

**SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT**



**South
Orange
County**

**Community
College District**

POLICE OFFICERS ASSOCIATION

MASTER AGREEMENT

July 1, 2024 – June 30, 2027

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the 25th day of September, 2024.

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
POLICE OFFICERS ASSOCIATION

Signature on File

Timothy Jemal
President, Board of Trustees

Signature on File

Beau Arbuthnot
POA President

Signature on File

Julianna M. Barnes
Chancellor

Signature on File

Michael McGill
Adams, Ferrone & Ferrone

Signature on File

Cindy Vyskocil
Vice Chancellor, Human Resources

Signature on File

Karen Dubert
District Director, Employee Relations and
Title IX Officer

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PREAMBLE

This Agreement is made and entered into 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.

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48 **ARTICLE 1**

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50 **MANAGEMENT RIGHTS**

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

- 60
- 61 1. Determine Campus Police Department policy, including the right to manage the
62 affairs of the Campus Police Department in all respects;
63
 - 64 2. The legal, operational, geographical, and organizational structure of the District,
65 including the chain of command, division of authority, organizational divisions and
66 subdivisions, external and internal boundaries of all kinds, and advisory commissions
67 and committees;
68
 - 69 3. The financial structure of the District, including all sources and amounts of financial
70 support, income, funding, taxes and debt, in all means and conditions necessary or
71 incidental to the securing of same, including compliance with any qualifications or
72 requirements imposed by law or by funding sources as a condition of receiving funds;
73 or investment policies and practices; or budgetary matters and procedures, including
74 the budget calendar, the budget formation process, accounting methods, fiscal and
75 budget control policies and procedures, and all budgetary allocations, reserves, and
76 expenditures, apart from those allocated to fund the express wage and benefit
77 obligations of this Agreement;
78
 - 79 4. The educational policies, procedures, objectives, goals and programs including those
80 relating to student conduct and discipline, student transportation, food services, racial
81 and ethnic balance, extracurricular activities, and emergency situations; and the
82 substitutive and procedural rights and obligations of students, parents, employees and
83 the public with respect to such matters;
84
 - 85 5. Determine the issues of public policy and control the overall mission of the Campus
86 Police Department;
87
 - 88 6. Determine standards and level of services to be rendered, operations to be performed,
89 utilization of technology and equipment, means and methods of operation, and
90 overall budgetary matters, including but not limited to the right to contract or sub-
91 contract any work, services or operations of the Campus Police Department. For any
92 new District property, facility or department, the District shall have the right to
93 subcontract services until there are 500 students on the property continuously for a
94 period of 90 days. Thereafter the POA and the District shall upon the POA's written

- 95 notice to the District further discuss the District’s right to subcontract on that new
96 property.
97
- 98 7. Evaluate, direct, supervise, hire, promote, suspend, discipline, discharge, demote,
99 transfer, assign, and retain members of the Campus Police Department;
100
- 101 8. Relieve members of the Campus Police Department from duties because of lack of
102 work or funds, or under conditions where continued work would be ineffective or
103 non-productive, in accordance with the Education Code;
104
- 105 9. Determine the size and composition of the Campus Police Department, assign
106 members of the Campus Police Department, and establish work schedules and
107 assignments;
108
- 109 10. To the extent permitted by law, the utilization of personnel not covered in this
110 Agreement to do work which is normally done by employees covered hereby, and
111 the methods of selection of assignment of such personnel;
112
- 113 11. Determine the appropriate job classifications, organizational structure, and personnel
114 by which the Campus Police Department operations are conducted;
115
- 116 12. The selection, classification, direction, promotion, demotion, discipline, termination,
117 and retirement of all personnel of the District subject only to applicable law; equal
118 employment policies and programs to improve the District’s utilization of
119 underrepresented groups; the assignment of employees to any location, and also to
120 any facilities, classrooms, functions, activities, departments, tasks or equipment; the
121 staffing levels, workloads, and the number of employees; and the determination as to
122 whether, when and where there is a job opening;
123
- 124 13. The duties and standards of performance for all employees; and whether any
125 employee adequately performs such duties and meets such standards; the dates, times,
126 and hours of operation of District facilities, functions, and activities; school
127 calendars, the assignment of paid duty days beyond the regular assign duty year; the
128 assignment of overtime;
129
- 130 14. Safety and security measures for employees, students, the public, properties,
131 facilities, vehicles, materials, supplies, and equipment, including the various rules
132 and duties for all personnel with respect to such matters;
133
- 134 15. Maintain and improve the efficiency and effectiveness of the Campus Police
135 Department;
136
- 137 16. Take any necessary actions to carry out the mission of the Campus Police Department
138 in situations of emergency as defined in Government Code Section 8558;
139
- 140 17. Take whatever other actions may be necessary to carry out the wishes of the District,
141 and for police protection not otherwise specified above;

- 142 18. Establish and promulgate rules, regulations, policies and procedures relating to
143 productivity, efficiency, conduct, and safety; build, move or modify facilities;
144 purchase, sell, lease, license, or otherwise transfer property; establish fiscal
145 procedures; as well as the rules, regulations, policies, and procedures designed to
146 comply with applicable judicial decisions and legislative enactment and to require
147 compliance therewith;
148
- 149 19. All other rights of the District not expressly limited by the provisions of this
150 Agreement are also expressly reserved by the District even though not enumerated
151 above, and the express provisions of this Agreement constitute the only contractual
152 limitations upon the District's rights. The exercise of any right reserved to the
153 District in a particular manner or the non-exercise of any such right shall not be
154 deemed a waiver of the District's right to preclude the District from executing the
155 right in a different manner; and
156
- 157 20. The contractual rights of the POA and the employees are set forth in other Articles
158 of this Agreement and this Article is not a source of such rights. Accordingly, the
159 provisions of this Article shall not be grievable.
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189 **ARTICLE 2**

190 **RECOGNITION**

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193 **2.1 Acknowledgement:** The District hereby acknowledges that POA is the exclusive
194 bargaining unit representative for the classified employees holding those positions
195 described in Campus Security Officer, Police Officer, and Police Sergeant. In the
196 event the District amends its determination of management, confidential, and
197 supervisory employees, the District shall notify POA. In the event POA disagrees
198 with said designations, the parties shall attempt to reach agreement. Disputed cases
199 shall be submitted to the California Public Employment Relations Board (PERB)
200 for resolution.

201
202 **2.2 Scope of Representation:** The scope of representation shall be limited to matters
203 relating to wages, hours of employment, and other terms of employment
204 specifically stated in the Educational Employment Relations Act (EERA).
205

206 **2.3 Definition of Bargaining Unit:**

207
208 **2.3.1** Persons hired for a limited duration shall be classed as short-term
209 employees and shall not be members of the bargaining unit.

210
211 **2.3.2** Employees in positions in paid status less than 195 days in any fiscal year
212 shall not be members of the bargaining unit (Education Code §88003).
213

214 **2.4 Long-Term Substitutes:** The District may use substitute employees as follows:
215 1) to replace a bargaining unit employee who is temporarily absent from duty, or
216 2) to fill the vacancy in any bargaining unit position while the District is engaged
217 in a procedure to hire a permanent employee to fill that vacancy. Pursuant to
218 Education Code §88003, if the District is engaged in a procedure to hire a
219 permanent employee to fill a vacancy in a bargaining unit position as set forth in
220 the second scenario set forth above, the District may fill the vacancy through the
221 employment, for not more than 180 calendar days, of one or more substitute
222 employees. The District shall use substitutes during recruitment for not longer than
223 180 days to fill such vacant positions pursuant to this provision. Absent express
224 agreement from the POA, or as the result of a failed recruitment, the District shall
225 not extend the use of a substitute beyond the 180 day limit. The District's use of
226 a substitute employee to replace a bargaining unit employee who is temporarily
227 absent from duty pursuant to the first scenario set forth above shall not be restricted
228 with respect to any time limitations. Based on the current operational practices by
229 the chiefs of police on the use of substitutes and the issuance of overtime to POA
230 members, the current practices shall be maintained. An employee employed to fill
231 a position for an employee on a leave of absence shall not be a member of the
232 bargaining unit regardless of length of absence.
233
234
235

236 **ARTICLE 3**

237
238 **CHECK-OFF AND ORGANIZATIONAL**
239 **SECURITY**

240
241 **3.1 Check Off:** To the extent permitted by law, POA shall have the sole and exclusive
242 right to have membership dues deducted for employees in the bargaining unit by
243 the District. The District shall pay to POA within thirty (30) days all sums so
244 deducted.

245
246 **3.2 Dues Deduction:**

247
248 **3.2.1** POA agrees to indemnify and save the District, its officers, employees,
249 agents, representatives, Board of Trustees, and each individual Board
250 member, harmless against any and all claims, demands, costs, lawsuits,
251 judgments or other forms of liability and all court or administrative agency
252 costs that may arise out of or by reason of action taken by the District for
253 the purpose of complying with this Article. The Association shall, within
254 thirty (30) days of receipt of the request, pay to the District all costs
255 associated with actions under this Article.

256
257 **3.2.2** During the term of the Agreement, payroll deductions requested by
258 employees in this Unit for the purpose of becoming a member and/or to
259 obtain benefits offered by any qualified organization other than the South
260 Orange County Community College District Police Officers Association
261 will not be accepted by the District. For the purpose of this provision,
262 qualified organization means any organization of employees whose
263 responsibility or goal is to represent employees in the District's meet and
264 confer process.

265
266 **3.2.3** The District shall cause the amount of the dues to be deducted monthly from
267 the payroll checks of each employee in this unit as specified by the
268 Association under the terms contained herein. "Dues" shall be the result of
269 voluntary consent in the form of a payroll deduction card signed by the
270 individual employee, which shall be delivered to and retained by the
271 Association.

272
273 **3.2.4** Remittance of the aggregate amount of all dues and other proper deductions
274 made from the salaries of employees hereunder shall be made to the
275 Association by the District within thirty (30) working days after the
276 conclusion of the month in which said dues, fees and/or deductions were
277 deducted.

278
279 **3.2.5** The District shall apply this provision to every classified employee who
280 becomes a member of this representation unit within sixty (60) calendar
281 days of such reassignment or transfer.

- 282 **3.2.6** When the District receives notice from the Association to change the
283 deduction percentage rate, the District is hereby authorized to change said
284 deduction automatically in the next practical pay period following such
285 notice.
286
- 287 **3.2.7** The authorization to deduct dues shall remain in effect until the Association
288 provides written notice of cancellation to the District.
289
- 290 **3.2.8** Management will provide the Association with the contact information for
291 each permanent employee as follows:
292
- 293 a) “Newly hired employee” or “new hire” means any employee,
294 whether full time or part time, hired by the District to perform
295 bargaining unit work, and who is still employed as of the date of the
296 new employee orientation. It also includes all employees who are
297 employed by the District (including those returning from a medical
298 or layoff rehire list) and whose current position has placed them in
299 the bargaining unit represented by the Association. For those latter
300 employees, for purposes of this article only, the “date of hire” is the
301 date upon which the employee’s status changed such that the
302 employee was placed in the bargaining unit.
303
- 304 b) The information will be provided to the Association electronically
305 via a mutually agreeable secure site or service, on the last working
306 day of the month in which the employees were hired. This contact
307 information shall include the following items, with each field in it’s
308 own column:
309
- 310 i. First Name;
311 ii. Middle Initial;
312 iii. Last Name;
313 iv. Suffix (e.g. Jr., III);
314 v. Job Title;
315 vi. Department;
316 vii. Primary Worksite Name;
317 viii. Work Telephone Number;
318 ix. Work Extension;
319 x. Home Street Address (Incl. Apartment #);
320 xi. Mailing Address (If Different);
321 xii. City;
322 xiii. State;
323 xiv. Zip Code (5 or 9 Digits);
324 xv. Home Telephone Number (10 Digits) (If Available);
325 xvi. Personal Cellular Telephone Number (10 Digits)
326 (If Available);
327 xvii. Personal Email Address Of The Employee (If Available);
328 xviii. Hire Date

329 This information shall be provided regardless of whether the newly hired
330 employee was previously employed by the District.
331
332 **3.2.9** The District shall notify the organization within sixty (60) calendar days of
333 any employee who, because of a change in employment status, is no longer
334 a member of the representation unit or subject to the provisions of this
335 Article.
336
337 **3.3** The District recognizes that the employee organization provides a valuable
338 contribution to the welfare of the District in its educational philosophy for the
339 peaceful resolution of employer-employee relations.
340
341 **3.4 POA Rights:** POA shall have the following rights in addition to the rights
342 contained in any other portion of this Agreement.
343
344 **3.4.1** The right of access at reasonable time to employees and to the areas in
345 which they work.
346
347 **3.4.2** The right to use without charge institutional bulletin boards, mailboxes, and
348 the use of the District mail system, and other District means of
349 communication for the posting or transmission of information of notices
350 concerning POA matters.
351
352 **3.4.3** The right to use, with approval, institutional equipment, facilities, and
353 buildings.
354
355 **3.4.4** The right to review an employee's personnel file when accompanied by the
356 employee or on presentation of a written authorization signed by the
357 employee.
358
359 To the extent permitted by law, the Association also has the right to receive,
360 upon request, a copy of any records which are required for the use of the
361 employee and POA in utilizing the grievance procedure.
362
363 **3.4.5** Periodic Update of Contact Information: The District shall provide the
364 Association with a complete roster of bargaining unit employees, including
365 the same information in the same format as the Article 3.2.8 above, within
366 ninety (90) days of the effective date of this Agreement, and on the last
367 working day of every September, January and May.
368
369 **3.4.6** The right to receive upon request one (1) copy of any and all written public
370 reports submitted to any other governmental agency.
371
372 **3.4.7** The right to receive one (1) copy of any public budget or financial material,
373 including the CCFS-311, submitted at any time to the governing board.
374
375 **3.4.8** The right to review upon request any other public material in the possession

- 376 of or produced by the District necessary for POA to fulfill its role as the
377 exclusive bargaining representative.
378
- 379 **3.4.9** The District agrees to grant paid release time to one (1) member of the
380 Association to attend the Peace Officers Research Association of California
381 (PORAC) annual conference, upon at least ten (10) working days written
382 notice. The District shall reimburse the actual and necessary expenses of
383 that member. Any such reimbursement shall be subject to District policy.
384
- 385 **3.4.10** The District agrees to allow Association members to donate vacation time
386 for membership attendance at Association leadership training and PORAC
387 conferences. The use of such donated vacation time shall not be used by
388 more than two Association members concurrently and shall be subject to
389 the any limitations set forth in Article 10.
390
- 391 **3.4.11** Unless utilizing donated leave pursuant to Article 3.4.10 and upon prior
392 approval by the District, the Association shall reimburse the District for a
393 member's leave time spent attending Association leadership training and
394 PORAC conferences. The use of such reimbursable leave time shall be used
395 by no more than two Association members concurrently.
396
- 397 **3.4.12** The Chapter President or designee shall be granted eight (8) hours per
398 month for President or designee of released time, exclusive of all other
399 released time listed under other provisions of this Agreement. This released
400 time is to be scheduled with the mutual agreement of the immediate
401 supervisor and the employee, and the schedule is to be set reasonably.
402
- 403 **3.4.13** The President or designee shall be granted reasonable released time to
404 attend shared governance committee meetings.
405
- 406 **3.4.14** Upon its exclusive discretion, the District may provide paid release time for
407 Association members to attend District-approved training and conferences.
408
- 409 **3.4.15** The District shall provide office space for the Association in a location other
410 than the campus police departments, subject to continued availability.
411
- 412 **3.5 No Discrimination on Account of POA Activity:** Neither the District nor POA
413 shall interfere with, intimidate, restrain, coerce, or discriminate against employees
414 because of the exercise of their right to engage or not to engage in POA activity.
415
- 416 **3.6 Exclusive Representative:** Negotiations on matters within the scope of
417 representation shall take place between the District and POA.
418
- 419 **3.7 Restriction on District Negotiations and Agreements:** The District shall conduct
420 no negotiations nor enter into any agreement with any other employee organization
421 on matters concerning the rights of bargaining unit employees and/or POA without
422 prior notice to and approval by POA of the negotiations and the agreement.

423 **3.8 Distribution of Contract:** Within sixty (60) calendar days after the execution of
424 this contract, and/or reopener agreements, the District shall make such documents
425 available on the District website.
426

427 **3.9 Abolition of a Position or Class of Positions:** If the District abolishes a position
428 or class of positions, it shall notify POA in writing and the parties may meet and
429 negotiate regarding the impacts and effects of the decision.
430

431 **3.10.1 POA Schedule of In-Service Meetings:** With approval from the immediate
432 supervisor, the President or designee will be provided governance attendance of
433 ninety (90) minutes quarterly, released time to attend this meeting. The meetings
434 shall be scheduled as follows:
435

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

438
439 **3.11 New Employee Orientation**
440

441 a. “New employee orientation” means the onboarding process of a newly hired
442 employees performing unit member work, whether in person, online, or
443 through other means or mediums, in which employees are advised of their
444 employment status, rights, benefits, duties and responsibilities, or any other
445 employment-related matters.
446

447 b. The District shall provide the Association with mandatory access to its new
448 employee orientations. The Association shall receive not less than ten (10)
449 days’ notice in advance of an orientation, except that a short notice may be
450 provided in a specific instance where there is an urgent need critical to the
451 District’s operations that was not reasonably foreseeable.
452

453 c. In the event the District conducts one-on-one or group orientations with new
454 employees, the Association shall have thirty (30) minutes for one (1)
455 Association representative to conduct the orientation session. The Association
456 Labor Relations Representative may also attend the orientation session.
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470 **ARTICLE 4**

471 **EVALUATIONS**

472
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474 **4.1** All employees shall receive an annual written performance evaluation. The
475 evaluation shall address those areas which need improvement, the employee’s
476 adherence to District policies and administrative regulations, as well as identifying
477 areas in which the employee meets or exceeds Department standards. The
478 evaluation of employees shall also include consideration of the employee’s
479 demonstrated ability to communicate effectively with students and staff from
480 diverse backgrounds as well as their ability to foster and sustain supportive,
481 inclusive, and community-centered approach to their work as a police officer. This
482 would include their ability to create positive interactions with students, including
483 those individuals who have had negative experiences interacting with law
484 enforcement or who expect those experiences to be negative; handle and address
485 situations with an appropriate level of sensitivity, and the ability to build and foster
486 trust with the communities we serve.

487
488 If necessary, the evaluation may also set forth an improvement plan developed by
489 both the supervisor and employee. The plan shall outline specific steps that the
490 employee can take to improve in the identified areas. The purpose of this plan is
491 to both foster improved communications between supervisor and the employee
492 and to place the employee in a better position for career advancement within the
493 Department.
494

495 **4.2** No evaluation of any employee shall be placed in any personnel file without an
496 opportunity provided for discussion between the employee and the evaluator. No
497 evaluation shall be made based upon hearsay statements but shall only be based
498 upon the direct observation of the evaluator and knowledge of the evaluator, which
499 may include credible observations from other District administrators. Any
500 negative evaluation shall include specific recommendations for improvements and
501 provisions for assisting the employee in implementing any recommendations
502 made. The employee shall have the right to review and respond to any evaluation
503 within thirty (30) days.
504

505 **4.3 Probationary Period:** New POST certified classified employees shall serve a
506 probationary period of one (1) year (12 months). During such period, the work
507 performance of the employee shall be evaluated by the immediate supervisor
508 following the employee’s completion of six (6) months and eleven (11) months of
509 employment.
510

511 **4.3.1 Probationary Period Upon Promotion:** Employees will be required to
512 serve a new probationary period of one year (12 months) each time the
513 employee receives a promotion, a transfer with a classification change,
514 medical transfer, or Americans with Disabilities Act (ADA) transfer.
515 During such period, the work performance of the employee shall be
516 evaluated by the immediate supervisor following the employee’s

517 completion of six (6) months and eleven (11) months of employment in the
 518 new position.
 519

520 **Probation Requirement**

	<u>NO</u>	<u>YES</u>
521		
522 Promotion		X
523 Demotion to Classification Previously Held	X	
524 Reclassification	X	
525 Reallocation	X	
526 Reorganization	X	
527 Transfer to same classification	X	
528 Transfer to different classification		X
529 Probationary Change of Status		X
530 39-Month Reemployment to same classification	X	
531 39-Month Reemployment to different classification		X
532		
533 Voluntary demotion in lieu of layoff:		
534 - To classification previously held	X	
535 - To classification not previously held		X
536 Medical or ADA Transfer		X
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564 **ARTICLE 4(A)**

565 **PERSONNEL FILES**

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568 **4(A).1** Materials in personnel files of classified employees which serve as a basis
569 for affecting the status of their employment shall be made available for
570 inspection by the employee. Ratings, reports or records which were either
571 obtained prior to employment, or prepared by identifiable examination
572 committee members, or obtained in connection with a promotional
573 examination shall be specifically excluded from inspection by the employee
574 and/or the employee’s agent or representative.
575

576 **4(A).2** All information and/or materials of a derogatory nature, except material
577 mentioned in Section 4(A).1 shall not be entered or filed in the employee’s
578 personnel file unless and until the employee is given notice and offered a
579 copy of the contents to review the document and comment thereon. An
580 employee shall have the right to enter, and have attached to any derogatory
581 statement, their comments thereon. Thirty days shall be allocated for review
582 and comment and is subject to approval by the appropriate district
583 administrator.
584

585 **4(A).3** Letters of reprimand shall be given only for just cause. Employees shall
586 have the right to review all derogatory information before it is placed in
587 their personnel files, and may attach their comments to any material so
588 placed.
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590 **4(A).4** The provisions contained herein shall be construed to be clarification of
591 Education Code Section §87031 and the Peace Officer’s Procedural Bill of
592 Rights Act.
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611 **ARTICLE 5**

612 **HOURS AND OVERTIME**

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615 **5.1 Workweek:**

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617 **5.1.1 Normal Workweek:** The normal workweek shall consist of five (5) days,
618 eight (8) hours per day and forty (40) hours per week. This Article shall
619 not restrict the extension of the regular workday or workweek on an
620 overtime basis when such is necessary to carry on the business of the
621 District.

622
623 **5.1.2 Alternative Schedules:** Notwithstanding Article 5.1.1, the District
624 reserves the right to implement a “3/12,” “4/10,” or “9/80” work schedule
625 at the Saddleback College and/or Irvine Valley College with 30-days
626 advance notice prior to the effective date of the change. The District
627 reserves the right to revert the “3/12,” “4/10,” or “9/80” work schedule to
628 the work schedule set forth under Article 5.1.1 with 30-days advance notice
629 prior to the effective date of the change.

630
631 **5.1.3** In the event that the District implements a “3/12,” “4/10,” or “9/80” work
632 schedule pursuant to Section 5.1.2, the District and the POA agree that,
633 upon a party’s request, the Agreement will be reopened for the limited
634 purpose of meeting and conferring over any unanticipated impacts on
635 matters within the scope of bargaining.

636
637 **5.2 Workday:** The length of the workday shall be designated by the District for each
638 classified assignment in accordance with the provisions set forth in this
639 Agreement. Each bargaining unit employee shall be assigned a fixed, regular, and
640 ascertainable minimum number of hours.

641
642 **5.3 Adjustment of Assigned Time:**

643
644 **5.3.1** Any employee in the bargaining unit who works an average of fifteen (15)
645 minutes or more per day in excess of their regular part-time assignment for
646 a period of twenty (20) consecutive working days or more shall have their
647 regular assignment adjusted upward to reflect the longer hours, effective
648 with the next pay period.

649
650 **5.3.2** The District shall give fifteen (15) working days notice to affected
651 employees before permanently altering their shift assignment or days off.
652 By mutual agreement, notice time can be less than fifteen (15) working
653 days.

654
655 **5.4 Voting Time-Off:** If any employee’s work schedule is such that it does not allow
656 sufficient time to vote in any federal, state or local election in which the employee
657 is entitled to vote, the District shall arrange to allow sufficient time for such voting

658 by the employee without loss of pay.

659

660 **5.5 Overtime and Compensatory Time Off:** The selection of paid overtime or
661 compensatory time shall be determined by the Chief of Police subject to the
662 provisions of this Article. No overtime may be worked without the prior approval
663 and at the discretion of the Chief of Police.

664

665 **5.5.1 Overtime:** Except as otherwise provided herein, all overtime periods as
666 defined in this Section shall be compensated at a rate of pay equal to time
667 and one-half the regular rate of pay to the employee for all work permitted.

668

669 **5.5.1.1** Overtime for a normal workweek is defined to include any time
670 worked in excess of eight (8) hours in any one day or on any one
671 shift or in excess of forty (40) hours in any calendar week, regardless
672 of the day of the week worked.

673

674 **5.5.1.2** Overtime for a 3/12 schedule is defined as time worked in excess of
675 twelve (12) hours in any one day or on any one shift or in excess of
676 eighty (80) hours within a fourteen (14) day schedule.

677

678 **5.5.1.3** Overtime for a 4/10 schedule is defined as time worked in excess of
679 ten (10) hours in any one day or on any one shift or in excess of forty
680 (40) hours in any calendar week, regardless of the day of the week
681 worked.

682

683 **5.5.1.4** Overtime for a 9/80 schedule is defined as time worked in excess of
684 nine (9) hours in any one day or on any one shift or in excess of
685 eighty (80) hours within a fourteen (14) day schedule.

686

687 **5.5.2** An employee in the bargaining unit may be granted compensatory time off
688 in lieu of cash compensation for overtime work at the discretion of the Chief
689 of Police. Compensatory time off shall be granted at one and one-half times
690 the regular rate of pay.

691

692 **5.5.2.1** Compensatory time shall be taken at a time mutually acceptable to
693 the employee in the bargaining unit and the District within twelve
694 (12) months of the date on which it was earned.

695

696 **5.5.2.2** The amount of time which an employee may accumulate as
697 compensatory time shall be limited to a maximum of 100 hours on
698 the books at any time. Time beyond this amount shall be paid out
699 at overtime rates. Members that currently have over 100 hours of
700 accumulated compensatory time will be permitted to maintain that
701 time without being required to cash out the excess amount. While
702 any member has compensatory time in excess of the 100 hour
703 maximum, they will not be able to accumulate additional
704 compensatory time. Once any member falls below the 100 hours

705 of accumulated compensatory time, they will be subject to the
706 accumulation limit of 100 hours.

707
708 **5.5.3** All hours worked on holidays shall be paid at the regular rate of pay in
709 addition to one-and-one-half (1.5) times the regular rate of pay except for
710 hours worked on holidays by employees in the classification of Police
711 Officer, Weekends/Holidays, pursuant to the provisions of Education Code
712 §88204. If working a twelve (12) hour shift, eligible employees shall receive
713 twelve (12) hours of holiday pay at the above referenced rates, rather than
714 eight (8) hours had they been working an eight (8) hour shift.

715
716 **5.6 Shift Differential-Compensation:**

717
718 **5.6.1** Any employee in the bargaining unit who is assigned a traditional 8-hour
719 work shift commences between 11 a.m. and 9 p.m. inclusive shall be paid a
720 shift differential premium of five (5) percent above the regular rate of pay
721 for all hours worked.

722
723 Any employee in the bargaining unit who is assigned a traditional 8-hour
724 work shift commences between 9 p.m. and 4 a.m. inclusive shall be paid a
725 shift differential premium of seven and one-half (7.5) percent above the
726 regular rate of pay for all hours worked.

727
728 Any employee in the bargaining unit who is assigned to a shift in a “3/12”
729 work schedule pursuant to Section 5.1.2 that encompasses working at 12:00
730 a.m. (midnight) shall be paid a shift differential premium of seven and one-
731 half (7.5) percent above the regular rate of pay for all hours worked.

732
733 Shift differentials are not paid if the employee is working the shift based on
734 overtime pay, unless the employee has worked for four (4) or more such
735 shifts during the pay period.

736
737 **5.6.2** An employee who receives a shift differential premium on the basis of their
738 shift shall suffer no reduction in pay, including differential, when assigned
739 temporarily to a day shift.

740
741 **5.7 Overtime Distribution:**

742
743 **5.7.1** Every attempt shall be made to avoid distributing overtime repeatedly to the
744 same bargaining unit member.

745
746 **5.7.2** In the event the overtime requires special skills, those special skills will be
747 carefully considered by the Chief of Police or designee in distributing
748 overtime.

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750 **5.8 Call Back Time:** Any employee called in to work on a day when the employee is
751 not scheduled to work or after completion of their regular assignment shall receive

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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 four (4) 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 their ability to effectively perform their job duties.

5.9 Right of Refusal: POA and its members shall have the first right of refusal for any work within the scope of the bargaining unit. However, if the work involves a rented facility (non-district assigned work), the Chief of Police or designee will evaluate the contracted event’s security plan and augment SOCCCD officers with event security as needed. Any employee shall have the right to reject any offer or request for overtime, call back, or call in time. If all available bargaining unit members in the department refuse the request, the overtime may be assigned and, if so, shall be 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. Alternatively, if all requests for overtime, call back, or call-in time are rejected, the District may take any other means in which to meet its needs, including contracting out for services in compliance with Education Code Section 88003.1.

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ARTICLE 6

PAY AND ALLOWANCES

6.1 Regular Rate of Pay:

6.1.1 Effective July 1, 2024 the regular rate of pay for each position in POA shall be increased by 2.32% in accordance with the rates established for each class as provided for in Exhibit A.

6.1.2 Effective July 1, 2025, the regular rate of pay for each position in the bargaining unit shall be increased by 3.44% in accordance with the rates established for each class as provided for in Exhibit A.

6.1.3 Effective July 1, 2026, the regular rate of pay for each position in the bargaining unit shall be increased shall be increased by 4.79% in accordance with the rates established for each class as provided for in Exhibit A.

6.1.4 Within sixty (60) days of the completion of negotiations, ratification by the unit and approval of this Agreement by the Board of Trustees, the District shall implement the terms of the successor agreement, including the rates provided. For the term of this Agreement, the District agrees that if the Faculty Association receives a greater on-schedule salary increase, POA shall be entitled to the rate negotiated by the Faculty Association. It is acknowledged that the total percentage increase provided to POA will be calculated using the cost of the Advanced POST Certificate increases agreed upon in Section 6.16 below.

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

846 will be paid to the employee by the District. In the case of an overpayment, the
847 employee shall promptly repay the District. A repayment schedule for salary
848 overpayment shall be agreed to between the employee and the District.
849

850 **6.5 Lost Checks:** Any paycheck for an employee in the bargaining unit which is lost
851 after receipt or which is not delivered within five (5) days of mailing if mailed, shall
852 be replaced in accordance with Orange County Department of Education payroll
853 procedures. The Office of Business Services will consider lost checks as a major
854 priority and will act with as much speed as possible.
855

856 **6.6 Change in Range Assignments:**
857

858 **6.6.1 Promotion -** Any employee receiving a promotion shall receive a salary
859 increase of at least five and one-half (5.5) percent, except when the
860 employee is on Step 6 and the range of the new position is only 1 or 2 ranges
861 higher than the current position.
862

863 **6.6.2** When the employee is temporarily assigned to a higher classification for
864 more than five (5) work days within a fifteen (15) calendar day period, the
865 employee will have their salary adjusted upward for the entire period they
866 are required to work in the higher classification, at a step that is closest to a
867 5% salary increase.
868

869 **6.7 Mileage:** Any employee in the bargaining unit using their private vehicle on
870 authorized District business must have prior approval from their supervisor and
871 shall be reimbursed at the current allowable standard IRS rate. The mileage
872 computation shall include mileage necessary to return to the employee's normal job
873 site after the completion of District business. This amount shall be payable in a
874 separate warrant drawn against District funds.
875

876 **6.8 Meals and/or Lodging:** Any employee in the bargaining unit who, as a result of
877 work assignment, has meals and/or lodging away from the District shall be
878 reimbursed in accordance with Board Policy.
879

880 **6.9 Longevity:** The District agrees to additionally compensate long service employees
881 as specified below:
882

883	19%	increase in salary after	22	years of service
884	20%	increase in salary after	23	years of service
885	21%	increase in salary after	24	years of service
886	22%	increase in salary after	25	years of service

887

888 The provisions of Article 6.9 will be discontinued for all bargaining unit members
889 hired after October 1, 1998.
890

891 **6.10 Step Increments:** The District shall provide employees a step increment after
892 completion of twelve (12) months of service, and thereafter an annual step

893 increment for each remaining step indicated on the salary schedule for the particular
894 classification.
895

896 **6.11 Salary Placement - New Employees:** New employees will be placed on the first
897 step of the range to which they are appointed. At the discretion of the District,
898 higher initial placements of full-time employees (30 hours or more per week) may
899 occur with administrative approval up to step three (3) if there are verifiable wages
900 and experience from previous employment. For the purposes of calculating months
901 of service, the date of employment shall be considered the first day of the month
902 employed if the starting date is the first (1st) through fifteenth (15th), or the first
903 day of the following month when the starting date is the sixteenth (16th) through
904 the thirty-first (31st).
905

906 **6.12 Distribution of Job Information:** Upon initial employment and each change in
907 classification each affected employee in the bargaining unit shall receive a copy of
908 the applicable job description, a specification of the monthly and hourly rates
909 applicable to their position, a statement of the duties of the position, a statement of
910 the employee's regular work site, regularly assigned work shift, the hours per day,
911 per week, and months per year.
912

913 **6.13 Parking:** Appropriate parking shall be provided on campus for \$40.00 per
914 academic year for each full-time member and \$20.00 per academic year for part-
915 time members.
916

917 **6.14 Bilingual Pay:** Police Officers may become certified by the District in a foreign
918 language in which they can demonstrate fluency by taking and passing a test
919 administered by the Human Resources Department (or designee) for the purpose of
920 being able to use those foreign language skills in the line of duty with a person
921 unable to speak English. When an Officer is directed by the manager or supervisor,
922 with the approval of the President, to use a verified bilingual ability as a regular
923 and routine component of their assignment, they shall receive a stipend of 2% of
924 base salary. The District shall require testing and certification of bilingual ability
925 prior to the authorization for this stipend.
926

927 **6.15 Field Training Officer (FTO):** The District will provide an allowance to FTO's
928 of five (5) percent added to base compensation during the period in which a unit
929 member is performing FTO duties, to commence the pay period that they serve as
930 an FTO starting on the first day of the following month.
931

932 **6.16 Advanced POST Certificate:** The District will provide an annual stipend to any
933 Officer who possesses an Advanced POST certificate, equivalent to 3.5% of the
934 Officer's base salary payable on a monthly prorated basis. In order to initiate the
935 stipend, an officer must submit the certificate to Human Resources before the 5th of
936 the month in order to receive payment beginning in the subsequent pay period.
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940 **ARTICLE 7**

941 **EMPLOYEE EXPENSES AND MATERIALS**

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- 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. The District reserves the right to refuse to defend or withdraw defense of claims in circumstances permitted by the California Government Claims Act.

987 **ARTICLE 8**

988 **HEALTH AND WELFARE BENEFITS**

989 **8.1 Employee and Dependent Insurance Coverage:**

990 The benefits provided for eligible active and retired employees are:

991 a. Health Insurance: The District shall pay the full amount (100%) of the
992 medical insurance premium for unit members employed 75% or more of
993 full-time equivalent. The coverage provided shall meet the specifications
994 on file at the District Business Office.

- 1000 1. PPO Plan
- 1001 2. HMO Plan

1002 b. Life Insurance:

1003 c. Dental Insurance:

1004 d. Vision Insurance

1005 e. Long Term Disability

1006 f. Employee assistance program

1007 g. Long Term Care Insurance: For the duration of this Agreement, effective
1008 on the first day of the month, 30 days following Board approval, the District
1009 shall pay the premium of long term care insurance for benefit eligible
1010 bargaining unit members. Should long term care insurance become no
1011 longer available or if the premium increase is above 50% in any one year,
1012 the parties agree to meet and negotiate the continuance of the coverage.

1013 The coverage provided in the plans shall meet the specifications agreed to by the
1014 District and POA and on file at the District Business Office. In the event that the
1015 carrier makes a unilateral change to the benefits over which District has no control,
1016 the District shall inform the Association. In these circumstances, the District shall
1017 not be held financially or otherwise responsible for the change. The Association
1018 may reopen negotiations for the limited purpose of bargaining the impact of the
1019 change on their members.

1020 **8.2 Eligibility**

1021 **8.2.1** All employees in the bargaining unit who work at least seventy-five (75)
1022 percent of the workweek shall be covered under the programs provided in
1023 Section 8.1 of this article in accordance with those Sections. Employees
1024 shall be enrolled in insurance programs on the first of the month following

1034 fulfillment of the eligibility requirement.

1035

1036 **8.3 Benefits Administration:** POA shall have the right to appoint one (1)
1037 representative to a District wide committee formed for the purpose of research and
1038 reviewing insurance plans, proposals and benefits in order to insure that quality and
1039 cost effectiveness criteria are maintained. The District has the right to select the
1040 insurance carrier as long as same coverage is maintained.

1041

1042 **8.4 Benefits Upon Retirement:** For the term of this Agreement, the District shall pay
1043 the cost of health, dental, and vision insurance from the age of fifty-five (55) until
1044 eligibility for Medicare for employees who retire from the District and become
1045 retired annuitant of all CalPERS employment and who have been employed in the
1046 District full-time ten (10) consecutive years or longer preceding the date of
1047 retirement.

1048

1049 **8.4.1** The District shall provide retired employees who qualify for continuation
1050 of benefits under Article 8.4 with the option to purchase at employee
1051 expense supplemental medical coverage, provided the employee has
1052 obtained Medicare A and B coverage. Qualifying members must submit
1053 proof that they have obtained Medicare A and B. This benefit is subject to
1054 approval of the District's insurance carrier. That shall not be considered a
1055 vested right of retirees. The retiree may select from Options A or B subject
1056 to the conditions set forth herein.

1057

1058 **Option A:** The current District supplemental medical plan is available to
1059 retirees. The cost for the plan to the retired employee shall be the actual
1060 cost paid by the District which is to be paid monthly by the retiree in
1061 advance to the District. Payment must be received by the 15th of the month
1062 prior to the month of coverage. If payment is not received by the first day
1063 of the month of coverage the employee shall be dropped from the coverage
1064 and unable to participate in the future. The District reserves the right to
1065 establish a separate medical insurance pool for retirees who qualify under
1066 this section.

1067

1068 **Option B:** The CompanionCare/Medicare Supplemental Plan will also be
1069 offered to retirees as long as the District is covered by the Self-Insured
1070 Schools of California (SISC). This program is directly administered by
1071 SISC. Should the District decide to change the program administration
1072 from SISC, the District and the POA will meet to negotiate a similar
1073 program under a different administrator.

1074

1075 **8.5 Section 125 Flexible Benefits:** The District agrees to continue a Section 125
1076 flexible benefit plan to include dependent care and/or medical care reimbursement.

1077

1078 **8.6 General Provisions:** All enrollments are subject to carrier restrictions.

1079

1080 **8.7 Legal Assistance Program:** For the duration of this Agreement, effective on the

1081 first day of the month, 30 days following board approval, the District shall pay
1082 100% of the premium for a Legal Assistance Program for benefit eligible
1083 bargaining unit members. Coverage provided shall meet the specifications on file
1084 with the District.
1085

1086 **8.8** Continuity of Insurance Coverage: In the event of the death of a member of the unit
1087 while on-duty with the District, the District shall continue to pay health and welfare
1088 benefits at the current rate for the unit member's covered dependents for a period
1089 of ninety (90) calendar days following the death.
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ARTICLE 9

HOLIDAYS

9.1 Scheduled Holidays: The District agrees to provide all employees in the bargaining unit with the following paid holidays, in accordance with this Article. 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
- Cesar Chavez Day
- Memorial Day
- Juneteenth Day

9.2 Additional Holidays: Every day declared by the President or Governor of this State as a non-recurring holiday, or any day declared a holiday by the Governing Board under Education Code 79020 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 Except as provided in Section 9.3.2, when a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday and when a holiday falls on Sunday the following workday which is not a holiday shall be deemed to be that holiday.

9.3.2 Notwithstanding Article 9.3.1, the Association may elect to observe an actual holiday that falls on a Saturday/Sunday rather than an alternative date of observance upon at least 15-days notice to the Vice Chancellor of Human Resources. Such election shall apply to all unit members, and result in one (1) date of observance.

9.3.3 The operation of this Section shall not cause any employee to lose any of the holidays clearly indicated in this Article, nor result in any additional overtime.

9.4 Winter Break: Employees in the bargaining unit may, at the sole discretion of the Chief of Police based on the operational needs of the department, use their 8 holidays during the Winter Break in each December on any day of the week, including Saturday and/or Sunday.

1175 **9.5** Floating Holidays: Members of the unit shall be entitled to two (2) floating holidays
1176 during each college year (July 1 through June 30) of this Agreement. These floating
1177 holidays have no cash value, must be utilized during the college year, and shall not
1178 roll-over or accrue from year to year. A unit member may request leave
1179 authorization for the floating holiday during the calendar year in which it accrues,
1180 and the District agrees to honor floating holiday leave requests in good faith. Once
1181 a floating holiday request has been approved, the unit member shall not be
1182 scheduled to perform work during the approved day.

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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 (8 hours) vacation for each month of service, not to exceed twelve (12) (96 hours) days per fiscal year. For employees that are serving less than one hundred percent (100%), the vacation time is prorated accordingly to the percentage of time the employee works.

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 (10 hours) vacation for each month of service not to exceed fifteen (15) days (120 hours) per fiscal year. For employees that are serving less than one hundred (100%), the vacation is prorated accordingly to the percentage of time the employee works.

10.3.3 Commencing with the eleventh (11th) year of service, vacation shall be earned and accumulated at the rate of 1.50 days (12 hours) of vacation for each month of service, not to exceed eighteen (18) days (144 hours) per fiscal year. For employees that are serving less than one hundred percent (100%), the vacation time is prorated accordingly to the percentage of time the employee works.

10.3.4 Commencing with the sixteenth (16th) year of service, twelve (12) month employees shall earn and accumulate vacation at the rate of 1.75 days (14 hours) of vacation for each month of service, not to exceed twenty-one (21) days (168 hours) per fiscal year. For employees that are serving less than one hundred percent (100%), the vacation time is prorated accordingly to the percentage of time the employee works.

10.3.5 Illustration:

TWELVE-MONTH EMPLOYEES

1269	1 Month through	5 Years	12	Days (96 hours) Vacation
1270	6 Years through	11 Years	15	Days (120 hours) Vacation
1271	11 Years through	15 Years	18	Days (144 hours) Vacation
1272	16 Years and after		21	Days (168 hours) Vacation

1273

ELEVEN-MONTH EMPLOYEES

1274

1275				
1276	1 Month through	5 Years	11	Days (88 hours) Vacation
1277	6 Years through	11 Years	13.75	Days (110 hours) Vacation
1278	11 Years through	15 Years	16.50	Days (132 hours) Vacation
1279	16 Years and after		19.25	Days (154 hours) Vacation

1280

TEN-MONTH EMPLOYEES

1281

1282				
1283	1 Month through	5 Years	10	Days (80 hours) Vacation
1284	6 Years through	11 Years	12.50	Days (100 hours) Vacation
1285	11 Years through	15 Years	15	Days (120 hours) Vacation
1286	16 Years and after		17.5	Days (140 hours) Vacation

1287

1288 **10.4 Vacation Pay Upon Termination:** When an employee in the bargaining unit, who
 1289 has completed six (6) months of service, is terminated for any reason, they shall be
 1290 entitled to all vacation pay earned and accumulated up to and including the effective
 1291 date of the termination so long as it does not exceed the cap. An eligible employee
 1292 who serves fifty (50) percent or more, but less than seventy-five (75) percent of a
 1293 month shall be entitled to one-half (1/2) of a month's vacation allowance. An
 1294 eligible employee who serves at least seventy-five (75) percent of the month shall
 1295 be entitled to the full vacation allowance for the month. Carry-over of earned
 1296 vacation shall be in accordance with Article 10.6.

1297

1298 **10.5 Vacation Postponement:**

1299

1300 **10.5.1** If a bargaining unit employee's vacation becomes due during a period when
 1301 they are on leave due to illness or injury, they may request that their vacation
 1302 date be changed, and the District shall grant such request in accordance with
 1303 vacation dates available at that time. The employee may elect to have their
 1304 vacation rescheduled in accordance with the vacation schedule available at
 1305 that time, or may request to carry over their vacation to the following year.

1306

1307 **10.5.2** If for any unforeseen reason, such as illness, injury or personal property
 1308 loss, a bargaining unit employee does not take all or any part of their annual
 1309 vacation, the amount not taken shall, at the option of the employee, be
 1310 accumulated for use in the following year. This does not provide for
 1311 employee's election not to take vacation for added compensation.

1312

1313 **10.6 Vacation Carry Over:** Employees in the POA may not accrue more than two
 1314 times their annual vacation accrual until they reduce their vacation leave balance to
 1315 an amount not exceeding two times their annual vacation leave accrual.

1316 It is the responsibility of unit members to monitor their vacation accrual and to
1317 ensure that their vacation balance does not exceed the limit. If a unit member is
1318 prevented by District action from taking any vacation accrued in excess of the limit,
1319 such excess shall be paid by the District.
1320

1321 **10.7 Holidays:** When a holiday falls during the scheduled vacation of any bargaining
1322 unit employee, such holiday shall not be deducted from the earned vacation of the
1323 employee.
1324

1325 **10.8 Vacation Scheduling:** Vacations shall be scheduled at times requested by
1326 bargaining unit employees with mutual agreement of the supervisor.
1327

1328 **10.9 Interruption of Vacation:** An employee in the bargaining unit shall be permitted
1329 to interrupt or terminate vacation leave in order to begin another type of leave
1330 provided the employee supplies notice and supporting information regarding the
1331 basis for such interruption or termination.
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ARTICLE 11

CONDITIONS OF EMPLOYMENT

1367 **11.1** All Campus Police Officers shall comply with and fulfill the requirements specified
1368 in the following California statutes:

1369
1370 California Penal Code Section 830.32 states that the following persons are peace
1371 officers whose authority extends to any place in the state for the purpose of
1372 performing their primary duty or when making an arrest pursuant to Section 836 as
1373 to any public offense with respect to which there is immediate danger to person or
1374 property, or of the escape of the perpetrator of that offense, or pursuant to Section
1375 8597 or 8598 of the Government Code. Those peace officers may carry firearms
1376 only if authorized and under terms and conditions specified by their employing
1377 agency.

1378 (a) Members of a California Community College police department
1379 appointed pursuant to Section 72330 of the Education Code, if the primary duty of
1380 the police officer is the enforcement of the law as prescribed in Section 72330 of
1381 the Education Code.

1382 (b) Persons employed as members of a police department of a school district
1383 pursuant to Section 39670 of the Education Code, if the primary duty of the police
1384 officer is the enforcement of the law as prescribed in Section 39670 of the
1385 Education Code.

1386 (c) Any peace officer employed by a K-12 public school district or
1387 California Community College district that has completed training as prescribed by
1388 subdivision (f) of Section 832.3 shall be designated a school police officer.

1389 (d) California Penal Code Section 832.3(a) states, any police officer of a
1390 district authorized by statute to maintain a police department, who is first employed
1391 after January 1, 1975, shall successfully complete a course of training prescribed
1392 by the Commission on Peace Officer Standards and Training before exercising the
1393 powers of a peace officer, except while participating as a trainee in a supervised
1394 field training program approved by the Commission on Peace Officer Standards
1395 and Training.

1396 (e) Each police chief, or any other person in charge of a local law
1397 enforcement agency, appointed on or after January 1, 1999, as a condition of
1398 continued employment, shall complete the course of training pursuant to this
1399 subdivision within two years of appointment. The training course for a sheriff, an
1400 undersheriff, and a deputy sheriff of a county, and a police chief and a police officer
1401 of a city or any other local law enforcement agency, shall be the same.

1402 (f) Any school police officer first employed by a K-12 public school district
1403 or California Community College district after July 1, 1999, shall successfully
1404 complete a basic course of training as prescribed by subdivision (a) before
1405 exercising the powers of a peace officer. A school police officer shall not be subject
1406 to this subdivision while participating as a trainee in a supervised field-training
1407 program approved by the Commission on Peace Officer Standards and Training.

1408 (g) The Commission shall prepare a specialized course of instruction for the
1409 training of school Police Officers, as defined in Section 830.32, to meet the unique

1410 safety needs of a school environment. This course is intended to supplement any
1411 other training requirements.

1412 (h) Any school peace officer first employed by a K-12 public school district
1413 or California Community College district before July 1, 1999, shall successfully
1414 complete the specialized course of training prescribed in subdivision (g) no later
1415 than July 1, 2002. Any school police officer first employed by a K-12 public school
1416 district or California Community College district after July 1, 1999, shall
1417 successfully complete the specialized course of training prescribed in subdivision
1418 (g) within two years of the date of first employment.

1419
1420 Education Code Section 72330.2 requires every member of a California
1421 Community College police department first employed by a California Community
1422 College district before July 1, 1999, shall, in order to retain their employment, fulfill
1423 both of the following conditions:

1424 (a) The employee shall submit to the district one copy of their fingerprints
1425 on forms prescribed by the Department of Justice. The Department of Justice shall
1426 forward this copy to the United States Federal Bureau of Investigation.

1427 (b) The employee shall be determined to be a person who is not prohibited
1428 from employment by the California Community College district, and, if the
1429 employee is required to carry a firearm, shall be determined by the Department of
1430 Justice to be a person who is not prohibited from possessing a firearm.

1431
1432 The Department of Justice may participate in the National Instant Criminal
1433 Background Check System (NICS) in lieu of submitting fingerprints to the United
1434 States Federal Bureau of Investigation in order to meet the requirements of this
1435 section relating to firearms.

1436
1437 Compliance with the provisions of Government Code Sections 1029 and 1031 are
1438 also required.

1439
1440 **11.2** Pursuant to California Penal Code Section 830.32(c), the title Campus Safety
1441 Officer is changed to Campus Police Officer. A new classification titled Campus
1442 Security Officer will be added to augment the existing force structure.

1443
1444 **11.3** Current bargaining unit employees who are found not eligible for further
1445 employment as Campus Police Officers due to possessing mandatory disqualifying
1446 evidence in their personal history discovered as a result of a P.O.S.T background
1447 investigation, shall be terminated from employment.

1448
1449 Campus Police Officers who are found not eligible for further employment due to
1450 possessing discretionary disqualifying information in their personal history
1451 discovered as a result of a P.O.S.T. background investigation utilizing post criteria,
1452 or as a result of failing a P.O.S.T psychological examination, shall be reclassified
1453 as Campus Security Officers.

1454
1455 **11.3.1** Campus Security Officers do not have peace officer authority or power and
1456 will not carry firearms.

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- 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 their assigned duties or work shift.
 - 11.7** Pension Structure: Within sixty (60) days of the completion of negotiations, ratification by the unit and approval of this Agreement by the Board of Trustees, the District shall commission an actuarial evaluation from CalPERS for the purposes of attaining information about transitioning sworn POA personnel to a local/miscellaneous “Safety” pension plan under the “2.7% @ 57” formula. Based on CalPERS representation that a 9-to-10-month turnaround is expected once the District submits sufficiently detailed information on the unit, the actuarial will likely be received during the 2025-2026 college year. Upon receipt of the actuarial evaluation from CalPERS, the District will evaluate the potential costs of the change in pension structure and share the documentation with POA, at which time either party may reopen negotiations for the purpose of discussing the adoption and implementation of a “Safety” pension structure.

1504 **ARTICLE 12**

1505 **UNIFORMS/WEAPONS INSPECTION/RANGE TRAINING**

1506
1507
1508 Upon being hired, full time Police Officers shall receive five (5) new uniforms (except for
1509 shoes) and shall be issued replacement items strictly upon the Chief of Police’s sole
1510 discretion.

1511
1512 Part-time Police Officers shall receive two (2) new uniforms upon hire (except for shoes)
1513 and shall be issued replacement items strictly upon the Chief of Police’s sole discretion.

1514
1515 Summer uniforms authorized May 1 through October 30 or as authorized by the Chief of
1516 Police. Purchase replacement of summer uniforms will be up to two (2) sets per calendar
1517 year. The chief has the discretion of determining the uniform of the day.

1518
1519 The average value of issued and replacement items is \$1500 per year.

1520
1521 **12.1** All Police Officers shall be subject to weekly weapons inspections by the
1522 appropriate supervisory employee.

1523
1524 **12.2** Four (4) hours of training may be performed on a monthly basis scheduled at the
1525 discretion of the Chief of Police or their designee.

1526
1527 **12.3** Firearms requalifications shall be successfully completed at least monthly
1528 scheduled at the discretion of the Chief of Police. The District will make efforts to
1529 schedule firearms requalifications during regularly scheduled work hours. In the
1530 event that a requalification occurs outside regularly scheduled work hours, the
1531 District will compensate the bargaining unit member with overtime in accordance
1532 with Article 5 of this Agreement.

1533
1534 **12.4** A Police Officer may be permitted to carry a backup weapon based upon case-by-
1535 case discretionary approval of the Chief of Police. The Chief of Police shall only
1536 deny a request by a Police Officer to carry a backup weapon based upon a legitimate
1537 reason. If a Police Officer is authorized to carry a backup weapon, the Officer will
1538 qualify with the backup weapon upon initial approval and every January as long as
1539 the backup weapon is carried in a backup capacity at any time during the year. The
1540 holster worn by the Police Officer for the backup weapon must also be approved
1541 by the Chief of Police. Ankle holsters will not be allowed. The Police Officer shall
1542 independently bear all costs related to an approved backup weapon and holster.

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1551 **ARTICLE 13**

1552 **LEAVES**

1553 **13.1 Bereavement Leave:** Employee shall be granted a leave with full pay in the event
1554 of the death of any member of the employee’s immediate family. The leave shall
1555 be granted as follows:
1556

1557 **13.1.1** Unit members shall be entitled to five (5) days of paid leave of
1558 absence for each occurrence for the death of a spouse or registered
1559 domestic partner of the unit member; child; child of spouse or
1560 registered domestic partner; parent; step-parent; grandparent,
1561 grandchild, sibling, spouse of a sibling, or legal guardian of the unit
1562 member or of the spouse or domestic partner of the unit member;
1563 any family member living in the immediate household of the unit
1564 member; or if travel out of state is required for any other member of
1565 the unit member’s immediate family as defined in 13.1.2.
1566

1567 **13.1.2** Unit members shall be entitled to three (3) days of paid leave of
1568 absence for any other member of the unit member's immediate
1569 family, defined as: aunt or uncle of the unit member or of the spouse
1570 or domestic partner of the unit member, son-in-law, daughter-in-
1571 law, brother-in-law, sister-in-law or former spouse.
1572

1573 **13.1.3** This leave shall not be deducted from sick leave. Entitled
1574 bereavement leave may be taken intermittently in full days. Use of
1575 this leave shall be taken within three (3) months from the date of the
1576 death of the family member and need not be taken consecutively.
1577

1578 **13.1.3.1** Within thirty (30) days of a request by the District, the unit
1579 member may be required to provide documentation of the
1580 death of the immediate family member. Documentation
1581 includes death certificate, a published obituary, or written
1582 certification of death, burial, or memorial services from a
1583 mortuary, funeral home, burial society, crematorium,
1584 religious institution, or government agency (Govt. Code §
1585 12945.7).
1586

1587 **13.1.3.2** Bereavement leave for alternative schedules such as 4/10
1588 will be based on weekly hours (i.e., for full-time
1589 employees bereavement will be based on 40 hours not 5
1590 days).
1591

1592 **13.1.4** Personal necessity, vacation time off, sick leave or other applicable
1593 and available paid time off may be used to extend bereavement
1594 leave.
1595
1596
1597

1598 **13.2** Reproductive Loss Leave: Every unit member is entitled to five (5) days of paid
1599 leave for a reproductive loss event. A reproductive loss event is defined as a failed
1600 adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted
1601 reproduction. The leave must be taken within three (3) months of the event and may
1602 be taken on non-consecutive days. If a unit member experiences more than one
1603 reproductive loss event, the unit member is only entitled to a total of 20 days of
1604 leave within any given fiscal year.
1605

1606 **13.3 Jury Duty:** An employee shall be entitled to leave without loss of pay for any time
1607 the employee is required to perform jury duty. The District shall pay the employee
1608 the difference, if any, between the amount received from jury duty and the
1609 employee's regular rate of pay. Any meal, mileage, and/or parking allowance
1610 provided the employee for jury duty shall not be considered in the amount received
1611 for jury duty. Any day during which any employee in the bargaining unit whose
1612 regular shift commences at 11:00 a.m. or after and who is required to serve all or
1613 any part of the day on jury duty shall be relieved from work with pay.
1614

1615 **13.4 Military Leave:** An employee shall be entitled to any military leave provided by
1616 law and shall retain all rights and privileges granted by law arising out of the
1617 exercise of military leave.
1618

1619 **13.5 Sick Leave:**
1620

1621 **13.5.1 Leave of Absence for Illness or Injury:** An employee shall be granted
1622 eight (8) hours of leave of absence for each month of active employment
1623 for the purpose of their own illness or injury, exclusive of all days they
1624 are not required to render service to the District, with full pay for a fiscal
1625 year of service.
1626

1627 **13.5.2** Any unit member employed less than one hundred percent (100%) during
1628 a full fiscal year is entitled to sick leave hours which are prorated
1629 according to the percentage of time the employee works.
1630

1631 **13.5.3** Pay for any day of such absence shall be the same as the pay which would
1632 have been received had the employee served during the day of illness.
1633

1634 **13.5.4** At the beginning of each fiscal year, the full amount of sick leave granted
1635 under this Section shall be credited to each employee. Credit for sick
1636 leave need not be accrued prior to taking such leave and such leave may
1637 be taken at any time during the year.
1638

1639 If employee resigns, retires or terminates, or upon the conclusion of
1640 employment, unaccrued sick leave which has been taken shall be
1641 reimbursed to the District by deduction from the employee's final pay
1642 check. If the final paycheck is not sufficient, a repayment schedule shall
1643 be agreed to between the employee and the District.
1644

- 1645 **13.5.5** Pregnancies and disabilities arising out of pregnancies shall be considered
1646 as an illness for the purposes of utilizing sick leave.
1647
- 1648 **13.5.6** If an employee does not take the full amount of sick leave allowed in any
1649 year under this Section, the amount not taken shall be accumulated from
1650 year to year.
1651
- 1652 **13.5.7** Any accrued sick leave credit earned by an employee but unused on the
1653 date of retirement shall be converted to retirement credit in accordance
1654 with the applicable PERS Rules and Regulations.
1655
- 1656 **13.5.8** A medical statement will be required when an employee is absent for
1657 longer than five (5) consecutive working days. The Board of Trustees
1658 designees limited to Chancellor, Acting Chancellor, or Director of
1659 Human Resources may require a statement from a physician at any time
1660 regardless of the duration of the absence.
1661
- 1662 **13.6** **Family Care:** Unit members may utilize the amount of sick leave they earn in six
1663 (6) months, up to six (6) days annually of sick leave for the purposes of care,
1664 preventative care, treatment, or diagnosis of an existing health condition of the unit
1665 member’s existing health condition of the unit members parent, spouse, registered
1666 domestic partner or child. All conditions and restrictions placed by the District upon
1667 the use by an employee of sick leave also shall apply to the use by an employee of
1668 sick leave for purposes of the section. The number of sick leave days available for
1669 purposes of this section are in addition to the days which may be used for purposes
1670 of personal necessity leave.
1671
- 1672 **13.7** **Catastrophic Leave:** Unit members are entitled to participate in the catastrophic
1673 leave program as defined in Board Policy and Administrative Regulations. Upon
1674 request by POA, the District shall negotiate the effects of any change in Board
1675 Policy 7345 or Administrative Regulation 7345.
1676
- 1677 **13.8** **Personal Necessity:** Accumulated sick leave up to seven (7) days may be used in
1678 any fiscal year by the employee in cases of personal necessity for the following:
1679
- 1680 **13.8.1** Death of a member of their immediate family when additional leave is
1681 required beyond that provided in Article 13.1 (Bereavement Leave).
1682
- 1683 **13.8.2** Accident, involving their person or property, or the person or property of
1684 a member of their immediate family.
1685
- 1686 **13.8.3** Appearance in any court or before any administrative tribunal as a
1687 litigant, party, or witness under subpoena or any order made with
1688 jurisdiction.
1689
- 1690 **13.8.4** Serious or critical illness of a member of the immediate family. The
1691 illness should be such that it requires the services of a physician, and of

1692 such an emergency nature that the immediate presence of the unit
1693 member is required during the workday.
1694
1695 **13.8.5** Such other reasons which cannot be resolved before or after the
1696 employee's working hours, is serious in nature, cannot be disregarded,
1697 and which requires the employee's immediate attention.
1698
1699 **13.8.6** Notification of personal necessity leave shall be made at least two (2)
1700 days in advance to the employee's immediate supervisor. If two (2) days
1701 advance notice cannot be given, it shall be given as soon as possible.
1702
1703 **13.8.7** Personal Necessity Leave shall not be used for convenience, medical
1704 appointments (sick leave is the appropriate leave for medical
1705 appointments), social events, political activities, job actions, or
1706 occupational investigations except as provided in Section 18.10.2
1707 relating to layoffs. The Vice Chancellor of Human Resources or
1708 Executive Director of Human Resources & Employer/Employee
1709 Relations may require verification of Personal Necessity Leave upon
1710 suspicion of a violation of this section.
1711
1712 **13.8.8** All Personal Necessity leave is charged against accrued paid sick leave
1713 and shall not exceed a total of seven (7) days per fiscal year.
1714
1715 **13.9 Industrial Accident and Illness Leave:** In addition to any other benefits that an
1716 employee may be entitled to under the Worker's Compensation laws of the State of
1717 California, employees shall be entitled to the following benefits:
1718
1719 **13.9.1** An employee suffering an injury or illness arising out of and in the course
1720 and scope of their employment shall be entitled to industrial accident and
1721 illness leave of up to sixty (60) working days in any one (1) fiscal year for
1722 the same accident or illness. This leave shall not be accumulated from year
1723 to year, and when any leave will overlap a fiscal year, the employee shall
1724 be entitled to only that amount remaining at the end of the fiscal year in
1725 which the injury or illness occurred.
1726
1727 **13.9.1.1** An employee suffering serious bodily injury during the
1728 performance of their duties as a result of a willful and unlawful
1729 use of force or violence by another necessitating absence from
1730 their duties and responsibilities shall be entitled to leave of up
1731 to one hundred twenty (120) working days in any one fiscal
1732 year for that injury. This leave shall not be accumulated from
1733 year to year, and if this leave overlaps the fiscal year, the
1734 employee shall be entitled to only that amount of leave
1735 remaining at the end of the fiscal year in which the injury or
1736 illness occurred. This leave is intended to provide an additional
1737 60 days of paid leave beyond benefits provided in Section
1738 13.9.1 as a result of an employee suffering a work related

1739 serious bodily injury as a result of a willful and unlawful use of
1740 force or violence against a bargaining unit member.

1741
1742 **13.9.2** Payment for wages lost on any day shall not, when added to an
1743 award granted the employee under the Worker’s Compensation
1744 laws of the State of California, exceed the normal wage for the
1745 day.

1746
1747 **13.9.3** The industrial accident or illness leave is to be used in lieu of
1748 normal sick leave benefits. When entitlement to industrial
1749 accident or illness leave under this Section has been exhausted,
1750 entitlement to other sick leave, vacation or other paid leave may
1751 then be used. If however, an employee is still receiving
1752 temporary disability payments under the Worker’s
1753 Compensation laws of the State of California at the time of the
1754 exhaustion of benefits under this Section, they shall be entitled
1755 to use only so much of their accumulated and available normal
1756 sick leave and vacation leave, which, when, added to the
1757 Worker’s Compensation award, provides for a day’s pay at the
1758 regular rate of pay.

1759
1760 **13.10 Extended Sick Leave:** Each employee in the bargaining unit shall once a year be
1761 credited with a total of 100 days sick leave in addition to the sick leave provided
1762 under Section 13.4.1 of this Article. Each day of sick leave provided by this
1763 Section shall be compensated at the rate of fifty (50) percent of the employee’s
1764 regular salary. The paid sick leave provided for under this Section shall be in
1765 addition to any other paid leave provided for in this Article and shall be used after
1766 the exhaustion of the leaves provided in Sections 13.4. The leave in this Section
1767 shall not be accumulative.

1768
1769 **13.10.1** A unit member must exhaust all accrued full paid sick leave prior to
1770 accessing the one hundred (100) days of extended sick leave (differential
1771 pay). The one hundred (100) days of extended sick leave may be
1772 coordinated with vacation and other paid leaves if the unit member is out
1773 on a district approved medical leave or with approval of the Vice
1774 Chancellor of Human Resources or designee.

1775
1776 **13.11 Reemployment List:** When all available paid leaves of absence have been
1777 exhausted and if the employee is not medically able to assume the duties of the
1778 person’s position, the person shall be placed on a re-employment list for a period
1779 of thirty-nine (39) months. When available, during the thirty-nine (39) month
1780 period, the person shall be employed in a vacant position in the class of the
1781 person’s previous assignment over all other available candidates except for a
1782 reemployment list established because of lack of work or lack of funds, in which
1783 case the person shall be listed in accordance with seniority.

1784
1785 An employee who has been placed on a reemployment list, who has been

1786 medically released for return to duty, and who fails to accept the offer to return
1787 to a vacant position, shall be deemed to have resigned their employment.
1788

1789 **13.12 Parental Leave (Child Bonding):** "Parental leave (child bonding)" is defined as
1790 "leave for reason of the birth of a child of the unit member, or the placement of a
1791 child with a unit member in connection with the birth, adoption or foster care of
1792 the child by the unit member." All full-time and part-time unit members who
1793 have been employed with the District for at least 12 months are entitled to utilize
1794 parental leave. Once per twelve (12) months, the District shall provide a period
1795 of one (1) workweek (forty (40) hours or five (5) days) of fully-paid parental
1796 leave, which shall not be drawn from any existing leave banks, prior to and to run
1797 consecutively with the twelve (12) workweeks of partially paid leave utilizing the
1798 leave described below.
1799

1800 **13.12.1** All unit members who meet the eligibility requirements are entitled to
1801 up to twelve (12) workweeks of parental leave within the first twelve
1802 (12) months after the birth or placement of their child.
1803

1804 **13.12.2** A unit member is entitled to take parental leave in intermittent periods
1805 within the 12-month period; however, the aggregate amount of parental
1806 leave taken shall not exceed 12 workweeks in the 12- month period.
1807 Intermittent parental leave must be taken in minimum leave durations of
1808 two weeks at a time. A unit member may be granted a parental leave
1809 request of less than two weeks no more than two times in a 12-month
1810 period.
1811

1812 **13.12.3** The unit member must first use their regular accrued paid sick leave,
1813 and then, when this accrued leave is exhausted, the unit member is
1814 entitled to parental leave, paid at fifty percent (50%) of their rate of pay,
1815 for a total of twelve (12) workweeks within a 12-month period after the
1816 birth or placement of the child.
1817

1818 **13.12.4** The unit member is also entitled to use their vacation leave in taking
1819 parental leave, if the unit member chooses to do so.
1820

1821 **13.12.5** A written, signed request by the employee for the leave, specifying the
1822 beginning and ending dates of the period of the leave, shall be submitted
1823 to the District not less than twenty (20) working days before the
1824 commencement date of the leave. If a change in the length of the leave
1825 becomes necessary after the date the request has been approved, the
1826 change shall only affect the date the employee intends to return to active
1827 service.
1828

1829 **13.12.6** Paid parental leave under this Article runs concurrently with unpaid
1830 parental leave under the California Family Rights Act (CFRA) and the
1831 federal Family and Medical Leave Act (FMLA) for a total of twelve
1832 (12) workweeks within a 12-month period after the birth or placement

1833 of the child.

1834

1835 **13.13 General Leaves:** An employee shall have the right to apply for a paid or unpaid
1836 leave of absence at any time upon any terms acceptable to the District and an
1837 employee.

1838

1839 **13.13.1** Any employee in the bargaining unit on general leave shall continue to
1840 receive their current medical, dental, vision, life and long-term disability
1841 insurance benefits for the first three (3) months. After this period, they
1842 shall have the option of continuing medical and/or other insurance
1843 coverage under the District's plan at their own expense.

1844

1845 **13.14 Participation in School Activities of Children Leave**

1846

1847 **13.14.1** A Unit member who is a parent, guardian, step-parent, foster parent, or
1848 grandparent of, or a person who stands in loco parentis to a child, of one
1849 or more children in kindergarten or grades 1 to 12, inclusive, or
1850 attending a licensed child care provider, may take off up to forty (40)
1851 hours each year, to participate in activities of the school or licensed child
1852 care provider of any of their children, if the unit member, prior to taking
1853 the time off, gives reasonable notice to the District of the planned
1854 absence of the unit member.

1855

1856 **13.14.2** If both parents of a child work at the same worksite, the entitlement
1857 under 13.14.1 of a planned absence as to that child applies, at any one
1858 time, only to the parent who first gives notice to the District, such that
1859 the other parent may take a planned absence simultaneously as to that
1860 same child under the conditions described in 13.14.1 only if they obtain
1861 the District's approval for the requested time off.

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1863 **13.14.3** Unit members shall utilize existing vacation, personal necessity, or
1864 compensatory time off for purposes of the planned absence. A unit
1865 member also may utilize time off without pay for this purpose.

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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 Saddleback College and Irvine Valley College Campus Police Departments, 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 their regular duties. The Director of Human Resources, or their 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 their 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 their 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.

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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.

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- 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 obligations of a permanent employee as to any classification in which permanency has been obtained.

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ARTICLE 15

GRIEVANCE PROCEDURE

15.1 General Conditions:

15.1.1 A grievance is defined as a complaint by one (1) or more member(s) of the bargaining unit 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 specific provision(s) of this Agreement alleged to be violated, misinterpreted, or misapplied, 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. 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 grievant shall present the grievance directly to the employee’s immediate supervisor in writing within ten (10) working days of

2065 the informal meeting with a copy of the grievance to the Director of Human
2066 Resources or designee. Within ten (10) working days after receipt of the
2067 grievance, the immediate supervisor shall hold a meeting at which the
2068 grievant shall be present to discuss and seek to resolve the grievance. If the
2069 grievance is not satisfactorily adjusted after the meeting, the immediate
2070 supervisor, within ten (10) working days after the meeting, shall reduce to
2071 writing their response to the grievance.
2072

2073 **15.2.3 Step Two:** If the grievance is not satisfactorily adjusted by employee's
2074 immediate supervisor, or if the employee's immediate supervisor fails to
2075 respond in accordance with Step One, the grievant shall submit the grievance
2076 in writing to the College President or the President's designee with respect to
2077 a grievance arising at the College, or the Director of Human Resources, or the
2078 designee with respect to a grievance arising at the District level, within ten
2079 (10) working days of the response from the immediate supervisor or if the
2080 immediate supervisor fails to respond in accordance with Step One. Within
2081 ten (10) working days after receipt of the grievance at Step Two, the
2082 appropriate administrator shall hold a meeting at which the grievant shall be
2083 present to discuss and seek to resolve the grievance. The grievant and the Site
2084 Representative shall be notified in writing of the response to Step Two within
2085 ten (10) working days after the meeting. The President's designee shall not
2086 be any person who has previously addressed the grievance at any of the
2087 previous levels.
2088

2089 **15.2.4 Step Three:** If the grievance is not satisfactorily adjusted at Step Two or if
2090 the procedures called for at Step Two are not followed, the grievant shall
2091 submit the grievance in writing to the Chancellor or Chancellor's designee
2092 within ten (10) working days of the receipt of the response at Step Two or if
2093 the time periods called for in Step Two have passed. Within ten (10) working
2094 days of receipt of the grievance at Step Three, the Chancellor or Chancellor's
2095 designee will meet with the grievant in an attempt to resolve the grievance.
2096 Within ten (10) working days after this meeting, the Chancellor or
2097 Chancellor's designee shall deliver to the grievant and the Site Representative
2098 the response to the grievance. The Chancellor's designee shall not be any
2099 person who has previously addressed the grievance at any of the previous
2100 levels.
2101

2102 **15.2.5 Step Four:** If the grievance is not satisfactorily adjusted at Step 3, or if the
2103 procedures called for are not followed, the Grievant may submit the grievance
2104 in writing to the Vice Chancellor, Human Resources to then commence
2105 advisory arbitration. The District shall within 10 working days request a
2106 panel of 7 names from the California State Mediation and Conciliation
2107 Service. The parties shall select an arbitrator by the alternate striking method.
2108 The fees and expenses of the arbitration shall be paid equally by the parties.
2109 The loser of the grievance shall however pay the arbitrator's fees. Either party
2110 shall bear the expense of the presentation of its own case. The Arbitrator's
2111 decision shall be advisory to the Board. Any of the time limits set forth in

2112 this Article may be extended by mutual agreement of the parties. No party to
2113 a grievance shall be in any way discriminated against or receive any reprisals
2114 for utilizing this grievance procedure.
2115

2116 **15.3 Grievance Witnesses:** The District shall make available for testimony in connection
2117 with the grievance procedure a District employee whose appearance is requested by
2118 the grievant or POA.
2119

2120 **15.4 Group Grievances:** If the grievance involves employees with different immediate
2121 supervisors, the grievance may be filed at Step Two.
2122

2123 **15.5 Employee-Process Grievance:** An employee covered by this Agreement may
2124 present a grievance directly and have such grievance adjusted without intervention of
2125 POA as long as the adjustment is not inconsistent with the terms of this Agreement.
2126 POA shall be provided a copy of any grievances filed by employees directly and any
2127 responses by the District. Prior to any resolution of any grievance, POA shall be
2128 provided with a copy of the proposed resolution for review. POA shall be given ten
2129 (10) days to file a written response to the proposed resolution. Any disagreement
2130 concerning whether the settlement is inconsistent with the terms of this Agreement
2131 shall be subject to the grievance procedure.
2132

2133 **15.6 Grievance Processing:** The grievant and the POA Site Representative shall be
2134 entitled to process a grievance with no loss of pay or benefits.
2135

2136 **15.7 Separate Grievance File:** All materials concerning an employee's grievance shall
2137 be kept in a file separate from the employee's personnel file, which file shall be
2138 available for inspection only by the employee, the POA Site Representative upon
2139 permission by the grievant and those management, supervisory, and confidential
2140 employees directly involved in the grievance procedure.
2141

2142 **15.8 Purpose:** The District recognizes the need and affirms the right of POA to designate
2143 Site Representatives from among employees in the unit. It is agreed that POA in
2144 appointing such representatives does so for the purpose of promoting an effective
2145 relationship between the District and employees by helping to settle problems at the
2146 lowest level of supervision.
2147

2148 **15.9 Duties and Responsibilities of Site Representatives:** The grievant shall have the
2149 right to have their Site Representative present at any step of this grievance procedure.
2150 The following shall be understood to constitute the duties and responsibilities of Site
2151 Representatives.
2152

2153 **15.9.1** After notifying their immediate Supervisor, a Site Representative may assist
2154 in investigation, preparation, writing, and presentation of grievances. The
2155 Site Representative shall advise the Supervisor of the grievant of their
2156 presence. The Site Representative is permitted to discuss any problem with
2157 all employees immediately concerned, and, if appropriate, to attempt to
2158 achieve settlement in accordance with the grievance procedure.

2159 **15.9.2** A Site Representative may accompany a CAL-OSHA representative
2160 conducting an on-site walk-around safety inspection of any area,
2161 department, division, or other subdivision in fulfillment of the Site
2162 Representative’s responsibilities.
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2164 **15.10 POA Staff Assistance:** Site Representatives shall at any time be entitled to seek and
2165 obtain assistance from POA staff personnel.
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ARTICLE 16

SAFETY

- 16.1 Safety Committee:** A District Safety Committee Workgroup shall include at least one (1) member appointed by POA. This committee shall review health, safety, sanitation and working conditions. This committee should meet regularly and as needed to make recommendations to the District concerning improvements in health, safety, and working conditions.
- 16.2** The District shall meet with designated representatives of POA on an as needed basis to discuss any outstanding Police Officer safety issues. Either party can call for a meeting as needed.
- 16.3 No Retaliation:** No employee shall be in any way retaliated against as a result of reporting any condition believed to be a violation of good safety practices.

ARTICLE 17

DISCIPLINARY ACTIONS

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- 17.1 Disciplinary Action:** Discipline herein shall be defined as dismissal, suspension or demotion. Discipline shall be imposed on permanent employees of the bargaining unit for the following reasons. Probationary unit members are subject to disciplinary action including dismissal without the benefit of advance notice or hearing.
- 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.

- 2300 17.1.17 For other good and sufficient cause as determined by the Chief of Police.
2301
- 2302 17.2 **Timeliness:** The District shall not initiate any disciplinary action for any cause
2303 alleged to have arisen prior to the employee becoming permanent nor for any cause
2304 alleged to have arisen more than two (2) years preceding the date that the District
2305 takes disciplinary action, unless such cause was concealed or not disclosed by the
2306 employee.
2307
- 2308 17.3 **Suspension:** Employees may be suspended prior to the Board of Trustees' final
2309 decision following a Skelly hearing before the Chancellor or designee. The employee
2310 may be suspended without pay following the hearing only if the employee's presence
2311 at work could prove injurious or harmful to the District. If, after a hearing, the
2312 suspension is upheld, the Board of Trustees shall determine whether the suspension
2313 is with or without pay.
2314
- 2315 17.4 **Disciplinary Procedure:** When the District seeks the imposition of any disciplinary
2316 action, notice of such discipline shall be made in writing and served in person or by
2317 certified mail upon the employee by the Chancellor or designee. The notice shall
2318 contain (1) a statement of the specific acts or omissions upon which the disciplinary
2319 action is based, (2) a statement of the cause for which disciplinary action is taken, (3)
2320 the Education Code, policy, rule, or regulation violation, (4) the penalty proposed,
2321 (5) copies of the documentary evidence upon which the disciplinary action is based,
2322 and (6) a statement of the employee's right to appeal the proposed disciplinary action
2323 to the Board of Trustees by filing a written request for hearing with the Office of the
2324 Chancellor within fourteen (14) calendar days from postmark of the District's
2325 Statement of Charges.
2326
- 2327 17.5 The hearing before the Board of Trustees shall be conducted in accordance with
2328 Board Policy 7365, and shall be the exclusive means by which the imposition of a
2329 disciplinary action may be appealed. The Board, at its discretion, may delegate the
2330 hearing to a third party neutral selected by the Board, whose decision shall be
2331 advisory to the Board. In the event the Board decides to delegate the hearing to a
2332 third party, the third party will be selected by obtaining a list of qualified arbitrators
2333 through the California State Mediation & Conciliation Service of the Public
2334 Employment Relations Board. The arbitrator shall be selected by mutual agreement
2335 from that list, or through the striking of names.
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- 2337 17.6 **Decision by the Board of Trustees:** The decision by the Board of Trustees shall be
2338 final.
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ARTICLE 18

LAYOFF AND REEMPLOYMENT PROCEDURES

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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 April 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 sixty (60) 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 sixty (60) 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

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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 their 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 reemployed, 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.

2441 **18.6 Return to Former Classification Following Voluntary Demotion or Voluntary**
2442 **Reduction in Hours:** Employees taking voluntary demotions or voluntary reductions
2443 in assigned time in lieu of layoff shall be, at the employee’s option, returned to a
2444 position in their former class or to positions with increased assigned time as vacancies
2445 become available, within the sixty-three (63) month time limit per paragraph 18.5
2446 above, except that they shall be ranked in accordance with their seniority on any valid
2447 reemployment list.

2448
2449 **18.7 Retirement in Lieu of Layoff:**

2450
2451 **18.7.1** Any employee subject to being laid off or who was in fact laid off may elect
2452 to accept a service retirement from the Public Employee’s Retirement
2453 System in accordance with Education Code Section 88015.

2454
2455 **18.7.2** The employee shall be placed on a thirty-nine (39) month reemployment list
2456 in accordance with of this Article; however, the employee shall not be
2457 eligible for reemployment during such other period of time as may be
2458 specified by pertinent Government Code Sections.

2459
2460 **18.7.3** The District agrees that when an offer of reemployment is made to an
2461 eligible person retired under this Article, and the District receives within ten
2462 (10) working days a written acceptance offer, the position shall not be filled
2463 by any other person, and the retired person shall be allowed sufficient time
2464 to terminate their retired status.

2465
2466 **18.7.4** An employee subject to this Article who retires and is eligible for
2467 reemployment and who declines an offer of reemployment equal to that
2468 from which laid off shall be deemed to be permanently retired.

2469
2470 **18.7.5** Any election to retire after being placed on a reemployment list shall be
2471 retired in lieu of layoff within the meaning of this Article.

2472
2473 **18.8 Reemployment:**

2474
2475 **18.8.1** A classified employee who is laid off shall be placed on a thirty-nine (39)
2476 month employment list and shall have the right to apply for other positions
2477 within the District while the employee’s name remains on the
2478 reemployment list. The employee shall be required to maintain their
2479 current address on file with the District Office of Human Resources.

2480
2481 **18.8.2** If, during an employee’s eligibility period for reemployment, positions
2482 become vacant within a job classification or lower classifications of a laid
2483 off employee or employees, the District shall notify by first class mail
2484 addressed to the last known address on file with the Office of Human
2485 Resources such employee or employees offering reemployment in order
2486 of seniority.

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- 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 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 reemployed within thirty-nine (39) months after being laid off shall be fully restored to their 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:** Upon request, the District shall prepare an updated seniority roster indicating employee’s class seniority, and hire date seniority. Such rosters shall be available to POA for review within a reasonable period of time.
 - 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 to utilize 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 they meet minimum qualifications.

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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

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- 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.

2628 **ARTICLE 21**

2629 **NEGOTIATIONS**

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2632 **21.1 Released Time for Negotiations:** POA shall have the right to designate three (3)
2633 employees, who shall be given reasonable released time to participate in
2634 negotiations.

2635
2636 **21.2 Agreement of Parties:** This Agreement contains the agreement of the parties as to
2637 all existing matters, and for the duration of this Agreement relieves both parties of
2638 the obligation to negotiate those matters specifically included herein. It is agreed
2639 that the District and POA will support the terms of this Agreement during the life
2640 of this Agreement and will not seek change or improvement on any matters subject
2641 to the meet and negotiation process except by mutual agreement.
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ARTICLE 22

LENGTH OF AGREEMENT

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- 22.1 **Length of Agreement:** Upon ratification by both parties, this Agreement shall become effective July 1, 2024 and continue in effect to and including June 30, 2027 and from year to year thereafter unless and until a successor agreement is reached.

- 22.2 This Agreement constitutes the entire agreement between the parties and concludes meeting and negotiating on subjects dealing with wages, hours, 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.

2722 **ARTICLE 23**

2723 **DEFINITIONS**

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- 2726 **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.
- 2729 **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.
- 2733 **23.3** “**Classification description**” is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class.
- 2736 **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.
- 2740 **23.5** “**Differential**” is a salary allowance in addition to the basic rate or schedule based upon hours of employment.
- 2743 **23.6** “**Employee**” shall mean bargaining unit member.
- 2745 **23.7** “**Fiscal year**” is July 1 through June 30.
- 2747 **23.8** “**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.
- 2751 **23.9** “**Hire date**” is the date of first paid service as a regular classified employee.
- 2753 **23.10** “**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.
- 2757 **23.11** “**Incumbent**” is an employee assigned to a position and who is currently serving in or on leave from the position.
- 2760 **23.12** “**Industrial accident or illness**” is an injury or illness arising out of or in the course of employment in the District.
- 2763 **23.13** “**Location**” is defined as any internal operating unit within one of the following: Irvine Valley College, District Services, Saddleback College, and future satellite location.
- 2767 **23.14** “**Longevity**” is years of service with the District regardless of change in position.

- 2769 **23.15** “**Notice**” means whenever notice is required under this Agreement, and no form
2770 of notice is otherwise designed, notice to the District shall be personal delivery to
2771 the Office of the Chancellor and notice to POA shall be written notice delivered
2772 to the President of the local chapter.
2773
- 2774 **23.16** “**Permanent employee**” is a regular employee who successfully completes an
2775 initial probationary period, which shall not exceed twelve (12) work months of
2776 service beyond the initial date of employment.
2777
- 2778 **23.17** “**Probationary employee**” is a regular employee who will become permanent
2779 upon completion of a prescribed probationary period.
2780
- 2781 **23.18** “**Promotion**” is a change in the assignment of an employee from a position in one
2782 classification to a vacant position in another classification with a higher maximum
2783 salary rate.
2784
- 2785 **23.19** “**Reallocation**” is a movement of an entire classification from one salary range or
2786 rate to another salary range or rate.
2787
- 2788 **23.20** “**Reclassification**” is the upgrading of a position to a higher classification as a
2789 result of the increase of duties and/or responsibilities being performed by the
2790 incumbent in such position.
2791
- 2792 **23.21** “**Safety conditions of employment**” means any work-related condition affecting
2793 the health, safety, or welfare of the employee.
2794
- 2795 **23.22** “**Salary rate**” is a specific amount of money paid for a specific period of service.
2796
- 2797 **23.23** “**Salary schedule**” is a series of salary steps and ranges which comprise the rate
2798 of pay for all classifications.
2799
- 2800 **23.24** “**Salary step**” is one of the salary levels within the range of rates for a
2801 classification.
2802
- 2803 **23.25** “**Seniority for Purposes of Layoff**” is based upon Board approved hire date
2804 within each employee’s classification plus higher classifications.
2805
- 2806 **23.26** “**Serious Bodily Injury**” means a serious impairment of physical condition,
2807 including but not limited to, the following: loss of consciousness, concussion; bone
2808 fracture; protracted loss or impairment of functions of any bodily member or
2809 organ; a wound requiring extensive suturing; and serious disfigurement.
2810
- 2811 **23.27** “**Substitute employee**” is a person hired to perform the duties of a position in the
2812 temporary absence of the employee who is regularly assigned to that position.
2813 Based on the current operational practices by the chiefs of police on the use of
2814 substitutes and the issuance of overtime to POA members, current practices shall
2815 be maintained.

- 2816 **23.28** “**Substitute Rate**” shall be computed at step 1 on the salary schedule.
2817
2818 **23.29** “**Transfer**” is a move from an employee’s current location, operating unit, or shift
2819 to another within South Orange County Community College District within the
2820 employee’s same classification.
2821
2822 **23.30** “**Uniforms**” means any clothing of a particular color, design, pattern, or style
2823 required to be worn by the District shall be considered a uniform.
2824
2825 **23.31** “**Voluntary demotion**” is a demotion agreed to in writing by the employee and
2826 the District.
2827
2828 **23.32** “**Working day**” means any day the District Administrative Offices are open for
2829 business.
2830
2831 **23.33** “**Working hours**” means any day the District Administrative Offices are open for
2832 business.



South Orange County Community College District

**POLICE OFFICER SALARY SCHEDULE
2024-25
2.32% Increase
Effective July 1, 2024**

<u>CLASSIFICATION</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Range II Police Officer	Monthly	6,556.67	6,885.08	7,230.92	7,591.08	7,970.75	8,369.75
	<i>Annual</i>	<i>78,680</i>	<i>82,621</i>	<i>86,771</i>	<i>91,093</i>	<i>95,649</i>	<i>100,437</i>
Range IV Police Sergeant	Monthly	7,228.92	7,591.08	7,970.75	8,367.75	8,786.25	9,228.25
	<i>Annual</i>	<i>86,747</i>	<i>91,093</i>	<i>95,649</i>	<i>100,413</i>	<i>105,435</i>	<i>110,739</i>

Hourly Rate = Annual Rate / 2080



South Orange County Community College District

**POLICE OFFICER SALARY SCHEDULE
2025-2026
3.44% Increase
Effective July 1, 2025**

<u>CLASSIFICATION</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Range II Police Officer	Monthly	6,782.25	7,121.92	7,479.67	7,852.25	8,244.92	8,657.67
	<i>Annual</i>	<i>81,387</i>	<i>85,463</i>	<i>89,756</i>	<i>94,227</i>	<i>98,939</i>	<i>103,892</i>
Range IV Police Sergeant	Monthly	7,477.58	7,852.25	8,244.92	8,655.58	9,088.50	9,545.67
	<i>Annual</i>	<i>89,731</i>	<i>94,227</i>	<i>98,939</i>	<i>103,867</i>	<i>109,062</i>	<i>114,548</i>

Hourly Rate = Annual Rate / 2080



South Orange County Community College District

**POLICE OFFICER SALARY SCHEDULE
2026-2027
4.79% Increase
Effective July 1, 2026**

<u>CLASSIFICATION</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Range II Police Officer	Monthly	7,107.08	7,463.08	7,837.92	8,228.33	8,639.83	9,072.33
	<i>Annual</i>	<i>85,285</i>	<i>89,557</i>	<i>94,055</i>	<i>98,740</i>	<i>103,678</i>	<i>108,868</i>
Range IV Police Sergeant	Monthly	7,835.75	8,228.33	8,639.83	9,070.17	9,523.83	10,002.92
	<i>Annual</i>	<i>94,029</i>	<i>98,740</i>	<i>103,678</i>	<i>108,842</i>	<i>114,286</i>	<i>120,035</i>

Hourly Rate = Annual Rate / 2080

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 QUALIFICATIONSKnowledge 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	<input type="checkbox"/> Annual	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 effectively 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:				

V. DIVERSITY, EQUITY & INCLUSION COMPETENCIES				
PERFORMANCE MEASURES	O	E	ME	NI
a. Demonstrates ability to communicate effectively with students and staff from diverse backgrounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Fosters and sustains a supportive, inclusive, and community-centered approach	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Creates positive interactions with students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Handles and addresses situations with an appropriate level of sensitivity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Builds and fosters trust with the communities served	<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 their concerns. Where appropriate, a supervisor and employee may also discuss reasonable accommodations that may enable the employee to perform the essential functions of their 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 designee may determine, in the exercise of their 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 their 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 their 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 their 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 they 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, they 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 their 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 their 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, they shall the 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 their job
- D. Failure of an employee who has committed them self to follow a treatment program or to rigidly adhere to that program will make them 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 their 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 they may be returned to their 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 their 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 their job, including, but not limited to the following:

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

- n. Tests positive for drugs in an amount that would impair job performance.
- o. Tests positive for alcohol in an amount that would impair job performance.
- p. 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.
- q. 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 they agree 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.

VIII. 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	