

AGREEMENT
BETWEEN
EL CAMINO COMMUNITY COLLEGE
DISTRICT
AND
EL CAMINO COLLEGE POLICE OFFICERS
ASSOCIATION

December 1, 2021 through November 30, 2024

AGREEMENT.....	1
ARTICLE 1.....	1
Recognition.....	1
ARTICLE 2.....	2
Definitions.....	2
ARTICLE 3.....	6
Rights of the District.....	6
Section 1. Rights of the District	6
Section 2. Exercise of District Rights	7
ARTICLE 4.....	8
Rights of ECCPOA.....	8
Section 1. Dues Deduction	8
Section 2. Access to Work Areas	8
Section 3. Access to Bulletin Boards	8
Section 4. Use of Facilities for Meetings	9
Section 5. Distribution of Information	9
Section 6. Use of District Equipment and Supplies	9
Section 7. Documents.....	10
Section 8. Use of Telephone and Electronic Services.....	10
Section 9. Use of District Personnel During Workday	10
Section 10. Copies of the Agreement.....	11
Section 11. Board Minutes and Agenda.....	12
Section 12. Other Committees.....	12
Section 13. Release Time Procedures	12
ARTICLE 5.....	13
Hours of Service	13
Section 1. Work Week.....	13
Section 2. Work Day	13
Section 3. Work Schedules.....	14
Section 4. Adjustment Time.....	16
Section 5. Voting Time Off.....	16
Section 6. Meal Periods and Rest Periods	16
ARTICLE 6.....	17
Compensation	17
Section 1. Salary Schedules, Step Placement and Advancement.....	17
Section 2. Overtime	18
Section 3. Court Guarantee Pay	19
Section 4. Guarantee Pay.....	20
Section 5. Work Out of Classification.....	20
Section 6. Pay Period.....	20
Section 7. Reemployment.....	21
Section 8. Payroll Deductions	21
Section 9. Shift Pay Differential.....	21
Section 10. Mileage.....	22
Section 11. Educational and P.O.S.T. Certificate Stipend	22

Section 12.	Attendance Incentive Program	23
Section 13.	Field Training Officer (FTO) Assignment Pay	23
Section 14.	Detective Assignment Pay.....	24
ARTICLE 7.....		25
Employment Status.....		25
Section 1.	Regular Classified Officer.....	25
Section 2.	Police Officer Probationary Status	25
Section 3.	Permanent Status	25
Section 4.	Reserve Officer.....	26
ARTICLE 8.....		27
Performance Evaluation.....		27
Section 1.	Performance Evaluation	27
Section 2.	Schedule of Evaluations	28
Section 3.	"Overall Unsatisfactory" Evaluation	28
Section 4.	Review Procedure.....	28
Section 5.	Acknowledgment of Outstanding Work.....	28
ARTICLE 9.....		29
Paid Leaves		29
Section 1.	General Conditions.....	29
Section 2.	Bereavement Leave	30
Section 3.	Personal Necessity Leave	31
Section 4.	Sick Leave	31
Section 5.	Catastrophic Illness/Injury Leave Plan.....	33
Section 6.	Extended Disability	34
Section 7.	Disability Release.....	34
Section 8.	Quarantine Leave	34
Section 9.	Military Duty Leave	34
Section 10.	Jury Duty	35
Section 11.	Catastrophic Conditions/Civil Unrest	35
Section 12.	Industrial Accident/Illness Leave Plan.....	35
Section 13.	Family Care Leave	37
Section 14.	Sick Leave to Attend to Illness of a Child, Parent or Spouse	38
Section 15.	Judicial & Official Appearances	38
ARTICLE 10.....		39
Unpaid Leave.....		39
Section 1.	General Conditions.....	39
Section 2.	Extended Disability Leave	40
Section 3.	Military Leave	41
Section 4.	Personal Leave	41
ARTICLE 11.....		42
Vacations.....		42
Section 1.	Vacation Allowance	42
Section 2.	Entitlement to Vacation.....	43
Section 3.	Vacation Pay.....	43
Section 4.	Scheduling.....	43
Section 5.	Vacation Pay Upon Termination.....	44

Section 6. Holidays During Vacation Period	44
ARTICLE 12.....	45
Holidays	45
Section 1. Holiday Calendar.....	45
Section 2. Holiday Pay Computation	46
Section 3. Scheduling.....	46
Section 4. Pay for Holidays Worked.....	46
ARTICLE 13.....	47
Insurance Benefits.....	47
Section 1. Medical Insurance	47
Section 2. Dental and Vision Insurance	47
Section 3. Dependent Coverage	47
Section 4. District Supplemental Benefits Plan for Officers.....	47
Section 5. Life Insurance - AD&D.....	48
Section 6. Income Protection Insurance	48
Section 7. Retiree Medical Insurance.....	48
Section 8. Refund of Premiums.....	49
Section 9. Voluntary Tax Sheltered Annuities.....	49
Section 10. Eligibility.....	49
Section 11. Consultation on Change of Program	49
Section 12. Insurance Benefits Committee	50
Section 13. Compensation in Lieu of Dependent Insurance Benefits	50
ARTICLE 14.....	51
Transfers and Job Vacancies.....	51
Section 1. Transfers.....	51
Section 2. Posting of Notice.....	52
Section 3. Notice Contents	52
Section 4. Filing	52
Section 5. Consideration of Applicants.....	52
ARTICLE 15.....	53
Voluntary Termination.....	53
Section 1. Written Notice of Resignation.....	53
Section 2. Acceptance of Written Notice of Resignation.....	53
Section 3. Reemployment Subsequent to a Voluntary Termination	53
ARTICLE 16.....	54
Retirement.....	54
Section 1. Retirement	54
Section 2. Retiree Medical Insurance.....	54
ARTICLE 17.....	55
Layoff.....	55
Section 1. Notice of Layoff	55
Section 2. Order of Layoff	55
Section 3. Demotion or Retirement in Lieu of Layoff	56
Section 4. Voluntary Reduction in Assigned Time.....	56
Section 5. Reemployment Procedures.....	57
Section 6. Insurance Provision	57

Section 7. Seniority List	58
ARTICLE 18.....	59
General Provisions.....	59
Section 1. Personnel Files	59
Section 2. Medical Examination	60
Section 2.1 Drug and Alcohol Testing	61
Section 3. Home Address/Telephone Number	61
Section 4. Non-Discrimination.....	61
Section 5. Tuberculosis Examination.....	61
Section 6. Political Activities	62
Section 7. Professional Growth/Educational Reimbursement Program.....	62
Section 8. Notification of Accrued Vacation and Sick Leave.....	64
Section 9. Uniform, Identification Badge & Personal Equipment	64
Section 10. Training	65
ARTICLE 19.....	66
Disciplinary Action.....	66
Section 1. Public Safety Officers Procedural Bill of Rights Act.....	66
Section 2. Discipline of Probationary Officers	66
Section 3. Causes for Disciplinary Action for Permanent Officers	66
Section 4. Notice to Permanent Officer.....	67
Section 5. Pre-Disciplinary Administrative Conference for Permanent Officers	68
Section 6. Notice of Disciplinary Action/Demand for Hearing	69
Section 7. Amended Supplemental Charges	69
Section 8. Conduct of Hearing	69
Section 9. Limitations on Disciplinary Action.....	72
Section 10. Immediate Suspension Pending Dismissal.....	72
Section 11. Disciplinary Settlement	72
ARTICLE 20.....	73
Safety	73
Section 1. Compliance.	73
Section 2. Safety and Health Committee	73
Section 3. Reporting Safety Hazards and/or Unsafe Work Conditions.....	73
Section 4. Safety/Security Apparel and Equipment.....	74
Section 5. Safety Training.....	75
Section 6. Video Display Terminals (VDT) and Laptop Computer Users.	75
Section 7. Emergency Closure.....	75
ARTICLE 21.....	76
Grievance Procedure.....	76
Section 1. Definition.....	76
Section 2. Informal Meeting.....	76
Section 3. Procedure.....	76
Section 4. Appeal	77
Section 5. Time Limits	78
Section 6. Representation	78
Section 7. Management Representatives.....	78
Section 8. Adjournment.....	78

Section 9. ECCPOA Grievance.....	79
Section 10. Group Grievance	79
Section 11. Witnesses.....	79
Section 12. Grievance File	79
ARTICLE 22.....	80
Work Stoppage Lock Out	80
Section 1. ECCPOA Obligations.....	80
Section 2. Officer Obligations.....	80
Section 3. Lock Out.....	80
ARTICLE 23.....	81
Agreement Conditions and Duration	81
Section 1. Sole Agreement	81
Section 2. District and ECCPOA Obligations.....	81
Section 3. Negotiating Obligation	81
Section 4. Savings Clause	81
Section 5. Reopener.....	82
Section 6. Duration.....	82
AGREEMENT	83
APPENDIX A.....	84
CATASTROPHIC ILLNESS OR INJURY/FAMILY LEAVE DONATION.....	84
APPENDIX B	88
FAMILY CARE AND MEDICAL LEAVE PROCEDURES	88
APPENDIX C	93
EDUCATIONAL REIMBURSEMENT PROGRAM.....	93
APPENDIX D.....	96
RELEASE TIME AUTHORIZATION FORM	96
APPENDIX E	97
SWORN POLICE OFFICERS SALARY SCHEDULE	97
APPENDIX F.....	98
SWORN POLICE OFFICERS SALARY SCHEDULE	98

AGREEMENT

THIS AGREEMENT made and entered into this 15th day of November 2021, by and between EL CAMINO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District," and the EL CAMINO COLLEGE POLICE OFFICERS ASSOCIATION, hereinafter referred to as "ECCPOA."

ARTICLE 1

Recognition

Pursuant to the certification of the Public Employment Relations Board of the State of California, dated May 9, 1978, in Case N. LA-R.785, the District recognizes the Association as the exclusive representative of all Campus Police Officers, hereinafter referred to as "Officers," excluding those designated as supervisory, confidential, and management officers; and all other officers of the District designated as members of the classified service who do not hold the position title of Campus Police Officer.

ARTICLE 2

Definitions

"Classification" is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary rate are appropriate for all positions in a classification.

"Chief of Police or designee" shall be in charge of all law enforcement activities at the El Camino Community College District, Torrance and shall be the person occupying that position or his specified designee.

"Demotion" is a change in assignment of an Officer from a position in one classification to a position in another classification that is allocated to a lower maximum salary.

"Differential" is a salary allowance in addition to the basic rate or schedule based upon hours of his/her employment.

"Displacement Right" is the right of an Officer, under certain conditions as specified in Article 16, Layoff, to displace an Officer with less seniority in a classification.

"Fiscal Year" is July 1 through June 30.

"Job description" is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a classification.

"Minimum qualifications" are qualifications mandated for the position and which must be possessed by an Officer or applicant before he or she can be considered for employment in a specific classification.

"Permanent Officer" is a regular Officer who successfully completes an initial probationary period.

"Probationary Officer" is a regular Officer who will become permanent upon completion of the prescribed probationary period.

"Promotion" is a change in the assignment of an Officer from a position in one classification to a vacant position in another classification with a higher maximum salary.

"Regular Officer" is an Officer, whether permanent, probationary, full-time, or part-time, who is not a restricted, substitute, short-term or student Officer.

"Service Date of Employment" is the first (1st) day of the month following employment or the first (1st) day of the month of employment if the Officer began employment on the first work day.

College Police Officer: A sworn Peace Officer as described in California Penal Code 830.32, California Education Code 72330(a) and ECC Job Classification dated 10/20/09. A full time Officer.

Police Recruit: A student currently enrolled in and attending California POST certified academy. Police recruits may be required to participate in on-the-job training under the supervision of a full time peace officer.

Police Trainee: This is an entry level class for candidates seeking a police officer position. The trainee will attend and must successfully complete training at a District approved POST academy; receive on the job training in patrol procedures, investigation, arrest, search and seizure. Assignment in this class is limited to the duration of the academy period. (ECC job Description; 3/21/94).

Probationary Police Officer: A newly hired sworn peace officer regardless of pre-service or lateral entry experience. Probation is twelve months from date of hire.

Pre-Service: An individual who has satisfactorily completed a California POST certified peace officer academy within three years of completion. This individual may possess only an academy graduation diploma or a diploma, and a basic POST certificate.

Pre-Service Recertification: A California POST peace officer training program designed to provide updated training for those individuals who are no longer in active law enforcement or have not been hired by a law enforcement agency within the past 36 months of their law enforcement agency separation or graduation from a POST certified academy in order to be re-certified by POST.

Lateral: A currently employed experienced California Peace Officer who possesses a California Basic POST certificate.

Honorable Retiree: An honorably retired California Peace Officer as described in California Penal Code.

Reserve Officer, Level 1: Limited duty volunteer Peace Officer assigned to general law enforcement duties or special assignments. 664 hours of basic peace officer training required at a California POST certified academy. Must participate in a 400 hours field training program and required to participate in 24 hours of POST certified training every two years.

Reserve Officer, Level 2: Limited duty volunteer Peace Officer assigned to general law enforcement duties or limited support duties under the immediate supervision by a regular full time peace officer who has completed the regular basic POST academy. Must have successfully completed 333 hours of level 2 and 3 training and required to participate in 24 hours of POST certified training every two years.

Reserve Officer, Level 3: A limited duty volunteer Peace Officer assigned only for duration of specific assignment. These are duties not likely to result in physical arrests. Examples are traffic/crowd control, security at special events, may transport prisoners. Must be under the immediate supervision of a Level 1 reserve or full-time peace officer. Must have successfully completed 144 hours of POST certified training.

POST: California Peace Officer Standards and Training.

Police Academy Graduation Certificate: A certificate issued by a POST certified academy attesting to the fact that the graduate attended and satisfactorily completed the prescribed course of instruction set forth by the California Commission on Peace Officer Standards and Training (POST).

POST Basic Certificate: A California Commission on Peace Officers Standards and Training certificate awarded to a peace officers who has satisfactorily demonstrated proficiency as a California Peace Officer. This proficiency is a result of satisfactorily completing a 12 month probation period in which the Chief must sign a POS Basic Certificate application for award.

ARTICLE 3
Rights of the District

Section 1. Rights of the District

Except as limited specifically by the express terms of this Agreement, the District retains all of the rights and authority conferred upon it by the laws of the State of California to direct, manage and control the affairs of the District. Such rights of the District include, but are not limited to:

- a. The right to determine its organizational structure and to delegate its rights and responsibilities to the Superintendent/President and to such other officials, persons, departments, divisions and committees as it shall from time to time determine;
- b. The right to determine its financial structure including (i) all decisions and conditions relating to all sources of District income, (ii) all investment policies and practices, and (iii) all budgetary matters and procedures, to wit, the budget calendar, the budget formation process, accounting methods, payroll practices, fiscal and budget control policies and procedures, and all budgetary allocations, reserves and expenditures;
- c. The right to acquire, administer and dispose of all district property whether real or personal and whether owned, leased or otherwise controlled, including all land, buildings, facilities, grounds, parking areas, fixtures, machinery and other improvements;
- d. The right to determine all services to be rendered to the students and to the public, including the nature, methods, quantity, quality, frequency and standards of service and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such service, the contracting of services to be rendered and functions to be performed, subject to the requirements of the Education Code;
- e. The right to determine the utilization of personnel including the determination of the number of positions, the qualifications for such positions and the screening and selection procedures for such positions, duties to be performed, and direction of Officers covered by this Agreement, and the utilization of personnel not covered by this Agreement including, but not limited to, the determination of the use of temporary, certificated, confidential, supervisory and management personnel to perform work that is also performed by Officers covered by this Agreement. The determination of the methods of

- selection and assignment of such personnel and the determination of the assignment or reassignment of classified supervisory, confidential and management Officers of the District to positions covered by this Agreement;
- f. The right to determine upon and implement affirmative action and equal employment policies and programs;
 - g. The right to determine the assignment of Officers to work schedules, locations, facilities, offices, equipment, functions, and activities;
 - h. The right to determine standards of performance for all Officers pursuant to the procedures to be used for evaluation of Officers as provided by Article 8, and the right to determine whether any Officer adequately meets such standards, subject to the Grievance Procedure as provided by Article 21 and the requirements of Government Code Section 3300, et seq.;
 - i. The right to suspend or dismiss Officers or to otherwise take disciplinary action against an Officer subject to the requirements of Article 21 and Government Code Section 3300, Et seq.;
 - j. The right to lay off Officers and thereby reduce the number and hours of Officers and terminate or partially terminate the services of Officers subject to the requirements of Article 17;
 - k. The right to determine the School Calendar, with the exception of Officer holidays, the days, times and hours of operation of District facilities, functions and activities;
 - l. The right to adopt reasonable rules and regulations, including rules and regulations related to safety and security matters;
 - m. The right to determine the requirements for, and to manage and control District facilities; such as the cafeteria and other food service centers and bookstore.

Section 2. Exercise of District Rights

The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right to preclude the District from exercising the right in a different manner.

ARTICLE 4
Rights of ECCPOA

Section 1. Dues Deduction

The District will deduct from the pay of Officers covered by this Agreement the dues of those Officers who are members of ECCPOA upon receiving the Officer's voluntary and written authorization for the District to make such deduction. Such authorization shall be revocable. The District will pay over to ECCPOA the amount withheld, shall be reported and paid to ECCPOA on a monthly basis. ECCPOA shall provide sufficient advance notice to Officers authorizing deduction of dues or any increase in dues to allow the member to revoke the written authorization, if desired. ECCPOA will give the District at least forty-five (45) calendar days advance notice of any change in the amount of the monthly dues and shall provide to the District a copy of the notification to affected members. No dues authorization deduction will be effected until it has been on file with the District for at least fifteen (15) work days in advance of the pay period in which the deduction is to be made. ECCPOA agrees to reimburse the District for any dues withheld and paid to ECCPOA by mistake if the District fails to deduct the dues of an Officer who has executed a valid authorization for such deduction. The District will make the correction at the next payroll period if notified by ECCPOA within ample time to make the correction. No such payroll adjustment shall exceed three (3) month's dues.

Section 2. Access to Work Areas

Representatives duly authorized by ECCPOA shall be permitted to transact business on District premises so long as the transaction of such business does not interfere with the performance of an Officer's duties to the District and is conducted during periods of time that the concerned Officer(s) is/are not rendering service to the District.

Section 3. Access to Bulletin Boards

ECCPOA shall have the right to use designated Officer bulletin boards for posting notice of its activities subject to the following provisions:

- a. Posting of information by ECCPOA shall be on designated Officer bulletin boards only.

- b. Items posted by ECCPOA shall contain the name of ECCPOA and shall be signed and dated by an official of ECCPOA.
- c. A copy of posted information shall be filed with the Human Resources Office by ECCPOA.

Section 4. Use of Facilities for Meetings

ECCPOA shall have the right to use without charge District facilities at reasonable times for the purpose of meetings concerned with its representation rights at this District, provided that such use shall not interfere with nor interrupt normal District operations, nor shall cause after hour increased maintenance costs to the District, and that arrangement for such use shall be made in accordance with established procedures. Any additional direct cost shall be paid by ECCPOA.

Section 5. Distribution of Information

ECCPOA shall have the right to distribute information to Officers on matters related to this Agreement and its representational rights at this District subject to the following provisions:

- a. Any item other than confidential POA information to be placed in the intercampus system or sent by mail or email shall bear the name of ECCPOA and the date. A copy of any general memoranda mailed to all Officers shall be filed with the Human Resources Office at El Camino Community College District by ECCPOA.
- b. Usage shall be restricted to distribution of information which is noncommercial and which is not in violation of Article 18, Section 6, Political Activities, and shall be subject to the provisions of regulations governing use of school mail.
- c. District postage or postage machines shall not be used by ECCPOA.
- d. Distribution between District operating locations and Officer mail boxes may be made either by the intercampus mail delivery service or by personal delivery to division offices.

Section 6. Use of District Equipment and Supplies

ECCPOA shall not have the right to use District equipment or supplies for the conduct of ECCPOA business, except ECCPOA officers may, with permission of the appropriate Dean,

Director or Manager, have limited use of typewriters, computers and copier provided ECCPOA provides its own paper supplies.

Section 7. Documents

Upon written request of ECCPOA, the District shall provide ECCPOA with copies of any documents that are a matter of public record provided that these materials are not confidential. ECCPOA shall bear the expense of duplicating any such materials unless there are existing copies available that are not earmarked for other distribution. Such request shall be submitted to the Human Resources Office.

Section 8. Use of Telephone and Electronic Services

The District will provide POA on-campus telephone service, electronic mail, and internet privileges in accordance with the District's E-Mail, Internet and Network Policy (Board Policy 6160) for the purpose of conducting business.

Section 9. Use of District Personnel During Workday

With prior approval of the Officer's supervisor or the Chief of Police, the following time-off during the workday is authorized:

- a. Reasonable time off without pay may be granted to Officers to attend monthly ECCPOA meetings. The officer's supervisor at his/her discretion may authorize the officer to attend the monthly chapter meeting with pay provided the supervisor schedules make-up time within thirty (30) days.
- b. Reasonable time off without pay may be granted to ECCPOA officers to perform other duties for ECCPOA. The officer's supervisor at his/her discretion may authorize ECCPOA officers to perform other duties for ECCPOA with pay provided the supervisor schedules make-up time within thirty (30) days.
- c. Reasonable released time with pay may be granted to an Officer officially designated to represent ECCPOA to attend public meetings of the Board of Trustees.

- d. Released time with pay for two (2) ECCPOA designated Officers on ECCPOA's negotiating committee shall be granted for the purpose of meeting and negotiating in accordance with Government Code Section 3543.1 when such meeting with a designated representative(s) of the District conflicts with the scheduled work hours of such officers. If the meeting is scheduled during the Officer's regularly scheduled time off, compensatory time equal to the officer's regular pay (straight time) will be granted. A Release Time Authorization Form with pay or compensatory time for negotiating committee members shall be submitted by ECCPOA as far in advance as possible to the Chief of Police, who then forwards the form to the Human Resources Office. The straight time will only be granted for the actual time of the meetings
- e. Attend Grievance Procedure Meeting (w/pay).
- f. Release time with pay for one (1) ECCPOA designated Officer to attend Annual Conference with pay up to three days or twenty-four (24) hours.
- g. Reasonable release time with pay may be granted to Officer officially designated to attend Grievance Procedure meetings.
- h. Release time from regular duties with pay for designated POA officials, per current executive board list, to participate in union business during the regular work days. If the union business takes place at any other time, release time from regular duties during the same 40 hour work week will be granted with no loss of pay. Total cumulative time shall not exceed 50 hours per calendar year. Unless approved by the Chief or his designee, this release time procedure shall not result in payment exceeding the officer's regular hourly rate.

Section 10. Copies of the Agreement

The District will reproduce this Agreement and distribute a copy to each Officer and will distribute a copy to each newly hired Officer at the time of his/her employment.

Section 11. Board Minutes and Agenda

The District will furnish ECCPOA with a copy of the minutes of Board meetings and with a copy of the agenda of Board meetings and supporting documents submitted to the Board with such agenda, except for supporting documents of a confidential and/or privileged nature upon request.

Section 12. Other Committees

Officers who are appointed to serve on any committees established by the District shall receive released time with pay if the committee meeting conflicts with the regular duty hours of the Officer. If the committee meetings are scheduled during the Officer's regularly schedule time off, compensatory time equal to the Officers' regular pay (straight time) will only be granted, for the actual time of the meetings.

Section 13. Release Time Procedures

Prior to contractual release time with or without pay as specified in Sections 9 and 12 of this Article, the Officer will inform the immediate supervisor of scheduled meetings or leave requests. Subsequent to a planned leave of absence, the Officer and/or POA will complete and submit a POA Officer Release Time Authorization Form to the Human Resources Office and forward a copy to the immediate supervisor of the Officer. The Human Resources Office will review the form(s) for appropriate activities and will meet with POA representatives on a regular basis to review any concerns, discrepancies or adjustments that may be required. A copy of the POA Officers Release Time Authorization Form is attached as Appendix D.

ARTICLE 5

Hours of Service

Section 1. Work Week

- a. The standard work week for a full-time Officer shall be an average of forty (40) hours of scheduled duty per week. Buyback will be consecutive to regular 12 hour days unless otherwise mutually arranged.
- b. The District may establish a work week of less than forty (40) hours for part time Officers, in which case the Officer shall be paid that percentage of the full-time monthly salary schedule that is equivalent to the percentage of his/her assignment to a full-time schedule, or at an equivalent hourly rate for actual hours worked, whichever method is designated by the District.
- c. For each five (5) days of unused earned sick leave days earned at ECC and on the record as of June 30 of each fiscal year, each officer shall receive one (1) additional paid day (8-hour) off up to a maximum of eight (8-hour) days. Scheduling will be in accordance to Article 11 (Vacations) and Section 4 (Scheduling). In no case will days be carried beyond June 30 of the fiscal year in which earned.

Section 2. Work Day

- a. The standard work day for a full-time officer shall be 12 hours of scheduled time, except during special assignments, for example, Community Oriented Policing Officers, so long as the work week is an average of 40 hours. If an officer is given a special assignment that lasts less than thirty (30) days, the officer assigned to that special assignment will not lose any shift differential he/she was receiving prior to the special assignment until the end of the shift rotation.
- b. The District may establish a work day of less than twelve (12) hours pursuant to Section 1(b) of this Article.
- c. All officers are required to be dressed in the uniform of the day and have all necessary equipment ready to respond to emergency, as well as general service police calls, at the

beginning of their assigned shift. These same requirements apply to overtime assignments along with an additional condition that the officer(s) will be at their venue site upon the start time of the detail.

Section 3. Work Schedules

- a. Upon initial employment and any subsequent change of classification, each Officer shall be furnished by the District with a notice which shall specify the officer's duty hours and days of work with POA input assignment or work location, classification description and salary data.
- b. The District may extend the regularly assigned work day or work week of an Officer on an overtime basis when such extensions are necessary to carry on the business of the District. Eligibility for compensation for such assigned overtime shall be as provided in Article 6, Section 2. An Officer shall not be required to work in excess of sixteen (16) consecutive hours in any twenty four (24) hour period except under emergency conditions or when an officer is officially subpoenaed to appear in court. If the Officer is authorized to work available overtime and it is the Officer's last scheduled work day of the week, the officer may work additional overtime above his/her regular hours, not to exceed eight (8) hours.
- c. (1) A shift Reassignment Request Form will be posted two (2) months in advance of each scheduled shift change for officers to express their preferred shifts. Shift changes are effective January 1, May 1, and September 1. Each shift assignment form will include the shift elimination order and department mandated shift assignments, with an explanation, at the time of posting. Forty-five (45) days prior to the posting of the shift bid, a supervisor or designee will contact officers starting with the most senior to junior and request that officers shift bid. If an officer is absent for any reason prior to or during the shift selection process, they will, prior to leaving, submit in some written form to a supervisor requesting their shift selection(s). If an officer cannot be reached to submit a bid, did not leave a request for a bid(s), or chose not to bid, a supervisor will make a final attempt to contact the officer (email, home phone, cellular phone, etc.) and give them an

opportunity to bid for a shift. If more than 24 hours passes and the officer has not responded, the department will select a shift for the officer.

(2) The Department will post the shift schedules no later than one month in advance of the scheduled change.

(3) Assignments and adjustments to schedules by the Department will be determined by the following priorities:

a) The needs of the Department.

Probationary officers will be assigned one shift rotation after completion of training.

b) Seniority of the requesting officer.

Officers will make one bid on the shift reassignment form. The bid will be the officer's preferred choice given the mandated shift assignments as posted on the shift bid and the seniority of the officer. The shift reassignment form will be completed starting with the most senior officer in descending order until all officers have completed a bid.

No Officer may be assigned to the night shift in excess of three schedule rotations. No Officer shall be forced to work more than two consecutive rotations on the night shift. See Article 6, Section 9 for definition of night or graveyard shift.

(4) A minimum of twelve (12) officers at El Camino College District is required for the 3 consecutive 12 hour day schedules to be in effect. The schedule may revert to either 4 consecutive 10 hour days or 5 consecutive 8 hour days until the minimum number of officers is reached once again. If a reduction below the minimum necessary to maintain the 3/12 schedule occurs and the District chooses to revert to a schedule other than 3/12, a shift bid will be posted immediately and officers will have 5 days to bid. In the event this is necessary, the ECCPOA will assist the District to coordinate a smooth transition.

(5) Any adjustments to the approved schedules shall be authorized by the Chief of Police.

Section 4. Adjustment Time

Any Officer who works an average of thirty (30) minutes or more per day in excess of his regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

Section 5. Voting Time Off

Pursuant to the requirements of Election Code Section 14350 to Section 14352, the District for all statewide and local elections shall provide Officers with sufficient time off to vote (not to exceed two (2) hours of paid time) if the voting time available outside of working hours is not sufficient to enable the officer to vote. The Officer shall request such time off from the Chief of Police or designated supervisor.

Section 6. Meal Periods and Rest Periods

- a. Each officer who works a shift of more than five hours shall receive a paid thirty (30) minute meal period. The department may designate time periods (emergencies, special events, etc.) when obtaining a supervisor's approval is necessary to take a meal period.
- b. Each Officer who is scheduled to work for four or more consecutive hours shall receive one paid rest period of twenty minutes each in each such period, including travel time. The department may designate time periods (emergencies, special events, etc.) when obtaining a supervisor's approval is necessary to take a rest period.
- c. Meal and rest periods may be accumulated with the approval of a supervisor shall be considered as duty time and the Officer shall be subject to all on-call requirements.

ARTICLE 6

Compensation

Section 1. Salary Schedules, Step Placement and Advancement

a. An Officer shall be employed at Step A of the appropriate salary range in accordance with the POA Salary Schedule in effect as of the Officers date of employment unless the District specifies a step other than Step A.

b. Effective December 1, 2021, the El Camino Community College District Sworn Police Officers Salary Schedule (“POA Salary Schedule”) shall be increased by 7.2% (Appendix E).

c. Effective December 1, 2021, there shall be implemented a Longevity Schedule payable upon the employee’s anniversary date. (Appendix E).

- After 10 years of service – 1.5% salary increase
 - After 15 years of service – an additional 1.5% salary increase
 - After 20 years of service – an additional 1.5% salary increase
- (Cumulative total of 4.5%. Longevity pay is based upon base pay, does not include overtime.)

d. Effective July 1, 2022, Step F (5% above Step E) shall be added to the POA Salary Schedule (Appendix F).

e. Effective January 1, 2023, the POA Salary Schedule shall be increased by shall be increased by the state-funded community college COLA, less any deficit factor applied to the El Camino Community College District as determined by the State Community College Chancellor’s Office during fiscal year 2022-2023.

f. Effective January 1, 2024, the POA Salary Schedule shall be increased by the state-funded community college COLA, less any deficit factor applied to the El Camino Community

College District as determined by the State Community College Chancellor's Office during fiscal year 2023-2024.

g. In addition, upon implementation of the revised Article 20, Section 7(b), then the District commencing in the following month shall increase the POA Salary Schedule by 4.27%.

Section 2. Overtime

Overtime work must be authorized by the Chief of Police or designated supervisor.

The following is the procedure for the uniform distribution of overtime for the divisions of the Campus Police:

1. Overtime shall be awarded to the officer with the lowest hours recorded at time of assignment.
2. When two or more officers have the same number of hours at time of assignment, the officer with the most seniority shall be given first opportunity to work.
3. The overtime and seniority list shall be posted in a conspicuous place. Changes will be recorded on a day-to-day basis.
4. New officers shall be credited with the highest amount of hours charged to any officer on the overtime list. New officers are eligible for overtime at the completion of FTO field training.
5. All overtime hours will return to zero (0) after every second shift rotation.
6. All overtime work assignments where two hours or more notice is given shall be posted and bid by the requirements of this section. All officers shall be contacted (in person/phone) who are not in an approved leave status in order of lowest hours by work location. Officers of the other work location will subsequently be contacted to find a volunteer(s) if necessary. If sufficient volunteers for a mandated overtime work assignment do not come forward, selection will be completed by the requirements of the section.
7. The Department will inform an officer who has been selected to work an overtime assignment by annotating the overtime sign-up sheet. It will be the responsibility of the officer to determine if he/she has been selected to work.
8. For mandated work assignments where one or more officers is required, the least senior officer(s), exclusive or those on an approved leave status, shall be noted on the overtime

assignment sheet at the time of posting. The department shall notify the officer who is/are to be mandated to work an overtime assignment in the event insufficient volunteer(s) is/are not found.

9. Overtime will be approved and assigned based on the date of service and start time of each overtime assignment. Multi-day overtime assignments (bookstore for example) will be assigned as above and not a block.

10. No overtime will be posted for less than three (3) hours in compliance with Section 4 of this article.

11. If overtime is cancelled with less than eight (8) hours notice, the assigned officer will be paid for a minimum of three (3) hours.

12. All overtime hours earned will be accounted for and noted on the El Camino College Police Department Overtime Report.

Section 3. Court Guarantee Pay

When an off-duty Officer is ordered by an Official Subpoena (as determined by the Chief or his Designee) to be placed on call in court or provide testimony by phone due to a District related incident, the officer may be compensated in the following manner:

(a) Minimum of two (2) hours of pay or compensatory time at the officer's overtime rate of one and one half time his/her regular rate of pay. To earn this rate of pay, the officer is in an on-call status of two hours or less or the officer provides telephonic testimony that does not exceed two hours time.

(b) A minimum of three (3) hours of pay or compensatory time at the officer's overtime rate of one and one half time his/her regular rate of pay. To earn this rate of pay, an officer actually appears in court or location stipulated in the subpoena or summons and/or reports for duty for any time he/she is not required to be in court.

(c) In an officer's official subpoena business exceeds these time limits, actual appearance will be paid for hours worked on an overtime rate of pay and on-call (no appearance) shall be paid at a straight time allowance.

Section 4. Guarantee Pay

If a Police Officer is required to work during his or her off-hours to perform department-directed duties or assignments, he or she shall be compensated for a minimum of three (3) hours at a rate of time and one half his or her regular pay. In the event that the Officer is required to perform the department directed duty on assignment immediately before or after the scheduled shift, the Officer will be compensated at a rate of time and one half his or her hourly rate for the period worked.

Section 5. Work Out of Classification

An Officer may be required to perform duties inconsistent with those assigned to his classification. If such Officer is assigned duties inconsistent with those assigned to the Officer's regular position for a period of more than five (5) work days within a 15 calendar day period, the Officer's salary shall be adjusted as provided in Section 1(c) of this Article for the entire period the Officer is required to work out of classification and such amounts as will reasonably reflect the duties required to be performed outside the normal assigned duties.

Section 6. Pay Period

Officers compensated on a monthly basis shall be paid twice per month payable on the tenth (10th) and the twenty-fifth (25th) of the month.

Section 7. Reemployment

An Officer who resigned from the service of the District in good standing and who is subsequently reemployed within one calendar year from the date of such termination shall be placed on the experience step of the salary schedule occupied at the time of termination.

Section 8. Payroll Deductions

Officers, by law, become contributing members of the California Public Officers Retirement System (PERS) and of the Old Age Survivors and Disability Insurance Fund (Social Security). Deductions required by the State and Federal Governments are made monthly. Federal and State income tax deductions are made monthly as are other authorized voluntary deductions.

Section 9. Shift Pay Differential

- a. An Officer who is assigned and works two (2) or more days in any workweek to a schedule defined herein, shall receive shift pay differential. Full-time Officers shall receive for such week one-quarter of the monthly shift pay differential. Officers working at least a 50% but less than 100% assignment shall receive a percentage of the differential equal to that of the Officer's assignment. Hourly Officers shall receive shift pay differential on an hourly basis if they are assigned and work the necessary two (2) or more days on a schedule defined herein for each hour worked in such week.
- b. One of the following shift differentials, whichever is greater, shall be paid for work assignments as follows:
 - 1) Mid Shift - A workday assignment which ends after 8:30 p.m. shall be compensated on the basis of \$55 per month.
 - 2) Night Shift - A workday assignment which begins at 7 p.m. or later but before 4 a.m. shall be compensated on the basis of \$145 per month, effective.

- c. An Officer who receives a Mid Shift or Night Shift differential premium shall suffer no reduction in premium when assigned temporarily (thirty (30) working days or less) to another shift with lesser premium or no premium.

Section 10. Mileage

An Officer authorized by the Chief of Police or designated supervisor to use the Officer's vehicle on District business shall be reimbursed for all miles driven on behalf of the District at the rate established by the District.

An Officer shall be authorized to use the Officer's vehicle if it is more time-efficient to drive from the Officer's residence to the training location rather than drive to El Camino College, retrieve a District vehicle, and then drive to the training location.

Section 11. Educational and P.O.S.T. Certificate Stipend

- a. An educational stipend of \$28 per month shall be paid to each officer who completes thirty (30) units of college credit from an accredited institution.
- b. An educational stipend of \$50 per month shall be paid to each officer who possesses a Bachelor of Science degree or Bachelor of Arts Degree from an accredited institution. This \$50 stipend replaces the \$28 per thirty (30) unit stipend.
- c. A P.O.S.T. stipend of \$28 per month shall be paid to each officer who possesses a P.O.S.T. Intermediate Certificate.
- d. A P.O.S.T. stipend of \$50 per month shall be paid to each officer who possesses a P.O.S.T. Advanced Certificate. This \$50 stipend replaces the \$28 per month Intermediate Certificate stipend.
- e. Stipends are payable on the date of eligibility. If an officer is eligible prior to hire date, the date of eligibility is considered to be the date of hire. If the eligibility occurs after the hire date, eligibility will be considered the date of achievement, or graduation. Upon written notification to the District, the stipend will be retroactive to the date of eligibility from the effective date of this contract. Within six (6) months after the date of eligibility

or the date of hire, a written notification shall be submitted to the District requesting the stipend.

Section 12. Attendance Incentive Program

a. Purpose.

The purpose of the Attendance Incentive Program is to recognize those Officers who have an exemplary attendance record.

b. Annual Recognition.

Upon approved application submitted in letter form to the Human Resources Office, if an Officer has not been absent for any consecutive twelve (12) month period, he/she shall be granted a \$150 award to be paid as soon as possible. Absences for this purpose do not include holidays, scheduled vacations, bereavement leave, jury duty, or closure by the District for a department/area, or campus as a whole. No Officer shall be entitled to more than one (1) award per calendar year for the duration of this Agreement.

c. The program is not intended to encourage or permit Officers who are ill to come to work. The District reserves the right to send an Officer home if there is reason to believe the Officer is too ill or contagious to remain at work.

d. To be recognized for an exemplary attendance record and receive the \$150 award, Officers must submit their request to participate in the Attendance Incentive program within three (3) months of completing twelve consecutive months of perfect attendance.

Section 13. Field Training Officer (FTO) Assignment Pay

a. A typical field training officer program is 12-16 weeks. New officers are paired with more experienced officers for on-the-job training. During a new officer's training period, that officer may work with 3-4 field training officers.

b. Qualifications for consideration as field training officer include: two years experience as a police officer; successful completion of the P.O.S.T. FTO Course; and satisfactory performance.

c. Effective January 1, 2000, FTO assignments will be based on various factors including, but not limited to, departmental and trainee needs, available training personnel, and shift assignments. Every effort will be made to initially assign FTO duties on a seniority basis

and subsequently rotate thereafter. Field training officers will be listed by seniority. When the officer has finished with the training period, he or she will go to the bottom of the FTO list. Newly qualified field training officers will be placed on the bottom of the FTO list.

- d. An Officer who is assigned to work as a field training officer shall be paid a special duty pay at the rate of \$150 per four (4) week assignment provided that the officer is actually engaged in the training of a new officer or a department related assignment.
- e. In the event that the field training officer is engaged in training a police reserve officer, special duty pay of \$10.00 per day shall be paid upon the completion of the training for that FTO. Training a reserve officer will not affect standing on the FTO list.

Section 14. Detective Assignment Pay

An Officer who is assigned to work as a Detective for a period of (1) one or more months shall be paid special duty pay at the rate of \$150 per month of such assignment up to a limit of 12 months. Assignment to the Detective position will be rotated annually as needed.

ARTICLE 7

Employment Status

Section 1. Regular Classified Officer

- a. A Regular Classified Officer, also known as Police Officer in this Agreement, refers to an Officer who may gain permanent status as defined in Section 3 of this Article.
- b. Upon authorization of the Board of Trustees, a classified position may be created under federal or state legislative enactment or other special funding and not designated as part of the regular District program. Such position shall, nevertheless, be a part of the classified service. A person employed in such position shall be a Regular Classified Officer and shall enjoy all of the rights; burdens and benefits accorded other Officers under the terms of this Agreement.

Section 2. Police Officer Probationary Status

On the date of beginning employment as a sworn police officer in the classified service of the District, a Regular Classified Officer shall be required to serve a probationary period of twelve (12) calendar months of active service with the District. Active service is defined as all time in paid status excluding compensation payable under Article 9, Sections 4(c); and any period of unpaid leave of more than eleven (11) work days in a calendar month. An Officer who has not completed his probationary period and who voluntarily leaves the service of the District and who is subsequently reemployed as a Regular Classified Officer shall be required to successfully serve a new probationary period of twelve (12) calendar months of active services beginning on the date of reemployment in such position.

Section 3. Permanent Status

A Regular Classified Officer, who successfully serves and completes the initial probationary period, shall be designated as a Permanent Classified Officer of the District.

Section 4. Reserve Officer

A Police Reserve Officer is a part-time volunteer/casual Officer who has successfully completed a course of training required by the District and approved by the California Commission on Peace Officers Standards and Training. The purpose of a Reserve Police Officer is to supplement and assist, not to supplant full time Police Officers in their full-time duties.

ARTICLE 8

Performance Evaluation

Section 1. Performance Evaluation

The intent of the evaluation process is to assess and recognize the competence of the Officer's performance. This process will be used as a tool to plan and review Officer performance. The evaluation process shall apply to all Officers.

- a. The District will train all District personnel responsible for performance evaluations.
- b. Each Officer shall be evaluated by the immediate supervisor who has worked most often with the Officer during the evaluation period. Other supervisors (with notation as to source), may add comments to the evaluation. The evaluation procedure shall include a meeting called by the evaluator with the Officer to discuss the Officer's performance. This meeting shall be given a reasonable amount of time to discuss each topic. If an error or omission is discovered during the review meeting, the error or omission shall be corrected.
- c. No evaluation shall be based upon hearsay statements but shall only be based upon the direct observation and/or use of information from other sources, provided the evaluator investigate and verifies this information. The evaluator will provide upon request the names of any individuals related to any statement on the evaluation form.
- d. If the evaluation fails to provide information pursuant to (c) above then that item shall be stricken from the form.
- e. If an Officer receives an unsatisfactory rating in any performance category, the performance evaluation will provide specific recommendations for means of improvement and suggestions of available sources of assistance. Subsequently, one or more conferences shall be held with the Officer to assist him/her in correcting deficiencies previously noted. A record of such conferences shall be prepared by the evaluator for the Officer's personnel file and a copy given to the Officer.
- f. The original copy of the evaluation shall be filed in the Officer's District personnel file and a copy shall be given to the Officer at the meeting. The Officer shall have the opportunity to review, comment, and sign his/her evaluation prior to the placement of said evaluation in the Officer's personnel file. If the Officer elects to comment in writing,

the written comments will be filed with the evaluation. The Officer's signature shall represent discussion and reception of the Officer's performance evaluation, not agreement or admonition of its content.

Section 2. Schedule of Evaluations

Each probationary Officer and Regular Officer shall be evaluated at least twice during the Officer's probationary period. Each permanent and continuing Restricted Officer shall be evaluated at least once annually during the month following their service date of employment. The District may make additional performance evaluations for Officers at any time.

Section 3. "Overall Unsatisfactory" Evaluation

The District may utilize an "overall unsatisfactory" evaluation in subsequent disciplinary proceedings. Any permanent and continuing restricted Officer who receives an "overall unsatisfactory" evaluation may file a grievance directly at Step One.

Section 4. Review Procedure

An Officer in receipt of an evaluation reflecting "needs improvement" for any performance factor may request review by the Chief of Police who will arrange a conference with the Officer. This meeting may include a representative from POA within 10 working days if the Officer requests representation. The Chief of Police will render a written decision to the Officer within ten (10) working days. If the decision favors the Officer, that area of complaint shall be modified from the evaluation to reflect the determination.

If the Chief of Police is absent, the Vice President, Administrative Services will meet with the officer and render a decision.

Section 5. Acknowledgment of Outstanding Work

A supervisor who believes that an Officer's work performance has been exceptional may complete the District's form entitled "Acknowledgement of Outstanding Work Performance" in addition to the District's Performance Evaluation Forms, or at times when periodic evaluations are not required. The outstanding work performance described may have occurred on a day-to-day basis or in an unusually difficult and/or emergency situation. All Acknowledgments of Outstanding Work Performance shall be reviewed and signed by the Officer's immediate supervisor.

ARTICLE 9

Paid Leaves

The District shall grant paid leaves of absence to Officers for: (a) bereavement, (b) personal necessity, (c) disability, (d) quarantine, (e) jury service, and (f) military duty, subject to the provisions of this Article.

Section 1. General Conditions

- a. An Officer who has cause to request a paid leave of absence shall make written application for such leave to the Chief of Police or designated supervisor as far in advance as possible. For (a) bereavement; (b) personal necessity (1), (3), (4) and (5); or (c) disability leave, the Officer shall inform the Chief of Police or designated supervisor of his absence as soon as possible and the Officer will make written application for the leave as soon as practicable. The application for leave shall state the leave category requested, the reason's (s) necessitating the Officer's absence, and the estimated duration of the absence. Approval of the leave shall be in writing signed by the Chief of Police or designated supervisor of the Officer's division. If denied, the Officer will be provided with a statement in writing giving the reasons for such denial.

Supporting Evidence

The District may require an Officer to submit evidence satisfactory to the District to justify the Officer's request for leave of absence. Such evidence may include, but shall not be limited to, a physician's statement, a copy of a subpoena, or a notice of jury service.

b. **Paid Leave of Absence Defined**

A paid leave of absence shall mean salary continuance for the Officer's normal assignment on the day of the paid absence, with full credit for all District benefits to which the Officer is entitled and service credit. An Officer regularly employed on a part-time assignment shall be paid for compensable leaves on the basis of the average number of hours worked, excluding overtime, during the quarter preceding the quarter in which such leave occurs.

1) Leave Status

An Officer who is granted a paid leave of absence shall not be eligible for any other paid leaves(s) provided by this Article during the period of such approved leave unless the Officer presents supporting evidence acceptable to the District.

2) Failure to Return from Leave of Absence

An Officer who fails to return to duty upon completion of a paid leave of absence, and who is not on an approved subsequent leave of absence may be dismissed by the District, unless the Officer was unable, due to causes beyond his control, to return to duty, in which event the Officer must report the circumstances in writing to the District as soon as he is able to do so.

Section 2. Bereavement Leave

- a. An Officer shall be granted up to three (3) days for bereavement purposes for members of the immediate family. If out of state travel or travel excess of 300 miles from the District is required, two (2) additional days shall be allowed.
- b. If an additional period of absence from duty is required for this purpose, an Officer may be granted additional bereavement leave, which additional leave shall be charged as personal necessity leave to the extent such leave is available to the Officer as provided in Section 3 of this Article.
- c. "Immediate Family" is defined as the mother, mother-in-law, father, father-in-law, grandmother, grandfather, or grandchild of the Officer or of the spouse of the Officer, and spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law or sister, sister-in-law of the Officer, or any other person living in the immediate household of the Officer. Individual exceptions may be submitted for approval to the Chief of Police or designated supervisor.
- d. In addition, the following groups are considered "Immediate family": Stepparent, foster child, dependent child or adult of the Officer or spouse of the Officer. The Officer shall, upon request, furnish written evidence to his/her immediate supervisor that the leave taken is in accordance with the provisions of this section.

Section 3. Personal Necessity Leave

- a. An Officer may be absent from duty without loss of pay for up to seven (7) duty days during any fiscal year and have the absence charged to the Officer's accrued sick leave account.
- b. For the purpose of qualifying for paid personal necessity leave, there shall be a compelling reason which required the Officer's absence from duty, which cannot be attended to outside of his duty hours, and which shall be limited to one of the following reasons:
 - 1) An accident involving the Officer's person, property, or the person or property of an Officer's immediate family (as defined in Section 2(c) of this Article) not otherwise chargeable to any other paid leave of absence for which the Officer qualifies.
 - 2) The required appearance of the Officer brought about as the result of a legal notice to appear as a witness before a governmental or judicial agency or court of law.
 - 3) The illness of a member of the Officer's immediate family (as defined in Section 2(c) of this Article) including the birth of a child to the Officer.
 - 4) Any imminent danger as the result of flooding or fire or similar natural catastrophe to the personal residence of the Officer.
 - 5) The death of a member of the Officer's immediate family as defined in Section 2 of this Article when additional leave is required beyond that provided in Section 2, or the death of a significant other of the Officer or of his/her immediate family.
 - 6) Other reasons submitted in writing and approved in advance by the Chief of Police or designated supervisor.

Section 4. Sick Leave

- a. Definition
Sick Leave utilization shall be for physical and mental disability absences, which are medically necessary and caused by illness, injury or pregnancy.

b. Accrual of Sick Leave Benefits

- 1) Each Officer employed full-time on a fiscal year basis shall be entitled to twelve (12) days of sick leave benefits with pay for illness or injury for each fiscal year of service. An Officer employed full-time for less than a full fiscal year is entitled to that portion of the twelve (12) days sick leave per fiscal year of service as the number of months he is employed bears to twelve (12). An Officer regularly employed on a part-time assignment shall be entitled to the same ratio of sick leave benefits of a full-time Officer as the number of hours a full-time (40-hour) work schedule.
- 2) A newly hired Officer shall be entitled to use only that portion of his sick leave award which has been accrued for each month of service actually rendered and may not take his full sick leave for the fiscal year until the first day of the calendar month after he has completed the first six (6) months of active service with the District.
- 3) There shall be no maximum on the number of sick leave days an Officer may accrue. The full amount of unused annual sick leave shall be accumulated from year to year.
- 4) An Officer may use his sick leave at any time during the year; however, an Officer leaving the District during a fiscal year who has used sick leave for that year will be required to reimburse the District for the value of the difference between the number of sick leave days actually accrued for each month of active service in the year and the actual number of sick leave days used, if any.
- 5) Sick leave credit received by transfer from a previous employing California school district of a newly hired Officer shall be accepted and credited to the Officer's sick leave account with the District if the Officer has been employed by such district for a period of one calendar year or more and accepts a position with the District within twelve (12) months of termination from the previously employing district.
- 6) All accumulated sick leave shall be canceled upon termination of service with the District except that accumulated sick leave may be transferred to a subsequent

employing California school district or toward retirement under PERS as provided by law.

c. Difference Pay

Each Officer shall once each fiscal year be credited with a total of one hundred (100) days sick leave including the sick leave provided under Section 4 of this Article. Each day of sick leave provided by this Section shall be compensated at the rate of fifty (50) percent of the Officer's regular salary. In order to qualify for differential pay, an Officer shall first utilize all accumulated sick leave credit, and in no event shall days of differential pay, when combined with days of sick leave utilization, exceed one hundred (100) days in any fiscal year. Only one increment of differential pay shall be allowed for any single and continuous absence that extends into the next fiscal year.

Section 5. Catastrophic Illness/Injury Leave Plan

- a. In accordance with the provisions of AB2007, the Catastrophic Illness/Injury Leave Plan is available to eligible Officers. The purpose of this plan is to permit Officers with a catastrophic illness or injury to solicit individual donations of vacation and sick leave from fellow Officers and/or from the Leave Bank. Eligibility provisions and procedures are outlined in Appendix A.
- b. A catastrophic illness or injury is one that is expected to incapacitate the Officer for an extended period of time and taking extended time of work creates a financial hardship for the Officer because he/she has exhausted all sick leave and other paid time off.
- c. The Catastrophic Illness/Injury Plan is not grievable.
- d. This plan was jointly developed as an institutional program by ECCE, Federation, POA, confidential Officers, and management. Changes to this institutional plan cannot be made without the agreement of all constituent groups.

Section 6. Extended Disability

If the Officer is still disabled at the conclusion of all available paid disability leave(s) and is unable to return to work, Article 10, Section 2, Extended Disability Leave, shall apply.

Section 7. Disability Release

The District may require a satisfactory written statement from a Board Certified or Board Eligible psychiatrist physician, or clinical psychologist specializing in the area of concern and mutually agreed upon by the District and the Officer, releasing the Officer to return to all duties of his position before the Officer may return to duty after expiration of a disability leave. Such statement shall be submitted by the Chief of Police or designated supervisor. Pursuant to Section 1(b) of this Article, the District may require additional health information. An Officer may return to duty on a limited basis, i.e., less than normal daily work hours, so long as the Officer can perform any and all of the duties assigned to the position.

Section 8. Quarantine Leave

An Officer shall receive full salary during the period of quarantine by duly constituted governmental authority.

Section 9. Military Duty Leave

An Officer who is called for and serves temporary military duty or who enlists or is otherwise ordered or called to active duty in the armed forces of the United States, or the National Guard, if he/she has completed one (1) full year of active classified service with the District and/or in recognized military service, be entitled to a military leave without loss of compensation for up to the first thirty (30) calendar days of necessary absence from duty as ordered provided that such leave shall be applicable each calendar year due to temporary military service. The applicable state laws can be found at Military & Veterans Codes 389 et seq. (M&V Code). The applicable

federal law is the Uniformed Services Employment and Reemployment Right Act (USERRA) and can be found at 38 U.S.C. at 301 et seq.

Section 10. Jury Duty

- a. An Officer may be absent from duty without loss of pay as a result of having been called for and appearing for jury duty, excluding a grand jury.
- b. The Officer serving on jury duty, who receives pay from the District during such absence, shall be required to collect jury duty fees and remit such fees to the District.
- c. The Officer shall be required to perform assigned service to the District during any work day or fraction thereof that the Officer is released from jury service, provided that a reasonable period of time shall be allowed for necessary travel.
- d. An Officer who is assigned to a weekend, evening or night work schedule who serves on jury duty, shall be reassigned during each day of such service to a day work schedule, Monday through Friday, 8:00 a.m. – 5:00 p.m. If the required jury duty service is less than one week or falls on the Officer’s regularly scheduled day off, release time shall be granted to the Officer.

Section 11. Catastrophic Conditions/Civil Unrest

At such times as the Campus is officially closed due to catastrophic or civil unrest conditions, those Officers who are required to work their regularly scheduled shifts, shall be given release time equal to those hours served at a mutually arranged time.

Section 12. Industrial Accident/Illness Leave Plan

- a. An Officer shall report any injury or illness arising out of and during the course of employment with the District to the Officer’s supervisor within twenty-four (24) hours of the occurrence or as soon as possible.
- b. An Officer who receives a temporary disability payment for such accident or illness under Worker’s Compensation shall remit such payment for such period of time while on

paid disability leave to the District. Such obligation shall be limited to the amount payable by the District for such period.

- c. An Officer who becomes disabled due to an illness or injury arising out of and during the course of employment with the District, shall be granted paid industrial accident or illness leave for the period of time the Officer is unable to render service to the District, not to exceed sixty (60) working days per fiscal year for the same accident, except when any industrial accident occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the Officer shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury. Such leave shall be granted prior to the aware of other paid District disability leave benefits for which the Officer is eligible. A continuation of basic compensation up to one year including the sixty (60) days listed below, shall be provided for Officers who suffer physical injuries not caused by personal negligence, while performing hazardous duties directly related to their position as a police officer.
- d. Upon exhausting benefits provided under this subsection, an Officer who continues to be disabled shall be entitled to other paid leave benefits as shown below, provided that all such leave benefits shall not, when combined with any temporary disability award under Workers' Compensation, exceed 100% of the Officer's salary.

Beginning on Date of Disability

<u>60 Days</u>	<u>100 Days</u>
Industrial Accident Leave or Illness leave	Awarded Sick Leave for Current Year
	Accumulated Sick Leave for Prior Years
	Accrued Vacation Leave and/or Sick Time
	Difference Pay

- e. If the Officer files a Workers' Compensation claim, and if such claim is approved by the District, after the use of Industrial Accident/Illness Leave, unless otherwise indicated by the Officer, an Officer shall use the remaining days of leave as indicated in the following sequence. Such leave shall be coordinated with the District's Workers' Compensation carrier.
 - 1) Awarded Sick Leave for Current Year in ½ day increments.
 - 2) Accumulated Sick Leave for Prior Years(s) in ½ day increments.

- 3) Difference Pay.
 - 4) The Officer will be given the option to use any accrued Vacation Leave and/or Comp. Time in ½ day increments. If applicable, the Officer will then receive temporary disability payments from the District's Workers' Compensation carrier. The coordination of such benefits shall not exceed 100% of the Officer's regular salary.
- f. An Officer receiving benefits under this subsection shall remain within the State of California, unless the district authorizes travel outside of the state.
 - g. When a Worker's Compensation award is endorsed payable to the District, paid leave, other than industrial accident or illness leave, shall be charged that percentage that is produced by a quotient when dividing the Officer's pay for the Officer's regular assignment, less the amount assigned over, by the amount of pay for the Officer's regular assignment.
 - h. An Officer shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized District's or Workers' Compensation physician certifying the Officer's ability to return to the position classification without restrictions or detriment to the Officer's physical or emotional well-being, and in compliance with the American's with Disabilities Act.

Section 13. Family Care Leave

- a. In accordance with the provisions of Federal and State government codes, California Family Rights Act; and the Family and Medical Leave Act, eligible Officers may apply for additional leave.
- b. The Human Resources Office will annually notify all Officers regarding the provisions of the federal and state leave acts.
- c. The provisions of these government codes are not grievable; however, the denial of a request for Family Care Leave may be appealed to the Vice President responsible for human resources functions.
- d. General guidelines regarding the provisions of both the federal and state Family Care Leave Acts are included in Appendix "B".

Section 14. Sick Leave to Attend to Illness of a Child, Parent or Spouse

- a. In accordance with Section 233 of the California Labor Code, Officers may use accrued sick leave during any calendar year, up to six days per year, to attend to an illness of a child, parent or spouse.
- b. These absences will be charged to the Officer's accrued sick leave account.
- c. This section does not extend the maximum period of leave to which an Officer is entitled under the Federal Family and Medical Leave Act or the California Family Rights Act, and it does not apply to the use of differential leave pursuant to Section 88196 of the California Education Code.
- d. The use of accrued sick leave for purposes of this section is in addition to any accrued sick leave used for personal necessity pursuant to Section 3 of this Article.

Section 15. Judicial & Official Appearances

The District will grant paid leave to an Officer for a judicial or other official appearance to which the District is a party so long as the Officer is not a litigant in that proceeding.

ARTICLE 10

Unpaid Leave

The District may grant unpaid leaves of absence to Officers, subject to the conditions set forth in this Article.

Section 1. General Conditions

a. Application for Leave of Absence

An Officer who requests an unpaid leave of absence shall make written application for such leave on a form provided by the District and shall submit such form to the Chief of Police or designated supervisor as far in advance as possible. The application for leave shall state the leave category requested, the reason(s) necessitating the Officer's absence, and the period of time for which the leave is requested. The disposition of such request will be provided to the Officer in writing by an appropriate official of the District. If leave is denied, the Officer may submit his request to the Vice President, Administrative Services for disposition.

b. Unpaid Leave of Absence Defined

An unpaid leave of absence shall mean the Officer shall have deducted an amount equal to 1/22 of the Officer's total regular monthly salary for each work day of such absence, except that when only two (2) or less days are actually worked in any one month, the Officer shall be paid 1/22 of the Officer's total regular monthly salary for each actual day worked during that month. An Officer who is granted an unpaid leave of absence shall not be entitled to any paid leave benefits during the period of such unpaid leave.

c. Continuation of Benefits

An Officer who is granted an unpaid leave of absence of eleven (11) or less work days in a month (22), shall have his/her current medical, vision, dental and life insurance continued for that month, and shall not be required to pay the District's portion of the cost of such coverage during such month. An Officer granted an unpaid leave of absence which exceeds (11) work days in a month (22), may continue his/her current medical, dental and life insurance during the duration of leave upon monthly advance payment to the District of the full cost for such coverage. Continuation of insurance shall;

however, be subject to any limitations contained in the master insurance policies concerning the length of time that such insurance coverage may be continued.

d. Failure to Return from Leave

An Officer who fails to return to duty upon completion of an unpaid leave of absence may be dismissed by the District unless the Officer was unable, due to causes beyond the Officer's control, to return to duty, in which event the Officer must report the circumstances in writing to the District as soon as he is able to do so.

Section 2. Extended Disability Leave

a. Conditions

A Permanent Officer who suffers an extended disability and who is thereby unable to perform the duties of his/her position, may, upon exhaustion of the Officer's entitlement to disability leave benefits as provided in Article 9, Section 4, be granted an unpaid extended disability leave in increments of three (3) calendar months not to exceed a total of eighteen (18) calendar months. The Officer's request for such unpaid leave shall be submitted to the Office of Human Resources at least ten (10) work days prior to the expiration of paid leave benefits and shall be accompanied by a physician's statement as to the nature of the disability, the necessity of such leave, and the estimated duration of the disability. The District may require additional evidence of disability.

b. Reemployment

If, at the conclusion of all approved disability absences, paid or unpaid, the Officer is still disabled and unable to perform the duties of his/her position, the Officer's services shall be terminated and the Officer shall be placed on a reemployment list for a period of thirty-nine (39) months. If, at any time during the prescribed thirty-nine (39) months, the Officer is able to assume the duties of his/her position, the Officer shall notify the Office of Human Resources in writing and provide a satisfactory medical release. Upon receipt of such notification and release, the Human Resources Office shall notify the Officer in writing of any vacant Regular Unit position(s) in the classification of his previous assignment within the prescribed thirty-nine (39) months and offer the Officer reemployment in such position. Such reemployment will take

preference over all other applicants except that an Officer on the thirty-nine (39) months reemployment list due to an extended disability shall be ranked according to his proper service credit, as provided in Article 16, in the event another Officer in the same classification is eligible for reemployment because of having been laid off under the provisions of Article 16. An Officer who has been placed on the reemployment list due to an extended disability, who has been medically released to return to duty, and who fails to notify the Human Resources Office or to accept an appropriate assignment within ten (10) days of receipt of an employment offer, shall be deemed to have declined reemployment, and the Officer's name shall be removed from the reemployment list including all rights thereto. Upon reemployment, the Officer shall be reinstated as a continuing Officer of the District.

Section 3. Military Leave

Military leaves shall be granted in accordance with applicable law.

Section 4. Personal Leave

The District may grant a permanent Officer an unpaid personal leave of absence including but not limited to requests for maternity and paternity leaves for such periods of time as it determines appropriate. Such periods shall not exceed six (6) calendar months provided that the District may, upon written applications, extend the leave for an additional period of up to six (6) calendar months and provided that no leave of absence so granted shall exceed a total of eighteen (18) calendar months.

ARTICLE 11

Vacations

Section 1. Vacation Allowance

An Officer who is regularly employed on a full-time basis shall be entitled to a vacation allowance for each calendar month based on his years of service in which the Officer is in paid status for eleven (11) days or more as set forth in the following schedule. An Officer regularly employed on a part-time assignment shall earn vacation in accordance with the schedule on a prorated basis:

<u>Years of Service</u>	<u>Monthly Accrual</u>	<u>Annual Accrual (full 12 months)</u>
First Service Year	1.000 days	12 days
Second Service Year	1.167 days	14 days
Third Service Year	1.167 days	14 days
Fourth Service Year	1.333 days	16 days
Fifth Service Year	1.333 days	16 days
Sixth Service Year	1.500 days	18 days
Seventh Service Year	1.500 days	18 days
Eighth Service Year and thereafter	1.667 days	20 days

The vacation allowance will be accrued as of the Officer's Service Date of Employment, which is defined as the first (1st) day of the month following employment or the first (1st) day of the month of employment if the Officer began employment on the first work day. The vacation allowance will be credited to each eligible Officer every July 1 and the monthly factor thereby derived will remain in effect until the Officer's Service Date of Employment when a changed monthly factor, if applicable, will be implemented for the Officer's next service year.

Section 2. Entitlement to Vacation

- a. The vacation allowance shall not be vested in the Officer until he/she has completed six (6) months, except for any period of mandatory vacation scheduling.
- b. After completion of six (6) months of service, the Officer may take his/her earned vacation, subject to the provisions of Section 5 of this Article.
- c. As of July 15th of each year, the Chief of Police or designated supervisor will post a schedule of vacation days accrued as of July 1st for the Officers of the division. The Chief of Police or designated supervisor will meet with any Officer who has more than twenty (20) days accrued and who does not have a vacation schedule sufficient to reduce the accrual to thirty (30) days by December 31st. Every effort will be made by the Chief of Police or designated supervisor to schedule a vacation time for the Officer within the remaining period to meet the thirty (30) day limitation. If the District cannot schedule a sufficient vacation time during this period due to operating requirements, the additional days above thirty (30) accrued as of December 31st will be paid to the Officer as of that date.

Section 3. Vacation Pay

- a. Credited vacation time taken shall be paid at the rate of pay in effect at the time the vacation is taken.
- b. Cash payment for earned and unused vacation credit shall not be made except as provided in Section 3(c) and Section 6 of this Article.

Section 4. Scheduling

- a. Insofar as practicable and consistent with the needs of the District, vacations shall be granted at times most desired by Officers. A vacation schedule shall be established at the beginning of each calendar year for anticipated vacation during that calendar year. Officers shall submit vacations requests for the next Calendar year January 1 – December 31 period to the Chief of Police or designated supervisor by January 31. The Chief will approve or deny these requests by March 1. In the case of overlapping schedules and/or the seniority of requesting Officer at the time of the requested vacation, the Chief may tentatively approve or deny these requests.

- b. Modifications in the vacation schedule may be made during the fiscal year at the discretion of the Chief of Police with two (2) weeks written notice from the requesting Officer. If conflicting vacation requests of Officers in the department must be reconciled, preference shall be given to the timely requests of the most senior Officer. The District may designate periods of the year during which, due to operational needs of the department must be reconciled, preference shall be given to the timely request of the most senior Officer.
- c. The District may designate periods of the year during which, due to operational needs of the department, vacation requests may be restricted.
- d. Additional vacation requests may be made at least thirty (30) days prior to the start of the requested vacation dates. These requests may be granted, subject to department needs. Preference for these requests shall be given to the timely request of the most senior Officer. Other vacation requests may be made with less than thirty (30) days notice. These needs are on a first-come, first-served basis.
- e. A vacation scheduled for a given date may for good cause be rescheduled by agreement between the Officer and the Chief of Police or designated supervisor.

Section 5. Vacation Pay Upon Termination

Upon leaving the employment of the District, an Officer shall receive lump-sum compensation for all earned and unused vacation at the Officer's current rate of pay, except for an Officer who has not completed six (6) months of active service shall not be entitled to such compensation. Any vacation time taken and not earned by the date of termination of employment will be deducted from the Officer's final check.

Section 6. Holidays During Vacation Period

When a designated holiday falls during the scheduled vacation of any Officer, such holiday will not be counted as a vacation day. The Officer will receive holiday pay for each holiday falling within the vacation period.

ARTICLE 12

Holidays

Section 1. Holiday Calendar

- a. The District shall provide the paid holidays set forth below to Officers. To be eligible for holiday pay, the Officer must be in a paid status at least a portion of the workday immediately preceding or succeeding the holiday. The standard District holidays are as follows:

New Year's Day

Martin Luther King's Day

Lincoln's Day

President's Day

Caesar Chavez's Day

(If approved by the Board of Trustees and added to the College Calendar for any year covered by the Agreement.)

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

The District shall provide two (2) additional holidays each year during or in conjunction with the Winter Recess. Those two (2) holidays shall be designated at the time the District Calendar is adopted for each year.

- b. Any day declared by the President or Governor of this state as public fast, thanksgiving, or holiday requiring the closing of schools, or any day declared a holiday by the Board of Trustees shall be a paid holiday for all Officers.
- c. Officers who are not normally assigned to duty during the Winter Recess shall be paid for the four holidays provided the Officer was in paid status during any portion of the work

day of the Officer's normal assignment immediately preceding or succeeding the Winter Recess period.

Section 2. Holiday Pay Computation

- a. For a full-time Officer, a holiday shall be paid on the basis of a twelve (12) hour workday and at the rate of pay in effect at the time of the holiday.
- b. An Officer regularly employed on a part-time assignment shall be entitled to holiday pay on a prorated basis.

Section 3. Scheduling

- a. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.
- b. If Christmas Eve, Christmas Day, New Year's Eve, New Year's Day or Independence Day falls on a Saturday or Sunday, it will be observed on the actual week-end day.

Section 4. Pay for Holidays Worked

- a. When an Officer is required to work on a designated holiday, the Officer shall be given paid compensation or compensatory time off, for such work at the rate of time and one-half the Officer's regular rate of pay, in addition to regular pay received for the holiday.
- b. If an Officer is assigned to a work week other than Monday through Friday and a holiday falls on his scheduled day off, they shall have a choice of either paid compensation for an eight (8) hour day or compensatory time off equal to eight (8) hours.

ARTICLE 13

Insurance Benefits

Section 1. Medical Insurance

Modify the District's medical premium contributions effective January 1, 2012 as follows:

\$590 x 12 = \$7,080	Single
\$1,022 x 12 = \$12,264	2-Party
\$1,328 x 12 = \$15,936	Family

Effective January 1, 2013, the District shall increase these rates by the percentage increase in the District's funded Cost of Living Adjustment (COLA) on the General Apportionment that is funded by the State of California ("Funded COLA") in that Fiscal Year.

Effective January 1, 2012, the District shall contribute (not to exceed) the following amounts for the medical insurance: \$590 per month for single, \$1,022 per month for 2-party, and \$1,328 per month for family. Any difference in the amount between the District contribution for medical insurance and the CalPERS medical insurance premium cost shall be paid by the employee through monthly payroll deductions. The medical plan chosen shall be one of those offered by CalPERS under the Public Employees Medical and Hospital Care Act, unless the District and the ECCPOA agree to change the carrier for health benefit insurance.

Section 2. Dental and Vision Insurance

The District will maintain its current dental and vision insurance plans for Officers. The District will pay the monthly premium for each eligible Officer.

Section 3. Dependent Coverage

The Officer may elect to have eligible dependents covered under the District's medical and dental insurance as provided by Sections 1 and 2 of this Article in which case the District shall pay seventy (70) percent of the cost of such coverage. If the Officer is covered by this Article, the District shall pay the cost of such dependent coverage up to the amount of the monthly premium the District pays for dependent coverage under its medical insurance plan.

Section 4. District Supplemental Benefits Plan for Officers

- a. The supplemental benefit plan is applicable to all eligible retirees ages 55-65 in accordance with Section 7. The CalPERS system will automatically deduct the monthly

insurance premium from the retirees PERS or STRS retirement check and the District will reimburse the retiree for the cost of the Officer's health insurance premium.

Section 5. Life Insurance - AD&D

The District will maintain a life insurance and accidental death and dismemberment insurance plan. The District will pay for the cost of such coverage.

Section 6. Income Protection Insurance

The District will make available to Officers an income protection insurance plan subject to the availability of such plan(s). The Officer who elects coverage by this plan shall pay the entire cost of such coverage.

Section 7. Retiree Medical Insurance

(a) For officers retiring prior to January 1, 2012, the District will provide medical insurance for any officer who has ten (10) years of service with the District and who retires after reaching age fifty-five (55) under the provisions of the Public Employees Retirement System from the time the officer retires until the officer reaches age sixty-five (65) and provided the officer remains fully retired. With respect to officers retiring on or after January 1, 2012, the District will contribute toward the medical insurance premium the single-only rate specified under Article 13, Section 1 for any officer who has ten (10) years of service with the District and who retires after reaching age fifty-five (55) under the provisions of the CalPERS from the time the officer retires, provided (1) the officer remains fully retired under PERS, and (2) any difference in the amount between the District contribution for medical insurance and the selected medical plan premium cost shall be pre-paid by the retiree. The District will also make available to such a retiree medical insurance for eligible dependents with the cost of such coverage to be borne by the retiree, subject to the terms of the insurance policy.

(b) Effective January 1, 1994, and annually thereafter if an officer chooses to retire between the ages of fifty (50) and prior to the employee's fifty-fifth (55) birthday, the District shall offer to the retiree a one-time opportunity at the time of retirement to participate in the CalPERS medical plan until the retiree turns age sixty-five (65) as noted in subsection (a). The

District shall contribute the minimum CalPERS premium payment (currently \$112 per month) for an eligible retiree who elects to participate. At age sixty-five (65), the retiree shall be responsible for the cost of the medical coverage equal to the difference between the District's minimum CalPERS premium payment (currently \$112 per month) and the total cost of the selected medical plan. Note: If in the future the District receives medical insurance from other than CalPERS, then the District shall continue to pay the amount equivalent to the minimum CalPERS premium payment, but to a different medical insurance carrier other than CalPERS.

Section 8. Refund of Premiums

In the event there is a refund of insurance premiums paid, the refund shall be applied to the District's cost for the subsequent year.

Section 9. Voluntary Tax Sheltered Annuities

An Officer may, subject to the provisions of the Internal Revenue Code, the California Revenue and Taxation Code, and the Education Code voluntarily elect to purchase a tax-sheltered annuity or annuities and enter into a written agreement for this purpose and effect a corresponding reduction in his salary.

Section 10. Eligibility

Officers regularly scheduled to work twenty (20) hours or more per week for ten (10) months or more per fiscal year shall have the District contributions provided by Sections 1, 2, 3, 4, 5 and 7 of this Article paid in full.

Section 11. Consultation on Change of Program

The District may for good and sufficient cause change any insurance carrier providing insurance benefits as set forth in this Article during the term of this Agreement or may partially or wholly "self-insure" such benefits, subject to prior consultation with ECCPOA, which in the course of such consultation shall have full access to any material information concerning the cause of such change and the alternatives available. At the request of either party, such consultation may include meetings with a representative of the District's insurance carrier. The total benefit package provided as a result of any such change shall be approximately as beneficial to Unit Members as the existing programs.

Section 12. Insurance Benefits Committee

It is understood that the insurance benefits provided by this Article may be changed in accordance with negotiations between the parties and approved by the Board of Trustees. The POA is entitled to one representative on the Insurance Benefits Committee.

Section 13. Compensation in Lieu of Dependent Insurance Benefits

The District will pay \$420 at the end of each full year of completed service to each full-time Officer scheduled to work 20 hours or more per week for 10 months or more per fiscal year who does not elect dependent medical, dental and vision insurance coverage for such a year. The Officer may, pursuant to Internal Revenue Code regulations, use this sum for a tax sheltered annuity contribution.

ARTICLE 14

Transfers and Job Vacancies

Section 1. Transfers

(a) A transfer is defined as a change of work location and/or supervision either at the same salary range or voluntarily at a lower salary range.

(b) A voluntary change that would result in an increase or decrease in the workday (part time to or from full time) and/or work year (less than twelve (12) month officer to or from twelve (12) month officer) shall be considered a transfer.

(c) The District may transfer officers on a temporary basis.

(d) The District may transfer officers on a permanent basis, provided that prior to any permanent transfer, notice shall be given to the officer(s) and a conference shall be held between the Dean, Director or Manager and the qualified officer(s) in order to discuss the necessities for the transfer.

(e) Any officer may request a transfer at any time. Such request shall be made in writing to the Human Resources Office and shall be kept on file for six (6) months. Requests on file shall be referred to the appropriate Dean, Director or Manager for review and consideration prior to posting a vacancy. The officer shall be notified of the decision to accept or reject the request for transfer including an explanation prior to posting a vacancy. The denial of a transfer request shall not be grievable.

(f) The District will avail itself of transfer opportunities in lieu of laying off an individual.

Section 2. Posting of Notice

(a) Notice of all job vacancies within the unit shall be posted on designated bulletin boards.

(b) The job vacancy notice shall remain posted for a period of ten (10) full working days, during which time officers within the unit may file for the vacancy.

Section 3. Notice Contents

The job vacancy notice shall include: The job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned division, 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 an application for the vacancy.

Section 4. Filing

Any officer may file for the vacancy by completing a District application form in the Human Resources Office within the filing period. The completed District application form shall remain on active file for a minimum of six (6) months in the Human Resources Office. An officer on leave of absence shall have the right to have another person file for the vacancy on his/her behalf.

Section 5. Consideration of Applicants

The hiring committee shall determine which qualified officers will be granted an interview. All hiring committees for vacancies in classifications covered by this Agreement shall include at least one officer who will be appointed by the appropriate bargaining unit within five (5) work days of notification from the committee chair.

ARTICLE 15

Voluntary Termination

Section 1. Written Notice of Resignation

An Officer wishing to leave the service of the District in good standing shall submit to the Chief of Police or designated supervisor a written letter of resignation giving at least ten (10) work days (two weeks) advance notice. In the event of a personal emergency or in the best interests of the District, the advance notice requirement may be waived by the District. The written notice of resignation shall specify, at the minimum, the last date to be worked and the reasons(s) for the resignation.

Section 2. Acceptance of Written Notice of Resignation

The Superintendent/President or his designee shall be empowered to accept in writing the resignation and shall fix the time when the resignations shall take effect, subject to approval by the Board of Trustees. Prior to Board approval, the Officer may withdraw the resignation, subject to the agreement of the Superintendent/President or his designee.

Section 3. Reemployment Subsequent to a Voluntary Termination

Reemployment subsequent to a voluntary termination shall be without credit for prior service, except that such person shall be placed on the experience step of the salary schedule occupied at the time of termination if reemployment is in the same classification the Officer occupied at the time of termination.

ARTICLE 16

Retirement

Section 1. Retirement

An Officer may elect to retire in accordance with the provisions of the Public Officers Retirement System (PERS) upon giving written advanced notice. The Officer service with the District shall be considered terminated upon retirement.

Section 2. Retiree Medical Insurance (See Article 13, Section 7)

ARTICLE 17

Layoff

Section 1. Notice of Layoff

Upon the decision of the District to reduce a sworn classified position or positions in the classified service of the District, written notice of layoff shall be sent by registered mail or delivered in person to the affected Officer by the Human Resources Office.

- a. When, as a result of the expiration of a specially funded program, positions are eliminated at the end of a school year, and an Officer or Officers will be subject to layoff for lack of funds, the Officer or Officers to be laid off at the end of such school year shall be given written notice on or before May 15. If the termination date of any specially funded program is other than June 30, such notice shall be given not less than forty-five (45) calendar days prior to the effective date of the layoff.
- b. Regular Officers shall be subject to layoff only for lack of work or lack of funds. The District shall send written notice of layoff to the affected Officer not less than forty-five (45) days prior to the effective date of layoff, informing the Officer of his displacement rights, if any, and reemployment rights. Any notice of layoff shall specify the reason for layoff and identify by name and classification the Officer designated for layoff.
- c. Should a situation arise in which lack of work or lack of funds results from causes not foreseeable or preventable by the Board of Trustees, the District shall not be bound by the forty-five (45) day notice provision in this Section, but Officers will be given as much notice as is reasonably possible.

Section 2. Order of Layoff

- a. The order of layoff of Officers shall be determined by date of hire as employee sworn campus police officer of the District.
- b. In the case of two or more Officers with the same length of service, a lottery by drawing Officer names within the job classification shall be held to determine the seniority of such Officers.

Section 3. Demotion or Retirement in Lieu of Layoff

- a. An Officer subject to layoff may, in lieu of such layoff, if qualified, subject to the provisions of this Section, elect to be demoted to a lower job classification or to retire under the provisions of this Section, elect to be demoted to a lower job classification or to retire under the provisions of the Public Officers' Retirement System (PERS). The right to elect demotion shall not apply to any classified Officer subject to layoff as a result of the expiration of a specially funded program or to any Restricted Classified Officer.
- b. To be considered for demotion in lieu of layoff, which demotion would result in the displacement of a Regular Classified Officer with less service in the job classification in which the Officer subject to layoff has greater combined service in the lower and/or higher job classifications, the Officer shall be required to notify the Office of Human Resources in writing of such election not later than three (3) work days after receiving the notice of layoff.
- c. An Officer displaced under subsection (b) of this Section shall be subject to layoff according to the provisions of this Article.
- d. An Officer who elects demotion or retirement in lieu of layoff shall, nonetheless, be placed on the thirty-nine (39) month reemployment list and shall be eligible when a position vacancy occurs to return to his/her former job classification in order of his/her service as any other Officer on such list, provided that eligibility for reemployment for an Officer who elects demotion shall be extended for an additional twenty-four (24) months.

Section 4. Voluntary Reduction in Assigned Time

The District may elect, in lieu of full layoff, to offer voluntary reductions in assigned time to Officers within an affected job classification. An Officer who elects and receives a reduction in assigned time in lieu of full layoff shall, nonetheless, be placed on the thirty-nine (39) month reemployment list and shall be eligible to return to this former assigned time in order of service. Eligibility for return shall be extended by an additional twenty-four (24) months.

Section 5. Reemployment Procedures

- a. An Officer who is laid off shall be placed on a thirty-nine- (39) month reemployment list. The Officer shall be required to maintain a current address on file with the Office of Human Resources.
- b. If, during an Officer's eligibility period for reemployment, a regular classified position or positions become vacant within the job classification of a laid off Officer or Officers, the Human Resources Office shall send written notice by registered mail to the last known address of such Officer or Officers offering reemployment in order of services.
- c. An Officer, who receives such notice of reemployment and refuses to accept in writing the offer of reemployment within ten (10) calendar days, shall be deemed to have rejected the offer of reemployment. Failure to reply within ten (10) calendar days will be considered a refusal. After an Officer has declined two (2) such offers, the Officer by such action relinquishes all reemployment rights with the District.
- d. If the Officer in a layoff status accepts the position being offered, the Officer shall have up to thirty (30) calendar days from the postmark date of the notice to report to work. This does not preclude an Officer from returning to work in fewer than thirty (30) calendar days. Should the Officer fail to report back to work within thirty (30) calendar days, all reemployment rights are relinquished.
- e. An Officer reemployed after being laid off shall be fully restored to his/her position with all rights to permanent status. Service credit and benefits shall not, however, accrue during the period of layoff.

Section 6. Insurance Provision

An Officer who has attained permanent status shall be entitled to continue the insurance plans as provided in Sections 1, 2, 3 and 5 of Article 13, Insurance Benefits, for a one (1) year period, subject to the terms of the appropriate insurance policies. The Officer on layoff status shall pay the entire premium cost on the dates designated by the District in order to continue such coverage.

Section 7. Seniority List

- a. At least forty (40) calendar days prior to the effective date of a layoff, the District will provide ECCPOA with a seniority roster.

ARTICLE 18

General Provisions

Section 1. Personnel Files

- a. There shall be one (1) official District personnel file for each Officer. The material in the official District personnel file shall be considered and used as the only official personnel record of the District in any proceeding affecting the status of the Officer's employment with the District.
- b. The material in the file shall be made available for the inspection of the Officer to whom the file pertains except ratings, reports or records which were (1) obtained prior to the employment of the Officer, (2) prepared by identifiable members of the screening committee involved in selection, or (3) obtained in connection with a promotional evaluation.
- c. An Officer shall have the right to inspect the file except as provided in subsection (b) of this Section upon written request. An officially designated representative of ECCPOA, chosen by the Officer, may at the Officer's request accompany the Officer in this review or upon written authorization a representative may review the file. The Review shall be made during normal business hours and at a time when such Officer is not otherwise required to render service to the District unless mutually agreeable to the Officer and the Chief of Police or designated supervisor.
- d. Any item to be placed in the file shall be clearly identified as to its source or originator and its date of receipt by the District.
- e. Information of a derogatory nature, except that listed under subsection (b) of this Section, shall not be entered or filed unless and until the Officer is given a copy of the document and the Officer has the opportunity to have a meeting concerning the matter and an opportunity to make his own written comments, which will be placed in the file attached to the derogatory document. Such written comments shall be submitted within five (5) working days. Such meeting and opportunity to write comments shall take place during normal business hours, and the affected Officer shall be released from duty for this purpose, if necessary, without salary reduction.

- f. Official District personnel files shall only be available to specifically designated persons. No other party shall have access to an Officer's file, except as the result of a legal proceeding, without the written authorization of the Officer.
- g. When an Officer requests, the District will seal, in the Officer's Personnel File, a written reprimand which has existed in the personnel file for two (2) years or more. The District may unseal and review such material in the event it otherwise determines that discipline of the Officers is appropriate. Citizen complaints, however, will be retained and available for review for five (5) years, but will be removed from the file and destroyed after five (5) years, upon written request of the Officer.

Section 2. Medical Examination

- a. If the District has cause to believe that an Officer's ability to perform his/her duties is impaired by a physical, mental or emotional condition, the appropriate Vice President, or designee shall informally discuss this concern with the Officer involved and may, if deemed appropriate, suggest that the Officer seek appropriate professional assistance.
- b. The Human Resources Office may require the Officer to undergo appropriate examinations by a Board Certified or Board Eligible psychiatrist, physician or clinical psychologist selected by the District and specializing in the area of concern at the expense of the District. The Officer may request that the psychiatrist, physician or clinical psychologist selected by the District and the Officer's own psychiatrist, physician or clinical psychologist select a third such professional to conduct the examination which shall be at District expense. The Officer shall be required to execute a release so that the clinical psychologist, physician or psychiatrist may make a confidential report of his findings to the Human Resources Office. In the event the report concludes that the Officer is able to perform his/her duties, the Human Resources Office shall destroy the documentation in the presence of the Officer if the Officer requests such destruction.

Section 2.1 Drug and Alcohol Testing

Upon reasonable suspicion that an Officer cannot safely or effectively perform the duties of the job, or that an on-duty Officer might be under the influence of an intoxicant (as defined in the El Camino Police Department Policies, Procedures and Operations Manual), the District shall have the authority to order a test of that Officer to determine if the Officer is under the influence of an intoxicant. An Officer's refusal to submit to any such testing shall be considered insubordinate conduct and subject the Officer to appropriate discipline.

- a. Testing: If there is a reasonable suspicion to believe that an officer is under the influence of alcohol or illegal drugs while appearing for work, the officer shall be required to submit to urine, breath and/or other related test for evidence of drug and/or alcohol use. The cost of the tests shall be paid by the District. An Officer's refusal to submit to any such testing should be considered insubordinate conduct and subject the officer to discipline up to and including dismissal. Any discipline recommended shall be subject to provisions of Article 18.

Section 3. Home Address/Telephone Number

An Officer shall be required to keep on file his/her current home address and telephone number in the department office and the Human Resources Office. The Officer must notify both the department and Human Resources within forty-eight (48) hours of any change, or on the next working day of the Officer, whichever is shorter.

Section 4. Non-Discrimination

The District and ECCPOA agree not to discriminate against any Officer on the basis of race, religion, national origin, sex, marital status, and age or Officer organization affiliation.

Section 5. Tuberculosis Examination

- a. An X-ray of the chest or a tuberculin skin test shall be required of each Officer every four (4) years (unless otherwise specified by law) and the results of such examination shall be filed with the Human Resources Office. If the tuberculin skin test shows a "positive" reaction, the Officer shall be required to have a chest X-ray examination. The cost of

such examination(s) shall be paid by the District providing that it is administered by a medical facility retained by the District for this purpose.

- b. If the examination results in a find that the Officer is suspected of having active tuberculosis, the Officer shall be immediately released of all duties, granted any paid leave benefits to which he/she may be entitled under Article 9, and shall be reinstated only after conclusive evidence is presented that the Officer is free of active tuberculosis.

Section 6. Political Activities

- a. The following activities by an Officer upon property under the jurisdiction of the District are specifically prohibited:
 - (1) Posting of political circulars or petitions except that portion of College designated bulletin boards set aside for that purpose.
 - (2) Use of the College mail and E-mail systems for the distribution of political material.
 - (3) Disruption of an Officer, for political purposes, during his/her work period.
 - (4) Use of students for writing or addressing political materials, or the distribution of such materials to students.
 - (5) Use of any District facilities, services or time for political purposes.
- b. The term "political" includes, without being limited to, all public elections of any kind or character whatever, school district, city, county, state or national, and the term "activity" includes any participation in political campaigns or other activity.
- c. Violation of any of the foregoing rules may result in disciplinary action.

Section 7. Professional Growth/Educational Reimbursement Program

- a. Professional Growth Committee

Professional Growth Committee is hereby established to be composed of two (2) members appointed by the District and one (1) member appointed by ECCPOA. The District shall budget Five Hundred Dollars (\$500.00) for each fiscal year to be awarded by the Committee to Officers for participation in educational programs, including college courses, conferences, seminars, etc., that relate to the Officer's service with the District. Authorized expenses shall include cost of tuition, conference or seminar fees, and cost of textbooks or other written material and expenses and transportation or portions thereof. The decisions of the Committee on any application are final and not subject to review or

grievance. Staff Development funds may be available to supplement professional growth committee funds.

b. Educational Reimbursement Program

The District will reimburse 100% of the tuition costs/enrollment fees, student body I.D. fee, and applicable health fees of Officers, their spouses and/or legal dependents to attend El Camino College under the following circumstances:

1) Eligibility:

In order for a regular permanent (non-probationary) Officer, spouse, or legal dependents to participate in this program, the Officer must:

(a) Be in active paid status as of the first day of each semester; and

(b) If on approved extended medical or disability leave:

1. Officer: must submit a formal written request for reimbursement through the Exceptions Committee.

2. Spouse and/or Legal Dependents: may participate in the program as established in Section 1 (a).

2) Reimbursement:

The District will reimburse an Officer up to a maximum of 36 units per units per academic year, per participant, for each successfully completed (grades of A - D, or "credit") course for applicable tuition/enrollment fees, health fees and student body fees expended for courses taken by the Officer, and/or his/her spouse and/or legal dependents at El Camino College. It is the responsibility of the Officer to submit the appropriate "Educational Reimbursement Form" within sixty (60) days after the availability of semester grades for which reimbursement is requested.

3) Deferment of fees:

Fee deferment is available upon request through the Business Manager for those Officers who meet the Deferment criteria.

4) Books for Officers:

The District will pay for El Camino College class textbooks and required supplies for each eligible Officer through the Officers Book Program not to exceed the authorized budget.

5) Exceptions:

A Committee comprised of one (1) ECCPOA representative and one (1) District representative will review and make determinations regarding exceptions to this program. The decision of this committee is final and not grievable.

6) Grievances:

This program is not grievable by a spouse or legal dependents of an Officer.

7) Fraud:

Any fraudulent misuse of this program by an Officer, spouse, and/or legal dependents will result in the immediate and total loss of all rights and privileges regarding this program for the entire family and disciplinary and/or legal action may be filed in accordance with the provisions of this contract and according to State and Federal laws.

Section 8. Notification of Accrued Vacation and Sick Leave

The Chief of Police or designated supervisor will post the earned vacation and sick leave each month for the Officers in his/her division.

Section 9. Uniform, Identification Badge & Personal Equipment

The District shall pay for the cost of the purchase and maintenance of any District prescribed official uniform and personal equipment required or used while on duty by an Officer provided that the District shall designate the exact and specific official uniform, badge and equipment to be worn or used. The replacement costs generated by the deliberate misuse or abuse of such uniform or equipment shall be borne by the Officer. The cost of any maintenance including cleaning other than due to reasonable and necessary replacement of such uniform or equipment due to normal wear shall be borne by the Officer. An Officer shall maintain the designated official uniform, identification badge and equipment in serviceable condition at all times while on duty according to the specifications of the division.

Section 10. Training

When the department finds it necessary to send an officer(s) to training to fulfill a special department need, other than P.O.S.T. mandated training, the training class(es) should be posted for all interested officers to sign-up. Selection should be primarily based on the most qualified senior officer. Any officer can also request training outside of this Article to pursue personal interest that are department related.

ARTICLE 19

Disciplinary Action

Section 1. Public Safety Officers Procedural Bill of Rights Act

Probationary and permanent public safety officers are entitled to the protection of the Public Safety Officers Procedural Bill of Rights Act, Government Code section 3300, et seq.

Police officer trainees and other non-public safety officer classifications in the unit shall not be entitled to the provisions of the Public Safety Officers Procedural Bill of Rights Act.

Section 2. Discipline of Probationary Officers

At any time prior to the expiration of the probationary period, the District may, at its own discretion, dismiss a probationary classified Officer from District employment without cause.

Probationary Officers who are terminated for cause may, within five (5) work days of the effective date of the termination, appeal the adverse action to the Vice President, Administrative Services or designee by submitting a written request for an administrative hearing.

Section 3. Causes for Disciplinary Action for Permanent Officers

Causes for disciplinary action for permanent Officers are as follows:

- a. Incompetence or inefficiency in the performance of the Officer's job duties.
- b. Insubordination, including, but not limited to, refusal to do assigned work.
- c. Carelessness or negligence in the performance of duty, or in the care or use of District property.
- d. Discourteous, offensive, or abusive conduct or language toward other Officers, students or the public.
- e. Dishonesty, including the unauthorized use of taking of District property.
- f. Consuming any alcoholic beverage while on duty, or reporting for duty under the influence of any alcoholic beverage.
- g. Use, possession or being under the influence of any illegal substance on District property.

- h. Engaging in political, commercial or outside organizational activity during assigned hours of employment, except as otherwise provided in this Agreement.
- i. Conviction of any crime involving moral turpitude or a felony, or conviction of a crime, which is adversely related to ability to perform, assigned duties.
- j. Arrest for a sex or narcotics offense as defined in the Education Code.
- k. Repeated tardiness; repeated, unreported and/or unauthorized absence.
- l. Abuse of leave privileges, including, but not limited to, sick leave.
- m. Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other school district records, including payroll records, subject to enforcement within thirty (30) days following discovery.
- n. Failure to comply with reasonable District rules and regulations including the Police Department Policy Manual and or provisions of the Agreement.
- o. Persistent violation or refusal to obey safety rules or regulations of the District or of any appropriate state or local governmental agency.
- p. Abandonment of position, including failure upon being medically released to return to duty from disability status, failure to return to duty upon expiration of an unauthorized leave of absence, or failure to report to duty for three (3) or more work days without prior notification and authorization of such absence.
- q. Advocating the overthrow of federal, state, local government by force, violence or other unlawful means, or advocating the use of any force or violence against any individual or group because of race, nationality, gender, political, social, religious, or sexual preference.
- r. Engaging in a work stoppage as provided in Article 22.

Section 4. Notice to Permanent Officer

The District shall give written notice prior to imposition of disciplinary action for proposed termination, demotion, and suspensions of five (5) days or more. For suspensions of less than five (5) days or transfers for purposes of discipline, written notice shall be given upon the Officers return to duty or upon the effective date of the transfer. No written notice of proposed

action shall be given for an admonishment or reprimand. The "Notice of Proposed Action" shall contain the following:

- a. The proposed action and date it is to become effective.
- b. The specific charges(s) the Officer is alleged to have violated and facts (conduct) alleged to have violated a policy, procedure, rule and/or regulation.
- c. That the Officer has a right to respond either orally, in writing, or both.
- d. The date, time and place at which the pre-disciplinary administrative conference is to be conducted, should the Officer desire to exercise his or her right, and that the Officer may be accompanied by a representative.
- e. The pre-disciplinary conference shall be scheduled not less than five nor more than ten workdays after the date of service of the proposed action.
- f. A statement that failure to appear at the pre-discipline conference shall be considered a waiver of this right.
- g. That all known written materials, reports, or documents upon which the proposed discipline is based is attached to or accompanies the notice of proposed action.

Section 5. Pre-Disciplinary Administrative Conference for Permanent Officers

The pre-disciplinary administrative conference provided in Section 4 shall be conducted before the Vice President, Administrative Services or Chief of Police, or designee, and shall constitute the administrative review required by these policies. The administrative review shall be convened at a time designated by the District. The Officer may elect to be represented by the ECCPOA, outside counsel, or the Officer may elect to represent himself/herself. The administrative review meeting shall be informal, and the Officer shall have the opportunity to present to the administrator conducting the review any relevant evidence in the form of a narrative presentation and documents relative to the disciplinary action of which the Officer received notice.

Following the administrative review meeting, the administrator in charge shall decide whether the disciplinary action shall be imposed, and if not, whether lesser disciplinary action shall be imposed.

Section 6. Notice of Disciplinary Action/Demand for Hearing

- a. At the conclusion of the pre-discipline administrative conference or date thereof, should the Officer waive his or her right to attend, the District shall give the Officer written notice of the action to be taken.
- b. The notice shall contain all information as set forth in Sections 4a and 4b.
- c. The notice shall contain a statement that the Officer has a right to a hearing on the action taken and the time within which the appeal must be requested, within five (5) work days after service of the notice of discipline.
- d. The notice shall be accompanied by a form; the signing and filing with the Office of the Vice President, Administrative Services shall constitute a denial of the charges and request for an administrative hearing.
- e. A statement that failure to file the request within the prescribed time shall constitute a waiver of the right to a hearing.

Section 7. Amended Supplemental Charges

- a. At any time prior to an Officer's demand for a hearing has been scheduled by the Board of Trustees or hearing officer, the District may serve, on the Officer and file with the Board or hearing officer, an amended or supplemental recommendation of disciplinary action.
- b. If the amended or supplemental recommendation presents new causes or allegations, the Officer shall be afforded all rights set forth in Sections 4 and 5, unless the Officer waives his or her rights under these sections. In any case the Officer shall be given a reasonable time, prior to commencing the hearing, to prepare his or her defense to the amended or supplemental recommendations.

Section 8. Conduct of Hearing

The hearing shall be before a hearing officer, except in those cases where the Board of Trustees determines it will hear the appeal. In any case in which the Board of Trustees hears the appeal, it may utilize the services of its own counsel to advise the Board about procedure, evidentiary or legal issues. Unless specifically requested in writing by the disciplined Officer all hearings shall be considered "open" hearings.

- a. Hearing Officer: The Board of Trustees may appoint a hearing officer who will not be an Officer of the District.
- b. Notice of Hearing: The District shall set the matter for hearing and shall give the Officer at least five work days notice in writing of the date, time and the place of such hearing.
- c. Rights of Officer: The Officer shall attend the hearing and shall be entitled to:
 - 1) Be represented by counsel or any other representative at such hearing;
 - 2) Testify under oath;
 - 3) Cross-examine all witnesses appearing against his/her and all Officers of the District whose actions are in question or who have investigated any of the matters involved in the hearing and whose reports are offered in evidence before the hearing officer of the Board;
 - 4) Present such evidence, as the hearing officer or the Board deems pertinent to the injury;
 - 5) Argue his/her case.
- d. The District shall be entitled to the same rights.
- e. Evidence: The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose, but shall not be sufficient in itself to support a finding unless it would be admissible over objections in civil actions. The rules of privileges and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.
- f. The standard of proof shall be a preponderance of the evidence. There will be reciprocal discovery rights. If an Officer does not appear for a scheduled disciplinary hearing, the right to a hearing is waived and the discipline will be imposed.
- g. Exclusion of Witness: The hearing officer or Board may, in its/his/her discretion, exclude witnesses not under examination, except the Officer and the party attempting to substantiate the charges against the Officer and their respective counsel. When hearing

testimony on scandalous or indecent conduct, all persons not having a direct interest in the hearing may be excluded.

- h. Proposed Decision: Upon completion of the hearing a written proposed decision shall be signed and filed by the hearing officer with the Board of Trustees and shall constitute his/her decision. If the case is heard by the Board of Trustees it shall render a written decision.
- i. The Board of Trustees may accept, reject or modify the proposed decision of a hearing officer. Final decision regarding disciplinary matters rests with Board of Trustees.
- j. Unless the decision by the Board of Trustees provides otherwise, it shall be effective immediately. Notice of the decision shall be mailed promptly to the Officer or his/her counsel or representative. Except for the correction of clerical error, such decision shall be final and conclusive.
- k. Report of Hearing: Hearings before the Board of Trustees or the hearing officer shall be recorded by use of a stenographic reporter or electronic recording machine.
- l. Transcripts of Hearings: Transcripts of hearings shall be furnished to any party involved in the disciplinary action on payment of the cost of preparing such transcripts. When transcripts are provided by the Officer of the District, the cost shall be determined by the Vice President, Administrative Services. When transcripts are provided by an independent contractor, the cost will be established by the independent contractor.
- m. Continuances: The Board of Trustees or a hearing officer may grant a continuance of any hearing upon such terms and conditions as it may deem proper.
- n. Judicial Review: The final decision of the Board of Trustees is subject to judicial review in a court of competent jurisdiction. The provisions of section 1094.6 of the Code of Civil Procedure shall be applicable to the Board's final disciplinary decision. Code of Civil Procedure section 1094.6 provides, in part, that any petition for writ of mandate to the superior court shall be filed not later than the 90th day following the date on which the Board of Trustees' decision becomes final.

Section 9. Limitations on Disciplinary Action

Disciplinary action may be taken for any cause which arose prior to the Officer's becoming permanent if the cause was concealed or not disclosed as required by law, regulation or other District rules, regulation, policies and/or procedures. Disciplinary action shall be taken for conduct, which would constitute a felony under the laws of the State of California.

Section 10. Immediate Suspension Pending Dismissal

Nothing herein shall preclude the District from effectuating an immediate suspension without pay pending final dismissal action when reasonable cause exists to believe that such suspension is in the best interests of the District. Such suspension shall be with pay if the dismissal is subsequently overruled.

Section 11. Disciplinary Settlement

A disciplinary grievance may be settled at any time following the service of notice of discipline. The terms of the settlement shall be in writing. An Officer offered such a settlement shall be granted a reasonable opportunity to have his/her representative review the proposed settlement before approving the settlement in writing.

ARTICLE 20

Safety

Section 1. Compliance.

The District shall conform to and comply with all safety and sanitation requirements of applicable state or federal law.

The District shall provide work and workplaces that are safe and healthful.

The District and officers will follow applicable job safety and health laws while conducting District business.

ECC POA will cooperate with the District in encouraging officers to maintain a safe and healthy work environment.

Section 2. Safety and Health Committee.

The District's Safety and Health Committee shall include one (1) Officer appointed by POA who shall fully participate in the duties and functions of the Committee. The Safety and Health Committee shall normally meet on a monthly basis.

Section 3. Reporting Safety Hazards and/or Unsafe Work Conditions.

(a) Upon identification of any hazard that could result in an injury or illness to individuals, each officer is required to report the hazard to his/her immediate supervisor so that appropriate action may be taken. The supervisor, in turn, will generate an El Camino College Facilities Work Order to correct the identified hazard and the officer will be informed of such action taken.

(b) Officers who become concerned as to the safety of any work condition will promptly notify their immediate supervisor or division administrator. The immediate supervisor or division administrator will evaluate the concern and inform the officer of the result. If the immediate

supervisor or division administrator is unable or unwilling to resolve the concern, the officer may ask for a clarification from the Director of Business Services (Risk Management).

(c) The POA President or his/her designee shall have the right to report safety hazards or unsafe work conditions to the Director of Business Services (Risk Management), or designee, and request a joint investigation of such problem.

No officer will be disciplined or discharged for reporting any safety hazards or unsafe work conditions.

Officers who wish to remain anonymous may report unsafe conditions or safety hazards by submitting the Safety Hazard Identification Form (ECC Form # 20185) directly to the Office of Safety and Health. Upon receipt of the form, the Director of Business Services (Risk Management), or designee, will attempt to investigate and request immediate action to abate the safety hazard or alleviate the unsafe condition.

Section 4. Safety/Security Apparel and Equipment.

(a) The District will provide officers with Personal Protective Equipment when and where required to perform the job in a safe manner.

(a) When required, the District will provide identification badges with a photograph to officers for the purpose of maintaining safety and security.

(1) All designated division officers shall be required to wear appropriate apparel at all times during working hours and while conducting District business. Apparel may be worn to and from work. Failure to wear designated apparel may result in disciplinary action except for extenuating circumstances.

(2) During each fiscal year, the District will reimburse each officer up to \$100 for maintenance, repair or replacement of job approved, related footwear. Officers shall be required to submit a receipt together with the request for reimbursement.

Section 5. Safety Training.

The District will provide officer training with regard to general safety procedures and with regard to any hazards or safety procedures specific to that officer's work assignment in order to maintain a safe and healthy work environment and in the prevention of injuries, illnesses, and accidents in the workplace.

Section 6. Video Display Terminals (VDT) and Laptop Computer Users.

Every officer actively working at a VDT or on a laptop computer shall utilize task rotation every hour in order to prevent eye strain and repetitive motion injuries. It must be understood that this is not to be interpreted as a break from job duties, but rather a change in performing job assignments.

Section 7. Emergency Closure.

(a) In the case of a District-determined emergency requiring officers to serve as Disaster Service Workers, the District may close down operations as necessary campus-wide, or in identified areas, and send officers home. Officers needed by the District to respond to emergencies will be required to report to the El Camino College Incident Commander, or other appropriate emergency response official as directed. Officers scheduled to work later in the day, excluding those on personal leave, vacation, sick leave, or any other paid leave, shall be compensated at their regular rate of pay during the emergency shut-down. California Government Code 3100 declares that public officers are Disaster Service Workers subject to such disaster service activities as may be assigned to them by their supervisors or by law.

(b) When the current State of Emergency proclaimed by the Governor of the State of California as a result of COVID-19 on March 4, 2020 is no longer in effect, then should there be a Federal, State, or Los Angeles County declared State of Emergency requiring the closure of El Camino College Facilities, then all Officers required to work in a District facility that is closed shall be compensated at one and one-half times their hourly rate in effect at the time they are required to work.

ARTICLE 21

Grievance Procedure

Section 1. Definition

A "grievance" is defined as a claim by an Officer that the District has violated a provision of this Agreement and that by reason of such violation the Officer has been adversely affected. It is expressly understood that (a) any dispute concerning the provisions of Article I, Recognition; and (b) any dispute arising out of either the existence of, or the exercise of, any of the rights of the District as set forth in Article 3, Rights of the District; and (c) any dispute arising out of the provisions of Article 8, Performance Evaluation, except for the grievance of an Officer who has received an "overall unsatisfactory" evaluation; (d) any dispute arising out of Article 22, Work Stoppage, and (e) any dispute arising from disciplinary action and/or dismissals are specifically excluded from the Grievance Procedure.

Section 2. Informal Meeting

Before any Officer files a written grievance pursuant to Section 3 of this Article, he/she shall first request a meeting for the purpose of discussing his/her complaint with the Chief of Police or designated supervisor. When the Chief of Police or designated supervisor receives a request from an Officer under this Section, he will arrange a mutually convenient meeting time (within three (3) workdays) with the Officer to discuss the matter and attempt to resolve the complaint. Both parties will make an earnest effort to settle complaints in this manner.

Section 3. Procedure

Any complaint that is not resolved by the informal procedure set forth in Section 2, and which complaint constitutes a grievance as defined in Section 1, must be processed by the Officer in accordance with the following procedure:

Step One

The Officer shall reduce his/her grievance to writing on a form provided by the District and shall submit his/her grievance to the Dean, Director or Manager of the Officer's division. The

grievance shall be so submitted within fifteen (15) workdays from the date the Officer discovered the facts, or should have discovered the facts surrounding the grievance and shall specify the provision or provisions of this Agreement alleged to have been violated and the remedy sought. The grievance shall be signed and dated by the Officer and shall incorporate a statement that the Officer had first attempted to discuss the matter as provided by Section 2.

Upon receipt of the grievance, the Dean, Director or Manager shall promptly forward two (2) copies of the grievance to the appropriate Vice President who shall in turn promptly forward one (1) copy to ECCPOA. The Chief of Police or designated supervisor shall promptly schedule a meeting with the Officer to review and discuss the grievance. Such meeting will be scheduled to take place no later than the fifth (5th) workday from the date the written grievance is received by the Chief of Police or designated supervisor. The Chief of Police or designated supervisor will provide the Officer with a written decision of the grievance by the end of the fifth (5th) work day following the date of the meeting and the giving of such decision will terminate Step One.

Step Two

If the grievance is not settled in Step One, the Officer may appeal his grievance to the Vice President Administrative Services by providing the Vice President, Administrative Services with a copy of his written grievance, a copy of the written response at Step One, and a written statement by the Officer who appeals the grievance. The appeal shall be filed with the Vice President, Administrative Services no later than the end of the fifth (5) workday following the date of the response at Step One. The Vice President, Administrative Services shall schedule a meeting to take place within (5) work days from the date the written appeal is received by his office, to discuss the grievance. A written decision on the appeal of such grievance shall be rendered by the Vice President, Administrative Services by the end of the fifth (5th) work day following the date of such meeting and the rendering of such decision will terminate Step Two.

Section 4. Appeal

The Officer may appeal any grievance, which is not settled at Step Two to the Board of Trustees in Executive Session.

Section 5. Time Limits

If the grievance is not processed by the Officer or ECCPOA in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the last decision made. If the District fails to respond to the grievance in a timely manner at any step, the grievant may proceed to the next step. The time limits set forth in this Article may be extended by mutual agreement in writing between the District and the Officer or the District and ECCPOA.

Section 6. Representation

The Officer shall be entitled to representation by any representative of his/her choice at all grievance meetings with the District. If the Officer desires a representative, an ECCPOA officer shall inform the Chief of Police or designated supervisor and/or the Vice President, Administrative Services of the person selected. Released time without loss of pay for attending grievance meetings with the District will be provided for the Officer and the ECCPOA representative. In situations where an ECCPOA representative has not been invited to represent the Officer, the District shall not agree to a final resolution of the grievance until ECCPOA has a copy of the grievance and the proposed settlement and has been given the opportunity to file a response to the matter within fifteen (15) calendar days.

Section 7. Management Representatives

At any step of the grievance procedure the District may designate a substitute for the person designated herein. One additional management representative may be invited to be present at either the Step One or Step Two meetings.

Section 8. Adjournment

The District representative and the Officer or his representative may agree in writing to adjourn any grievance meeting to be reconvened at a later fixed date.

Section 9. ECCPOA Grievance

If ECCPOA has a grievance against the District, it shall file its grievance at Step Two with the Vice President, Administrative Services within thirty (30) calendar days from the date ECCPOA discovered the facts, or should have discovered the facts giving rise to the grievance. Such grievance is restricted to the rights of ECCPOA under the terms of this Agreement as distinguished from the rights of any Officer or group of Officers. The ECCPOA grievance shall comply with the requirements set forth in Section 3, Step One of this Article. The Vice President, Administrative Services shall process the grievance within the time limits as provided in Section 3, Step Two, of this Article.

Section 10. Group Grievance

If any group of Officers has the same grievance, one Officer may file the grievance on behalf of himself/herself and the other affected Officers. The Officer filing such a group grievance shall obtain on the grievance form the signature of each Officer in the group who thereby authorizes said Officer to process the grievance on his/her behalf.

Section 11. Witnesses

At any step of the grievance procedure the parties may agree to examine witnesses that have relevant material to offer. Any Officer witnesses required to appear in connection with this Article shall suffer no loss of pay.

Section 12. Grievance File

All materials concerning an Officer's grievance shall be kept in a file separate from the Officer's personnel file, which file shall be available for inspection only by the Officer, ECCPOA representatives, and those management, supervisory or confidential Officers directly involved in the grievance procedures.

ARTICLE 22

Work Stoppage Lock Out

Section 1. ECCPOA Obligations

ECCPOA hereby agrees that neither it nor its officers or authorized agents or representatives shall incite, encourage, or participate in any strike or refusal to perform services as provided in this Agreement, or other work stoppage of any nature whatsoever, or any picketing of District premises, except for picketing that is solely informational in nature, during the life of this Agreement. In the event of any strike or refusal to perform services as provided in this Agreement, or other work stoppage of any nature whatsoever or threat thereof, or any picketing of District premises except for picketing that is solely informational in nature, ECCPOA and its officers will do everything within their power to end or avert the same.

Section 2. Officer Obligations

Any Officer authorizing, or engaging in, or participating in, or encouraging, or sanctioning, or recognizing or assisting in any strike, or refusal to perform services as provided by this Agreement, or any work stoppage, or other concerted interference with District operations in violation of this Article, or refusing to perform duly assigned services in violation of this Article shall not receive compensation for any period of time during which the Officer was assigned but failed to perform his/her required service to the District and any such Officer may be subject to dismissal or suspension.

Section 3. Lock Out

The District agrees it will not engage in any lock out of Officers.

ARTICLE 23

Agreement Conditions and Duration

Section 1. Sole Agreement

This Agreement when ratified and executed by each party hereto shall constitute the sole agreement between them. Any modification or amendment of this Agreement must be made by and between the parties hereto in writing and executed by each party hereto in writing and executed by each party hereto.

Section 2. District and ECCPOA Obligations

Neither the District nor ECCPOA shall be bound by any requirement, which is not expressly and explicitly stated in this Agreement. Neither the District nor ECCPOA is bound by any policies or past practices of the District or understandings with any Officer organization or council, unless such policies or past practices or understandings are specifically stated in this Agreement.

Section 3. Negotiating Obligation

This Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment. During the term of this Agreement neither the District nor ECCPOA will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

Section 4. Savings Clause

If any provision of this Agreement is or shall be at any time contrary to law, then such provision shall not be applicable, or performed, or enforced, except to the extent permitted by law. Any substitute action, which is not authorized by law, shall be subject to meeting and negotiating between the District and ECCPOA. In the event that any provision of this Agreement is, or shall be, at any time contrary to law, all other provisions of this Agreement shall continue in effect.

Section 5. Reopener

During the term of this Agreement through November 30, 2024, there shall be no reopener negotiations, unless the parties mutually agree to do so.

Section 6. Duration

This Agreement shall become effective upon ratification by both parties and shall remain in effect through November 30, 2024 and shall continue in effect from year to year thereafter, with the provision that should either party desire to amend this Agreement, it shall provide written notice and a proposal to the other party of said desire and the nature of the amendments sought during the month of September 2024. Upon completion of the public notice procedures set forth in Government Code 3547, the parties shall promptly, commence the meeting and negotiating process in an effort to reach mutual agreement.

AGREEMENT

The El Camino Community College District Negotiating Team and the El Camino College Police Officers Association in full settlement of the negotiations, have agreed to the foregoing Collective Bargaining Agreement, effective December 1, 2021 through November 30, 2024.

EL CAMINO COMMUNITY COLLEGE
POLICE OFFICERS' ASSOCIATION

EL CAMINO COMMUNITY COLLEGE
DISTRICT NEGOTIATIONS TEAM

By: _____
Kenny Galan, President of ECC POA

By: _____
Spencer E. Covert, Chief Negotiator

By: _____
Erika Solorzano, ECC POA Member

By: _____
Jane Miyashiro, VP, Human Resources

By: _____
Oscar Castro, ECC POA Member

By: _____
Ross Miyashiro, VP, Student Services

By: _____
Scott Burkle, COPS Legal Services

By: _____
Michael Trevis, Chief of Police

Ratified by the El Camino Community College Police Officers' Association on October 29, 2021.

Kenny Galan, President of ECC POA

Ratified by the El Camino Community College District Board of Trustees on November 15, 2021.

By _____
Jane Miyashiro, VP, Human Resources
El Camino Community College District

APPENDIX A

CATASTROPHIC ILLNESS OR INJURY/FAMILY LEAVE DONATION

About the Plan

The purpose of this plan is to permit Officers with a catastrophic illness or injury to solicit individual donations of vacation and/or sick leave from fellow Officers. The intent is:

- 1) to insure that the Officer continues to receive medical benefits during the recovery period.
- 2) to enable the Officer to continue receiving the regular salary. TO BEGIN THE PROCESS, a letter of request and medical verification must be sent to the Director of Human Resources. Assuming all other conditions are met, the Director will initiate the "Call for Donated Leave" or the CII Committee will approve Leave Bank donations.

Guidelines for Donating Days

- 1) Any Officer may donate accumulated leave but MUST retain no fewer than 30 days of sick leave on record.
Exception: An Officer who is retiring or terminating and wishes to donate unused sick leave to a specific person or to the Leave Bank may do so with no limitation.
- 2) You may donate accumulated vacation days with no restrictions.
- 3) All days donated are irrevocable. Once you donate them, they are gone forever.
- 4) Any unused donated days will revert to the Leave Bank for use by other catastrophically ill or injured Officers who request and are approved to use days from this bank.
- 5) Donated sick leave or vacation days are charged on the basis of day-for-day regardless of the classification and/or salary of either the donee or the donor.

The Officer suffering from a catastrophic illness or injury

- 1) Must have used all available forms of leave (sick leave or vacation).

- 2) Is incapacitated or absent for an extended period of time no fewer than 30 consecutive calendar days.
- 3) Must submit a letter to the Director of Human Resources requesting "Call for Donations." Someone authorized other than the donee may request donated days.
- 4) Must submit medical verification to the Director of Human Resources. The District may require additional medical verification from a physician selected by the District and at the expense of the District.
- 5) As required in AB2007, the District determines that the Officer is unable to work due to the catastrophic illness or injury.
- 6) May use donated days as half or whole days and may be used retroactively. There are two choices on how to use donated days:
 - a. Half day worked plus half day donated leave equals a portion of or full pay.
 - b. Half day leave only resulting in full health benefits coverage and a portion of or half pay.
- 7) Must use all donated leave within a 12-month period after the donation. Leave days will be placed in a special donated leave account for up to one year. If the Officer returns to work and has a reoccurrence of the same or related catastrophic illness or injury, after using any accumulated vacation or sick leave accrued days, previously donated leave days may be used. After one year, and in unusual circumstances, the CII Committee may consider a request to extend the period of up to one additional year.
- 8) If no reoccurrence of the catastrophic illness or injury occurs within one year of the date returned to work, the unused donated days will revert to the District's Leave Bank.
- 9) Pledged donated days may be used only for the specified catastrophic illness or injury. A different catastrophic illness or injury must be handled as a separate or second incident.

- 10) NOT COVERED: Stress related illness; elective surgery, normal pregnancy, worker's compensation claims, disabilities resulting from alcoholism or drug addiction unless the drugs are administered by a physician; intentionally self inflicted injuries; pre-existing physical maladies or normal illness such as colds, flu, allergies, headaches etc.

Leave Bank

- 1) The District annually, or as needed, will promote a "call for leave donations" for the Leave Bank. In addition, the District will give each Officer who terminates resigns or retires, an opportunity to donate unused vacation or sick leave to the Leave Bank.
- 2) Unused donated days reverting to the Leave Bank or days specifically donated to the Leave Bank make up the Leave Bank.
- 3) Requests for Leave Bank days are subject to availability. The District is not responsible for filling requests from the Leave Bank if no days are available.
- 4) It is the responsibility of the Officer or the Officer's authorized person making the request to submit sufficient information or explanation to the CII Committee for approval. Insufficient information will be grounds for denial.
- 5) Submit requests for Leave Bank days directly to the Director of Human Resources who then will determine eligibility and will provide the CII Committee with appropriate information. The Committee will review the request but will not be told the name of the person making the request.
- 6) Confidentiality will be upheld and all efforts will be made to ensure privacy of the Officer making the Leave Bank request.

Definitions

Catastrophic Illness or Injury: As defined in AB2007, a catastrophic illness or injury is one that is expected to incapacitate the Officer for an extended period of time and taking extended time off work creates a financial hardship for the Officer because he or she has exhausted all sick leave and other paid time off. Examples include life threatening injury or illness; cancer, AIDS, heart surgery, stroke, etc.

CII Committee: The Catastrophic Illness/Injury Committee is comprised of representatives from Federation (1), POA (1) and Management (1) and is chaired by the Director of Human Resources as a non-voting member, or Designee.

Call for Donations: The District will solicit requests for donations for either individual or Leave Bank requests.

Duration: Per AB2007, all donated leave is available for a maximum of 12 months.

Grievances: Nothing in this plan is grievable.

Individual Requests: Officers meeting conditions of this plan may request donations from the general Officer population.

Irrevocability: Once leave is donated, the donor cannot retrieve any portion of the donated leave.

Leave: Vacation or sick leave accrued to the donating Officer.

A donating Officer must retain no fewer than 30 days of sick leave on record to be eligible to donate sick leave days.

Leave Bank: Unused donated days or days specifically donated to a general account.

The Leave Bank permits those Officers who do not wish to request individual donations to do so privately and anonymously.

Medical Determination: AB2007 requires medical verification of catastrophic illness or injury from a physician.

Medical Verification: AB2007 requires that the District determine that the Officer is unable to work due to a catastrophic illness or injury.

Requests: AB2007 specifies that an Officer who is suffering from a catastrophic illness or injury must request that eligible vacation or sick leave is donated. Donations cannot be accepted or approved without this request.

APPENDIX B
FAMILY CARE AND MEDICAL LEAVE PROCEDURES

FAMILY AND MEDICAL LEAVE ACT (FMLA)

Officers who meet all requirements of these procedures may be entitled to family care and medical leave in connection with the birth, adoption, or foster care placement of a child with the Officer, or the serious illness of a child, parent, or the Officer him/herself. Family and medical leave will be granted in accordance with the Family and Medical Leave Act.

Eligibility for Family Care Leave and Medical Leave.

To be eligible for family care and medical leave, an Officer must:

- (1) Have worked continuously for the District for at least one year prior to the date when such leave is requested; and
- (2) Have provided at least 1,250 hours of service during the 12 months before the leave is requested; and
- (3) Not have taken a maximum of twelve workweeks of family care and medical leave within the preceding 12-month period.
- (4) Comply with all requirements of state and federal law pertaining to family care and medical leave.

Permissible Uses of Family Care and Medical Leave

Family care and medical leave may be requested for:

- (1) The birth of an Officer's child;
- (2) The adoption of a child;
- (3) The placement of a foster child with an Officer;
- (4) The serious illness or health condition of an Officer's child, spouse, or parent;
- (5) The serious health condition of the Officer him/herself.

Amount of Family Care Leave

Provided all the conditions of this procedure are met, an Officer may be granted up to twelve workweeks (60 workdays) of family care and medical leave during any 12-month period. The leave may be taken in one or more periods; however, the District retains the right to deny a leave

request if the leave is deemed not to be of sufficient duration (e.g. less than two weeks) or if a request is for intermittent leave where the intermittent schedule is not medically necessary.

Any Officer requesting leave for his or her own serious illness/injury, under this program, shall be required to utilize all accumulated sick leave, available sub difference and vacation leave first. Officers may request Family Care and Medical Leave, under this program, to care for a family member with a catastrophic illness or injury, with prior approval, may use accumulated sick leave, vacation and/or personal business leave. The total amount of permissible family care leave will be reduced by the amount of the other leave used.

References to the amount of leave available are based upon the entitlement of a full-time Officer. Officers who work less than a full-time schedule or less than a 12-month year are entitled to leave in whatever proportion their work schedule bears to full-time. In no case will an Officer scheduled to work less than a 12-month year be entitled to use family care and medical leave during scheduled periods of non-work status.

Special Provisions for Pregnancy Related Disability and Child Care Leave

- (1) Upon expiration of any pregnancy disability leave authorized by Government Code Section 12945.2, the Officer is eligible for up to an additional 12 weeks of family care leave to care for the newborn child.
- (2) During the period of "disability" (6 weeks for a normal pregnancy) the Officer shall use accumulated sick leave or available sub-difference until those entitlements are exhausted. Thereafter, the Officer shall use vacation and/or personal business leave.
- (3) Upon expiration of the pregnancy disability period, the Officer may request family care leave pursuant to these procedures.
- (4) The District shall continue to pay its portion of the Officer's medical insurance during the period of family care leave.
- (5) The amount of family care leave available will be reduced by any other paid leave taken aside from the pregnancy "disability" period as defined in Government Code Section 12945.2.

Conditions for Granting Family Care Leave

If the Officer can anticipate when the leave may be required (.e.g., leave for a planned medical treatment), the Officer may be required to schedule the leave in a manner that will minimize its disruption to the District, to the extent it is medically acceptable.

Family care and medical leave may be denied if the Officer has not complied with these procedures.

For family care and medical leave requests for child care, if both parents are employed by the District, a combined total 12 work weeks of leave is available to a mother or father for the birth, adoption or foster care placement of a child.

Relation to Pay and Other Benefits

Except to the extent that paid leave is substituted for family care and medical leave, an Officer on family care and medical leave is not entitled to any continued salary during the leave period.

The District will continue to pay medical, vision, and dental benefits for an Officer and his/her dependents at the same level those benefits were paid for by the District immediately prior to the Officer commencing family care leave. An Officer may elect to continue to participate in life insurance plans by paying, at the Officer's own expense, the costs ordinarily paid by the employer. If the Officer is unwilling or unable to make the required payments, the Officer will not be covered by the Officer benefit plans during the leave period. Upon reinstatement, however, the Officer shall not thereafter lose any benefits as a result of the family care and medical leave. Upon termination of family care and medical leave, the Officer shall be entitled to reinstatement to a position with the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave, unless the original position has been eliminated due to a reduction in force or restructuring of the District prior to the expiration of the leave. In the event the original position has been eliminated due to the layoff or restructuring, the Officer shall retain his/her pre-leave seniority for layoff recall and other seniority related rights or benefits.

Upon termination of family care and medical leave, an Officer shall retain the same seniority as at the time the leave commenced. Seniority shall not accrue during the leave period.

In the event an Officer who is on leave fails to return to work upon expiration of all authorized leave, the District shall be entitled to recover the cost of premiums paid for the Officer's

medical insurance at the same level those benefits were provided immediately prior to the Officer commencing leave.

Procedure for Requesting Family Care Leave

An Officer shall notify his/her supervisor, in writing, of the need for family care and medical leave as soon as possible under the circumstances. If the leave is requested in connection with a planned, non-emergency medical treatment, the Officer may be requested to reschedule the treatment, to the extent feasible, so as to minimize disruption or inconvenience to the District's operations and co-workers.

The written request for family care and medical leave shall specify the reason for the leave (e.g., birth, adoption, illness of parent, etc.), the anticipated date of commencement and duration of the leave.

The District shall require a certification issued by the health care provider of the individual requiring care. The medical certification shall include all of the following:

- (1) The date on which the serious health condition commenced;
- (2) The probable duration of the condition;
- (3) For Officer's Own Illness: A statement that the serious health condition prevents the Officer from performing the essential functions of his/her position;
- (4) For Care of Others: The health care provider's estimate of the amount of time the Officer needs to care for the individual;
- (6) A statement that the serious health condition warrants the participation of a family member (the Officer) to provide care.

The District has the right to require a second medical opinion, paid for by the District. The District may also require a third medical certification (employer-paid) in the event of a conflict between the first and second opinions. If the leave extends beyond the period indicated in the original medical certification, or additional leave is requested, the Officer may be required to obtain recertification.

Definitions

For the purposes of this section, the following definitions are applicable:

- 1) "Child" means a biological, adopted, or foster child, a stepchild, or a legal ward.

- 2) "Parent" means a biological, adoptive parent, foster, a stepparent, or a legal guardian.
- 3) "Spouse" means the legal husband or wife of the Officer.
- 4) "Serious health condition" means an illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during the period of the treatment and that involves either inpatient care, or continuing treatment or supervision by a health care provider.

APPENDIX C
EDUCATIONAL REIMBURSEMENT PROGRAM

PROCEDURES FOR BOOK PROGRAM IMPLEMENTATION

1. At the point of implementation of this Contract, the District will establish a "Officers Book Program".
2. The program will initially be established with \$1,000. Unused book funds will be carried over to the following year, not to exceed \$1,000.
3. The Book program is available only to El Camino College Officers enrolled only at El Camino College.
4. The Book Program is only for the purchase of required textbooks and materials.
5. An open P.O. will be established with the ECC Bookstore to facilitate this program
 - a. The open P.O. will be funded through the POA Professional Growth funds after the initial set-up.
 - b. The open P.O. will be monitored by the POA Professional Growth Committee on an as-needed basis.
 - c. The open P.O. may be adjusted during the year to cover overages or shortages. Shortages will be funded through the POA Professional Growth fund.
6. Eligible Officers will be required to show proof of enrollment.

**EL CAMINO COMMUNITY COLLEGE DISTRICT
EDUCATIONAL REIMBURSEMENT FORM**

This form is to be used to request reimbursement for the successful completion of courses taken at El Camino College by regular permanent Officers, their spouses, and/or their legal dependent children. Submit **one form** for each reimbursement expense. *Fees are reimbursed for successfully completed courses upon completion of semester. Officers only are eligible for book reimbursement (for required books, purchased with 10% Officer discount at EC Bookstore).*

OFFICER NAME _____ Phone Ext. _____

CLASSIFICATION: Classified POA Confidential Management Faculty

STUDENT'S NAME _____ Self Spouse Dependent

SEMESTER ENROLLED: Fall Spring Summer

OFFICER ELIGIBILITY CHECK-LIST

- | | | |
|---|------------------------------|-----------------------------|
| 1. Are you a non-probationary Officer? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Are you applying for yourself, your spouse, or a legal dependent? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Are you on approved medical or disability leave? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (If YES, you must submit formal written request through the Exceptions Committee) | | |
| 4. If you are a Part-Time Instructor, have you worked 3 or more years? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

REIMBURSEMENT REQUESTED:

- Enrollment Fee \$ _____
 - Health Fee \$ _____
 - Student Body Fee \$ _____
 - Books (Total from other side) \$ _____
- TOTAL REQUESTED \$ _____

Signature: _____ Date _____

IN ORDER TO BE REIMBURSED, YOU MUST ATTACH THE FOLLOWING:

1. ENROLLMENT AND PAYMENT PRINTOUT
2. A COPY OF GRADE REPORT
3. ORIGINAL BOOK RECEIPTS (for required books)

RETURN COMPLETED FORM WITH ATTACHMENTS TO HUMAN RESOURCES OFFICE

FOR ACCOUNTING USE ONLY

CLASSIFICATION	ACCOUNT NUMBER	REFUND AMOUNT
<input type="checkbox"/> CLASSIFIED	11-55250-0067500-8500	\$ _____
<input type="checkbox"/> CLASSIFIED – BOOKS	11-55232-0067500-8500	\$ _____
<input type="checkbox"/> ECCPOA	11-55251-0067500-8500	\$ _____
<input type="checkbox"/> CONFIDENTIAL	11-55252-0067500-8500	\$ _____
<input type="checkbox"/> MANAGEMENT	11-55253-0067500-8500	\$ _____
<input type="checkbox"/> FACULTY	11-55254-0067500-8500	\$ _____
<input type="checkbox"/> FACULTY – BOOKS	12-54220-006750-6350	\$ _____

Approved by Director/Human Resources _____

Approved by Director/Purchasing & Business Services _____

BOOK REIMBURSEMENT

Course _____	Section # _____
Title of Book _____	
Author (Last Name) _____	Cost \$ _____
Course _____	Section # _____
Title of Book _____	
Author (Last Name) _____	Cost \$ _____
Course _____	Section # _____
Title of Book _____	
Author (Last Name) _____	Cost \$ _____
Course _____	Section # _____
Title of Book _____	
Author (Last Name) _____	Cost \$ _____
<i>(Please attach original receipts)</i>	
Sub-Total Amount for Books \$ _____	
Less 10% Bookstore Discount - \$ _____	
Sales Tax \$ _____	
TOTAL DUE FOR BOOKS \$ _____	

Account #: _____

Approved by: _____
Director of Human Resources

Approved by: _____
Director of Purchasing & Business Services

APPENDIX D

EL CAMINO COMMUNITY COLLEGE DISTRICT
POLICE OFFICERS ASSOCIATION

RELEASE TIME AUTHORIZATION FORM

To: _____
Chief of Police/Designee

Date: _____

Subject: Release Time – With or Without Pay

For: _____
Officer's Name

Release time is authorized for the following activities with or without pay:

Authorized POA Signature Date

Please check one of the following activities with or without pay:

- Attend Monthly ECCPOA meetings.*
- Attend Grievance Procedure Meeting (w/pay)
- Attend Board of Trustees' Meeting (Designee of POA w/pay)
- Release time with pay for two (2) ECCPOA designated Officers on ECCPOA's negotiating committee shall be granted for the purpose of meeting and negotiating in accordance with Government Code Section 3543.1
- Release time with pay for one (1) ECCPOA designated Officer to attend Annual Conference w/pay up to three days or twenty-four (24) hours.
- Other (Please Specify) _____

* Supervisor may authorize an Officer to attend meetings or perform duties with pay provided the supervisor schedules make-up time within thirty (30) days.

Date: _____ Time (Approx.) From _____ To: _____

Location: _____

Chief or Police/Designee Date

Human Resources Administrator Date

Please reference the Agreement between El Camino College and the Police Officers Association.
01/03 Original – Human Resources Yellow – Police Chief/Designee Pink - Officer

APPENDIX E

EL CAMINO COMMUNITY COLLEGE DISTRICT
SWORN POLICE OFFICERS SALARY SCHEDULE

Effective December 1, 2021 through June 30, 2022

	Step A	Step B	Step C	Step D	Step E	* Longevity Schedule		
						After 10 Yrs of Service (1.5%)	After 15 Yrs of Service (1.5%)	After 20 Yrs of Service (1.5%)
Monthly	5,522	5,806	6,105	6,430	6,761	6,863	6,964	7,065
Hourly	31.86	33.50	35.22	37.10	39.01	39.59	40.18	40.76

(*) The longevity salary increment, based on an individual Police Officer's hire date with the El Camino Community College District, after 10 years of service to the District is 1.5% of base salary. After 15 years of service to the District, the longevity increment is 3% of base salary. After 20 years of service to the District, the longevity increment is 4.5% of base salary.

	Trainee
Monthly	4,970
Hourly	28.67

APPENDIX F

EL CAMINO COMMUNITY COLLEGE DISTRICT
SWORN POLICE OFFICERS SALARY SCHEDULE

Effective July 1, 2022

	Step A	Step B	Step C	Step D	Step E	Step F	* Longevity Schedule		
							After 10 Yrs of Service (1.5%)	After 15 Yrs of Service (1.5%)	After 20 Yrs of Service (1.5%)
Monthly	5,522	5,806	6,105	6,430	6,761	7,099	7,205	7,312	7,418
Hourly	31.86	33.50	35.22	37.10	39.01	40.96	41.57	42.18	42.80

(*) The longevity salary increment, based on an individual Police Officer's hire date with the El Camino Community College District, after 10 years of service to the District is 1.5% of base salary. After 15 years of service to the District, the longevity increment is 3% of base salary. After 20 years of service to the District, the longevity increment is 4.5% of base salary.

	Trainee
Monthly	4,970
Hourly	28.67