

**AGREEMENT**

**BETWEEN**

**SANTA MONICA COMMUNITY  
COLLEGE DISTRICT**



**AND**

**SANTA MONICA COLLEGE POLICE  
OFFICERS ASSOCIATION**



**July 1, 2014 — June 30, 2016**

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**ARTICLE 1**  
AGREEMENT, DESIGNATION OF PARTIES, AND LENGTH OF AGREEMENT

- 1.1 This agreement is made and entered into the 1st of July, 2014, between the Santa Monica Community College District, hereinafter referred to as “District”, and the Santa Monica College Police Officers Association, hereinafter referred to as “SMCPOA” or “Association.”
- 1.2 This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code of the State of California.
- 1.3 This agreement shall remain in full force and effect up to and including June 30, 2016. No sooner than January 1, 2016, either party wishing to modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial proposals. Meeting and negotiating in connection with such proposals as well as appropriate counter-proposals shall commence no later than April 1, 2016.
- 1.4 The District and the Association agree to continue to operate under the articles of this contract after June 30, 2016, in the event a new contract has not been agreed to prior to July 1, 2016. The District and the Association agree such continuation shall remain in effect until all negotiations have concluded or the conclusion of the impasse process. In the event that the Association engages in work stoppages after June 30, 2016, and prior to a contract being completed, the District is released from Article 1, Section 1.4.
- 1.5 Apart from and in addition to any existing legal restrictions upon and remedies for work stoppage, SMCPOA agrees to the following:
- 1.5.1 During the term of this agreement, neither nor its respective officers or representatives shall urge, call, sanction or engage in any work stoppage, slowdown, or other concerted interference with normal operations for any cause whatsoever. In the event of any actual or threatened strike, slowdown, or other work stoppage, SMCPOA and its officers, representatives and affiliates shall take all reasonable steps within their control to avert or end the same.
- Any employee engaging in any unlawful strike, slowdown, or other work stoppage may be disciplined under applicable law and provisions of this agreement.
- 1.5.2 The District agrees that it shall not engage in a lockout of unit members during the term of this agreement. The term “lockout” is intended to cover a situation where the employer refuses to permit employees to work in an effort to obtain bargaining concessions from SMCPOA.

1.5.3 Disputes arising under this Article are to be handled according to appropriate legal proceedings rather than the grievance and/or arbitration procedure of Article 10.

1.6 For purposes of this Agreement, “immediate supervisor” means the District manager to whom the employee reports and who is directly responsible for the employee’s supervision. Given the nature of police rotation, this supervisor may change from shift to shift. An immediate supervisor shall not be another bargaining unit member or a member of the faculty.

**ARTICLE 2**  
**RECOGNITION**

- 2.1 The District recognizes the Association as the exclusive representative as defined in Section 3540.1(e) of the Government Code. The exclusive representative shall represent a unit of Community College Police Officers and Community College Police Officer Trainees.
- 2.2 Excluded from this unit are: all academic employees; all non-merit classified employees; all limited-term personnel such as substitutes, provisional, professional experts/consultants, and other positions exempt from the merit system as designated by the Board of Trustees and the Personnel Commission and all management, confidential, and supervisory employees.

**ARTICLE 3**  
**HOURS OF EMPLOYMENT**

3.1 Work Day and Work Week

3.1.1 All police officers work variable hours employees as set forth in Article 11. The work schedule may be modified at any time depending on the needs of the department. Officers may be assigned to work 5/40, 10/40, or 3/12 workshifts. Shifts shall be on a rotational basis; shifts may be traded subject to District approval.

3.1.2 The work schedule may be temporarily modified at any time depending on the needs of the department in which employee is assigned. However, the District shall provide at least 14 calendar day notice to the employee prior to changing his or her shift. Such notice shall not be required in an emergency or where the needs of the department have changed because an officer becomes unable to work because of injury or illness.

3.2 Overtime

3.2.1 Unit members shall be compensated at a rate of 1 ½ times the regular rate of pay for the number of hours worked in excess of eight-hours per day and/or 40-hours per week, provided such overtime is directed and authorized in advance by management personnel. All approved overtime shall be submitted to the Payroll office on a District approved form which shall state the amount of overtime approved and whether such overtime is to be paid compensation or compensatory time. The form shall be signed by both the employee and the supervisor.

3.2.2 For those employees who have an average work day of four hours or more, but less than eight hours, compensation for any work required to be performed on the sixth or seventh day following commencement of the work week shall be at the rate equal to 1 ½ times the regular rate of pay of the employee designated and authorized in advance to perform the work.

3.2.3 For those employees who have an average work day of less than four hours during the work week, compensation for any work required to be performed on the seventh day following commencement of the work week shall be at the rate equal to 1½ times the regular rate of pay of the employee designated and authorized in advance to perform the work.

3.3 Overtime Compensation

3.3.1 Overtime compensation shall not be provided unless overtime work is authorized in advance by management personnel.

- 3.3.2 For overtime work, the District shall grant either paid compensation or, by mutual agreement with the employee, compensatory time off at the same ratio as the overtime payment. In the event that compensatory time is given for overtime, the employee must take the compensatory time within twelve (12) months. The scheduling of compensatory time off is subject to the approval of the immediate supervisor. In the event that an employee is not able to take her/his compensatory time off within twelve (12) months the employee will be paid for such time at the appropriate rate.
- 3.3.3 Special assignment differentials regularly received by the employee shall be included in determining the regular rate of pay for the purposes of determining the overtime salary payment.
- 3.3.4 For the purposes of determining overtime compensation, time which the employee is excused from work because of sick leave, vacation, compensatory time off, or other paid leaves of absence, shall be considered as time worked by the employee.
- 3.3.5 Overtime shall not be granted for periods of less than ½ hour. However, if there is a pattern of repeated requests for overtime of less than thirty (30) minutes, the employee shall be compensated at overtime rates for all work performed. “Pattern of repeated request” shall be defined as a requirement to perform overtime of less than thirty (30) minutes more than three times in any fifteen (15) working day period.

#### 3.4 Assignment of Overtime

- 3.4.1 Overtime shall be assigned on a rotating seniority basis among all qualified employees. Employees may work up to 16 consecutive hours, but after doing so must be off duty for at least 8 hours before any additional work, except during an emergency or where a portion of the 16 consecutive hours was a voluntary overtime assignment. Overtime normally assigned to unit members shall not be performed by sergeants unless no unit member has accepted the assignment. An employee may decline an overtime assignment without adverse consequence unless it is assigned pursuant to Section 3.4.2 below.
- 3.4.2 If no employee in the classification, organization unit and work location accepts the overtime assignment, using the rotating seniority process, the District may assign the overtime in reverse rotating seniority order.
- 3.4.3 The following are allowable exceptions to the seniority overtime assignment process:

When overtime is authorized for completion of a specific assignment, project, or work in progress, the employee who began the assignment, project, or work may be assigned the overtime;

When the District determines it is necessary to consider special skills and training of employees to perform particular work;

When employees are available to perform the work on a non-over-time basis, the District shall not be required to assign the work on an overtime basis.

Overtime pay assignments will not be given to temporary employees unless the regular employees that would normally be assigned the overtime are not available or one of the seniority exceptions apply.

- 3.4.4 All overtime shall be offered to everyone on the applicable overtime list in descending order of seniority until the list is exhausted. At the beginning of each month, the process will resume from the top of the list. If an employee is offered overtime for a scheduled project and declines to accept, the employee forfeits his/her turn in the rotation. That employee will not be offered overtime until the list has been completed and his/her name comes up again in order of seniority.

### 3.5 Call Back Pay

Should a supervisor determine that it is necessary to call back any full time employee to work outside of his/her regularly scheduled work hours, compensation shall be as follows

- 3.5.1 The employee who would regularly be off-duty for the entire period worked shall receive the applicable overtime hourly rate of pay for all hours actually worked, but in no event shall the employee receive less than the equivalent of two (2) hours overtime pay.
- 3.5.2 Where the overtime worked commences within two (2) hours (or, in the case of prearranged details, four (4) hours) prior to the beginning of the employee's regularly scheduled work shift, the employee shall receive overtime compensation at the applicable overtime hourly rate of pay for all time transpiring between the commencement of the overtime and the time the regularly scheduled work shift was scheduled to begin.

### 3.6 Off Duty Appearances

Employees who appear at an official proceeding while off-duty in response to a subpoena or directive relating to a matter that arose during the course and scope of their employment shall receive compensation as follows:



- A. Except as provided below in paragraphs B, C and D, employees who would regularly be off duty for the entire period of the appearance shall receive the applicable overtime hourly rate of pay for either the actual number of hours in attendance, less any noon recess, or a minimum of two (2) hours, whichever is greater.
- B. Where the appearance commences within three (3) hours prior to the beginning of the employee's regularly scheduled work shift, the employee shall receive overtime compensation at the applicable overtime hourly rate of pay on an hour-for-hour basis, for all time transpiring between the commencement of the appearance and the time the regularly scheduled work shift was scheduled to begin. In the event of a situation that would have invoked the provisions of Section 3.5 of this Agreement, an employee may be assigned to perform law enforcement duties that otherwise would have been performed on a call back basis during that period of time between the end of the appearance and the commencement of the employee's regularly scheduled shift without being entitled to any additional compensation over and above that described above.
- C. Where an appearance begins three (3) or less hours after the end of the employee's regularly scheduled work shift, the employee shall receive compensation at the applicable overtime hourly rate of pay on an hour-for-hour basis, for all time transpiring between the end of the regularly scheduled work shift and the conclusion of the appearance. In the event of a situation that would have invoked the provisions of Section 3.5 of this Agreement, an employee may be assigned to perform law enforcement duties that otherwise would have been performed on a call back basis during that period of time between the end of the employee's regularly scheduled shift and the commencement of the official session without being entitled to any additional compensation over and above that described above. However, in the event the appearance commences on the employee's regularly scheduled day off, the employee shall also be entitled to a minimum of two (2) hours overtime compensation as provided above in paragraph A.
- D. The provisions of this Section shall apply if an appearance that is scheduled to occur on an employee's scheduled day off (including, for example, an approved vacation) is canceled less than twelve (12) hours in advance of the time the appearance is scheduled to begin.
- E. The provisions of this Section shall not apply if an appearance outside of the employee's regularly scheduled work hours on the employee's regularly scheduled work day is canceled any time prior to the time of the appearance.
- G. An employee shall receive compensation in the amount of three (3) hours at the applicable overtime hourly rate of pay when that employee is ordered or compelled to appear, or receives a notice, directive or subpoena to appear, less than twenty-four (24) hours prior to the designated appearance date and time.

### 3.7. Official Appearance Standby

Whenever an employee has been placed in an on-call or standby status while off duty in response to a subpoena or directive in relation to a matter that arose during the course and scope of employment, the following shall apply:

- A. For (1) the first session (either morning or afternoon) during a calendar day, and (2) the second session during a calendar day where the required appearance is in connection with a different matter than was involved in the first appearance, employees shall receive compensation as follows:
  - 1. Employees who are off-duty for the entire period of the session shall receive three (3) hours as accrued compensatory time off. That compensatory time off must be used by the end of the fiscal year in which it is earned or it will be cashed at the employee's regular rate of pay.
  - 2. Where the standby or on-call assignment commences within three (3) hours prior to the beginning of the employee's regularly scheduled work shift, the employee shall receive compensation at the regular rate of pay on an hour-for-hour basis for all time transpiring between the commencement of the standby or on-call assignment and the time the regularly scheduled work shift was scheduled to begin.
  - 3. The provisions of this Section shall apply if a standby or on-call assignment that is scheduled to occur on an employee's scheduled day off (including, for example, an approved vacation) is canceled less than twelve (12) hours in advance of the time the assignment is scheduled to begin.
  - 4. The provisions of this Section shall not apply if a standby or on-call assignment that is scheduled to occur on an employee's scheduled work day is canceled any time prior to the commencement of the standby or on-call status.
- B. For the second session in connection with the same matter on that calendar day, the employee shall receive compensatory time off on an hour for hour basis. That compensatory time off must be used by the end of the fiscal year in which **it** is earned or it will be cashed at the employee's straight time regular rate of pay.
- C. Employees who are called to appear after having been in an on-call or standby status shall be compensated as follows:
  - 1. An employee who is required to appear during the initial session on a calendar day that the employee is placed in an on-call or standby status

shall receive appropriate overtime compensation as if the appearance began at the time the on-call or standby assignment commenced.

2. An employee who is in an on-call or standby status during the first and second sessions and is required to appear during the second session shall receive straight time compensation for the first session in accordance with paragraph A.1 of this Section and shall receive appropriate ~~premium~~ overtime compensation for the second session in accordance with paragraph C-1 of this Section.

D. An employee will have ninety (90) minutes to appear after he/she is called to appear in court.

### 3.8 Special Off-Duty Day Assignment Pay:

An employee who is required to participate in the following activities on a day off shall receive the applicable overtime hourly rate of pay for all hours actually worked, but in no event shall the employee receive less than the equivalent of four (4) hours overtime pay: (a) staff meeting; (b) training activity; or (c) shooting range qualification.

### 3.9 Lunch Period and Breaks

3.8.1 Police Officers shall be entitled to paid lunch period and breaks as follows:

8 Hour Shift: 30 minutes for lunch and two 15 minute breaks.

10 Hour Shift: 40 minutes for lunch and two 20 minute breaks.

12. Hour Shift: 50 minutes for lunch and two 20 minute breaks.

### 3.10 Mandatory Duty Days

The days the following events are scheduled are mandatory work days: (a) Graduation; and (b) Celebrate America. All officers are required to work on these day and, if they fall outside a normal work day, the officer shall be paid overtime pay.

**ARTICLE 4**  
**EVALUATION**

4.1 Philosophy of Evaluation

The performance evaluation is provided as an aid for employees to achieve and maintain high levels of work performance. The evaluation focus is based on a commitment to quality service and continuous improvement. The evaluation process has been designed to be used as a coaching device for supervisors and a means for establishing mutually agreed upon performance goals and objectives for individual employees. The evaluation process and form is intended to provide a method of measuring an employee's performance based on the standards and requirements of the position as stated in job description, and the performance goals and objectives. The evaluation form can be a valuable asset to supervisors in motivating employee development and effective job performance, particularly when used to initiate employee assessment and the planning of goals and objectives.

The evaluation shall not be used in lieu of the disciplinary steps set forth in Article 13.

4.2 Evaluation Responsibilities

4.2.1 All unit members shall have the right to know their evaluator. The employee's immediate supervisor shall be the evaluator. The employee shall have the right to know all other persons contributing to the evaluation.

4.2.2 The evaluation shall be based on the following standards, objectives and criteria:

- a. The job description.
- b. The focus areas on the approved Evaluation Form.
- c. Lawful workplace rules communicated to the employee in writing.

4.2.3 Supervisors shall maintain ongoing communication with those that they supervise and should not wait until the evaluation conference to do so. This applies to both regular and special evaluations. A grievance may be filed for violation of this paragraph only when the failure of communication resulted in an Overall Work Performance Rating of "Below Standards" because the employee was not given an opportunity to address the problem.

4.2.4 The employer retains sole responsibility for the evaluation, assessment, and performance of each unit member, subject only to the procedural requirements. Accordingly, no grievance arising under this article shall

challenge the substantive objectives, standards, or criteria determined by the evaluator or District; nor shall it contest the judgment of the evaluator or District. Any grievance shall be limited to a claim that the evaluation procedures have been violated.

#### 4.3 Evaluation Conference

- 4.3.1 The immediate supervisor shall schedule an evaluation conference with the employee to be evaluated. Evaluation Conferences shall be conducted during the employee's workday. Evaluation shall not be performed by unit members. The evaluation shall be based upon the personal observation and/or the knowledge of the evaluator of the employee's performance during the evaluation period. However, input may be obtained for the evaluation from other supervisors or unit members that have a responsibility in their job description or duties to provide direction to the evaluated employee. The supervisor shall verify the accuracy of any such input.
- 4.3.2 In order to conduct a regular or special evaluation, the supervisor shall have been the employee's supervisor for at least 120 days.
- 4.3.3 The supervisor shall notify each employee to be evaluated of the date, time and location of the conference. The notice shall include a statement as to which persons authorized in Section 4.3.6 below shall attend the conference and a reminder that the employee will be asked to discuss their goals and objectives for the next evaluation period.
- 4.3.4 At the time of the evaluation conference, the immediate supervisor shall if applicable, give suggestions for improvement and include these written suggestions on the approved evaluation form. At this conference, the employee and supervisor shall make a good faith effort to establish mutually agreed upon goals and objectives for the next evaluation period.
- 4.3.6 Only the following individuals may attend the evaluation conference:
  - 4.3.6.1 The employee and an Association representative or any other representative of the employee.
  - 4.3.6.2 The employee's immediate supervisor.
  - 4.3.6.3 The area Vice President or a representative from the Office of Human Resources.
  - 4.3.6.4 Any supervisor with management responsibility for the employee's work with the consent of the employee.

4.3.6.5 Any other person mutually agreed to by the District, SMCPOA, and the employee.

#### 4.4 Definition of Ratings

- 4.4.1 A “Below Standards” rating signifies that the employee’s work performance needs improvement and the employee has not achieved the expected level of performance for the specific area being evaluated. This rating must be documented by 1) a statement of the problem or concern; and 2) specific suggestions for improvement. In connection with the evaluation of a non-probationary employee, the rating shall also be documented with a description of the steps the supervisor took to bring the below standard performance to the attention of the employee so that he or she had an opportunity to make improvement before the date of the evaluation conference.
- 4.4.2 A “Meets Standards” or “Exceeds Standards” rating signifies that the employee’s work performance has met or exceeded the expected level of performance for the specific area being evaluated.
- 4.4.3 The “Overall Work Performance Rating” reflects the employee’s general performance.

#### 4.5 Evaluation Form

- 4.5.1 All evaluations will be made on an approved form, which will include, but is not limited to, the following items:
- 4.5.1.1 A designated space for the immediate supervisor's suggestions for improvement; and a clear definition of what is necessary to achieve those improvements;
- 4.5.1.2 A designated space for the employee's signature, including a statement, “The employee’s signature does not imply agreement with the contents of this evaluation. By signing, the employee acknowledges having seen, discussed and received a copy of this evaluation.”; and
- 4.5.1.3 The following statement in a prominent place: “The employee has fifteen (15) working days to attach a response, if desired, prior to this evaluation being filed in the employee's official personnel file.” The employee or their representative may request an extension in writing to the Office of Human Resources. Any such request shall state the reason for the request.

- 4.5.2 Any mutually agreed upon goals and objectives shall be set forth on a separate sheet attached to the evaluation form.
  - 4.5.3 Evaluation Forms and responses should be distributed in the following manner – original to the Office of Human Resources, one copy to the employee and another copy to the supervisor.
  - 4.5.4 The District and the Association shall meet to revise the current evaluation form so that it is specific to the duties of police officers.
- 4.6 When to Evaluate Probationary Unit Members
- 4.6.1 Every unit member shall serve an initial probationary period for one year.
  - 4.6.2 For an employee serving a one year probation, the immediate supervisor shall prepare a formal evaluation by the end of the fourth and eighth months of service, and prior to the completion of the one year of service. If, as a result of a probationary employee's absence, the supervisor cannot adequately evaluate the probationary period in the times specified above, the supervisor is still responsible for conducting the evaluation within 10 work days of the probationary employee's return to work. If the supervisor is on approved leave at the time the employee returns for work, the 10 work day time period shall be extended by the number of days that the supervisor is on leave.
  - 4.6.3 In the event the unit member who is promoted does not successfully complete the promotion probationary period, the permanent promotional or probationary member shall be entitled to a position in his/her previous permanent classification.
  - 4.6.4 In the event that the employee does not receive a satisfactory evaluation during their initial probationary period and the supervisor does not recommend permanency, the employee may be offered the opportunity to resign prior to release from their probationary assignment.
- 4.7. Permanent Unit Members Evaluations
- 4.7.1 A performance evaluation shall be conducted only during the period beginning with the employee's anniversary date in the current position and ending 60 calendar days after the employee's anniversary date. The ending date of the evaluation period shall be extended by the number of days that an employee was on leave during the evaluation period. The anniversary date is based on the employee's date of appointment to his/her current classification.

- 4.7.2 An evaluation shall be conducted at least once every three years. In the event that no evaluation has been conducted, the employee's performance shall be deemed satisfactory. Any employee receiving an overall "Exceed Standards" rating may be exempted from the next two annual evaluation cycles.
- 4.7.3 An employee may at any time request an evaluation from his or her supervisor and the supervisor shall either grant or deny the request.
- 4.8 Special Evaluation
  - 4.8.1 All regular permanent unit members may be evaluated by their immediate supervisors at any other time when exemplary or unsatisfactory service is performed.
  - 4.8.2 In the event of alleged unsatisfactory performance, the evaluation shall be made within 30 days of the noted unsatisfactory performance.
  - 4.8.3 Letters of exceptional merit that are based on the observation or knowledge of the employee's service to the District shall upon the request of the employee be placed into the employee's personnel file maintained in the Office of Human Resources.
- 4.9 Follow-Up Evaluation
  - 4.9.1 If an employee receives a "Below Standards" rating in any area, a follow-up evaluation may be scheduled.
  - 4.9.2 If an employee receives an overall "Below Standards" rating, a follow-up evaluation must be scheduled.
  - 4.9.3 The follow-up evaluation shall be held between thirty (30) and ninety (90) days from the date of the original evaluation conference.
  - 4.9.4 The District and the Association agree that the purpose of a follow-up is to allow the employee the opportunity to improve. Follow-up evaluation is limited to the specific areas in the original evaluation that the employee was rated "Below Standards."
- 4.10 Employee Response to the Evaluation
  - 4.10.1 The employee may submit a written response to the evaluation within 15 working days of the evaluation conference. The written response shall be submitted to the Office of Human Resources. The employee or their representative may request an extension in writing to the Office of Human Resources. Any such request should state the reason for the request. If the



request is denied, the Office of Human Resources shall state the reasons in writing.

- 4.10.2 If an employee receives an overall rating of “Below Standards” on any evaluation and the employee prepares a written response to the evaluation, the employee’s evaluation along with the response shall be reviewed by the area Vice-President. As part of this review, the employee may request a meeting with the area Vice-President to discuss his/her evaluation. The employee may be represented by the Association at any such meeting. The area Vice-President has the authority to approve or revise the evaluation. In addition, the Vice President has the authority to rescind the evaluation and direct that a new evaluation conference be scheduled within 30 days of the date of meeting.

**ARTICLE 5**  
SAFETY CONDITIONS OF EMPLOYMENT

- 5.1 The District and the exclusive representative shall cooperate in the objective of eliminating accidents and health hazards under State and Federal law. The District, exclusive representative, and members of the bargaining unit recognize their obligations and/or rights under existing federal and state laws with respect to safety and health matters. Members of the bargaining unit are encouraged to report alleged violations of such State and Federal law to the safety and health committee and will not be retaliated against by the District for reporting any such concerns. A claim of retaliation under this section shall be subject to the grievance procedure but shall not be subject to the arbitration provision set for in Article 10, Section 10.2.6.
- 5.2 The District shall provide all necessary and appropriate training in order to meet and fulfill the requirements set forth by all applicable laws. SMCPOA acknowledges that attendance at any such training shall be mandatory for its members. In addition, the District shall provide training in safety, emergency response and first aid.
- 5.3 If the District Superintendent/President or his/her designee orders the campus evacuated or any part thereof evacuated in response to an emergency, unit members shall not suffer a loss of pay during the period of such evacuation but shall remain available for immediate return to work after clearance for return to the work station for the remainder of their work shifts. During an emergency or natural disaster all officers are expected to report for duty as directed by their supervisors.

**ARTICLE 6**  
**OUTSIDE ACTIVITY**

- 6.1 Police officers may engage in part-time or occasional outside work, occupation or business activity for remuneration or profit, herein referred to as “Outside Activity,” outside of their regular working hours if such Outside Activity will not interfere with the efficient and effective performance of their duties for the District. No Outside Activity shall be engaged when such activity would create a conflict of responsibility or duty between the employee's District work responsibility and the proposed Outside Activity. Any Outside Activity which would, by its nature, tend to reduce the ability of the employee to exercise completely independent and unfettered judgment with respect to effectively discharging District work responsibility is prohibited.
- 6.2 Prior to engaging in any Outside Activity, the employee shall complete and file with the Chief of Police written notification of the Outside Activity on the form specified by the Chief.

**ARTICLE 7**  
LEAVES OF ABSENCE

7.1 General Provisions

- 7.1.1 A leave of absence is an authorization for an employee to be absent from duty, generally for a specific period of time and for an approved purpose.
- 7.1.2 A leave protects the employee by holding a place for such employee in the District until the leave expires, with the right to return to the District in a position of the same status and rank at the conclusion of the leave, providing the position would have otherwise remained. In the case of a paid or unpaid leave of absence of six months or less, the District shall return the employee to his/her same position. In the case of a paid or unpaid leave of absence longer than six months, the District shall attempt to return the employee to a position of the same status in the employee's same classification, however, the assignment may be in a different department and/or location.
- 7.1.3 A condition of each leave of absence is that any required license or certificate held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the employee.
- 7.1.4 Employees on a paid leave of absence, unless otherwise provided herein, shall receive wages and health and welfare coverage and retirement credits the same as if they were not on leave. Those who take an unpaid leave may be allowed to remain on continued coverage at their own expense pursuant to the terms of applicable health, dental and vision insurance plan, provided they make advance payment of the premium or as provided under Section 7.13.
- 7.1.5 Utilization of paid leave provisions under this article for whole or partial day(s) shall be deducted from an employee's leave entitlement whether or not a paid substitute was employed to replace the employee on leave.
- 7.1.6 It is agreed that an employee who is absent from work other than those days as authorized by state law or authorized leave provisions of this agreement is taking an unauthorized absence. The employer will deduct a salary amount equal to the employee's established daily rate for unauthorized absences, and the employee may be subject to disciplinary action.
- 7.1.7 Immediately upon return to work, the employee shall complete the appropriate District form verifying his or her absence and submit it to his/her immediate supervisor.

7.1.8 When the District has reason to believe that there has been an abuse of leave privileges, the District's Office of Human Resources may require the employee to verify an absence by requesting that the employee provide reasonable proof that the absence was for the type of leave claimed by the employee.

7.1.9 Employees shall notify their immediate supervisor or designee in advance of all absences in accord with the following requirements:

- a. For day shift employees, notification shall be provided at least 30 minutes prior to the commencement of the shift.
- b. For employees on the swing or graveyard shift, notification shall be provided two (2) hours prior to the commencement of the shift, unless the immediate supervisor notifies the employee that a later time for such notification is authorized.

Employees shall indicate the reasons for their absences and the intended day of their return to work.

7.1.10 If an employee has been notified that a substitute has been hired, the employee must notify his/her immediate supervisor or designee at least twenty-four (24) hours prior to his/her intended return to work in order for the District to make adequate preparation for release of an employee's substitute. An employee who fails to provide such notice of intention to return to duty before the specified time limits above may, at the District's discretion, not be permitted to return to duty that work day and may be charged with an additional day of absence.

## 7.2. Sick Leave

7.2.1 Sick leave shall be for illness and injury absences or for a legally established quarantine.

7.2.2 Employees who are employed for 40 hours per week for a complete fiscal year shall be entitled to 96 hours of leave of absence annually for illness or injury. Employees shall receive full pay for sick days thus allowed in any fiscal year, and the number of days not used shall accumulate from year to year. Every employee who works less than 40 hours per week and/or less than a complete fiscal year shall be entitled to sick leave in the same ratio that his/her employment bears to full time annual employment (40 hours per week for 12 full months). Credit for personal illness or injury leave, as provided for in this section, need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days, or the proportionate amount to

which he/she may be entitled to under this section, until the first day of the calendar month after completion of the employee's probationary period.

- 7.2.3 Illness leave may be utilized for pregnancy, miscarriage, childbirth, or recovery therefrom as set forth 7.13.3. The date of commencement of absence from and return to duties because of pregnancy, miscarriage, childbirth, or recovery there from shall be determined by the employee and the employee's physician. The physician's verification for the commencement of absence from duties and resumption of duties shall be based on the employee's medically determined ability to perform assigned duties.
- 7.2.4 An employee who terminates employment prior to earning sick leave taken in advance of accrual shall have the appropriate amount deducted from his/her final warrant.
- 7.2.5 Sick leave shall not be transferable from one employee's accumulated balance to that of another employee's except as provided for under Section 7.14.
- 7.2.6 Any unused sick leave credit may be used by the employee for sick leave purposes, as defined, without loss of compensation. An employee may be eligible to receive State Disability Insurance benefits after five consecutive days of illness. It is the responsibility of the employee to apply to the appropriate state agency in order to receive such benefits. In the event that an employee has exhausted all accumulated sick leave credit, the District will apply accrued and unused vacation days to supplement the exhausted sick leave unless the employee provides written notice to the District not to do so. Because the District coordinates District leave benefits and State Disability Insurance benefits, an employee who receives State Disability Insurance benefit monies must remit all such monies to the District's Payroll Department as soon as possible after receipt from the State.

In addition to full-pay sick leave, employees who have completed their initial probationary period shall be entitled to a maximum of one hundred (100) days of sick leave per fiscal year at fifty percent (50%) of their salary. These days of additional sick leave are not carried into the next fiscal year and do not accumulate.

In order to qualify for differential pay, an employee shall utilize available leaves in the following sequence:

- 7.2.6.1 all Industrial Accident or Illness Leave days, when applicable;
- 7.2.6.2 all remaining current year days credited for sick leave;

7.2.6.3 all accumulated sick leave.

7.2.7 In no event shall the use of 50% pay, when coordinated with Industrial Accident or Illness Leave days, and/or remaining sick leave days, exceed 112 days any fiscal year. There is no limitation on the use of full pay sick leave that an employee has accumulated.

7.2.8 In the case of sick leave absence, the District reserves the right to require any reasonable proof verifying that the employee was entitled to sick leave for the days claimed. In the event that an employee will be absent for more than five (5) consecutive days, the employee must notify the District by no later than the fifth consecutive day of absence, of the expected duration of the absence, and verifying that such leave is for sick leave. In the event that an employee fails to so notify the District, the employee's absence shall be deemed to be an unauthorized leave pursuant to Article 7.1.6 of this agreement, until such time as the employee properly verifies her/his illness.

7.2.8.1 If requested to do so by the District, an employee who is returning to work and who has been absent five consecutive days or more, shall provide, at his/her expense, a statement from a medical doctor or licensed practitioner stating the reason for the absence and indicating an ability to return to his/her position classification without restrictions or detriment to the employee's physical and emotional well-being. In addition, the District may require the above statement for a period of absence of less than five days but in such case the District, rather than the employee, shall bear the cost of such examination. In the latter case, the employee shall have the option to choose either his/her own or the District's physician and the District shall provide release time for such purpose.

7.2.9 Light Duty

7.2.9.1 Light Duty may also be referred to as modified duty. Light duty assignments are a management prerogative and not an employee right. Light duty assignments shall be subject to continuous re-assessment dependent on Department need and the employee's ability to perform in a light duty capacity.

7.2.9.2 An injured employee may be assigned to a light duty position outside of his/her normal assignment or duties if it is available and is approved by management.

7.2.9.3 Light Duty means a temporary, limited-term assignment not requiring performance of the full range of duties associated with the regular job

classification.

- 7.2.9.4 Light duty assignments may be requested by employees who have incurred a duty or non-duty related illness or injury and, due to restrictions or limitations, are unable to perform their regular assigned duties.

### 7.3 Bereavement Leave

- 7.3.1 Employees shall be allowed necessary leave of absence not to exceed three days, or five days if out-of-state travel is required, or more than 300 miles, because of the death of any member of the immediate family. No deduction shall be made from the salary of such employee, nor shall such leave be deducted from leave granted by other sections of the Education Code or provided by the District.

### 7.4 Industrial Accident and Illness Leave

- 7.4.1 Industrial accident and illness leave shall be granted to employees in accordance with provisions of California Education Code Section 88192, for injury or illness incurred within the course and scope of the employee's assigned duties.

- 7.4.2 In order to qualify for industrial accident or illness leave coverage, an employee claiming such leave shall be subject to examination by a designated physician to verify his/her condition and to evaluate any claims.

A designated physician is defined as a physician or licensed practitioner the employee has selected in advance by notifying the College of his/her physician's name and address. The designated physician must have previously treated the employee and retained medical records and history of the employee.

If the employee had not previously notified the College of his/her designated physician, treatment will be determined by an employer-designated physician. However, after thirty (30) days treatment by the employer-designated physician, the employee may request treatment by his/her designated physician by making such request in writing to the employer's worker's compensation claims management firm.

- 7.4.3 An employee shall be permitted to return to work after an industrial accident or illness leave only upon presentation of a release from the treating designated physician, certifying the employee's ability to return to his/her position without restrictions and without detriment to his/her physical and emotional well-being or to the physical and emotional well-being of other employees. Such release from the treating physician shall be in a form satisfactory to the District.



- 7.4.4 An employee who has sustained a job-related injury or illness shall report the injury to his/her immediate supervisor on the District Accident Report form the same work day the injury or illness occurs, or not later than the next scheduled work day following the accident if such accident occurs after college hours, unless the employee's condition makes it physically impossible to do so.
- 7.4.5 Allowable leave shall be for not more than the equivalent of 60 working days in any one fiscal year for the same illness or accident. Allowable leave shall not be accumulated from year to year. If the same illness or injury extends into the next fiscal year, the employee shall be allowed to use only the amount of leave remaining from the previous fiscal year.
- 7.4.6 Industrial accident or illness leave shall commence on the first day of absence and shall be charged by one day for each day of authorized absence, regardless of a temporary disability indemnity award.
- 7.4.7 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the State.
- 7.4.8 During any industrial paid leave of absence, the employee shall endorse to the District any temporary disability indemnity checks received because of the industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of salary less normal deductions providing that the required accident report has been properly filed.
- 7.4.9 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used, but if an employee is receiving Worker's Compensation, the individual shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensating time, vacation, or other available leave which, when added to the Worker's Compensation award, provides for a full day's wage or salary.
- 7.4.10 Any employee receiving benefits under this industrial accident or injury section who has been medically released by the attending physician for return to duty, and who fails or refuses to accept an appropriate assignment, shall be deemed to have abandoned his/her position on the effective date of the assignment.
- 7.4.11 Any employee receiving benefits under this industrial accident or injury section who accepts other employment during the interim of this leave

shall be deemed to have abandoned his/her position on the date of the acceptance of employment outside the District.

## 7.5 Personal Necessity Leave

7.5.1 Each year, up to eighty (80) hours of absence earned for sick leave under section 7.2 of this article may be used by the employee at his/her election in cases of personal necessity on the following basis:

7.5.1.1 the death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 7.3 of this article. "Member of the immediate family" shall be defined as those persons listed in Section 7.15.1.

7.5.1.2 as a result of an accident or illness involving an employee's person or property or the person or property of his/her immediate family;

7.5.1.3 when resulting from an appearance in any court or before any administrative tribunal as a litigant or party.

7.5.1.4 parental leave at the time of the birth or adoption of children;

7.5.1.5 routine doctor and dental appointments not necessitated by illness or injury.

7.5.2 Up to five (5) days (not to exceed forty (40) hours) total of personal necessity leave specified above may be used at the employee's election for any one or combination of the following:

7.5.2.1 to attend the funeral of a close friend or a member of the employee's family other than the immediate family;

7.5.2.2 grandparenting leave at the time of the birth or adoption of children;

7.5.2.3 observance of major religious holidays of the employee's faith; and

7.5.2.4 natural disasters such as earthquakes, fires or floods, which conditions make it impossible for the unit member to be present at his/her work station.

7.5.2.5 Participate in the activities of the school or child care facility (licensed day care and Kindergarten through 12th grade) of any

child of which the employee is the parent, guardian or custodial grandparent.

7.5.3 Employees may submit additional requests for items of personal necessity other than those listed above to the Vice President of Human Resources or his/her designee. The Vice President of Human Resources or his/her designee, shall be the final authority in terms of the appropriateness of granting a personal necessity leave for any reason other than those listed above. On the day of return from a personal necessity leave an employee must complete the approved District form indicating the specific section of this Article for which the leave was taken.

## 7.6 Jury Duty Leave

7.6.1 An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The employer shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day that an employee in the bargaining unit is required to serve all or part of the day on jury duty, and when it is a day the employee would normally be required to work, the employee shall be relieved from work with full pay.

## 7.7 Subpoena as a Witness

7.7.1 Any employee subpoenaed by the exclusive representative in any Public Employment Relations Board hearing shall be charged personal necessity leave for such appearance.

7.7.2 Any employee subpoenaed by the District in any Public Employment Relations Board hearing shall be entitled to leave with pay and shall be reimbursed for mileage.

7.7.3 An employee subpoenaed to appear as a witness at a hearing before the Personnel Commission shall be allowed a paid absence from duty to appear as subpoenaed. In the event that the employee's appearance at the hearing requires the employee to stay beyond her/his work shift, the employee will be compensated for all additional time. If such hours are overtime, then the employee will receive overtime pay for any such hours.

## 7.8 Military Leave

7.8.1 An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

7.8.2 Any employee of the bargaining unit who is ordered into active military duty as set forth in Military and Veterans Code Section 389 through 399.5 shall continue to receive full pay from the District including health benefits for the tour of duty, not to exceed 18 months starting from the date in which the employee is called into activity military duty. Any employee who is called into active military duty shall immediately inform the District as to the beginning and end date of his or her service and shall provide the District with a copy of written orders.

7.8.3 An employee covered under the provisions of Section 7.8.2 above shall as a condition of continuing to receive their full District salary, provide the District with the specific amount of salary that he/she will earn from military duty. The amount of pay to be received from military duty shall be deducted from the amount normally paid to the employee as his/her regular salary. It is the intent of the Section to provide an employee called into active military duty no more than his or her regular salary ~~including~~ taking into account any amount paid by the State or Federal Government as salary for military duty.

## 7.9 Child-Rearing Leave

7.9.1 A permanent employee, who is the natural or adoptive parent of a child, shall be entitled to an unpaid leave of absence for the purpose of rearing his/her child for a specified period immediately after convalescence from maternity or immediately after completion of appropriate adoption papers. Such leave shall be for a maximum period of nine (9) months and shall be granted upon giving the District at least four (4) weeks notice prior to the anticipated date on which the leave is to commence.

7.9.2 An employee may request up to twelve (12) additional months of child-rearing leave to be granted at the discretion of the District.

## 7.10 Unpaid Personal Leave of Absence

7.10.1 The District may, in its sole discretion, grant a leave of absence without pay to permanent employees.

7.10.2 Leave of absence must, except under extenuating circumstances as approved by the District, be requested in writing 30 days prior to the date the leave is to commence. An employee on unpaid leave of absence for personal reasons may continue to participate in the health and welfare benefits at his/her option. If an employee on leave elects to continue in the health and welfare program, he/she must pay the full premium for such participation.

7.10.3 The Superintendent/President or his/her designee may, in his/her sole discretion, approve short term personal leave of up to 30 days to any permanent unit member to meet emergency situations which arise out of circumstances which are unpredictable and unavoidable.

7.11 Retraining and Study Leave

7.11.1 The Board of Trustees may grant an unpaid retraining or study leave to any member of the bargaining unit for a period not to exceed one (1) year for the purposes of participating in an identified course of study and/or retraining program which has a direct relationship to either the employee's current or prospective District position. The employee shall apply in accord with District established procedures and shall enumerate the plan of study or retraining program

7.11.2 Such leave of absence may be taken in separate six (6) months segments or in any other appropriate segment, rather than for a continuous period, provided separate segments of leave shall be commenced and completed in a three (3) year period. Any period of service between periods of leave shall comprise a part of the service required for a subsequent leave of absence for study or retraining.

7.11.3 Such leave of absence shall not be granted to an individual who has not served at least three (3) years of satisfactory service preceding the granting of the leave or since the prior leave and no more than one such leave shall be granted in any three (3)-year period.

7.11.4 An employee granted such leave shall not earn vacation pay, sick leave, holiday or other benefits provided under this agreement but the employee may participate in the health benefit programs of the District, provided that the employee provides reimbursement of any District expense in accordance with procedures as established by the District.

7.12 Break in Service

7.12.1 No absence under any paid leave provisions of this article shall be considered as a break in service for any employee who is in paid status and all benefits accruing under the provisions of this agreement shall continue to accrue under such absence.

7.12.2 Approved absences under unpaid leave provisions of this article shall not constitute a break in service, but time absent on unpaid leave status shall not be credited as time worked for the purposes of accruing seniority or longevity if taken pursuant to Sections 7.9, 7.10 or 7.11.

7.13 Family, Medical, and Pregnancy Leave

### 7.13.1

The District shall provide employees with family, medical, and pregnancy leave and related benefits as required by all applicable law, including the Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), and California Pregnancy Disability Leave Law (PDLL).

Under FMLA and CFRA, the leave that an employee is entitled to may be up to 12 workweeks in a “rolling” 12-month period measured backward from the date an employee uses any FMLA/CFRA leave. Under PDLL, the leave that an employee is entitled to may be up to 4 months per pregnancy. Employees should communicate with the District’s Office of Human Resources to obtain more information about their rights under all applicable leave laws, including FMLA, CFRA, and PDLL.

Health and welfare benefits shall be maintained when an employee is on leave that is designated as FMLA, CFRA and/or PDLL leave.

Any employee requesting leave for his or her own serious illness, injury, and/or disability under FMLA, CFRA and/or PDLL shall be required to use all accumulated sick leave. The District will then apply accrued and unused vacation days, unless the employee provides written notice to the District not to do so. Then, the District will apply difference pay if applicable under Article 7.2.6.

If an employee requests leave for any other purpose under FMLA and/or CFRA, the employee shall be required to use ten (10) days of personal necessity leave per year. The District will then apply accrued and unused vacation days, unless the employee provides written notice to the District not to do so.

Sick leave, vacation leave, difference pay leave, personal necessity leave, and comptime used by an employee runs concurrently with any FMLA and/or CFRA and/or PDLL leave that is applicable during the use of such leaves.

7.13.2 To the extent that the foregoing provisions are inconsistent with federal or state law applicable to the District , employees will be provided with leaves required by the federal or state law.

7.14 Catastrophic Illness Leave/Injury Leave Donation

The purpose of this plan is to ensure that an employee with a catastrophic illness or injury continues to receive medical benefits during the recovery period and continues to receive his/her regular salary to the extent possible. This will be accomplished through the establishment of a program for leave donations which may be made to a specific individual or to a District-wide leave bank.

Catastrophic Illness or injury is defined as one that is expected to incapacitate the employee for an extended period of time, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off. Examples include, but are not limited to, life threatening injury or illness; cancer; AIDS; heart surgery; stroke; etc.

#### 7.14.1 Leave Bank

- a. Any employee may donate accumulated leave but **MUST** retain no fewer than twenty (20) days or 160 hours of sick leave in his/her personal account. An employee who is retiring or terminating and wishes to donate unused sick leave may do so with no limitation; 50% of their donation will be credited to the leave bank.
- b. Accumulated vacation days/hours may be donated with no restriction.
- c. All donated days/hours are irrevocable.
- d. Unused donated days will revert to the Leave Bank for use by other catastrophically ill or injured employees who request and are approved to use days/hours from the bank.
- e. Donated sick leave or vacation days/hours are credited and charged on the basis of day-for-day regardless of the classification and/or salary of either the donee or the donor.
- f. Leave may be donated either to an individual account or to the District wide leave bank at the option of the donee.

#### 7.14.2 Employee Eligibility

- a. The employee must be/expected to be incapacitated or absent for an extended period of time no fewer than 30 consecutive calendar days.
- b. The employee or authorized designee must submit a letter to the Vice President of Human Resources requesting either a call

for specific donations or donations from the District leave bank.

- c. The employee must submit medical verification which is subject to verification by the District. The District may require additional medical verification from a physician selected by the District and at the expense of the District. The employee or his or her authorized representative must sign appropriate authorization to allow the Catastrophic Injury/Illness Committee to review all necessary documentation. In the absence of an authorized representative, the spouse or domestic partner may sign the authorization.
- d. Employees must use all accumulated/advanced sick leave plus all accrued vacation prior to using any donated leave. Once an employee starts using any donated leave, the employee shall use any leave credits that he or she continues to accrue on a monthly basis prior to using additional donated leave.
- e. All donated leave must be used within a 12-month period after the donation and may be used only for the specified catastrophic illness or injury. Leave days will be placed in a special donated account for up to one year. If the employee returns to work and has a reoccurrence of the same or related catastrophic illness or injury, after using any accumulated/advanced sick days, previously donated days may be used.
- f. In unusual circumstances, the Catastrophic Illness/Injury Committee may consider and approve a request to extend the period of use of donated days for a period of up to one additional year.
- g. *NOT COVERED:* Stress related illness; elective surgery, normal pregnancy, workers compensation claims, disabilities resulting from alcoholism or drug addictions, intentionally self inflicted injuries, or normal illness such as recurring colds, flu, allergies, headaches, etc.
- h. Any employee who has omitted relevant or provided falsified information on his/her medical history or other medical documentation may be denied access to the benefits of this plan.

7.14.3 Catastrophic Illness/Injury Committee



- a. A joint district catastrophic illness/injury committee will oversee the implementation of this plan. This committee will be chaired by the Vice President of Human Resources.
- b. The committee will be comprised of one (1) representative appointed by the Faculty Association, CSEA, and Management respectively. In circumstances in which a matter before the committee concerns a member of the SMCPOA, a representative of the Association shall participate in the committee's deliberations. In addition, either the Faculty Coordinator for Health Services or the Director of Health Services will serve as an advisor to the committee. In the event the committee is unable to reach a decision regarding eligibility for donated leave the District will obtain an advisory opinion from an appropriate physician and provide the committee with that information. In the event the committee is still unable to reach a decision the Vice President of Human Resources will make the final decision.

7.14.4 Miscellaneous

- a. Participation in this plan is voluntary on behalf of the donor(s) and the donee.
- b. Amendments/modifications to the plan shall be mutually agreed to by the Faculty Association, CSEA, SMCPOA, Management and the Board of Trustees.
- c. The Catastrophic Illness/Injury committee will meet to determine forms and procedures for implementation and appropriate participation by part-time faculty who accumulate sick leave.
- d. The provisions of this section shall be subject to the grievance procedure steps up to but not including arbitration.

7.15 Definitions

- 7.15.1 "Immediate family" means the spouse, domestic partner, mother, father, step parent, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, sister, foster child or adopted child, either of the employee or of the spouse or of the domestic partner of the employee.
- 7.15.2 The "domestic partner" relationship shall be defined as two adults who have chosen to share their lives in a committed relationship of mutual caring, who live together in the same residence and who have agreed to be

jointly responsible for basic living expenses incurred during the domestic partnership.

Domestic partners must meet the following conditions:

- a. Must be an adult
- b. Must reside at the same address
- c. Must be limited to one domestic partner at any point in time
- d. Must meet any two of the following conditions:
  1. hold a joint mortgage or lease
  2. designate a partner as the beneficiary of life insurance or retirement benefits
  3. designate a partner as primary beneficiary in a will
  4. assign a health care power of attorney to the partner
  5. jointly own a bank account or credit account
  6. jointly own a car

**ARTICLE 8**  
**HOLIDAYS**

8.1 Regularly and Additionally Scheduled Holidays

The District agrees to grant bargaining unit employees the following holidays:

New Year's Day  
Martin Luther King Day  
Lincoln's Day  
Washington's Day  
Cesar Chavez Day  
Memorial Day  
Independence Day  
Labor Day  
Admissions Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day

Since employees covered herein are required to work on the holidays approved by the District and are not allowed to take the holiday off, or take another scheduled work day off in lieu of taking the holiday off, each employee shall receive additional compensation in lieu of the approved holidays listed above. The additional compensation in lieu of each holiday shall be equal to eight (8) hours at the employee's regular rate of pay if the employee works a 8/40 schedule; ten (10) hours at the employee's regular rate of pay if the employee works a 10/40 schedule; or 12 (12) hours at the employee's regular rate of pay if the employee works a 3/12 schedule. The additional compensation in lieu of all twelve (12) holidays shall be paid in the month in which the holiday occurs.

In recognition of unit members suffering a loss of holidays compared with other classified employees, unit members shall receive 40 hours to be used as floating holidays in not less than half shift increments. The use of any floating holiday requires prior approval of a supervisor and shall not be taken during the College's Winter recess. These floating holidays shall be paid off at the end of each fiscal year if not used.

**ARTICLE 9**  
**VACATIONS**

9.1 Ratio for Earning Vacation

9.1.1 After six (6) months of continuous employment, employees shall be allowed vacation figured from the date of employment with the District at the rate of:

9.1.1.1 Eight (8) hours per month of employment through three years;

9.1.1.2 Ten (10) hours per month of employment from four through seven years;

9.1.1.3 Thirteen (13) hours per month of employment from eight through eleven years;

9.1.1.4 Fifteen (15) hours per month of employment from the twelfth through fourteenth years, and;

9.1.1.5 Sixteen (16) hours per month of employment beginning with the fifteen year and continuing each year thereafter.

9.1.2 Employees working part-time shall receive a pro-ration of vacation equal to their percentage of full-time employment.

9.2 Vacation Procedures

9.2.1 Employees may take vacation days only after securing advance approval from their immediate supervisor except as required in 7.2.6 and 7.14.2d. All vacation requests, including all scheduling of vacation as set forth in this Article, shall be submitted on the standardized District form prepared and authorized by the Office of Human Resources. Every attempt will be made to give the employee the vacation dates of their choosing.

9.2.2 Less than 12 Month Assignment:  
Employees employed on a less-than-12-month basis will normally take all or part of their vacation period at winter and spring recess, unless their immediate supervisor schedules them otherwise. If the employee has accrued vacation days in excess of the winter/spring recess, the vacation days accrued, but not used, shall be paid at the conclusion of the fiscal year unless an exception has been granted by the Vice President of Human Resources.

9.2.3 Probationary Employees:

Probationary employees who have been with the District less than six (6) months may be required, at the discretion of their immediate supervisor, to take their vacation at winter and spring recess, even though they may be short of having earned the number of days used in those periods.

9.2.4 Persons separating from the classified service prior to the completion of the six (6) months of continuous employment shall receive no vacation credit. Those who have been allowed or required to take vacation days will have that vacation pay deducted from their final check.

9.2.5 Permanent employees shall receive payment for the unused portion of their earned vacation upon separation from the service.

9.2.6 12 Month Employees:

Twelve (12) month employees shall take their vacation within the year it is earned. In order to ensure that employees are able to use their vacation in the year in which it is earned, the following procedures will be followed in departments where there is more than one employee:

Step 1: Scheduling of Vacation: By June 1 and November 1 of each year of the contract, employees may, using the standardized form authorized by the Office of Human Resources, submit to their immediate supervisors a vacation schedule for the ensuing 12 months.

Step 2: Approval of Vacation Plan: By June 15 (for requests submitted during the June 1 window) and November 15 (for requests submitted during the November 1 window) of each year of the contract, upon receipt of a timely vacation schedule as set forth in Step 1, the immediate supervisor shall either confirm, or reject the submitted vacation plan. Requests shall be approved, provided the employee has paid vacation leave available and the requested days do not fall within block out periods established by the department. In the event that two or more employees request vacation for the same period of time and all requests cannot be accepted, the employee with the greatest district seniority shall be scheduled for vacation. Requests approved in the previous window (June or Nov.) shall not be subject to seniority bumping by requests submitted in subsequent windows. After requests in either window have been approved, all subsequent requests prior to the next window and any requested changes into an already approved vacation schedule will be handled in the order they are received. If the manager fails to respond to a vacation request by the timeline set forth above or if the request is for a change in an employee's vacation schedule and the manager fails to

respond to the vacation request within 15 days, the vacation request shall be deemed approved.

Step 3: Changes to Vacation Schedule: An employee may request a modification to his or her approved vacation plan. The District may either grant or deny the requested change. The reason(s) for the denial shall be provided to the employee in writing. The District shall grant a request for modification to mutually agreed upon dates when the vacation plans change based on events outside the control of the employee.

Step 4: Mid Year Check on Vacation Schedules: Between January 1 and February 1 of each year of this agreement, 12 month employees shall meet with their immediate supervisor to discuss their vacation plan. In the event that an employee has not scheduled all of his/her earnable vacation for the particular year, the employee and the supervisor shall mutually schedule any remaining days.

9.2.7 Carry Over of Unused Vacation Days: Earned vacation days may be carried over to be used in the next fiscal year as follows:

- a. An employee may elect to carry over up to ten (10) days of vacation provided that as of the end of a fiscal year the employee's accumulated vacation balance does not exceed ten (10) days.
- b. An employee may carry over any vacation days in a fiscal year which an employee is prohibited from taking;
- c. By mutual agreement between the District and the employee, any unused days not provided for above may be carried over into the next fiscal year for use. Any request to carry over any such unused vacation days will be submitted to the Office of Human Resources. The Vice President of Human Resources, or his or her designee, will respond to any such request within fifteen (15) working days of the receipt of a request by either approving or disapproving the request. If the Vice President of Human Resources, or his or her designee, does not respond to the request within fifteen (15) working days, it shall be deemed approved.

9.2.9 The minimum time which can be taken against vacation time is one hour of a day. Any period less than that must be treated as leave time under other provisions of this agreement.

9.2.10 Permanent employees may interrupt vacation leave in order to begin another type of paid leave such as sick leave, bereavement leave, or personal

necessity leave without a return to active service, provided they give adequate and timely notice furnishing relevant supporting verification to the employee's supervisor.

- 9.2.11 No employee shall be required to take more vacation days than were earned during the fiscal year.
- 9.3 Vacations may not be scheduled during block out days. Vacation block out days shall be based on projects and work load and shall apply to all District employees in that work unit or group. Any department that has vacation block out days shall publish a fiscal year calendar of vacation block out days by May 1 of each year.
- 9.4. Except as otherwise provided in this Article, the District shall not buy back accrued vacation time from any bargaining unit member except pursuant to a Memorandum of Understanding between the District and SMCPOA.

**ARTICLE 10**  
**GRIEVANCE PROCEDURE**

10.1 Definitions

10.1.1 A “grievance” is defined as, and limited to, a statement by a grievant that the District has violated an express term of this agreement and that, by reason of such violation, his/her rights have been adversely affected. Excluded from these procedures are matters so indicated elsewhere in this Agreement.

10.1.2 A “grievant” is an employee or group of employees in the bargaining unit and/or the Association on its own behalf or on the behalf of its members. The grievant may represent him/herself in the grievance procedure or elect to be accompanied by representatives of his/her own choosing, whether or not such persons are employees of the District. The representatives may help present the grievance orally or in writing or serve as an advisor to the grievant.

10.1.3 A “work day” is a day in which the central administrative offices of the District are open for business.

10.1.4 Immediate supervisor is the District designee not in the bargaining unit having immediate jurisdiction over the grievant.

10.2 Steps of Grievance

10.2.1 There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below.

10.2.2 Required Informal Discussion:

Prior to filing a formal grievance, a grievant shall attempt to resolve the dispute by presenting the grievance orally to the immediate supervisor and discuss the grievance issue and proposed resolution with him/her.

10.2.4 Step 1: If the grievance is not settled in the informal discussion, the grievance shall be set forth on the appropriate form in writing and filed with the employee’s immediate supervisor. In all events, Step 1 shall be commenced no later than thirty (30) work days after the grievant knew, or reasonably should have known, of the events giving rise to the grievance. At the request of either the grievant or the employee’s immediate supervisor, a meeting shall be arranged to review and discuss the grievance. The grievant shall make himself/herself available for such a meeting. The employee’s immediate supervisor will give a written reply to the grievant by the end of the tenth work day following the submission of the grievance and the giving of such reply will terminate Step 1.



10.2.5 Step 2: If the grievance is not settled at Step 1 (See 10.2.4), the grievant may file a written appeal with the Vice President, Human Resources. Upon mutual agreement of the District and the Association, Step 1 may be skipped and the grievance appealed directly to Step 2. The appeal shall be accompanied by all written statements submitted in Step 1; the decision rendered at such step, and shall contain a written statement indicating reasons for his/her appeal and supporting documents. This appeal must be filed with the Vice President, Human Resources or his/her designee within five (5) work days after the termination of Step 1, and if requested by either party, a meeting shall be arranged to review and discuss the grievance. Prior to the meeting, the parties shall indicate who they intend to bring to the meeting to allow the other party to suggest additional participants with relevant information necessary to achieve a resolution. Each party shall use its best efforts to have present at the meeting all individuals with relevant information necessary to achieve a resolution. A decision shall be rendered by the Vice President, Human Resources or his/her designee within twenty (20) work days after filing of the appeal. The rendering of such decision will terminate Step 2.

10.2.6 Step 3: If the grievance is not settled at Step 2 (See 10.2.5), the Association may file a written notification within ten (10) work days after termination of Step 2, with the Vice President, Human Resources submitting the grievance to arbitration. The appeal shall be accompanied by all statements submitted at prior levels, the decision rendered at each Step, and shall contain a written statement indicating reasons for the appeal.

Within five (5) work days after the District receives written notification of the Association's desire to arbitrate, the parties shall discuss whether they are willing to participate in voluntary mediation before a mutually agreed-upon mediator and upon such terms and conditions that they agree upon. In the event the parties agree to mediation, the selection of the arbitrator shall be held in abeyance until the conclusion of the mediation process. Either party can terminate the mediation process at any time by giving written notice to the other party.

Within fifteen (15) work days after the District receives written notification of the Association's desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is otherwise reached, the parties shall request seven names from the California State Conciliation Service and shall, by alternate striking of names, select an arbitrator. The arbitrator shall be bound by the arbitration standards enumerated below.

10.2.7 Any time period imposed on the Association under Step 1, 2, or 3 above, shall be automatically extended by five (5) if the Association makes a written request for an extension prior to the expiration of the time period.

#### 10.2.8 Arbitration Standards

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement as complained of by the grievant. The decision of the arbitrator shall be based solely upon the evidence and arguments presented her/him by the respective parties in the presence of each other, and upon post-hearing briefs of the parties. However, the arbitrator may also make judicial notice of a matter of fact or law that is authorized for judicial notice by the statutory or decisional law of the State of California or of the United States.

This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall, therefore, not have authority, nor shall he/she consider it his or her function to decide any issue not properly before him/her or to interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties may be presented and considered as relevant evidence in interpreting or applying terms of this Agreement. The arbitrator shall not render any decision or award, or fail to render any decision or award, merely because in his/her opinion such decision or award is fair or equitable. No decision or award rendered by the arbitrator shall be retroactive beyond the beginning of the period specified in Step One of the grievance procedure set forth in this Article or the occurrence of the act or omission of an act giving rise to the grievance.

10.2.9 The decision of the arbitrator shall be binding on the parties.

10.2.10 All costs of the services of the arbitrator including but not limited to, per diem expenses, travel expenses and subsistence expenses, shall be borne equally by the Association and the District. All other costs will be borne by the party incurring them.

#### 10.3 General Provisions

10.3.1 If a grievance is not processed by the employee in accordance with the time limits set forth in this article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any Step, the grievant may proceed to the next Step. However, the time limits hereunder may be lengthened, shortened or waived, in any particular case but only by mutual written agreement.

- 10.3.2 The grievant shall be entitled, upon request, to representation by the Association as specified in 10.1.2 of this Article. In situations where the Association has not been invited to represent the employee, the decision shall not be final until the Association has received a copy and has had five work days to respond to the proposed resolution of the grievance.
- 10.3.3 The respondent, in all cases, shall be the District itself, rather than any individual. The filing or pendency of grievances shall not delay or interfere with implementation of any District action during the processing thereof.
- 10.3.4 The grievant and/or his/her representative shall be provided release time without loss of compensation for the purpose of grievance conferences or hearings. Release time shall not be provided for a grievance investigation and/or preparation, however, the Association may use released time available under Article 15.12 for this purpose. The parties agree that this shall constitute a “reasonable period of release time and a reasonable number of representatives” within the meaning of Government Code, Section 3543.1(c).
- 10.3.5 In order to encourage a professional and harmonious disposition of individual grievances, it is agreed that from the time a grievance is filed until the conclusion of all grievance proceedings, neither the grievant, nor the Association, nor the District shall make public either the grievance or evidence regarding the grievance.
- 10.3.6 The District records dealing with the filing and processing of a grievance shall be maintained separately from the grievant’s personnel file. Access to a grievant’s files shall be limited to the grievant, District personnel representatives who have a legitimate need to have such access and the Association representative with proper written authorization.
- 10.3.7 No reprisals of any kind shall be taken by the Superintendent/President or any member or representative of the administration or the Board against the grievant or any representative of the grievant by reason of his/her bringing a grievance or participating in a grievance, nor shall any reprisals of any kind be taken by the Association or any members or representatives of the Association against either the grievant, the District, or any District employee in the grievance procedure by reasons of such participation or decision.
- 10.3.8 The District shall provide a grievance form for use by district employees which shall be agreed to by the District and the Association. The written form shall include the following information to be provided by the grievant:
- (a) a full statement of the facts surrounding the grievance and detailing the specific provisions of this agreement alleged to have been violated;
  - (b) a statement as to the remedy or relief requested by the grievant;

- (c) as an attachment, any documents in the possession of the grievant which are relevant to the disposition of the grievance;
- (d) an identification of all witnesses whom the grievant believes have information relevant
- (e) a box indicating the grievant's right to waive or request an official meeting at each Step of the grievance.
- (f) signature of the grievant and date signed.

10.3.9 During the processing of any of the formal steps of the grievance, neither the grievant nor the representative of the District may be accompanied or represented by more than a total of two persons unless otherwise mutually agreed. Either party may have an additional person present whose sole function is to take notes and who shall not participate in the discussion.

10.3.10 If an employee believes a District manager or supervisor systematically and persistently badgers, upbraids, or threatens an employee, the employee shall within fifteen (15) work days from the most recent instance of such conduct have the right to file in writing with the Vice President of Human Resources, a claim of harassment using a District approved form. Such written statements shall include specific instances including dates and times of the action(s) that are alleged to be harassment. Upon receipt of such a claim, the Vice President of Human Resources shall investigate or have investigated the claims of the employee. If deemed appropriate, the investigator shall meet with the employee regarding the employee's claims. The Vice President of Human Resources, shall, after such review, provide a written response within fifteen (15) work days after completing the investigation of the employee's claim, and such response shall be final and binding and not subject to the grievance procedure.

This procedure of resolution of harassment complaints is not to be utilized as a substitute for the procedure of federal or state law or District policy or regulation(s) to handle claims of sexual or discriminatory harassment.

**ARTICLE 11**  
WAGES

11.1 Application of Salary Schedule

11.1.1 Effective July 1, 2014, the salary schedules shall be increased by a percentage equal to the actually-received COLA in the adopted budget or 2.3%, whichever is greater.

11.1.2 Effective July 1, 2015 the salary schedules shall be increased by a percentage equal to the actually-received COLA in the adopted budget less any percentage increase in the employer's PERS contribution rate for safety personnel that occurred in the prior fiscal year. In the event the District grants to CSEA a more favorable COLA, a more favorable Across-the-Board Increase in Salary Step Schedules or Across-the-Board Bonuses, unit members shall be entitled to the more favorable action in lieu of the COLA set forth in the preceding sentence.

11.2 Initial Placement

11.2.1 All new employees shall be appointed at the hiring rate for the class as approved by the District. The hiring rate shall be the first step of the schedule. A hiring step higher than the first step may be set in accordance with the Merit Rules, which shall be applied fairly and consistently.

11.2.2 District job announcements shall contain in bold print a statement indicating employees may be granted advance placement on the salary schedule.

11.3 Step Advancement

11.3.1 Upon entering employment on Step A, each regular classified employee, after satisfactory completion of the probationary period in a permanent position, shall advance to the next step on the appropriate range of the salary schedule. Thereafter, he/she shall advance one step on the salary schedule upon completion of each year of continuous and satisfactory service until the maximum salary is reached.

11.3.2 Upon entering employment on Step B or higher, each regular classified employee shall advance to the next step on the appropriate range of the salary schedule after the completion of one year of satisfactory service, and in one year increments thereafter, until the maximum salary is reached.

11.3.3 Salary advancement shall be computed only on the first of each calendar month. When an anniversary date falls on or before the 15th of the month, the increment shall be figured on the first of the month. When the anniversary date falls after the 15th of the month, the increment shall be figured the first of the following month.

11.4 Variable Hours Pay

11.5.1 Employees assigned to a variable hours schedule shall be paid at a rate 5% higher than employees in the same class assigned to a regular work week. Such employees may have their work schedule modified at any time depending on the needs of the department.

11.5 Longevity Increments

11.5.1 Each regular classified employee shall receive a two-range increase (5%) upon completion of five (5) years of satisfactory and continuous service. This increase will become effective at the beginning of the sixth year.

11.5.2 Each regular classified employee shall receive an additional two-range increase (5%) upon completion of ten (10) years of satisfactory and continuous service. This increase will become effective at the beginning of the eleventh year.

11.5.3 Each regular classified employee shall receive an additional two-range increase (5%) upon completion of fifteen (15) years of satisfactory and continuous service. This increase will become effective at the beginning of the sixteenth year.

11.5.4. Each regular classified employee shall receive an additional two-range increase (5%) upon completion of twenty (20) years of satisfactory and continuous service. This increase shall become effective at the beginning of the twenty-first year.

11.5.5 Each regular classified employee shall receive an additional two-range increase (5%) upon completion of twenty-five (25) years of satisfactory and continuous service. This increase will become effective at the beginning of the twenty-sixth year.

11.5.6 Each regular classified employee shall receive an additional two-range increase (5%) upon completion of thirty (30) years of satisfactory and continuous service. This increase will become effective at the beginning of the thirty-first year.

- 11.5.7 Each regular classified employee shall receive an additional two-range increase (5%) upon completion of thirty-five (35) years of satisfactory and continuous service. This increase will become effective at the beginning of the thirty-sixth year.

#### 11.6 Equipment Provided/Reimbursed

The District shall provide each newly hired officer with a service weapon, holster, ammunition, nightstick, handcuffs, raincoats, keys, pepper spray and holder, patches, helmet, leather belt, cuff case, ammunition holder, baton ring, keepers, key holder, walkie-talkie accessories, vest, bike shorts, bike shirt and bike helmet for certain assignments. Employees newly assigned as motorcycle officers shall be provided with boots, breeches, leather jacket, helmet, eye protection and gloves. On an annual basis, the District shall provide to each employee a uniform shirt and pants. Such equipment shall remain the property of the District during its useful life. The District shall repair/replace all assigned equipment.

#### 11.7. Uniform Allowance/Firearm Maintenance Allocation

Each employee occupying a regular full-time position in a job classification covered herein, shall receive a monthly uniform cleaning and maintenance allowance of \$50.00. Each such employee shall receive a monthly firearm maintenance allowance of \$50.00. In addition, each officer shall receive a monthly handgun proficiency allowance of \$50.00 provided the officer maintains a score of 85% on twice yearly proficiency testing; if the officer fails to achieve an 85% score, the allowance shall not be paid until the officer next achieves a score of 85% at the next twice yearly testing.

#### 11.8 Miscellaneous Provisions

- 11.8.1 Any employee in the bargaining unit who is required by his/her supervisor to use his/her vehicle for college business shall be reimbursed at the same rate paid to other District employees and approved by the District Board.
- 11.8.2 The District agrees to provide the full cost of any medical, psychological, or psychiatric examination required by the District. However, if reimbursement is available to the employees under provisions of the health benefits plan, the District shall not be obligated for any payment covered by the health plan.
- 11.8.3 The District agrees to provide liability insurance as required by the California Education Code.
- 11.8.4 The District and the Association will consult prior to substantial changes to the classified parking at the College. The annual parking rate for parking permits for unit members shall be \$140.00. To the extent allowed

by law, the District will make available payroll deductions at pre-tax dollars to employees who purchase SMC staff parking permits.

11.9 Special Skills Differential Pay

11.9.1 The following additional pay shall be receive for any of the following assignments:

Access Control/CCTV	5%
Field Training Officer	5% for hours with trainee
Investigator	5%
Motorcycle	5%
Range Master	5%
Training Coordinator	5%

If an employee has more than one of the above assignments, the maximum stipend shall be 7.5%.

11.9.2 An employee assigned to a regular position designated by the District requiring bilingual or multi-lingual skills consisting of speaking and interpreting one or more foreign languages who meets the proficiency standards required by the District, shall receive a pay differential of \$25 above his/her regular monthly rate on the salary schedule.

11.9.3 An employee assigned to a regular position designated by the District as requiring bilingual or multi-lingual skills consisting of speaking, reading and writing one or more foreign languages who meets the proficiency standards required by the District, shall receive a pay differential of \$35 above his/her regular monthly rate on the salary schedule.

11.9.4 The special skills differential shall be pro-rated for part time employees according to the number of hours per week of the regular assignment.

11.10 Educational Pay Differential

11.10.1 General Policy: In order to encourage active participation on the part of the permanent classified employees of the District in upgrading their skills, knowledge, and abilities through continued education, the District will provide an educational pay differential for successful completion of approved educational training as specified in 11.10.2 through 11.10.3. The educational training must directly relate to the employee's job definition as described in the job specification except for the educational training for degrees listed in Article 11.10.3.1 through 11.10.3.3.

11.10.2 Requirements



- 11.10.2.1 In order to be approved for an educational pay differential (1), the employee must have a satisfactory evaluation; (2) at least one-half of the educational training must be completed during the current employment of the employee and must be above and beyond the certificate, degree, or license requirement(s) which are all or part of the training and experience of the employee's present position; (3) the certificate or degree must be granted by an institution approved by the American Council on Education; and (4) the professional license must be granted by an authorized licensing board of the State of California.
- 11.10.2.2 Employees will receive one educational pay differential based on the completion of the most recent certificate, degree or license held as of October 1, 1984. The educational pay differential shall be pro-rated for part-time employees according to the number of hours per week of their regular assignment.
- 11.10.2.3 No employee shall retain an awarded educational pay differential as specified in 11.10.2 through 11.10.3 upon a change of position to a non-related job classification, except for differentials awarded for degrees listed in 11.10.3.1 through 11.10.3.3.
- 11.10.2.4 Upon receipt of a degree, certificate or license, the employee must submit a request accompanied by an official transcript or license to the District's Office of Human Resources for approval and verification by October 1. If approved, the educational pay differentials shall be effective commencing on the following November 1, pay period.
- 11.10.2.5 If approval is denied, a committee shall be appointed upon the employee's request to review whether an employee's degree, certificate, or license is directly related to the employee's job definition. The decision of this committee is final and cannot be appealed through the grievance procedure. The committee shall consist of four persons, each serving a minimum of two-year terms: two persons appointed by the Association and two persons appointed by the Vice President, Human Resources. The Director of Classified Personnel shall serve as the advisor and shall schedule meetings.

11.10.3 Degrees, Certificates, Licenses

11.10.3.1 Associate of Arts/Science Degree

Each permanent employee shall receive a 1.5% differential above his/her regular rate of pay on the salary schedule upon receipt of an Associate of Arts/Science degree.

11.10.3.2 Bachelor of Arts/Science Degree

Each permanent employee shall receive a 1.5% differential above his/her regular rate of pay on the salary schedule upon receipt of a Bachelor of Arts/Science degree.

11.10.3.3 Master of Arts/Science Degree

Each permanent employee shall receive a 1.5% differential above his/her regular rate of pay on the salary schedule upon receipt of a Master of Arts/ Science degree.

11.10.3.4 Post Certificates

Each permanent employee shall receive a 2.0% differential above his/her regular rate of pay on the salary schedule upon receipt of a Intermediate POST Certificate.

Each permanent employee shall receive a 3.0% differential above his/her regular rate of pay on the salary schedule upon receipt of a Advanced POST Certificate. Any differential for an Intermediate POST Certificate shall terminate upon receipt of this differential.

11.10.3.5 An employee may receive an educational pay differential for no more than one Associate of Arts or Science degree, no more than one Bachelor of Arts/Science degree, or no more than one Master of Arts/Science degree.

11.10.3.6 An employee may receive educational pay differentials for no more than a combination of any two of the following: educational certificates, professional licenses, or degrees.

11.11 Classes, Conferences and Workshops Reimbursement

11.11.1 In accord with the following provisions, permanent employees in the bargaining unit may apply for and receive reimbursement of tuition, registration, and/or cost of books or materials for classes, conferences or workshops taken during the employee's non-work hours. This provision is in addition to AB1725 funds.

11.11.2 General Provisions

All classes, conferences, or workshops for which an employee may be reimbursed, shall be directly related to the employee's current classification or an approved classification within the same job family of

the employee's current classification or an approved classification for which an apprentice position exists. The employee shall apply for reimbursement with his/her immediate supervisor on the approved request form not later than three weeks prior to the commencement of the class, conference, or workshop. Reimbursement shall be limited to a maximum of \$500.00 per employee in one fiscal year.

11.11.3 Eligibility

In order to be eligible for reimbursement, the employee must have been an employee of the District for not less than one year. An employee who is reimbursed under these provisions shall not be eligible for reimbursement again for a period of one full year thereafter. An employee under disciplinary or an overall work improvement notice may apply if the request is directly related to the stated job improvements cited in the notice.

11.11.4 Approval

To receive reimbursement, an employee must receive the approval of his/her immediate supervisor, department/ division head, and the Superintendent and President or his/her designee.

11.11.5 Maximum Costs of Provision

The District shall separately budget \$1,000 for each fiscal year for purposes of reimbursement under this Section.

11.12 Santa Monica College Courses.

The District will waive tuition for unit members taking classes at SMC and will provide unit members with required instructional materials for such classes in an amount not to exceed \$2,500 during the term of the Agreement.

11.13 Employee Orientation.

The District shall continue its new employee orientation program.

11.14 Error in Salary

Subject to the time limits set forth in Merit Rule 12.2.3(B), whenever it is determined by the District that an error has been made in the calculation or reporting in any bargaining unit employee's salary, the District shall, within five (5) working days following such determination, correct the error and provide the employee with a supplemental pay warrant for any amount owed to the employee or make equitable arrangement for repayment where the employee has been overpaid.

**ARTICLE 12**  
**HEALTH AND WELFARE BENEFITS**

- 12.1 The District shall provide group medical insurance, dental insurance, and vision coverage for employees as described in this article.
- 12.2 Basic Medical Plan  
Effective August 1, 1997, the District shall contribute \$276.02 tenthly toward payment of the premium of a medical plan selected by the full time employee. The medical plan chosen shall be one of those offered by PERS under the Public Employees Medical and Hospital Care Act. This basic contribution by the District shall be increased August 1st each year by five percent (5%) of the previous year's premium for Kaiser Medical Plan two party coverage.
- 12.3 Supplemental Benefits Plan  
Effective January 1, 1993, the District shall provide as a supplemental benefit plan for full time employees an amount equal to the difference between the basic medical plan and the total cost of a medical, dental, and vision insurance care plan selected by the employee for the employee and his/her dependents. Effective January 1, 2013, for any employee with the PERSCare insurance plan, the District's contribution for medical insurance shall not exceed the cost of the highest non-PERSCare plan offered by the District (PERS Choice, Blue Shield Access Plus, Blue Shield Net Value or Kaiser Permanente plan). If the employee has PERSCare Coverage plan, the employee shall pay the difference between the PERSCare premium and the premium for the highest non-PERSCare plan for like coverage.
- 12.4 Employees who work five (5) days per week, seven (7) to eight (8) hours a day, 35 (thirty-five) to 40 (forty) hours per week, and who are employed for either the college or academic year, or for ten or more months per year, shall be considered full time employees for the purpose of this article.
- 12.5 Employees who work less than 35 (thirty-five) hours per week, but 20 (twenty) or more hours per week, shall receive a pro-rata share of the amounts which are authorized for a full time employee if they elect to be enrolled in a health, vision, and dental care plan. The pro-ration shall be based on a 40 (forty) hour week. If, however, the employee elects to enroll only in a vision and dental care plan, the District shall pay the full cost of the plan.
- 12.5.1 Unit member employees who were hired for four hours or more prior to September 19, 1977, and have been continuously employed, shall receive benefits in an amount equal to the seven-and eight-hour unit members.
- 12.5.2 Unit members who are not scheduled to work during the winter session will be required to make personal payment to the college for the voluntary deductions; i.e., life insurance, association dues, et cetera and any pro-rata

share of their health, dental and vision care plans. The college will continue to pay its pro-rata share during this interim period.

- 12.6 Employees who work less than 20 hours per week shall not be eligible for benefits enumerated in this article.
- 12.7 Bargaining unit members will be permitted to participate in IRS Code Section 125 plans beginning on or before October 1, 1993.
- 12.8 State Disability Insurance (SDI)
  - 12.8.1 The District agrees that all unit employees shall be enrolled in the Disability Insurance Program for public school employees administered by the Employment Development Department of the State of California and that all premium costs of this program shall be borne by the employees through individual payroll deductions. In the event that legislation is passed requiring an employer contribution to this fund, the parties shall request to re-negotiate this section within 30 (thirty) working days of the passage of such legislation. Unit employees' participation in the program will be terminated as permitted by law if no agreement is reached within 60 days of the commencement of the negotiations.
  - 12.8.2 The Association agrees that the Disability Insurance Program is administered by the Employment Development Department of the State of California and that all decisions and rules with respect to eligibility, premium costs, qualifications for benefits, level of benefits, and the administration of the program is the responsibility of the Employment Development Department. Accordingly, it is expressly understood that all such matters, as well as any other questions or issues relating to Disability Insurance or the Employment Development Department are excluded from the grievance and arbitration provisions of Article 10 (Grievance Procedure).
- 12.9 Bargaining unit members who retire or have retired from the District will be eligible to be covered under the Basic PERS medical plan for retirees. In order to be eligible for this benefit, the employee must have retired at or after age of fifty (50) years and have at least ten (10) years of paid service with the District immediately prior to retirement. The District shall provide retirees with the District's Basic Medical Plan (see section 12.2) converted to a 12-month basis.
- 12.10 The District shall provide supplemental health and welfare benefits for retired employees of the District in accordance with the following:
  - 12.10.1 Supplemental benefits shall be limited to health, dental and the vision insurance plan for the employee and dependents. Dependents shall be as

defined by the carrier. The benefit carriers for retired persons shall be the same as those provided to active employees.

12.10.2 Supplemental benefits shall not be provided unless the employee retires at age 55 or thereafter, and the employee has provided at least ten consecutive years of service to the District immediately preceding retirement.

12.10.3 As an early retirement benefit, employees who retire at or after the age of 55 years, and have at least ten (10) years of paid service with the District immediately prior to retirement may receive the supplementary benefit plan as stated above in section 12.3 until the retiree reaches his/her 65th birthday. For employees who retire prior to January 1, 2013, the District will continue to provide payment for PERSCare insurance plan for any retiree who had such coverage in effect in 2012. For employees with PERSCare coverage who retire on or after January 1, 2013, the District's contribution shall be limited to the premium for the highest non-PERSCare plan for like coverage.

12.10.4 The following additional benefit shall be provided to unit members who retire on or after December 1, 2012, and are eligible to purchase or receive Medicare: The District shall pay the full cost of the premium of the dental and vision insurance care plans selected for the retiree and his/her eligible dependents. The dental and vision insurance care offered to retirees shall be the same as those offered to active employees.

12.11 All permanent employees assigned to a work schedule of at least twenty (20) hours per week shall be provided a fifty thousand dollar (\$50,000.00) term life insurance policy. The District shall pay the cost of such a life insurance policy for all eligible employees while they are employed by the District. This benefit shall cease once an employee separates from employment with the District.

12.12.1 A District-wide committee shall be formed to review proposals from life insurance companies. SMCPOA shall have the right to appoint employees to this committee. The District reserves the right to make final selection of the life insurance company to provide this life insurance benefit.

12.12 Any unit member eligible to receive benefits enumerated in this article who can provide proof that he or she has health benefits through a non-District health insurance plan may elect to decline coverage by the District. Any full-time employee who declines coverage by the District shall be paid \$2,000 per year; any part-time employee who declines coverage by the District shall be paid a pro-rated amount calculated as set forth in Section 12.5. This money may be used for any purpose and will be taxable to the employee. This money will be paid one-half at the end of each semester in a lump sum payment. Once District health benefits are declined, no

change may be made during the benefit year. Any person who declines coverage must renew that declination each year during the open enrollment period and provide proof of continuing health coverage.

- 12.13 On or about January 1, 2013, the District shall establish a Health Reimbursement Arrangement Plan with the following terms: (a) one-time funding of \$1,000.00 for unit members who have a health care plan other than PERSCare on December 31, 2012; (b) one-time funding of \$2,000.00 for unit members who have PERSCare Single Coverage plan on December 31, 2012; (c) one-time funding of \$3,000.00 for unit members who have PERSCare 2-Party Coverage plan on December 31, 2012; and (d) one-time funding of \$4,000.00 for unit members who have PERSCare Family Coverage plan on December 31, 2012. Part-time employees shall receive pro-rated payment of the applicable benefit equal to the percentage of the part-time employees fulltime equivalency.

**ARTICLE 13**  
DISCIPLINARY ACTION

13.1 General Provisions:

13.1.1 A permanent bargaining unit employee shall be subject to disciplinary action only for cause as prescribed by law or as set forth below under Section 13.2, Causes for Disciplinary Action. For purposes of this article, disciplinary action shall mean an unpaid suspension not to exceed thirty (30) working days, demotion, or dismissal.

In the event that a Campus Police Officer receives a written reprimand, the Officer may file a written appeal by following the informal and formal steps of the grievance procedure, except that any such appeal shall culminate at Step 2 (See 10.2.5) of the grievance procedure.

13.1.2 All disciplinary actions shall comply with the Public Safety Officers Procedural Bill of Rights Act.

13.1.3 Probationary employees may be released at any time during the term of their probationary period without cause and shall not be entitled to any of the procedures in this article or to any appeal of any action by the Board of Trustees to release them.

13.1.4 Only a Vice President or higher shall place a bargaining unit member on paid administrative leave pending an investigation that may lead to discipline.

13.1.5 Employees retain the right to representation at any level of the discipline process.

13.2 Causes for Disciplinary Action:

13.2.1 Performance-Related Causes

a. Incompetence, below standard work performance, a pattern of inefficiency or continued negligence in the performance of the duties of her/his position.

b. Repeated or unexcused tardiness or absence after warning.

c. Persistent discourteous conduct toward other employees, students, or the public.

d. Repeated or unexcused absences, after warning.



- e. Persistent violation or refusal to obey District safety rules or other procedures made applicable to the District by the Board or any appropriate state or federal agency.
- f. Willful or persistent violation of these rules or adopted and implemented procedures of a department when such procedures are made known to the employee in writing.

#### 13.2.2 Misconduct-Related Causes

- a. Insubordination, including, but not limited to refusal to do reasonably assigned work or any other serious breach of discipline. (The refusal to follow an unlawful order or directive does not constitute insubordination.)
- b. Dishonesty when it undermines the trust and confidence required in an employment relationship.
- c. Offensive or abusive conduct toward other employees, students, or the public.
- d. Misuse, theft, destruction or mishandling of District property, or property of employees or students of the District.
- e. Offering anything of value, or offering any service in exchange for special treatment in connection with the employee's job or employment, or accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- f. Unauthorized possession of opened alcoholic beverage containers or drinking alcoholic beverages or being intoxicated while on the job.
- g. Unauthorized possession of unlawful drugs, or being under the influence of drugs not prescribed by a physician, while on the job.
- h. Engaging in political activities during assigned hours of employment.
- i. Immoral conduct.
- j. Conviction of a crime of violence or moral turpitude or a serious crime where the nature of the crime is such that it will indicate that the employee is a poor employment risk for the particular job which he/she holds in the District.
- k. Conviction of a sex offense as defined in the Education Code Section 87010. Note: an employee convicted of a sex offense as defined in the Education Code shall be dismissed.

- l. Conviction of a narcotics offense as defined in the Education Code Section 87011. Note: an employee convicted of a narcotics offense as defined in the Education Code shall be dismissed.
- m. Knowingly falsifying any information supplied to the District including but not limited to information supplied on application forms, employment records, and other records.
- n. Any willful failure of good conduct tending to injure the public service or its reputation with particular regards to students.
- o. Abandonment of position, which shall be interpreted to mean an absence without continued notification in excess of five (5) working days except in case of dire emergency.
- p. Advocacy of the overthrow of federal, state, or local government by force, violence, or other unlawful means.
- q. Failure to report for review of criminal records or for a health examination after due notice.
- r. Sexual harassment of any student, employee, member of the Board of Trustees, or any member of the public while on any of the District campuses or facilities as prohibited in Board Policy 4112.2.

### 13.3 Notice of Disciplinary Action

An employee recommended for disciplinary action shall be served with a notice of recommended disciplinary action which shall, in ordinary and concise language, set forth the following information:

- a. A statement of the nature of the disciplinary action being recommended (e.g., suspension without pay, demotion, dismissal).
- b. The specific causes and charges for disciplinary action.
- c. A statement of the specific acts or omissions on which the causes are based. If a violation of a rule, policy, or regulation of the District is alleged, the rule, policy or regulation shall also be stated.
- d. Information about the employee's right to present information relative to the causes and charges for disciplinary action at a Pre-Disciplinary Conference (commonly called a "Skelly review meeting"), which shall take place not less than five (5) working days after receipt of the notice.
- e. The date, time, and place of the Skelly review meeting.
- f. The employee's right to contact SMCPOA concerning representation and to be accompanied by a representative of the employee's choice.

## 13.4 Disciplinary Procedure

- 13.4.1 At the Skelly review meeting the employee shall be provided an opportunity to respond to the notice to the Superintendent/President or designee. An employee shall have the right to representation at any such meeting. At the conclusion of the Skelly review meeting, the Skelly Review Officer shall forward his or her recommendation to the Superintendent/President.
- 13.4.2 After the employee has had an opportunity to respond to the notice of recommended disciplinary action or has not requested such an opportunity to respond, the Superintendent/President shall determine whether to proceed with the recommendation for disciplinary action. In the event that the Superintendent/President determines to recommend disciplinary action, such recommendation shall be submitted to the Board of Trustees.
- 13.4.3 The Board of Trustees may either accept, modify or reject the recommendation for disciplinary action. In the event that the Board of Trustees takes action to impose discipline, such disciplinary action shall be implemented on the day following the Board of Trustees' action.
- 13.4.4 No disciplinary action shall be implemented prior to action by the Board of Trustees. However, the District may initiate an immediate suspension without pay pending final disciplinary action by the Board of Trustees when reasonable cause exists to believe the suspension is to protect the best interest of the District. In the event the District immediately suspends an employee without pay, the District shall provide the employee with a notice of disciplinary action within one (1) day after the unpaid suspension. An employee shall have the right to respond to the immediate unpaid suspension and to the notice of disciplinary action as set forth in Section 13.4 above.

## 13.5 Progressive Steps in the Discipline Process

### 13.5.1 Discipline for Performance-Related Causes

In connection with discipline for the Performance-Related Causes set forth in Section 13.2.1 above, progressive steps shall be used to assist the employee and give the employee an opportunity to improve and correct any conduct or performance that negatively affects his or her job performance. Progressive steps may be repeated as deemed appropriate by the District.

Prior to disciplining an employee for the Performance-Related Causes set forth in Section 13.2.1 above, the District shall, at a minimum, have provided the employee with a Conference Memorandum and a Written Reprimand.

A supervisor shall meet with an employee to discuss any concerns about the employee's conduct or performance. The meeting shall be documented with a Conference Memorandum. The Conference Memorandum should be prepared after the meeting and summarize the discussion which took place at the meeting. A copy of the Conference Memorandum shall be given to the employee within 10 working days of the conference and the original retained by the supervisor. The employee may submit a written response to the Conference Memorandum within 10 work days of receipt. On request, the supervisor shall acknowledge receipt of the response. The Conference Memorandum shall not be placed in the employee's personnel file except as provided below.

A Written Reprimand will not be given to an employee unless he or she has been given a Conference Memorandum relating to the subject matter of the Written Reprimand within the previous 12 months and given a chance to improve his conduct or work behavior. A copy of the Conference Memorandum, and any reply, shall be attached to the Written Reprimand.

Following the issuance of a Written Reprimand, the supervisor shall meet with the employee and with input from the employee develop a written Performance Improvement Plan which will set specific recommendations for improved performance and specific time periods for that improvement. The supervisor shall review with the employee any assistance the supervisor might be able to provide the employee. The Performance Improvement Plan shall include any assistance the supervisor will provide the employee. Upon completion, the Performance Improvement Plan shall be forwarded to the Office of Human Resources and attached to the Written Reprimand.

#### 13.5.2 Discipline for Misconduct-Related Causes

The procedures set forth in Section 13.5.1 do not need to be followed for discipline related to the Misconduct-Related Causes set forth in Section 13.2.2 above. In connection with the Misconduct-Related Causes, the District may take action appropriate to the misconduct, which may range from an oral warning to dismissal depending on the severity of the misconduct. The District may use the steps set forth in Section 13.5.1 for such misconduct as it deems appropriate.

- 13.6 In imposing discipline under this Article ~~13.2~~, the District shall not rely upon any written reprimand, any document memorializing an oral reprimand or warning or any formal complaint against the unit member which is not contained in the unit member's personnel file.

**ARTICLE 14**  
PERSONNEL FILES

- 14.1 A unit member shall have the right to examine all materials contained in his/her personnel file.
- 14.2 Information of a derogatory nature shall not be entered into a unit member's personnel file unless and until the unit member is given notice and an opportunity to review and comment on that information. The unit member shall have the right to enter, and have attached to any derogatory statement, his or her own comments.
- 14.3 The review shall take place during normal business hours, at a time convenient to the District. A unit member wishing to review his or her file shall first request an appointment with the Human Resources Department for this purpose. The unit member shall also request release time from his or her supervisor. Provided the unit member shall have complied with the provisions of this Article ~~13-6~~, the unit member shall be released from duty to inspect his or her personnel file without salary reduction. The unit member may choose to be accompanied by a representative of his or her choice.
- 14.4 Nothing in this section shall entitle a unit member to review ratings, reports or records that (A) were obtained prior to the employment of the unit member, (B) were prepared by identifiable examination committee members, or (C) were obtained in connection with a promotional examination.
- 14.5 A log shall be maintained of all individuals other than those employed in the Human Resources or Personnel Commission offices who have viewed or accessed an employee's personnel file. The log shall contain the date the file was accessed, the name of the person accessing the file, and the purpose of the access.
- 14.6 Information that the District has determined to be false or inaccurate shall be removed from the employee's personnel file.
- 14.7 This Article is intended to be declaratory of the existing provisions under Education Code Section 87031 as it now exists, or as it may be amended by the Legislature.

**ARTICLE 15**  
LAYOFF AND REEMPLOYMENT

15.1 Layoff

15.1.1 Bargaining unit employees shall be subject to layoff for lack of work and/or lack of funds. Whenever a bargaining unit employee is laid off, the order of layoff within the classification shall be determined by seniority. Seniority shall be defined as the length of service which a permanent classified employee has served in a classification plus higher classes. Length of service for purposes of this article shall begin on the employee's first day of paid status in a classification. The following shall be subtracted from length of service:

- (a) Any break in service. The time period that a less than 12 month employee is not scheduled to work does not constitute a break in service.
- (b) Any leave set forth in Section 7.9.
- (c) Any unpaid personal leave of absence under Section 7.10, except that any unpaid period that is less than a work day shall not be subtracted.
- (d) Any leave set forth in Section 7.11.
- (e) Any unpaid suspension.

Any seniority list approved by the Personnel Commission prior to the approval of this Agreement shall not be recalculated based on the above provisions. The changes made in this Agreement shall apply to all updates approved by the Personnel Commission after the date of this Agreement.

15.1.2 The unit employee with the shortest length of service in the classification plus higher classes shall be laid off first.

15.1.3 Whenever it becomes necessary to implement a layoff, employees shall be laid off in reverse order of seniority within the affected classification.

15.1.4 A bargaining unit employee laid off from her/his present classification may, in order to avoid layoff, bump into an equal or the next lowest classification in which the employee has actually served based on the employee's seniority. In order to bump another employee in an equal or lower classification, the employee must have greater seniority than the person to be bumped. The employee with the least seniority in the classification in which an employee is bumping into shall be bumped first.

15.1.5 Transfer in lieu of lay off shall be done in accordance with Merit Rule 9.5.4.

## 15.2 Reemployment

15.2.1 Employees laid off are eligible for reemployment for a period of thirty-nine (39) months, during which, if a vacancy exists in the classification from which the employee was laid off or for a position in which the employee meets the minimum qualifications, the employee shall be re-employed in preference to new applicants. Employees who accept a voluntary demotion in lieu of layoff (i.e. bump into a lower classification) shall be entitled to an additional twenty four (24) months on the reemployment list. Employment from the reemployment list shall be made in the order of seniority, with the most senior person offered reemployment first. Those employees who have completed a probationary period shall be re-employed without having to serve an additional probationary period. Employees who have been laid off may apply for promotional examinations. Laid off employees shall not accumulate seniority while on a reemployment list except in cases where the employee is returned to her/his former classification within thirty (30) days from the date of layoff.

## 15.3 Notice

15.3.1 Bargaining unit employees shall be given not less than sixty (60) days written notice of layoff, which notice shall not be given until layoffs have been approved by the Board of Trustees. The District reserves the right to decide to layoff employees. For purposes of this Article, the term "layoff" shall not include a reduction in hours. The District will meet and negotiate with SMCPOA the decision to involuntarily reduce hours and/or work year.

15.3.2 The District shall notify the Association at least sixty (60) days prior to the effective date of any layoff. The notice to the Association shall include a list of positions proposed to be laid off, the departments/offices affected, and a seniority list for each of the classifications proposed to be laid off. Should the Association desire to negotiate the effects of a noticed layoff, it shall notify the District in writing no later than ten (10) working days after receipt of the District's notification. If agreement regarding the effects of the layoff has not been reached prior to the end of the sixty (60) days notice of layoff to the affected employees, the District may proceed with the layoff and negotiations concerning the effects of the layoff shall continue.

15.4 Bargaining Unit Work After Layoff

- 15.4.1 All work that was performed by any bargaining unit member who was laid off after the approval of this Agreement shall continue to be considered as bargaining unit work.



**ARTICLE 16**  
**ASSOCIATION RIGHTS**

- 16.1 The Association and its members shall have the right to make reasonable and lawful use of available college buildings at reasonable times for meeting purposes pursuant to requirements of the Civic Center Act and applicable Board policies provided that such use, when applied for, shall be granted if no conflict exists and provided that such use which necessitates custodial overtime shall be compensated by the Association at the District's actual cost. The Association agrees to leave college buildings in the condition found, free of damage or loss other than damage resulting from normal wear and tear.
- 16.2 The Association shall have the right to post notices of official Association activities on designated employee/employer bulletin boards, at least one of which is provided in each work site in areas frequented by employees.
- 16.3 Authorized representatives of the Association shall be permitted to transact lawful official Association business on college property at reasonable times, as limited below, provided that upon arriving at a college or work site any such representative shall first report to the site or work administrator to announce his/her presence and the intended length of visit. No representative or employee shall interrupt or interfere in any way with the instructional program, normal college operations, or normal work schedules or operations. Contacts with employees shall be limited to non-work hours and non-assigned times such as breaks, duty-free lunch periods, and before or after working hours.
- 16.6 The local chapter President shall be authorized up to thirty (30) minutes of released time per week to conduct Association business, other than formal contract negotiations. The President shall notify his or her supervisor as soon as the President becomes aware of the need for released time. In addition, the District shall allow paid release for one (1) Association members to attend both the annual PORAC convention (4 days, usually in November) and POA Association leadership training (2 days, usually in April).
- 16.7 In the event of a contract grievance, the grievant and/or his/her representative shall be provided released time without loss of compensation for the purpose of attending grievance conferences or hearings. Released time shall not be provided under Article 16.8 for a grievance investigation and/or preparation, however, the Association may use released time available under Article 16.10 for this purpose. The parties agree that this shall constitute a "reasonable period of release time and a reasonable number of representatives" within the meaning of Government Code, Section 3543.1 (c).
- 16.8 The Association shall have the right to designate no more than two members, who shall be given reasonable released time for the purpose of negotiating any successor to this Agreement or any Articles re-opened by mutual agreement.

- 16.9 The District will make available to the Association office space on the main campus for the Association to lease from the District at a reasonable rate, not to exceed one dollar (\$1.00) per year, to be determined between the District and the Association.
- 16.10 The District shall provide SMCPOA with 5 hours per month to be used by Association Representatives for the purpose of conducting association business. This amount of release time is in addition to release time provided for members of the Association's negotiation team and grievance meetings. At least 4 hours prior to utilizing any release time, SMCPOA will notify the appropriate immediate supervisor of the name of the employee to be released and the anticipated duration of the release time. Released time shall be granted except in the event of an immediate work-related need.
- 16.11 The District shall provide reasonable computer access to all unit members to conduct District business including the use of District e-mail subject to the District established computer use policy. The District will post the contract on the District's web site and shall issue a printed copy to each bargaining unit employee. The cover page to the contract shall include the SMCPOA logo.
- 16.12 All released and other time authorized by this Article shall be documented on a form mutually agreed-upon between SMCPOA and the District.

**ARTICLE 17**  
USE OF NON-SWORN PERSONNEL

17.1 The District shall not transfer work performed by sworn officers of the Police Department to non-sworn employees of the District. No such non-sworn employee shall:

- A. Routinely and knowingly interview or interrogate suspects.
- B. Act as a primary investigating officer for the purpose of prosecution or file cases with prosecutors, except in regard to infractions
- C. Take any enforcement action other than to report a situation to a police officer or the dispatcher, except to issue parking citations, impound a vehicle, control traffic or perform duties consistent with an employee's classification specification.
- D. Nothing in this agreement restricts the continued use or deployment of police dispatcher, parking enforcement officers, or police cadets.
- E. The restrictions noted above may be modified in cases of emergency where common sense dictates exceptional assignments.

Article 18  
Retained Rights

- 18.1 All matters not specifically enumerated as within the scope of negotiations in Government Code, Section 3543.2 and specifically limited by provisions of this agreement, or limited by statutory provision, are reserved to the District. It is agreed that such reserved right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently, any of the following:
- 18.1.1 The legal, operational, geographical, or organizational structure of the District, including the chain of command, division and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
  - 18.1.2 The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes, and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices, all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund provisions of this agreement;
  - 18.1.3 The acquisition, disposition, number, location, types, and utilization of all District properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas, and other improvements; and the personnel, work, service and activity functions assigned to such properties;
  - 18.1.4 All services to be rendered to the public and to District personnel in support of the services rendered to the public, and the nature, methods, quality, quantity, frequency and standards of services, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment, and tools to be used in connection with such services, the lawful subcontracting of services to be rendered and functions to be performed including educational, support, construction, maintenance, and repair service;
  - 18.1.5 The utilization, for limited periods of time, of personnel not covered by this agreement, including, but not limited to, the personnel occupying positions listed as “excluded” in Article 2 of this agreement, to do work which is normally done by employees covered hereby, and the methods of selection and assignments of such personnel;

- 18.1.6 The selection, classification, direction, and promotion of all personnel in the District; the demotion, discipline, and termination of all personnel of the District; the assignment of employees to any location, and also to any facilities, classrooms, functions, activities, academic subject matters, departments, tasks or equipment (subject only to the provisions of Article 6, "Transfers"); and the determination as to whether, when, and where there is a job opening subject only to the provisions of Article 6;
  - 18.1.7 The job classification and the content qualifications thereof; the rates of pay for any new classifications implemented during the terms of this agreement;
  - 18.1.8 The duties and standards of performance for all employees, and whether any employee adequately performs such duties and meets such standards subject only to the provisions of Article 4, "Evaluation Procedures";
  - 18.1.9 The dates, times, and hours of operation of District facilities, functions, and activities; work schedules; the college's instructional calendar; the assignment of paid work days beyond the regular assigned work year; the assignment of overtime subject only to the provisions of Article 11, "Wages"; and Article 3, "Hours of Employment";
  - 18.1.10 Safety and security measures for students, employees, the public, properties, facilities, vehicles, materials, supplies and equipment, including the various rules and duties for all personnel with respect to such matters, subject only to the provisions of Article 5, "Safety Conditions of Employment";
  - 18.1.11 The retirement of employees for disability, as limited by provisions of law;
  - 18.1.12 The lawful termination or layoff of employees as the result of the exercises of any of the rights enumerated above, or as a result of the exercise of any of the rights of the District not limited by the clear and explicit language of this agreement.
- 18.2 All other rights of management not expressly limited by the clear and explicit language of this agreement are also expressly reserved to the District even though not enumerated above; and the express provisions of this agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District herein in a particular manner, or the non-exercise of any such right, shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.
- 18.3 Any dispute arising out of, or in any way connected with, either the existence of, or the exercise of, any of the rights of the District not expressly limited by the clear and

explicit language of this agreement, or arising out of, or in any way connected with, the effects of the exercise of any of such rights, is not subject to the grievance provisions set forth in Article 10.

**ARTICLE 19**  
ORGANIZATIONAL SECURITY

- 19.1 All employees are required to pay membership/representational fees as a condition of continued employment. Unit members who have not voluntarily made application for membership or payment for representational fees shall have said fees deducted via payroll deductions by the district.
- 19.2 The District will provide communication to new employees regarding membership/representational fees through a joint letter which shall be approved by both parties.
- 19.3 Any bargaining unit employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall submit within ten (10) days of the date of his/her employment, proof to SMCPOA that he/she is a member of such a religious body and shall execute a written authorization for the payroll deduction in an amount equal to the service fee payable to the following non religious, non labor charitable organizations exempt from taxation under section 501 (c) (3) of Title 26 of the Internal Revenue Code:
- a. Santa Monica College Foundation
  - b. Any other verified 501 (c) (3) charity on file with the District
- Or in the alternative such employee shall provide proof to the District and the Association that such payments have been made on an annual basis. Such proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment has been made and shall be presented on or before November 1 of each year.
- 19.4 Once an employee voluntarily becomes a member of the Association, the employee must maintain their membership for the duration of the agreement.
- 19.5 With respect to all sums deducted by the District, whether for membership dues or equivalent service fees, the District agrees to remit such moneys to SMCPOA in a business-like manner.
- 19.6 Any employee who is rehired by the District within 39 months of separation shall have the same status as the employee held with regard to SMCPOA membership or service fee obligation at the time of separation. Nothing contained herein shall prohibit an employee from paying service fees directly to SMCPOA.
- 19.7 SMCPOA shall indemnify and hold the District harmless from any and all costs, claims, demands, and suits or other actions arising from the operation of this article.

**ARTICLE 20**  
NEGOTIATING PROCEDURES

20.1 With respect to meeting and negotiating a successor agreement to this agreement, the Association and District shall commence negotiations at mutually acceptable times and places after satisfying the public notice requirements.

The Association shall have the right to designate no more than two bargaining unit members, who shall be given reasonable release time for the purpose of designated and mutually called meeting and negotiating sessions with the District as specified in the paragraph above.



**ARTICLE 21**  
SEVERABILITY AND SAVINGS

- 21.1 If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 21.2 In the event any such provision is invalidated as described above, the parties shall, upon request, meet not later than fifteen (15) working days after such request to discuss the impact of such a holding and to negotiate possible alternative provisions.

**ARTICLE 22**  
ENTIRE AGREEMENT

- 22.1 The Association agrees that this agreement is intended to cover all matters relating to wages, hours, and all other terms and conditions of employment and supersedes all previous agreements or supplements thereto covering said matters. The parties agree that during the term of the agreement, neither the District nor the Association will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this agreement, or even though such subjects or matters were proposed and later withdrawn.


The foregoing represents the tentative agreement between the District and SMCPOA. Final implementation is subject to ratification by the SMCPOA's membership and by the Santa Monica College Board of Trustees. The District and SMCPOA agree to support the ratification of this tentative agreement.

Dated: October 23, 2014




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Michael McGill, Chief Negotiator  
For SMCPOA



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Robert M. Myers, Chief Negotiator  
For the District



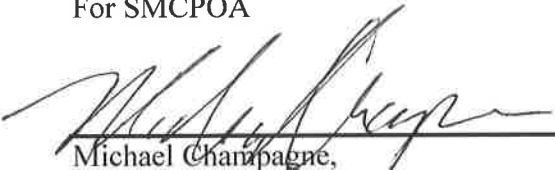
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Ruben Cadena President  
For SMCPOA




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Marcia Wade  
For the District



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Michael Champagne,  
For SMCPOA



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Michael Tuitasi  
For the District



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Raymond Bottenfield  
For the District