



**SAN BERNARDINO CITY UNIFIED  
SCHOOL DISTRICT**

**and**

**SAN BERNARDINO SCHOOL  
POLICE OFFICERS ASSOCIATION**

**AGREEMENT**

**July 1, 2018- June 30, 2021**

**(Updated August 2019)**

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**SAN BERNARDINO UNIFIED SCHOOL DISTRICT  
And  
San Bernardino School Police Officer Assosiation**

**Tentatively agreed upon this 8th day of August, 2019  
In San Bernardino California**

For the District:

Date

For SBSPOA:

Date



Dr. Perry Wiseman  
Assistant Superintendent



Daniel Arias  
President



Dr. Sandra Rodriguez  
Employee Relations Director



Steve Owens  
Vice President



Dr. Marcus Funchess  
Human Resources Director



Ovie Telley  
Secretary



Joseph Paulino  
School Police Chief



Tiffany Moran  
Labor Relations Representative



Janet King  
Fiscal Services Director



Mike Medina  
Affirmative Action Officer



Tammy Land  
School Police Sergeant

## **ARTICLE I – RECOGNITION**

### **Section 1--Association's Representation Unit.**

The District hereby acknowledges POA as the exclusive bargaining representative for all classified employees included in the employee unit described below; School Police Officer, Bilingual School Police Officer, School Police Detective/Corporal and Police Officer Trainee.

### **Section 2--Exclusions.**

Specifically excluded are all management, confidential, other classified employees, reserve officers, day-to-day substitutes, and certificated employees. POA agrees that the unit is appropriate and that it will not seek a clarification or amendment of the unit, either as to the specific exclusions or the enumerated inclusions.

### **Section 3--New Classifications.**

The District shall initially designate all new classified job classifications as to inclusion or exclusion from the unit set forth in Section 1 of this Article. Such designation shall be made at the time any new classification is submitted to the Board of Education for approval. If POA does not agree with such designation, it must inform the District's representative within ten (10) business days of the Board meeting and request to meet in an attempt to resolve the issue. If unable to reach agreement as to their inclusion or exclusion from the bargaining unit, the issue shall be submitted to the Public Employment Relations Board. The District and POA may jointly agree upon any other means to resolve disputes under this Section.

## **ARTICLE II - NON-DISCRIMINATION**

### **Section 1--Non-Discrimination.**

Neither the District nor POA shall unlawfully discriminate against any employee on the basis of race, color, religion, sex, national origin, age, marital status, or disability (as provided by state and federal law or District Policy).

### **Section 2--Disabled Employees.**

- A The District and POA acknowledge that both parties have a legal obligation to consider reasonable accommodation for qualified disabled employees.
- B If the District determines that it must reasonably accommodate a disabled employee, the legal obligation shall supersede all Sections of the Agreement in conflict with the duty to reasonably accommodate.
- C POA recognizes that the District has the legal obligation to meet individually with qualified disabled employees to discuss reasonable accommodation.

### **Section 3--Remedy.**

Violations of Section 1 of this Article shall be subject to review as set forth in the above-noted District Policy and Procedure. Violations of this Article, District Policy 4030, or District Procedure 4030.1 shall not be subject to the grievance procedure set forth in this Agreement.



## **ARTICLE III - DISTRICT RIGHTS**

### **Section 1--District Powers, Rights, and Authority.**

It is understood and agreed that, except as limited by the terms of this Agreement, the District retains all of its powers and authority to direct, manage, and control to the extent allowed by the law. Included in, but not limited to, those duties and powers are the rights to: Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine District curriculum; design, build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work, except where specifically prohibited by the Education Code; and take any action on any matter in the event of an emergency, as provided in Section 3 herein. In addition, the District retains the right to hire, classify, assign, evaluate, promote, demote, terminate, and discipline employees. This recital in no way limits other District powers as granted by law.

### **Section 2--Limitation.**

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

**Section 3--Emergencies.**

The District has the right to amend, modify, or rescind policies, practices, and provisions of this Agreement in case of and for the duration of an emergency. An emergency shall be defined as an act of God, interference by a third party beyond the control of the District or bargaining unit member, or work stoppage or job action. In the event of suspension of any such article or portions of articles, the District agrees to meet and negotiate with regard to such articles or portions of articles or successor clauses immediately upon demand by POA. Emergencies shall not be declared capriciously or arbitrarily. An emergency may only be declared by the Superintendent or his/her designee.

## **ARTICLE IV - ASSOCIATION RIGHTS**

### **Section 1--Right of Access.**

Authorized POA representatives shall have the right of access to areas in which bargaining unit members work at reasonable times for the purpose of contacting bargaining unit members and transacting POA business, provided such business or activity does not interfere with the school programs and/or duties of bargaining unit members and other District employees. Upon arriving at a work site, any such representative shall first report to the office of the appropriate management person to announce his/her presence, and state the purpose for his/her visit and the bargaining unit members he/she intends to contact.

### **Section 2--Communication.**

Authorized POA representatives shall have the right to reasonable use of POA mailboxes located at the Police Station, including the use of the District Pony system, and official POA bulletin boards without charge, provided that all postings for bulletin boards or items for school mailboxes contain the name of the person and organization responsible for its promulgation. In the event the POA does not identify a specific individual for receipt of such material, the material shall be placed in an area frequented by POA members.

### **Section 3--Facilities.**

Authorized POA representatives shall have the right to use District facilities at reasonable times, providing such use does not interfere with the school programs and/or duties of bargaining unit members and other District employees. Requests for the use of facilities shall be submitted on the regular District form provided for such use and

subject to the provisions of the Civic Center Act.

**Section 4--Bargaining Unit Information.**

The District shall, within a reasonable time after receiving a written request, furnish the POA with one (1) copy of all financial reports required by county and state, and other completed non-confidential information. The District shall provide the POA, on or before November 1 of each year, a list of employees within the unit and designated work sites. The District will include a unit member's home address, unless the unit member has requested in writing that his or her home address not be released to the POA. The District shall present to each new unit member, upon initial employment, a POA-supplied employee information form. Upon receipt of the completed form, the District shall forward the form to the POA.

**Section 5--Distribution of Agreement.**

The District shall maintain this Agreement on the District's web site, in order to provide access to all employees.

**Section 6--Release time for Collective Bargaining**

A maximum of two (2) unit members shall participate in the Collective Bargaining process.

**Section 7--Association Leave.**

A. A maximum of twenty (20) days per school year shall be granted during the term of this agreement to POA Representatives for POA business, provided that such paid release time is not used in furtherance of or in connection with a work stoppage or other refusal to work. POA Board Members shall be exempt from a limit on

reimbursable release time in accordance with Education Code Section 45210.

- B. Individual unit members may not use more than five (5) POA Leave days per school year.
- C. Release time for statutory representational time, such as negotiations, mediation, disciplinary meetings and attendance at grievance hearings shall not be charged against time as described in A and Babove.
- D. The District shall allow two (2) duly-elected POA member delegates paid time off to take a maximum of five (5) days, if necessary, to attend POA Leadership Training sponsored by Peace Officer Research Association of California (PORAC) Legal Defense Fund (LDF) Panel Attorneys. The days for this training shall not count against the maximum number of days as described in A above. Out of state training/travel must receive specific approval from the Chief Human Resources Officer or his/her designee.
- E. Requests for POA Leave must be presented to the Human Resources Division by 10 a.m. three (3) business days in advance of leave. Business day is defined as a day during which the District office is open to the public forbusiness.
- F. Release time mandated in writing by the Superintendent/designee for the purpose of attending District meetings shall not be deducted from the above referenced days.
- G. The POA shall reimburse the District for compensation paid to POA representatives and elected officers taking leave under Section A and D as provided for by Education Code Section 45210.

## **ARTICLE V - ASSOCIATION SECURITY**

### **Section 1--Payroll Deduction of Dues and Maintenance of Membership.**

Any unit member who is a member of the POA, or who has applied for membership, may sign and deliver to the district on the Payroll Deduction form supplied by the District an assignment authorizing deduction of membership dues and initiation fees in the POA. Such authorization shall continue in effect unless revoked in writing during the month of February. Pursuant to such authorization, the District shall deduct appropriate dues as set forth in the POA's approved dues schedule. With respect to all sums deducted by the District pursuant to authorization of the employee, whether for membership dues or equivalent fee, the District agrees to remit such monies to the POA within fifteen (15) days of issuing paycheck containing deductions to the employees, accompanied by an alphabetical list of employees for whom such deductions have been made, categorizing them as to membership or non- membership in the POA, and indicating any changes from the list previously furnished. The POA agrees to furnish, upon request, any information needed by the District to fulfill the provisions of this Article.

### **Section 2--Payroll Deduction.**

Unit members shall become POA members, or have a service fee deduction initiated by the District within the month following their first twenty (20) days of employment, unless the unit member notifies the POA and the District in writing, within the first twenty (20) days after employment, that he/she has an objection to joining or paying service fees to the POA. The amount of the service fee shall be established by the POA.

### **Section 3--Alternate Payment.**

In the event a unit member fails to give notice as set forth in Section 2 above and cannot, for reasons of religious objection as provided for in Government Code Section 3546.3, pay

the service fee to the POA, he/she shall not be required to join, maintain membership in, or financially support the POA as a condition of employment, except that such unit member shall be required, in lieu of the service fee, to pay a sum equal to such service fee to a non-religious, non-labor organization charitable fund that is exempt from taxation under Section 501(c)(3), or Title 26 of the Internal Revenue Code and shall be to either the Arrowhead United Way, Child Welfare Fund, or the San Bernardino City Unified School District Employee's Scholarship Fund. Such payment shall be made as set forth in Section 2 above.

**Section 4--Remitting Dues and Service Fees.**

With respect to all sums deducted by the District pursuant to Sections 1 and 2 above, whether for membership dues or service fees, the District agrees to promptly remit such monies to the POA accompanied by an alphabetical list of unit members for whom such deductions have been made.

**Section 5--Indemnification.**

The POA shall indemnify, defend, and hold harmless the District, the District's Board of Education, each individual School Board member, and employees, agents, and representatives of the District against any and all claims, demands, suits, or other forms of liability, including but not limited to, wages, damages, judgments, fees, fines, court costs, attorney fees, and any back pay, penalties, or awards resulting from any court, arbitrator or PERB order, judgment or settlement which may arise by reason of, or resulting from the operation of, Article V of this Agreement. POA shall bear all costs of defending against any and all such claims, demands, suits, or other forms of liability, including, but not limited to, court costs, attorney fees, and all other costs of litigation.

The POA agrees to pay to the District all legal fees and legal costs incurred in defending against any court action and/or administrative action before the PERB challenging the legality or constitutionality of this Article V or its implementation.



## ARTICLE VI - WAGES

### **Section 1--Regular Rate of Pay.**

The regular rate of pay for each position in the bargaining units shall be as set forth for each class in the salary schedule attached as Appendix "A" and, by this reference, incorporated as a part of this Agreement. Regular rate of pay shall also include longevity increments as set forth in Section 2.

### **Section 2--Longevity Increments.**

The District shall pay longevity increments effective as of the unit member's regular increment date as follows:

- A. Unit members who have completed ten (10) years of service shall receive a one-half ( $\frac{1}{2}$ ) range (approximately 2%) increase over base salary, effective upon the unit member's eleventh (11<sup>th</sup>) anniversary.
- B. Unit members who have completed fifteen (15) years of service shall receive a one-half ( $\frac{1}{2}$ ) range (approximately 2%) increase over base salary, effective upon the unit member's sixteenth (16<sup>th</sup>) anniversary.
- C. Unit members who have completed twenty (20) years of service shall receive a one-half ( $\frac{1}{2}$ ) range (approximately 2%) increase over base salary, effective upon the unit member's twenty-first (21<sup>st</sup>) anniversary.
- D. Unit members who have completed twenty-five (25) years of service shall receive a one-half ( $\frac{1}{2}$ ) range (approximately 2%) increase over base salary, effective upon the unit member's twenty-sixth (26<sup>th</sup>) anniversary.

### **Section 3--Application of Salary Schedule.**

Initial placement and movement on the salary schedule shall be as provided below:

- A. Initial appointment for unit members shall be at the first (1<sup>st</sup>) step of the salary range for the class. In unusual circumstances, initial appointment may be at a higher step with the approval of the Superintendent or his designee. Such unusual circumstances shall be based upon difficulty of recruitment or the need to appoint an individual with education, training, or experience, which exceeds the minimum requirements for the job.
- B. Step advancement from the first step to the second step of the salary range shall be made upon the completion of the probationary period.
- C. All other advancements on the salary range shall be made on an annual basis on either a January 1 or July 1 increment date. Unit members who receive their first step increase, as provided for in subsection "B" of this Section, on April, May, June, July, August, or September shall have a July 1<sup>st</sup> increment date. Unit members who receive their first step increase, as provided for in subsection "B" of this Section, on October, November, December, January, February, or March shall have a January 1<sup>st</sup> increment date.
- D. Unit members who have been promoted to a higher class shall be advanced to the next succeeding step on the salary schedule upon completion of the one (1) year probationary period, (the probationary period is twelve (12) calendar months). Succeeding step advancements shall be as set forth in "C" above. Unit members who have been promoted shall be placed on a step in the appropriate salary range for the class, which shall assure a minimum of a one (1) range increase

(approximately 4%).

- E. Time on any leaves without pay shall not be counted for purposes of step advancement.
- F. For the purpose of this Section, all salary step changes within range made on or before the fifteenth (15<sup>th</sup>) day of the month shall be considered as effective on the first (1<sup>st</sup>) day of that month. Salary step changes within range made on or after the sixteenth (16<sup>th</sup>) day of the month shall be considered as effective on the first (1<sup>st</sup>) day of the following month.
- G. Unit members reclassified to a class with a lower maximum salary shall remain at their current salary ("Y" rate). The current salary shall be retained until a salary step on the new range for the new class equals or exceeds the current salary.
- H. When the salary relationship for a class is adjusted to a lower range, the affected unit members shall remain at their current salary ("Y" rate). The current salary shall be retained until a salary step for the class equals or exceeds the current salary.
- I. Unit members reclassified to a class with a higher maximum salary shall be placed on the same step in the salary range for the new class.

**Section 4--Denial of Step Increases.**

The District reserves the right to withhold for just cause step, and the longevity increases as set forth in Sections 2 and 3(C) of this Article. The Chief of Police may recommend denial of step, or longevity increases at any time. Any recommended denial of step or

longevity increases shall be supported by a written statement to the unit member of the specific reasons. If the recommended denial is approved by the Superintendent's designee, it shall be reviewed six (6) months after the denial. If the cause for the denial has been corrected and the step or longevity increase has been withheld, it shall be instituted the first (1<sup>st</sup>) pay period following the completion of the six (6) month period. A grievance arising out of the application for this Section may be filed at level II.

**Section 5--Bilingual Differential.**

A full-time unit member who is responsible for conversing with people in a language other than English and performs this duty on a regular basis, and whose use of this language is of significant benefit to the operations of the District, shall receive a differential, the differential shall be one hundred \$100.00 per month. The differential is subject to the following conditions:

- A. This differential shall not be used in situations when only occasional use of Bilingual skills is required.
- B. To be eligible for Bilingual differential, a unit member must pass a language test and be designated for such assignment by the District. The District has the right to require periodic testing for unit members to retain their designation as Bilingual.
- C. Bilingual differential shall not be paid to unit members whose job qualifications require Bilingual skills as a condition of employment.
- D. The Bilingual designation for any unit member may be terminated at any time by the District, at which time the differential shall no longer be paid. Unit members affected by such a termination will be provided a written notification of such termination including the reason for such action.

- E. The Bilingual wage differential shall be prorated for regular part-time unit members.
- F. Unit members may petition to have their position reviewed by the District for payment of a bilingual differential. The petition must be supported by documentation over a period of not less than six (6) months showing the use of bilingual skills on a regular basis to benefit the District's operations.
- G. The District retains the sole right to determine the number and placement of positions to be paid the Bilingual differential.

**Section 6--Night Differential.**

POA members who have a regularly scheduled shift start time of 6 p.m. or later shall receive a shift differential of three percent (3%) for their entire shift in addition to their regular salary.

**Section 7--Field Training Officer Stipend.**

- A. A unit member certified as a Field Training Officer, who is assigned a trainee, will receive a stipend of \$ 3.00 per hour.

**Section 8--POST Certification and Education Differentials.**

A unit member's differential compensation shall be:

- ☐ POST Intermediate Certification: 6% to base pay
- ☐ POST Advanced Certification: 8% to base pay
- ☐ Associates degree: 5% to base pay
- ☐ Bachelor's degree: 7% to base pay
- ☐ Master's degree: 9% increase to base pay

Qualifying unit members shall receive both the POST Certification and Educational

differentials. There shall be no stacking of POST Certification Differential pay, and no stacking of Educational Differential pay.

**Section 9--SBCUSD School Police Certification Differential.**

Unit members who obtain and maintain a SBCUSD School Police certification shall receive a monthly differential of \$50.00.

**Section 10--Instructor Differential**

Unit members who obtain and maintain certification as an instructor in a District approved course shall receive \$100.00 per month. Unit members who obtain and maintain two (2) or more certifications as an instructor in a District approved course shall receive \$150.00 per month.

**Section 11--Physical Fitness Incentive**

Unit members who biannually pass the District approved Physical Fitness program shall receive an annual incentive of \$1000.00. Upon the passing of each test, the unit member shall receive \$500.00. Unit members may receive this incentive once from the January 1-June 30 period. The second incentive may be received once from the July 1 to December 31<sup>st</sup> test period. The unit member shall only collect one (1) incentive once per testing period. A thirty (30) day advanced notice will be provided prior to testing. The District will offer the Physical fitness test on a quarterly basis. If a unit member does not pass the test, no incentive will be issued.

**Section 12--SBCUSD School Police Certification Committee**

The District and the Association shall form a committee of SBSPOA members appointed by the SBSPOA President and District representatives appointed by the District.

The committee shall not exceed six (6) members- three (3) SBSPOA unit members and three

(3) District representatives. The committee shall work together to develop an advance, District specific certification program and physical fitness program and make recommendations on its contents to the respective negotiations teams for consideration in the section of Article VI Wages (Section 9 SBCUSD School Police Certification Differential and Section 11 Physical Fitness Incentive). The committee shall make a final recommendation to the respective negotiations teams no later than March of each fiscal year. The agreed upon certification model shall begin July 1 of each fiscal year. SBSPOA unit members appointed to the committee shall be compensated their hourly rate.

## **ARTICLE VII - BENEFITS**

### **Section 1--Insurance Benefits.**

The District shall make available group health, vision, life, and dental insurance benefits. Employees are required to sign-up for such benefits within thirty (30) days of the date of hire. After initial enrollment any change in life status, i.e. marriage, birth, adoption of a child, spouse begins or ends employment, or any change in family status defined by the Internal Revenue Code, must be made within thirty (30) days of the occurrence. For the purpose of this Section thirty (30) days is defined as calendar days.

### **Section 2--District Contribution.**

The District shall pay the full cost of group dental insurance premiums for the full-time unit member and eligible dependents and full-time unit member's group basic life insurance premiums. The District shall pay the full cost of group health and vision insurance premiums for the full-time unit member and eligible dependents enrolled in the least expensive of the group health plans. Unit members are not eligible to enroll in-group health plans as both an employee and as a dependent. All of a unit member's eligible dependents must be enrolled in the same health plan and may not be enrolled as dependents by more than one unit member or District employee. Unit members enrolled in a more expensive group health plan shall have the difference in the cost of premiums between the least expensive health plan and the health plan they have selected deducted from their payroll warrant.



### **Section 3--Administration.**

The District reserves the sole right to select, change, administer, or fund any fringe benefit programs involving insurance that now exists or may exist in the future during the term of this Agreement. No changes in insurance carrier or methods of funding coverage shall result in a reduction of benefits provided for in Section 1 of this Article. The District shall give POA an opportunity to consult prior to any change of insurance carrier or method of funding coverage.

### **Section 4--Eligibility.**

To be eligible to participate in the insurance benefits, a unit member must be a regular employee of the District assigned to work five (5) days per week on a regular basis. Unit members with less than a five (5) day per week regular assignment are not eligible. Exceptions to the five (5) day per week eligibility requirements are employees working ten (10) hours per day four (4) days per week as set forth in Article IX, Section 12.

### **Section 5--Insurance Committee.**

The Association shall have two (2) POA appointed positions on the District Insurance Committee, POA's representation shall represent one-fourth (1/4) of the voting membership. The Committee will review claims experience and the administration of the group insurance programs with the objective to contain insurance costs. The Committee may investigate alternative insurance benefits and programs, including insurance cost containment. The Committee shall have the authority to make recommendations to POA and the Board of Education for the purpose of cost containment. Recommendations made by the Insurance Committee shall be made by consensus. Failure to reach consensus will result in a three-fourths (3/4) vote of the total membership of the Committee. At least one (1) member of each constituent group must vote on the prevailing side in order to

move forward with a Committee recommendation. Failure to reach an agreement will result in resolution through negotiations with POA.

**Section 6--Other Standing Committees.**

As appropriate, POA will have representation (at least one member) on District Standing Committees, including, but not limited to:

Calendar Development Advisory Committee (CDAC)

Community Budget Advisory Coalition (CBAC)

Customer Service Committee

Employee Property and Reimbursement Committee (EPRC)

Safety Committee

**Section 7--ERS Safety Retirement**

The District agrees to contract with PERS for the 3% @ 50 School Police Safety Plan retirement program including class 1 benefits a) FAC 1, b) PRSA 50%, c) COLA 5%, and d) IDR 75% in accordance with the PERS Actuarial Valuation Study dated January 18, 2007 for all school police officers. The school police officers agree that their PERS contribution rate will increase from 7% to 9% effective with the implementation of the 3% @ 50 School Police Safety Plan. Upon implementation of the 3% @ 50 School Police Safety Plan the District School Police officers will cease participation in the Social Security system. Medicare contributions will continue in accordance with federal statute. The District will comply with The Public Employees' Pension Reform Act (PEPRA) of 2013.

## **ARTICLE VIII - RETIREE HEALTH INSURANCE**

### **Section 1--Program.**

Full-time unit members wishing to retire prior to the age of sixty-five (65) may receive health insurance assistance. The unit member must be full-time at the time of retirement. Participation in the program shall be on a voluntary basis on the part of the former unit member.

### **Section 2--Eligibility.**

To be eligible to participate in this program, a unit member must:

- A. Be under age sixty-five (65) and at least fifty (50) years of age at the time of retirement. The program will not be available to those unit members who have reached sixty-five (65) years of age.
- B. Have at least fifteen (15) years of service with the District, with five (5) of those years having been full-time years of service.
- C. Submit a letter of intent to the District forty-five (45) days prior to the retirement date.

### **Section 3--District Contribution.**

The District will contribute an amount per year equal to that listed in Appendix C.

### **Section 4--Terms of the Program.**

- A. The District will contribute an amount up to the limit set forth in Section 3 above for the retired unit member and eligible dependents.
- B. Except as provided below, the contribution will be applied only to health insurance benefits provided through the District-adopted hospital and medical insurance

program for unit members.

- C. Should the cost of the District's insurance program exceed the amount set forth in Section 3 above, it will be the retiree's obligation to pay the difference as requested by the District.
- D. Upon reaching eligibility, any retired unit member or covered dependent(s) under this program must apply for Medicare.
- E. Upon reaching age sixty-five (65), the benefits under this program are terminated.
- F. Upon entering the program, former unit members cease to be unit members for purposes of this Agreement.
- G. Unit members are not eligible to participate if they are not eligible for coverage under the District group health plan.
- H. The contribution will be applied to health insurance benefits provided through the District-adopted hospital and medical insurance programs for unit members. If the retired unit member lives outside of the service area of the District-adopted programs, the District will reimburse the retired unit member for hospital and medical insurance, up to the limit set forth in Section 3 of this Article.
- I. Unit members are not eligible to participate as both a retired employee and as a dependent in group health plans. All of a unit member's eligible dependents must be enrolled in the same health plan and may not be enrolled as dependents by more than one District retiree/employee.

## **ARTICLE IX - HOURS**

### **Section 1--Workday/Workweek.**

- A The District may establish an eight (8) hour, five (5) day; ten (10) hour, four (4) day (4/10); or twelve (12) hour, three (3) day (3/12) workweek schedule. The regular workday for full-time unit members shall consist of an eight (8) hour, five (5) day; ten (10) hour, four (4) day (4/10) or twelve (12) hour, three (3) day (3/12) work schedule and shall be inclusive of lunch. For a 3/12 work schedule, unit members will have one (1) eight (8) hour “buy back” work day every other week.
- B The District has the right to extend the regular workday, as it deems necessary to carry out the District's business. The District has the right to establish the regular daily work hours for unit members. Any change in a unit member's regular daily work schedule shall be based on the business needs of the District and shall not be arbitrary or capricious. In the event of pre-approved vacation, reporting time, comp time, furlough days, or other pre-scheduled event, the District shall notify the Unit member of the need for change no later than five (5) days of the affected Unit member’s working days, prior to the necessary change.

### **Section 2--Lunch Break.**

School Police Officers shall be entitled to a lunch period of no less than thirty (30) minutes inclusive of hours worked, which may not be duty free.

### **Section 3--Work Schedules for Sworn Unit Members**

- A The intent of this section is to ensure unit members gain experience working all shift assignments, not including unit member’s time spent in the Field Training Officer Program.
- B School Police Officers shall be scheduled on a regular roster for a fiscal year and be

posted at least four (4) weeks in advance. School Police Officers assigned as a School Resource Officer (SRO) may be scheduled on a regular roster for two (2) fiscal years. Unit members may request, in writing to the Chief of School Police or designee, a change in shift in the event of an unforeseen emergency or personal need.

- C. Emergency situations, including, but not limited to, absence of school police and security personnel, special security needs of the District, and periods of campus or community unrest threatening the safety of students, staff members, or property of the School District, shall be cause to change the posted schedule. Such changes shall be communicated to the affected Unit member(s) as soon as the need for such change is known.
- D. Shift assignment is defined as School Resource Officer (SRO), patrol days or patrol nights. Different days off on a specific shift assignment are not considered a different shift assignment for the purpose of bypassing the four (4) year rotation. Unit members shall be allowed to select their shift assignments based upon seniority within the department.
  - a. Unit members selecting the School Resource Officer (SRO) shift assignment shall:
    - i. Select their specific campus; and
    - ii. Select by seniority from fifty percent (50%) of the schools that are assigned School Resource Officers (SROs) prior to the District assigning new hires.
  - b. At the time of scheduled bidding, the District may use up to fifty percent (50%) of the schools that are assigned School Resource Officers (SROs) for assigning new hires.
  - c. In the event that an odd number of schools are assigned School Resource Officers (SROs), the District and the SBSPOA shall alternate the selection of the additional

school. The first scheduled bidding with an odd number of schools assigned

School Resource Officers (SROs) will be designated to the SBSPOA.

E. Officers that have had the same shift assignment for four (4) consecutive years may be required to rotate to a different shift assignment for the following fiscal year. The District may change a shift for any of the following reason(s):

1. To ensure all officers have worked at least one (1) fiscal year in each of the shift assignments over a period of eight (8) years.
2. To ensure that each shift assignment has at least one (1) officer with at least three (3) years of experience with the SBCUSD School Police Department in the event that there are no officers with at least three (3) years of experience available; or
3. In the event that an officer has specialized knowledge to handle a particular case, the officer may be moved during the duration of that case; or
4. To assist with a short-staffed shift for a limited duration for no longer than ninety (90) days.
5. To fill a vacancy.
  - i. In the event of a vacancy, during a non-bid period, the District will ask for volunteers to fill the vacant assigned shift. If a suitable volunteer replacement is not found, the District shall select the least senior officer and place him in the vacancy. The least senior officer shall be selected from the assigned shift that will be the least affected by the new vacancy. The selection shall be in accordance with the rules of this Article.

Specialized assignments shall be made at the District's discretion.

New hires are defined as unit members who have not satisfied the following requirements:

1. Must work at least two (2) of their first five (5) years as an SRO (School Resource Officer); and
2. Must work one (1) of their first five (5) years on patrol nights.

New hires shall be assigned at the discretion of the District and after successful completion of their probationary period. Placement of such a Unit member on any given shift shall displace the Unit member with the least seniority already on that shift if no other volunteer exists.

#### **Section 4--Overtime Compensation.**

Unit members shall be paid at the overtime rate of one and one-half (1½) times their regular hourly rate of pay. The overtime rate shall be paid under the conditions set forth below in this Section 4.

- A. All hours the unit member is required to work in excess of their regular workday.
- B. All hours the unit member is required to work in excess of forty (40) hours in any regular workweek.

#### **Section 5--Required Overtime.**

The District reserves the right to require unit member to work overtime, in accordance with the provisions set forth here. Prior to requiring any unit member to work unplanned or unscheduled overtime, the District must first seek volunteers utilizing a rotating seniority-based roster. Thus, the District will offer the overtime to the most senior unit member. This roster will then rotate so that for the next overtime event, the next senior



unit member will be offered the overtime. In the event that there are no volunteers, the District will utilize a reverse non-rotating seniority roster for requiring unit members to work such overtime. Thus, if no volunteers exist, the District will order the least senior unit member to work the overtime. A unit member may not be forced to work over time if another qualified unit member is available and volunteers for the assignment.

**Section 6--District Business Guarantee.**

Unit members required to work during scheduled time off to meet training requirements, attend expulsion hearings, or to appear as a result of a subpoena on behalf of the District, shall be entitled to a minimum of three (3) hours' compensation and be paid at the appropriate rate as set forth in this Agreement. This shall not include an extension of shift where normal overtime compensation would apply.

**Section 7--Standby.**

Standby time is off-duty time in which a unit member is required to be immediately available to be called to work. While on standby, the unit member shall remain available by telephone and remain in such proximity to the District that he/she may reasonably report for duty in thirty (30) minutes or less. Unit members required to stand by shall be paid at the rate of three dollars and sixty- seven cents (\$3.67) per hour of standby shift plus time and one-half at the unit member's assigned hourly rate for all hours actually worked, with a guaranteed minimum of three (3) hours' pay for each time the unit member is called to a work site during the period the unit member is on standby. Officers on standby may be called to cover a shift overlapping with the standby time.

- A. The Department shall allow bargaining unit members to freely sign up for the standby time as they desire. The Department may involuntarily appoint members to work

standby if there are not a minimum of five (5) bargaining unit members signed up on the standby schedule.

B. The standby schedule shall be posted at least four (4) weeks in advance and contain the dates and times each Unit member is required to be on standby.

C. A Unit member who is scheduled to work a standby shift may find another qualified Unit member to work that shift in their place with the approval of the supervisor.

**Section 8--Compensatory Time.**

In lieu of overtime pay, the District may offer the unit member compensatory time at the rate of one and one-half (1½) hours for each overtime hour worked. The unit member may accumulate compensatory time not to exceed two hundred (200) hours. Compensatory time shall be used within eighteen (18) months of the date it was earned. Compensatory time shall be used during periods, which do not impair the operation of the District, as determined by the District.

**Section 9--Compressed Workweek.**

A. The District may establish a ten (10) hour-per-day, forty (40) hour-per-week work schedule within four (4) consecutive days for certain unit members. The District may also establish other modified work weeks (i.e. 3-12's, 3-13's etc.) through negotiations with the POA. The overtime rate set forth in this Article shall be paid under the conditions set forth below when this section is implemented.

1. All hours the unit member is required to work in excess of ten (10) hours in any regular workday.
2. All hours the unit member is required to work in excess of forty (40) hours in

any regular workweek.

- B. Holidays, sick leave, vacation, and other leaves taken while on the compressed workweek shall be charged on an hour-for-hour basis.

**Section 10--Telephone calls while off duty.**

Unit members are required to return telephone calls while off duty within two hours of the call or within a reasonable time frame.

If the unit member receives a telephone call while off duty regarding a work-related issue that can be handled remotely, he/she shall be paid a minimum of two hours at the appropriate rate as set forth in this Agreement. Multiple telephone calls regarding the same issue will be compensated as one telephone call.

If the unit member receives a telephone call while off duty regarding a work-related issue that requires the employee to come into work, then the employee will be compensated per Article IX – Hours, Section 6 – District Business Guarantee.

## **ARTICLE X - HOLIDAYS**

### **Section 1--Holidays.**

Unit members shall be paid regular time, plus time and a half for all hours worked on actual holidays set forth in Section 1 of this Article as well as hours worked on the District recognized holidays as set forth in Section 3. Compensatory time off in lieu of pay may be granted as provided in Article IX, Section 8 of this Agreement.

New Year's Day--January 1

Martin Luther King, Jr.'s Birthday--Third Monday in January Lincoln's  
Birthday--observed on Monday or Friday during the week of February 12

President's Day--Third Monday in February

Memorial Day--Last Monday in May

Independence Day--July 4

Labor Day--First Monday in September

Veterans Day--November 11

Thanksgiving--Thursday proclaimed by the President  
Day following Thanksgiving (Admissions Day)

Day before Christmas holiday--December 24

Christmas Day--December 25

Day before New Year's Day--December 31

**Section 2--Christmas/Winter Recess Holidays.**

Regular unit members who are not normally assigned to duty during the holidays of December 24, 25, 31 and January 1 shall be paid for those four (4) holidays, provided they are in paid status during the workday of their normal assignment immediately preceding or succeeding the holiday period.

**Section 3--Holidays Falling on Weekends.**

When a holiday set forth in Section 1 falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday set forth in Section 1 falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. Unit members who are required to work a workweek other than Monday through Friday, and as a result lose a holiday to which he/she would otherwise be entitled, shall be provided a substitute holiday or be paid for the number of hours regularly assigned on that day at the unit member's regular rate of pay.

**Section 4--Two Consecutive Holidays.**

- A. In instances of two (2) consecutive holidays where the first (1st) day of the regular holiday is Friday and the second (2nd) day of the regular holiday is Saturday, the District shall schedule the holiday on either the preceding Thursday or the following Monday.
  
- B. In instances of two (2) consecutive holidays where the first (1st) day of the regular holiday is Sunday and the second (2nd) day of the regular holiday is Monday, the District shall schedule the holiday on either the preceding Friday or the following Tuesday.

- C. In instances of two (2) consecutive holidays falling on Saturday and Sunday, the District shall schedule the holiday on the preceding Friday or on the following Tuesday. Unit members shall observe Monday as a holiday.
- D. In instances of two (2) consecutive holidays falling on Wednesday and Thursday, the District shall schedule the Wednesday holiday on Friday.
- E. This Section 4 shall not be applicable to Thanksgiving holiday.

**Section 5--Pay for Holidays Worked.**

Unit members shall be paid regular time, plus time and a half for all hours worked on actual holidays set forth in Section 1 of this Article as well as hours worked on the District-recognized holidays as set forth in Section 3. Compensatory time off in lieu of pay may be granted as provided in Article IX, Section 8 of this Agreement.

**Section 6--School Police Holidays.**

School Police Department unit members who have a regular scheduled day off on a holiday, which results in the loss of a holiday, shall have a substitute holiday added to their floating holiday bank. Holidays shall be as set forth in Section 1 of this Article. See Appendix B.

## **ARTICLE XI - EMPLOYEE EVALUATION PROCEDURES**

### **Section 1--General.**

The District retains sole responsibility for the evaluation and assessment of performance of each unit member, subject only to the procedural requirements set forth in this Article. Any grievance shall be limited to a claim that the procedures in this Article have been violated.

### **Section 2--Evaluator.**

The District shall determine the evaluator who shall be the management employee having direct supervision of the work of the unit member.

### **Section 3--Evaluation Period.**

Each unit member shall be evaluated on not less than an annual basis. The period for annual evaluation shall be July 1 through June 30 of the succeeding year.

### **Section 4--Probationary Unit Members.**

All probationary employees shall be evaluated three (3) times during the probationary period.

### **Section 5--Final Evaluation.**

Final written annual evaluations shall be presented to the unit member no later than fifteen (15) business days prior to the end of the unit member's work year. The evaluator and unit member shall meet prior to the end of the work year to discuss the final evaluation. The unit member shall have the right to make written comments and/or rebuttal, and have such written comments and/or rebuttal attached to the evaluation

and made a part thereof. Such written comments and/or rebuttal shall be submitted by the employee within ten (10) business days following receipt of the evaluation. The unit member shall sign the written evaluation. If the unit member fails to sign, the evaluator shall note that the unit member refused to sign and forward the unsigned evaluation to Classified Human Resources.

**Section 6--Review.**

Within ten (10) business days of receipt of the final written evaluation, the unit member may request a meeting with the evaluator's supervisor to review the evaluation. The evaluator's supervisor shall meet with the unit member. Following the meeting, the evaluator's supervisor may prepare written comments that will become a part of the evaluation.

**Section 7--Permanent Record.**

The final written evaluation shall be a permanent record of the District and shall be filed in the unit member's personnel file in the District offices.

**Section 8--Unacceptable Performance.**

Unit members who receive an overall "Needs Improvement" and/or "Unacceptable Performance" rating(s) shall receive an "Improvement Plan" that will include:

- a) Specific deficiencies;
- b) Performance expectations; and
- c) Date by which deficiencies in performance must be corrected.

An overall Performance Rating of "Needs Improvement" or "Unsatisfactory" on Annual Performance Evaluation will require a follow up meeting on the Professional Development



Plan within six (6) months.

## **ARTICLE XII - PERSONNEL FILES**

### **Section 1--Inspection.**

Materials in personnel files of unit members that may serve as a basis for affecting the status of their employment are to be made available for inspection by the unit members involved.

### **Section 2--Exclusions.**

Such materials are not to include ratings, reports, or records which (1) were obtained prior to the employment of the unit member involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

### **Section 3--Access.**

Every unit member shall have the right to inspect such materials upon request. Such review shall take place during normal District business hours, and the unit member shall be released from duty for this purpose without salary reduction if his/her work schedule does not permit such inspection during normal business hours. The unit member shall make an appointment one (1) business day in advance to review their personnel file.

### **Section 4--Release of Materials.**

Upon written authorization by the unit member, a representative of POA shall be permitted to examine materials in the unit member's personnel file as set forth in Sections 1 and 2 of this Article.

### **Section 5--Derogatory Materials.**

In accordance with Government Code Section 3305 and 3306, information of a derogatory

nature, except material mentioned in the second Section of this Article, shall not be entered or filed until the unit member is given notice and an opportunity to review and sign the instrument containing the derogatory materials. The unit member shall be given thirty (30) days from the date the adverse comment was received to file a written response to any adverse comments placed in the personnel file. Such response shall be attached to and shall accompany the adverse comment.

**Section 6--Confidentiality.**

Material in personnel files shall be considered as confidential. Access to personnel files shall be limited to the unit member and the unit member's representative, as set forth above in this Article, and to those individuals authorized by the District's chief Human Resources officer. Such access shall be on a need-to-know basis as determined by the District's chief Human Resources officer.

**Section 7--Copies of Materials.**

Unit members will be provided a single copy of materials placed in their personnel files, subject to Section 2 exclusions. Additional copies will be provided at a cost of ten cents (10¢) per page.

## ARTICLE XIII - LEAVES

### **Section 1--Sick Leave.**

Sick leave is the authorized absence from duty of a unit member because of illness, injury, or exposure to contagious disease that prevents the unit member from performing the duties of his/her job.

A. Accrual of Sick Leave--Unit members (probationary and permanent) shall accrue sick leave as follows:

- (1) Full-time unit members shall accrue eight (8) hours of sick leave for each calendar month of service.
- (2) Part-time unit members shall accrue sick leave on a pro rata basis.
- (3) New unit members of the District accrue sick leave from the first (1<sup>st</sup>) day of the month in which employed, provided their employment commences on or before the fifteenth (15<sup>th</sup>). If employment commences on or after the sixteenth (16<sup>th</sup>) day of the month, sick leave is accrued from the first (1<sup>st</sup>) day of the following month. Sick leave will be accrued to the end of the month for an employee ending his/her service with the District, provided his/her last day of work is on or after the fifteenth (15<sup>th</sup>) day of the month.
- (4) Sick leave shall not accrue during unpaid leaves of absence.

B. Sick leave shall be administered as set forth below:

- (1) A new employee of the District shall not be eligible to take more than six (6) days of sick leave, or the proportionate amount to which he/she may be entitled under this Agreement, until the first (1<sup>st</sup>) day of the calendar month after completion of six (6) months of active service with the District.
- (2) Pay for sick leave shall be at the unit member's regular base rate of pay for regularly scheduled hours of work. Such paid leave shall be granted only to the extent the unit member has accumulated sick leave available, except as provided for in Section 5 of this Article.
- (3) Unit members are required to notify their supervisors when they are to be absent for illness. The reasons for the absence must be stated at the time of the notification. If the absence for illness is to be longer than one (1) day, subsequent notification for each day's absence is required unless the duration of the absence can be stated at the time of the notification. If the absence is to be longer than one (1) day, the unit member shall notify his/her supervisor the day before returning so that substitutes, if employed, may be released.
- (4) For absence of one (1) month or longer because of personal illness, injury, or quarantine, a physician's report will be required for each month of

absence. This report is in addition to the Report of Absence (Form Z-2) required for each absence. The requirement that these reports be submitted monthly during an absence will continue until the unit member either returns to duty or until his/her employment is terminated. The District may, at its discretion, require the physician's report at more frequent intervals.

- (5) Sick leave of no more than the amount entitled to per year may be granted in advance of being earned. However, if a unit member leaves the service of the District, any overpayment of sick leave will be recovered by the District.
  - (6) A unit member who is absent on sick leave shall not be entitled to sick- leave pay for missed overtime work.
  - (7) Pregnancy, miscarriage, childbirth, or recovery there from is a temporary disability for which sick leave may be utilized. The date of commencement of absence from duties because of pregnancy, miscarriage childbirth, or recovery there from shall be determined by the unit member and the unit member's physician. The date for resumption of duties shall be determined by the unit member and the unit member's physician. The required physician's verification for the commencement of absence from duties and resumption of duties shall be based on the unit member's physical ability to perform assigned duties.
- C. Accumulation of Sick Leave--If a unit member does not use the full amount of sick leave allowed in any year, the amount not used is allowed to accumulate from year to year without limit.

D. Within one (1) year from the date of employment, a unit member shall have all earned sick leave transferred, if requested by the unit member, subject to the following conditions:

- (1) They have been employed by another California school district for a period of one (1) year or more.
- (2) They were terminated for reasons other than action initiated by the employer for cause.
- (3) Their termination with the other district has been within the past year.

**Section 2--Long-Term Sick Leave.**

- A. Once each fiscal year unit members shall be credited with a total of one hundred (100) days of non-accumulated sick leave.
- B. The one hundred (100) days of non-accumulated sick leave shall be paid at fifty percent (50%) of the unit member's regular rate of pay.
- C. The one hundred (100) days of non-accumulated sick leave shall commence on the first day of absence and shall run concurrently with accumulated sick leave provided for in Section 1 of this Article. The one-half ( $\frac{1}{2}$ ) pay benefit is paid after the unit member has exhausted all earned sick leave as provided for in Section 1 of this Article. With the approval of the unit member's supervisor and Human Resources, the unit member may use earned vacation in conjunction with the one hundred (100) days of non-accumulated sick leave in order to receive full pay for the day of absence.

- D. The unit member shall be required to submit an attending physician's verification of illness and off-work order in order to receive extended sick-leave benefits. Periodic medical reports may be required during the period of extended sick-leave benefits. Receipt of benefits under this Section 2 may be conditioned upon certification of disability from a District-appointed physician.
- E. While receiving benefits as provided for in this Section 2, the unit member shall continue benefits as if he/she were in a regularly paid status.

### **Section 3--Verification.**

The District shall have the right to require verification for any leave taken under this Article XIII as a condition for granting the leave. An attending physician's verification of sick leave may be required for good reasonable cause after prior attendance review with the unit member, when there is evidence of an abuse of sick leave. Unit members returning to work from illness or extended absence of thirty six (36) hours or more in conjunction with a scheduled vacation, may be required to present a doctor's release verifying medical permission to return to work, including medical restrictions. Periodic medical reports may be required during extended absence of a unit member. Unit members returning to work from illness absence involving surgery, serious illness, or extended absence shall be required to present a doctor's release verifying medical permission to return to work, including any restrictions. A unit member who fails to provide the required medical verification of illness, medical disability, or injury, as stated, shall be placed in an unpaid status until such verification is received by the District. Members of the bargaining unit shall be required to submit to medical examination(s) by District-appointed physician(s), at District expense, at the discretion of the District.



#### **Section 4--Personal Necessity Leave.**

Unit members shall be entitled to use not more than seven (7) days of accrued sick leave during each school year in cases of personal necessity. The time used shall be deducted from and shall not exceed available sick leave to which the unit member is entitled.

A Unit members may use all or part of seven (7) annual personal necessity days for personal emergencies. In such cases, the unit member shall not be required to secure advance permission for personal necessity leave, but will be required to submit a District form setting forth the reasons for the leave in order to receive payment. Personal necessity leave for emergencies shall include any of the following:

- (1) The death of a relative who is not a member of the immediate family, a close friend, a District employee or student of a District school, or the death of a member of the unit member's immediate family when the number of days of absence exceeds the limit provided in the Bereavement Leave Section of this Article.
- (2) An unforeseen crisis involving the unit member's property or the person or property of a member of the unit member's immediate family. Such unforeseen crisis must (a) be serious in nature, (b) involve circumstances the unit member cannot disregard, and (c) require the attention of the unit member during such unit member's assigned hours of service.
- (3) An illness, including pregnancy of unit member's spouse, of a member of the unit member's immediate family as defined above, serious in nature, which,

under the circumstances, the unit member cannot disregard, and which requires the attention of the unit member during such unit member's hours of service.

- (4) Imminent danger to the home of a unit member occasioned by a factor, such as a flood or fire, serious in nature, and which requires the attention of the unit member during such unit member's assigned hours of service.

B. Unit members may use not more than four (4) of the seven (7) annual personal necessity days for personal business which can be transacted only during times when the unit member is required to perform services of the District. Determination of what constitutes personal business for a given individual shall be the responsibility of that unit member. The unit member using personal necessity leave for personal business shall be required to file a written statement on a District form with Classified Human Resources that such leave was not used for any of the following purposes:

- (1) Recreation.
- (2) Engaging in other employment, including self-employment, either direct or indirect.
- (3) Employee organization activity.
- (4) Work stoppage, strike, or other concerted activity directed against the District.
- (5) Any illegal activity.

A request for personal necessity leaves for personal business must be submitted on a District form to Classified Human Resources three (3) workdays in advance of the requested leave date, except where such advance notice is not possible due to circumstances beyond the control of the unit member. No more than five percent (5%) of the unit members at a work site may use personal necessity leave for personal business on the same day.

C. In addition to the seven (7) personal necessity days set forth in Section 4(A) above, unit members shall be entitled to use a portion of their accrued and available sick leave each school year, not to exceed the amount accrued in a six (6) month period, to attend to an illness of a child, parent, spouse, or domestic partner of the employee, pursuant to "Labor Code Section 233". In no case, shall the leave available under "Labor Code 233," exceed six (6) days. The unit member shall not be required to secure advance permission for such leave, but will be required to submit a District form, identifying such leave as "Labor Code Section 233", setting forth the reason(s) for the leave in order to receive payment. The time used shall be deducted from and shall not exceed available sick leave to which the unit member is entitled. As used in this Section the following definition shall apply:

a) "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in *locoparentis*.

b) "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

Should Section 233 of the Labor Code be repealed, this provision of the contract will no longer be applicable.

D. Unit members will be subject to appropriate discipline if the personal necessity

leave was used for purposes other than verified on District forms.

**Section 5--Critical Illness Leave.**

- A. Unit members may request up to a maximum of three (3) days' absence per year for critical illness in his/her immediate family. A critical illness is defined as one in which the patient's life is in danger and there is a possibility of death. Certification by a physician that the illness is critical in nature is required on a form provided by the District, and must be approved by the District. This form shall not be required if the illness is followed by death of the immediate family member.
  
- B. "Immediate family" includes father, mother, sister, brother, daughter, son, wife, husband, grandfather, grandmother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, grandson, granddaughter, or any person living in the immediate household of the unit member. A unit member may request approval from the District's chief Human Resources officer or designee for leave to be used in relation to a relative not designated as immediate family. The decision of the District's chief Human Resources officer or designee shall be final.

**Section 6--Bereavement Leave.**

- A. Unit members shall be entitled to three (3) days of bereavement leave or five (5) days if travel out of state or more than two-hundred (200) miles for grieving with family without loss of pay or deduction from other available leaves in the event of a death of a member of the unit member's immediate family. "Immediate family" is the same as defined in Section 5 (B) of this Article. A unit member may request approval from the District's chief Human Resources officer or designee for leave to

be used in relation to a relative not designated as immediate family. The decision of the District's chief Human Resources officer or designee shall be final.

- B. If a unit member becomes aware of the death of a member of their immediate family after ninety (90) days from the death of such family member, the unit member may request bereavement leave from the District's chief Human Resources officer or designee whose decision shall be final.

**Section 7--Extended-Illness Absence.**

In the event of an absence of a permanent classified unit member because of non-industrial illness or accident that continued beyond all available sick leave, vacation, and any other paid leave-of-absence benefits, the following procedures shall be followed:

- A. The unit member's name shall be carried on the District's rolls in an extended-illness-absence status for a period of no more than thirty (30) calendar days from the date when all of his/her paid leave-of-absence benefits are exhausted.
- B. Prior to or at any time during the thirty (30) calendar days, extended-illness absence period, verification of the unit member's continued illness or injury may be required from the attending physician.
- C. The unit member may be returned to his/her regularly assigned duties at any time during the one-month period upon certification by the attending physician that the unit member is physically and mentally able to perform such duties as the District may require. The District may require the unit member to be released by a District-appointed physician prior to a return to regularly assigned duties.
- D. In the event that the absence of the unit member will continue beyond the one-

month, extended-illness absence period, it is the unit member's responsibility to initiate a request for a leave of absence. The request should be accompanied by a recommendation of the attending physician. If granted, a leave of absence will be limited to twelve (12) consecutive calendar months, unless extended by the District at the unit member's request.

- E If, at the conclusion of all leaves of absence, the unit member is still unable to assume the duties of his/her position, his/her employment shall be terminated, and his/her name shall be placed on a reemployment list for a period of thirty- nine (39) months. The employee shall be POST certified upon return.

**Section 8--Industrial Illness and Accident Leave.**

Unit members who have completed their initial probationary period, when absent from duty because of industrial illness or accident, shall be entitled to industrial illness and accident leave. The conditions and regulations for industrial illness and accident leave are set forth below:

- A Any absence which is supported by an authorized doctor's certificate and which is verified by the District administering agency as qualified for Workers' Compensation is an absence payable under industrial illness and accident leave. During the period of determination by the administering agency, the payroll charge will be made to the unit member's sick-leave account. If the claim is approved, an adjustment will then be made, restoring to the unit member the sick leave previously charged from the first (1<sup>st</sup>) day of absence and a charge made in lieu thereof to industrial illness and accident leave. In the event the employee does not

have sick-leave credit, appropriate payroll deductions will be made. If the claim is approved, reimbursement will then be made on the first available warrant register. Industrial illness and accident leave will commence on the first (1<sup>st</sup>) day of authorized absence.

B. A maximum of sixty (60) workdays of industrial illness or accident leave is allowable for any one (1) illness or accident, and shall be used in lieu of entitlement to any other paid leave, except as provided in Section 9 of this article.

(1) Eligibility for industrial illness and accident leave will continue for only such period as the unit member qualified as temporarily disabled under the Workers' Compensation laws.

(2) An industrial illness and accident leave may overlap into the next fiscal year by no more than the amount of leave remaining at the end of the fiscal year in which the injury or illness occurred.

(3) Industrial illness and accident Leave shall not be accumulative from year to year, nor one accident/illness to another.

C. Should the employee's absence due to an industrial illness or accident extend beyond sixty (60) workdays, the unit member shall be permitted to use his/her accumulated sick leave, compensatory time, vacation, or other available leaves provided for in this Agreement, except on case where Section 9 applies. In no case shall compensation, when added to temporary disability benefits, exceed the rate of compensation to which the unit member would otherwise be entitled under specific leave provisions of this Agreement.

- D. During any period, a unit member has available for his/her use paid leave benefits, the District shall monitor the temporary disability benefits to assure proper retirement credit and contributions for Public Employees' Retirement System.
- E. Upon complying with District medical-release requirements and receiving District authorization to return to work, a unit member on industrial illness and accident leave shall be reinstated in a position in the same class without loss of status or benefits.
- F. Except as provisioned in Section 9 of this Article, should the unit member's absence extend beyond all entitled paid leaves of absence, he/she shall be placed on an extended-illness leave in an unpaid status for a period of one (1) month from the date all of his/her paid leave-of-absence benefits are exhausted.
- G. If a unit member is not medically able to assume the duties of his/her position after all industrial illness and accident leave, sick leave, vacation, compensatory time, and extended-illness absence leave have been exhausted, his/her employment shall be terminated, and his/her name shall be placed on a reemployment list for a period of thirty-nine (39) months. When medically released for return to duty during the thirty-nine (39) month period, he/she shall be employed in the first (1<sup>st</sup>) vacant position in the class of his/her previous assignment over all other available candidates, except for those on a reemployment list established because of lack of work or lack of funds. A unit member who fails to accept an appropriate assignment shall be removed from the reemployment list.
- H. A unit member receiving benefits as a result of an industrial illness or accident must be physically available during District business hours. During periods of



injury or illness, the unit member must remain within the state of California unless the District authorizes travel outside the state.

- I For purposes of this Agreement, the term "duty" refers to all scheduled working days, including legal and District-declared holidays, on which a unit member in the bargaining unit is authorized to receive salary payments.
- J The term "qualifying for Workers' Compensation" presupposes that an accident report has been filed according to established procedure, and that the administering agency considers the claim valid. In the event of rejection of the claim by the administering agency, industrial illness and accident leave shall not apply.

**Section 9--Extension of Industrial Injury Leave:**

- A If the employee was physically injured during an act or acts of violence related to and during the performance of assigned duties, the leave of absence may be extended beyond the initial sixty (60) day period up to an additional one hundred and fifty (150) days. In order to qualify for such an extension, the employee must have (1) notified the site administrator and appropriate law enforcement authorities within twenty-four (24) hours of the incident if the employee was physically able to do so; (2) completed the employee's written report and reported for treatment as required in Section 12.0 above; (3) reported, as soon as becomes evident that an extension is to be requested, for a District approved physical examination and received approval as a result of such examination; and (4) applied in writing to the District for such an extension, using a District form. Such application should be filed with the immediate administrator as soon as the employee sees the need for such an extension, so that the District has adequate time to review and process the

claim prior to the effective date of the leave extension. Determination whether the injury was the result of an act of violence, and whether the act of violence was related to and during the performance of duties, but not whether it is compensable under worker's compensation laws, shall be made by the immediate administrator. Determination whether the injury is disabling beyond the initial sixty (60) day period shall be made by the District. An employee may be required during the extended period to be evaluated by the District at anytime.

B. For the purposes of Section 12.1 of this Article only physically injured during an act or acts is defined as a physical injury suffered by an officer as a result of any of the following:

(1) Physical injury suffered as a direct result of a physical altercation with a suspect;

(2) Physical injury suffered as a direct result of an attempt to defend against a substantial threat of physical injury to the officer or a third party.

(3) Physical injury suffered as a direct result of pursuing a fleeing criminal suspect.

However, an act of violence will not be deemed to have occurred unless the officer reports the incident to the officer's supervisor prior to the end of the shift on which the incident occurred.

C. Upon exhaustion of the above authorized industrial injury absence benefits, the employee shall be permitted to utilize accrued illness benefits or vacation benefits, if any. If the employee continues to receive temporary disability indemnity, will

result in a payment of not more than full normal salary.

- D. An employee absent under this Section shall remain within the State of California unless the District authorizes travel outside of the State.

**Section 10--Jury Duty and Witness Leave.**

- A. Leave of absence for jury service shall be granted to unit members who have been officially summoned to jury duty in local, state, or federal court. Leave shall be granted for the period of required attendance for jury service. The unit member shall receive full pay while on leave, provided that the jury summons or court certification is filed with the District. Request for jury service leave should be made by filing the official court summons to jury service with Human Resources. The District shall deduct the jury service fee from the unit member's pay.
  
- B. Leave of absence shall be granted to a unit member in a court case unrelated to a unit member's duties and responsibilities in which a unit member has been served a subpoena to appear as a witness, not as the litigant, in the case. The length of the leave granted shall be for the number of days of required attendance in court as certified by the clerk or other authorized officer of the court. The unit member shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to and the subpoena or court certification is filed with the School District. Request for leave of absence to serve as a witness should be made by presenting the official court summons to Human Resources. In the event the bargaining unit member is required to appear in a case related to

their job.

- C. The jury service fee and witness fee set forth in subsections "A" and "B" above do not include reimbursement for transportation expense, except in the case the bargaining unit member appears apart of his or her duties.
- D. Unit members are required to return to work during any day or portion thereof in which jury duty services are not required, except when less than two (2) hours of regularly scheduled work remains.
- E. Unit members employed four (4) hours or more per day on a regular basis and who work evenings shall be granted leave under this Section 10 equivalent to that granted other unit members scheduled to work 8:00 a.m. to 4:30 p.m., i.e., an eight (8) hour employee who serves four (4) hours on jury duty is required to work four (4) hours.

**Section 11--Absence for Examination.**

A unit member, upon giving his/her immediate supervisor adequate notice, shall be eligible to participate in any employment examination conducted by the San Bernardino City Unified School District without loss of pay, provided the unit member has been notified by Human Resources that he/she is eligible to participate.

**Section 12--Military Leave.**

Unit members shall be granted any military leave to which they are entitled

under law as classified police employees. Time spent in military service shall be included in computations of years of service with the District.

**Section 13--Quarantine.**

A unit member shall be paid his/her regular salary for any period during which his/her

place of employment is closed because of quarantine, epidemic, or other conditions involving the health or safety of employees, provided that the unit member is ready, willing, and able to perform his/her customary or other reasonable and suitable duties.

**Section 14--Short-Term Leave Without Pay (Personal Business).**

Unit members may be granted a short-term leave of absence without pay for reasons satisfactory to the District. If granted, the leave shall not exceed five (5) consecutive workdays during any one (1) school year.

**Section 15--Family Leave.**

Unit members employed by the District more than one (1) year shall be granted not more than twelve (12) weeks of unpaid family leave within twelve (12) months as set forth in the following conditions:

- A. Family leave may only be used for the birth, adoption, or serious illness of a child, or to care for a parent or spouse who has a serious illness.
- B. The District may require verification of the necessity of the leave.
- C. All available vacation leave must be used prior to family leave.

- D. The unit member must give as much advance notice as possible.
- E. Unit member's group health benefits as provided for in Article XII, Section 1, shall be maintained during approved family leave. If the unit member fails to return to work at the expiration of family leave, the unit member shall reimburse the District for all health benefits paid during the family leave. To maintain group dental and life insurance benefits during family leave, the unit member must pay the cost of premiums.
- F. The maximum time allowed for any FMLA/CFRA related leave is twelve (12) work weeks of unpaid leave during any "rolling" twelve (12) month period measured backward from the first date a unit member uses any family leave.  
  
During the FMLA Leave the unit member shall utilize vacation, personal and/or sick leave, if any.
- G. At the conclusion of family leave, the unit member will return to the same or comparable position without loss of hours or seniority.

**Section 16--Leave of Absence.**

A leave of absence without pay in excess of five (5) consecutive days may be granted as follows:

- A. For valid reasons, a request for a leave of absence without pay may be granted to a permanent unit member. A leave of absence shall not normally exceed one  
  
(1) calendar year, and shall be subject to the approval of the immediate supervisor, Human Resources, and the Board of Education.

- B. The failure of a unit member to return to work or to report for reassignment at the expiration of leave of absence shall be considered as equivalent to a resignation. A leave of absence may be revoked upon the recommendation of Human Resources and approval of the Board of Education.
- C. An application for leave of absence shall indicate the beginning and ending dates of the requested leave and the reasons for the request, and shall be submitted to Human Resources at least two (2) weeks prior to the effective date of the leave.
- D. Time spent on personal leave of absence shall not count toward seniority, salary increments, or accumulation of vacation. The granting of a leave of absence without pay for a period of six (6) months or more gives the unit member the right to return to his/her classification at the expiration of his/her leave of absence, provided that he/she is physically and legally capable of performing the duties.
- E. If a personal leave of absence is for a period of less than six (6) months, or if a combination of extended-illness absence leave and personal leave of absence is for a period of less than six (6) months, the unit member shall have a right to return to his/her position at the expiration of the leave of absence.

**Section 17--Vacation.**

Unit members, employed as regular classified police employees of the District,

shall receive paid vacation as provided for in this Section 16.

A. Vacation credit for full-time, twelve-month unit members shall be earned on the following basis (based on a 40 hour work week at 8 hours per day)

<u>Years of Service Accrual</u>	<u>Hours/Days of Vacation</u>	<u>Monthly</u>
1 through 2	80/10	.83
3 through 4	96/12	1.00
5 through 11	120/15	1.23
12 through 17	136/17	1.42
18	144/18	1.50
19	152/19	1.58
20	160/20	1.67
22	176/22	1.83
25	200/25	2.08

- (1) Unit members regularly employed nine (9), ten (10), and eleven (11) months per year shall earn vacation credit on a prorated basis.
- (2) Vacation credit shall not be earned and become a vested right until completion of the initial twelve (12) months of employment.
- (3) Vacation credit shall not be earned while a unit member is in an unpaid status.

B. Full-time unit members shall be allowed to carry over up to a total of ten



(10) vacation days into the next fiscal year. Any days in excess of five (5) vacation carryover days shall be transferred into the employee's sick leave account.

(1) With the approval of the immediate supervisor and the District's chief Human Resources officer or designee, a unit member may carry over more than ten

(10) days, but not to exceed a total accumulation of twenty-five (25) days.

(2) If a unit member has been prevented from using vacation credit as a result of the needs of the District, the District shall pay for all of the unit member's accumulated vacation in excess of the maximum accumulation.

(3) School Police Department unit members assigned to work other than Monday through Friday shall be paid for all accumulated vacation in excess of the maximum accumulation as of September first (1<sup>st</sup>).

C. Vacation leave shall be arranged in advance with the immediate supervisor consistent with the needs of the District.

(1) With the approval of the unit member's supervisor and Human Resources, the unit member may use the current year's vacation earnings, even though they have not yet been earned. If the unit member terminates District employment prior to earning the vacation used, the unearned vacation shall be deducted from the unit member's final check.

- (2) Fractional days of vacation leave may be granted in not less than one-half (1/2) hour increments.
- (3) Vacation leave is exclusive of regularly assigned days off and holidays set forth in Article X.
- (4) The District may require a unit member to use vacation when the unit member's work site is closed. In lieu of vacation, the unit member may apply for other leaves provided for in Article XIII.

D. Separation, Termination, Reduction in WorkYear.

- (1) Upon separation from service, a Unit member shall be entitled to a lump- sum compensation for all earned and unused vacation, except that a unit member who has not completed twelve (12) months of employment in a regular status shall not be entitled to such compensation.
- (2) If a unit member is terminated and had been granted vacation which was not earned at the time of termination of his/her services, the District shall deduct from the unit member's severance check the full amount of salary which was paid for such unearned days of vacation taken.

E. Interruption or Termination of Vacation Leave.

- (1) A permanent classified unit member may interrupt or terminate paid vacation leave in order to begin another type of paid leave without

return to active service, provided that approval is granted by Human Resources.

(2) A permanent classified POA unit member who becomes ill, injured, or quarantined while on paid vacation is entitled to change that portion of his/her vacation to sick leave, provided that:

- (a) Attendance of a physician was required.
- (b) Proof of illness, injury, or quarantine is furnished by the physician.
- (c) The unit member was incapacitated to perform his/her duties.
- (d) The unit member has sick leave available.

(3) Vacation leave may be postponed or rescheduled by the unit member if he/she is on a leave due to illness or injury. If rescheduled, the leave must be arranged with the immediate supervisor based upon available vacation dates.

**Section 18--Catastrophic Leave/Donation Leave.**

Unit members may donate accumulated sick-leave days to another unit member absent due to a non-industrial catastrophic illness or injury. The conditions for this leave are as follows:

- A. The unit member must be absent from work due to a verified non-industrial catastrophic illness or injury.
- B. The unit member must have exhausted all paid benefits set forth in this Article XIII.

- C. Other unit members may make an irrevocable contribution of accumulated sick leave. The contributions by individual unit members shall be in eight (8) hour increments and shall not exceed a maximum contribution of twenty-four (24) hours to a unit member eligible for catastrophic leave.
- D. The District must determine that the unit member who has applied for catastrophic leave is unable to work due to a catastrophic illness or injury.
- E. Catastrophic/donation leave shall not exceed thirty (30) consecutive workdays.
- F. While on catastrophic leave, the unit member shall not continue to earn additional sick leave, long-term sick leave, or vacation benefits.

**Section 19--Funeral Leave.**

The District may grant unit members paid funeral leave. The conditions for this leave are as follows:

- A. The leave shall be for not more than two (2) hours.
- B. The employee must get prior approval from the supervisor.
- C. Such approval may be granted when such absence will not seriously disrupt District services.
- D. This leave will not be granted in addition to, or in conjunction with, leaves granted as a result of a death in the employee's immediate family.
- E. The supervisor may require verification of attendance at a funeral.

## **ARTICLE XIV – REIMBURSEMENT, EXPENSES & MATERIALS**

### **Section 1--Uniforms/Equipment**

The District requires School Police to wear distinctive uniforms. The initial set of uniforms, as required by the District, shall be purchased by the District. The District shall provide for needed repair and replacement of uniform items. The District will use an authorized vendor for officers to electronically order uniforms that need repair or replacement. Procedures for ordering will be on file at School Police department.

A The District shall be the sole judge of whether a uniform item is in need of repair or replacement. The unit member is responsible for the reasonable use, maintenance, and care of District uniform/equipment items. The District shall provide each unit member with the following:

- 2 (two) Patrol Bags- duty bags
- 4 (four) Short Sleeve Shirts- (Blue)
- 1 (one) Long Sleeve Shirts- (Blue)
- 5 (five) Trouser- (Blue)
- 1 (one) Jacket- (Black)
- 1 (one) Raincoat
- 1 (one) Sam Brown Belt- Nylon or Leather
- 4 (four) Keepers
- 1 (one) Trouser Belt
- 1 (one) Gun Holster
- 1 (one) Ammo Case- Double Pouch
- 2 (two) Standard Handcuffs
- 2 (two) Handcuff Case
- 1 (one) Tear Gas Case Holder with cover (small)
- 1 (one) Flashlight holder with cover
- 1 (one) Rechargeable Flashlight

- 1 (one) Radio Holder
- 1 (one) Baton 26"
- 1 (one) Baton Holder
- 1 (one) Body armor active shooter response plate carrier with 2 rifle plates  
(Minimum of Level IV rifle plates)
- Exchange/replace every (5) years Ballistic Vest (Black, Minimum of Level II)
- As needed Black Tie
- 1 (one) Name Tag (Silver with Black letters)
- 1 Firearm
- 3 (three) magazines for assigned weapons

B. The District shall reimburse a Unit member an amount not to exceed one-hundred fifty dollars (\$150) one time per twelve calendar months for the purpose of purchasing work boots as part of the uniform. The original receipt shall be submitted to School Police for processing no less than two weeks after the purchase. If the cost of the boots exceeds one-hundred fifty dollars (\$150), a maximum of one-hundred fifty dollars (\$150) will be reimbursed to the Unit member. The District shall provide equipment it requires for use by unit members in the performance of their assigned duties. Unit members may provide their own equipment for use in the course of employment, with the written approval of the District.

C. The District shall provide laundry service for uniforms up to \$50.00 a month through a District authorized vendor. Laundry service will include pick up and drop off from the School Police station.

**Section 2--Replacing or Repairing Employees' Property**

A. The District shall pay the cost of replacing or repairing property of a unit member,

such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by a unit member, when such item is stolen or damaged in the line of duty without fault of the unit member. The vehicle of a unit member, when damaged by a malicious act, shall be repaired subject to limitations set forth in this Section.

- B. The District shall pay the cost of replacing or repairing tools or other property of a unit member lost or damaged due to fire, burglary, or vandalism while such property is at the work site of a unit member, provided the unit member has received written authorization on District-provided forms to bring such personal property to the work site.
- C. Payment by the District under this Section 3 is limited to the following:
  - (1) Payment under subsection "B" above shall be limited to property brought to the District.
  - (2) The claim must be filed on District forms within thirty (30) days of the date of loss. The claim shall be accompanied by all required documentation, including, but not limited to, receipts, insurance coverage, warranties, and proof of original purchase. The loss must be promptly reported to School Police. The employee shall attach a police report to the claim.
  - (3) The minimum claim shall be ten dollars (\$10.00).
  - (4) The maximum claim paid shall not be in excess of the value of the item at the time of the loss or damage, and in no case shall exceed three hundred- twenty dollars (\$320.00) per item lost or damaged or five-hundred-thirty dollars (\$530.00) per

single occurrence involving the loss or damage of multiple items, but in no case shall exceed:

- a) The lesser of the unit members deductible;
- b) The actual cost of repairing;
- c) The actual cost of the item.

Claims for wheel covers and rims shall not exceed thirty dollars (\$30.00) for each wheel or one hundred-twenty dollars (\$120.00) per single occurrence.

- (5) Items lost or damaged through unit member negligence or as a result of the failure of the unit member to take reasonable steps to safeguard the property shall not be reimbursed as provided for in this Section.
- (6) If the person causing the loss is known, every reasonable effort must be made by the unit member to obtain reimbursement from the person before the District will consider the claim. This could include actions in Small Claims Court or other appropriate legal action.
- (7) If the unit member has insurance that would cover the loss, then it shall be considered primary. The District will pay the amount not covered, such as a deductible.
- (8) Vehicle accessories, including, but not limited to, tape decks, stereo sets, and CB or other two-way radios, when not factory or dealer installed in the vehicle, shall not be included for reimbursement.
- (9) Automobile claims are subject to the following claim limits:
  - a) The unit member's automobile must be engaged in District work.



- b) Damage must be by malicious act or vandalism.
- c) Collision claims and personal property taken from the vehicle are excluded from coverage under this Article.
- d) The claim form must be supported by the following documentation:
  - i. Two (2) repair estimates must be submitted with claims in excess of two hundred dollars (\$200).
  - ii. Proof of completed repair showing amount paid.
  - iii. Proof of insurance showing coverage and deductibles at time of loss.
  - iv. Any other documentation requested by the Employee Property Reimbursement Committee.

**Section 3--Unit Member's Responsibility.**

Unit members shall be responsible for all tools, equipment, keys, uniforms, etc., issued to them by the District. All such District property shall be returned to the District upon termination of employment or as otherwise directed by the District. Unit members shall reimburse the District for all items lost, damaged, or stolen as a result of the unit member's negligence.

**Section 4--Medical Examinations.**

The District may require Unit members to undergo medical examinations as a condition of employment or continued employment and pay the full cost of any such examination. Only the Superintendent, or his/her designee, can order such exams.

**Section 5--Meals and Lodging.**

The District shall pay the actual cost of lodging when unit members are required to be out of the District on District business. Unit members shall be reimbursed for the cost of necessary meals when out of the District as provided for in District Policy.

**Section 6-- Mileage Reimbursement.**

Unit members authorized by the District to use their personal cars in fulfilling a work assignment shall be reimbursed at the rate established at the beginning of each fiscal year, which shall not be less than the current rate set by the Internal Revenue Service. Unit members covered by this section shall not receive a mileage reimbursement that is less than that paid by the District to any other group of District employees. It is understood and agreed that unit member travel between home and work sites is exempt from this provision. It is further understood and agreed that this reimbursement shall be payment in full for all car operating, maintenance, repair, and insurance costs resulting from such use.

**Section 7--Tuition Reimbursement.**

Unit members who have completed their initial probationary period with the District may make application for tuition reimbursement to attend educational or training courses through accredited educational institutions for the purpose of improving job skills in their current position.

- A. Requests for reimbursement of tuition costs must be approved in advance by the Employee Tuition Reimbursement Committee. In addition, applicants shall submit a description of the course(s) content and its applicability to their current position.

Reimbursement shall not be made in increments of less than fifteen dollars (\$15) per application. Tuition for upper-division classes shall be limited to seventy five percent (75%) charged by the California State University System. Tuition for lower-division classes shall be limited to seventy five percent (75%) of the amount charged by the Community College District. The tuition reimbursement is paid after satisfactory completion of the course(s) with a grade of "C" or better and verification of grade(s) and costs.

- B. An ongoing committee, consisting of two (2) members appointed by POA, two (2) members appointed by the District and chaired by the District's chief Human Resources officer or designee, shall evaluate each application based upon the relevancy of the training to the needs of the District, as related to the applicant's present position. The decision of the committee shall be final and binding, and shall not be subject to the grievance procedure set forth in Article XVI.
- C. There shall be a fund of \$15,000 available for purposes of implementation of this Section 9.
- D. Unit member-initiated education or training shall not be considered as time actually worked and normally shall not occur during regular work hours.
- E. Unit members receiving tuition reimbursement must continue to work for the District for not less than one (1) calendar year after the completion of the course(s). Termination of employment within one (1) calendar year after completion of the course(s) will result in a payroll deduction of the tuition reimbursement from the unit member's final pay warrant.

## **ARTICLE XV - LAYOFF AND REEMPLOYMENT**

### **Section 1--Layoff.**

The District reserves, retains, and is vested with the sole and exclusive right to lay off unit members for any reason allowed by law. In the exercise of this exclusive right, the District makes the sole determination as to the specific positions to be eliminated. POA has retained the right to negotiate the effects of layoff on unit members.

### **Section 2--Notice.**

Unit members shall receive notice of layoff at least forty-five (45) calendar days prior to the effective date of the layoff, and shall be informed of their rights under this Article. Copies of said notices shall be sent to POA.

### **Section 3--Seniority for Layoff Purposes.**

- A. Notwithstanding the provisions of Article XV of the Collective Bargaining (CBA) between the parties, the District agrees that bargaining unit members subject to layoff will be given a minimum forty-five (45) days advance, or notice no later than April 29, in the event they are subject to layoff at the end of the school year as a result of the expiration of a specially-funded program. In no event shall notice of layoff be less than forty-five (45) days. Additionally, the District agrees that notwithstanding the provisions of Article XV of the CBA, layoff within a class will be determined by length of service in the class and higher classes and the employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Re-employment shall be in the reverse of layoff.
- B. Prior to issuance of notices of layoff, a seniority list for each class of positions affected shall be prepared by the District. Copies of the seniority lists shall be sent

to POA and shall be made available for public review.

**Section 4--Layoff Procedures.**

Layoff shall be made in inverse order of seniority in the class in which the layoff occurs. The unit member who has been employed the shortest time shall be considered to have the least seniority, and therefore shall be laid off first. No regular unit member shall be laid off from any position while an employee serving under a substitute, provisional, emergency, or limited-term appointment is retained in a position in the same class, unless the regular unit member declines assignment to the temporary position.

**Section 5--Bumping Rights.**

A unit member laid off from his or her present class may bump into an equal or the next lowest class in which the unit member had prior standing as an employee.

- A. Unit members may not bump into a lower class if a vacant position in the unit member's present class exists.
- B. When a unit member exercises bumping rights under this Section 5, he/she shall bump the unit member with the least seniority assigned to like hours and like months within a classification. When there are no unit members assigned to like months to be bumped, the unit member shall bump the least senior unit member of like hours, regardless of the number of months assigned.

**Section 6--Transfer.**

The District shall transfer a qualified unit member subject to lay off to a vacant position for which they have previously held permanency status, at an equal or lower salary level with the agreement of the unit member. If the transfer is to a lower-paying class, it shall

be considered as a voluntary demotion. The District shall determine qualifications for purposes of this Section.

**Section 7--Reduction of Hours.**

The District reserves the right to offer unit members the opportunity to reduce hours in lieu of layoff. Any such reduction of hours shall be voluntary on the part of the unit member. Such reduction in hours, if any, shall be considered a layoff for purposes of reemployment rights.

**Section 8--Reemployment.**

A. Unit members who have been laid off shall be placed on a reemployment list for the class from which they are being laid off. Placement on the reemployment list shall be in order of seniority. A reemployment list shall remain in force for a period of thirty-nine (39) months. Persons on such a list shall be reemployed in preference to new applicants.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned shall be granted the same rights as persons laid off, and shall retain eligibility to be considered for re-employment for an additional period of up to twenty-four (24) months, provided that the same tests of fitness under which they qualified for appointment to the class shall still apply.

B. Any unit member who is laid off and is subsequently eligible for reemployment shall be first notified by telephone of an opening. If the unit member cannot be notified by telephone, the unit member shall be notified of an opening in writing by the District. Such notice shall be sent by certified mail to the last address given the

District by the unit member and a copy shall be sent to POA by the District, which shall acquit the District of its notification responsibility.

- C. A unit member shall mail, or otherwise notify, the District of his/her intent to accept or reject re-employment within five (5) working days following receipt of the reemployment offer notice. If the unit member accepts reemployment, the unit member must report to work in accordance with the District's offer, but in no event may the unit member be required to report earlier than fifteen (15) working days following receipt of the reemployment notice. A unit member who refuses such reemployment offer thereby forfeits all re-employment rights, and the unit member's name shall be removed from the reemployment list.

## **ARTICLE XVI - GRIEVANCE PROCEDURE**

### **Section 1--Definitions.**

- A. A "grievance" is a formal written allegation by a unit member that he/she has been adversely affected by misapplication or incorrect interpretation of a specific provision of this Agreement. Actions to challenge or change District policy or regulation are not subject to the grievance procedure.
- B. A grievant may be any unit member or the Association.
- C. The "immediate supervisor" is the lowest level administrator having jurisdiction over the grievant who has been designated to adjust grievances.
- D. A "day" is any day in which the central administrative offices of the District are open for business.

### **Section 2--General Provisions.**

- A. Before filing a formal written grievance, the unit member shall attempt to resolve it by an informal conference with his/her immediate supervisor.
- B. The grievant has the right to have a local representative present at any level of the grievance procedure beginning with formal Level I set forth in Section 3 of this Article.
- C. During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private.
- D. Any unit member may present grievances to the employer and have such grievances adjusted during formal Levels I and II herein, without the intervention of



the exclusive representative, as long as the adjustment is not inconsistent with the terms of this contract. The District shall not agree to a final resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response. A grievant may be represented by POA or may represent himself/herself.

- E. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Time limits given in this procedure may be modified by written agreement of all the parties involved.
  
- F. In the event that a grievance affects more than one unit member, the grievance may be filed on behalf of all affected unit members, and if the grievance affects unit members at more than one work location, it may be initiated at formal Level II.  
  
Grievances concerning the same issue may be consolidated as long as it does not create an unnecessary delay.
  
- G. The District shall make available grievance forms. All grievances filed as set forth in Section 3 shall be filed on grievance forms and shall clearly set forth the name of the grievant, specific provisions of this Agreement allegedly misinterpreted or misapplied, and be signed and dated.
  
- H. The District shall grant POA a reasonable amount of release time to assist in presenting grievances at a personal conference with a District person or at formal

Level III as permitted herein. POA shall designate a reasonable number of unit members to be job representatives and shall notify the District in writing of the names of such job representatives and the unit members they represent. If a change is made, the District shall be advised in writing. Release time shall be requested by the job representative twenty-four (24) hours in advance in order that substitute service may be obtained, if such is necessary, and shall be limited solely to one job representative in a given conference or at the formal Level III herein.

**Section 3--Levels of the Grievance Procedure.**

- A. Level I: Within ten (10) business days after the occurrence of the act or omission giving rise to the grievance or when the grievant knew or should have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the appropriate form to his/her supervisor. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. Within the above time limits, either party may request a personal conference.

The supervisor shall communicate his/her decision to the grievant in writing within ten (10) business days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

- B. Level II: If the grievant is not satisfied with the decision at formal Level I, he/she

may, within ten (10) business days, appeal the decision on the appropriate form to the Superintendent or his designee. This statement shall be a copy of the original grievance, the decisions rendered, and a clear, concise statement of the reasons for the appeal. Either the grievant or the Superintendent or his designee may request a personal conference within the above time limits.

The Superintendent or his designee shall communicate his/her decision to the grievant within ten (10) business days. If the Superintendent or his designee does not respond within the time provided, the grievant may appeal to the next level.

- C. Level III: If the grievant is not satisfied with the disposition of his/her grievance at formal Level II, he/she may, within ten (10) business days, request in writing that POA appeal the grievance. POA may, by written notice to the Superintendent or his designee within fifteen (15) business days after receipt of the request from the grievant, submit the grievance to arbitration. If the two Parties cannot agree on an arbitrator, they shall request an odd-numbered list of experienced arbitrators from the California State Conciliation Service or the American Arbitration Association. The arbitrator shall be selected within ten (10) business days by the alternate strike method until only one (1) name remains.

Arbitration shall be conducted as follows:

- (1) The arbitrator will decide the time and place for a hearing. The hearing will be private, and, unless otherwise agreed, will be conducted in accordance with the Voluntary Rules of the American Arbitration Association.
- (2) The arbitrator shall not consider any matter outside the scope of the grievance as

defined in this Agreement, shall confine the decision to the precise issue submitted, and shall have no authority to make a recommendation on any other issue. However, the issue as to whether a matter is outside the scope of the grievance is to be determined by the arbitrator.

- (3) After the close of the hearing, both Parties shall have an opportunity to submit written arguments.
- (4) The arbitrator shall submit the award in writing to all the Parties within thirty (30) business days after submission, which award shall be binding.
- (5) The cost of the arbitrator and hearing expenses shall be shared equally by the District and POA.

## **ARTICLE XVII - WRITTEN REPRIMANDS**

1. The immediate supervisor may meet with an employee to discuss proposed discipline action after notifying the employee in writing that such a meeting is being held for the purpose of ascertaining whether disciplinary action is pending.
2. After any meeting or meetings held under paragraph A.1, the supervisor shall notify the employee of the proposed discipline action by written notice containing the following information:
  - A. A description of the action taken and its effective dates.
  - B. A clear and concise statement of the reasons for such action, including the acts or omissions on which the disciplinary action is based.
  - C. A statement advising the employee of the right to respond, either verbally or in writing, to the authority proposing the action prior to its effective date.
  - D. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request.
  - E. A statement advising the employee of the method and right to appeal and the time within which the appeal must be made.
3. If the employee disagrees with the proposed disciplinary action, he or she shall within five (5) working days of written notice request a meeting with the supervisor recommending discipline to attempt to resolve the issue.

4. The supervisor shall confirm the results of the meeting in a memorandum to the employee.
5. If a satisfactory solution has not been reached under paragraph 3 within five (5) working days, the employee may submit the matter to the employee's supervisor for discussion.
6. If, after through discussion, the supervisor has not been able to satisfactorily resolve the issue within five (5) working days, it shall be referred to the Chief of Police or designee. The supervisor shall prepare a written memorandum setting forth the recommended disciplinary action. The Chief of Police or designee shall meet with the affected parties and render his/her final decision within ten (10) working days.

## **ARTICLE XVIII - CLASSIFICATION**

### **Section 1--Authority of District.**

It is the sole and exclusive right and responsibility of the District to determine the job content, qualifications, duties, and standards of each position within the unit. In the exercise of this exclusive right, the District will assign all positions to a classification.

### **Section 2--New Classifications.**

If, during the term of this Agreement, a new classification within the unit is created, the District will give notice to POA and propose a salary range. If POA does not agree with the proposed salary range, it must request to meet and negotiate on the salary recommendation within ten (10) days of receipt of the notice. If unable to reach an agreement on a salary range, the issue will be submitted to impasse as provided by law.

### **Section 3--Working Out of Classification.**

The District may require unit members to temporarily work out of classification. When assigned to work out of classification in excess of five (5) working days in a fifteen (15) calendar-day period, the unit member's pay shall be advanced to the first (1<sup>st</sup>) step on the salary range for the higher classification which assures a minimum of a one (1) range increase (approximately 4%). Such increase in pay shall be for the entire period the unit member is assigned to work out of classification.

**Section 4--Working Out of Classification in a Management Position.**

The District may require unit members to temporarily work out of classification in a management position. When assigned to work out of classification in excess of five (5) working days in a fifteen (15) calendar-day period, the unit member's pay shall be advanced by three (3) ranges. Such increase in pay shall be for the entire period the unit member is assigned to work out of classification.



## **ARTICLE XIX - DRUG AND ALCOHOL USE**

### **Section 1--Purpose.**

The purpose of this Article is to eliminate substance abuse and its effects in the work place. While unit members have certain rights to privacy, involvement with drugs and alcohol can take its toll on job performance and employee safety. Unit members must be in a condition to perform their duties safely and efficiently, in the interest of students, fellow workers, and the public as well as themselves. The presence of drugs and alcohol on the job and the influence of these substances on employees during working hours are inconsistent with this objective.

### **Section 2--Employee Assistance Program.**

The District shall provide an Employee Assistance Program (EAP). Unit members who think they have an alcohol- or drug-usage problem are urged to voluntarily seek confidential counseling through the EAP. Use of the EAP shall not be used for disciplinary purposes.

### **Section 3--Prohibited Acts.**

Unit members shall not be under the influence of or in possession of alcohol or drugs while on District property, at work locations, or while on duty or subject to be called to duty with the sole exception of those incidents arising from the course and scope of a Unit member's duty. Unit members shall not use such substances while they are subject to District duty, sell or provide drugs or alcohol to any other employee or to any person while such employee is on duty or subject to being called to duty, nor have their ability to work impaired as a result of the use of alcohol or drugs.

#### **Section 4--Testing.**

Any unit member reasonably believed to be using alcohol or drugs may be required to submit to physical or psychological examination and/or urine, blood, breath and/or other designated medical or chemical tests for evidence of drug and/or alcohol use. The cost of the tests shall be paid by the District. A chain of custody shall be maintained on each test sample. Urine samples shall be preserved for up to two (2) years. If the unit member's urine specimen tests positive for drugs, a second test shall be conducted using the Gas-Chromatography-Mass Spectrophotometry (GC-MS) method.

The laboratory selected to conduct the testing must meet or exceed the following professional standards:

- A. A forensic laboratory accredited by the College of American Pathologists.
- B. Adhere to the College of American Pathologists' guidelines.
- C. Membership in the California Association of Toxicologists.
- D. Participate in a voluntary proficiency screening of the California Association of Toxicologists.
- E. Have written procedures regarding equipment maintenance and toxicology testing.
- F. Maintain a maintenance log on all toxicology testing equipment.
- G. Make available a record of all laboratory employees and their qualifications.

Refusal to submit to the testing when reasonable suspicion exists shall constitute insubordination, which is cause for dismissal.

**Section 5--Reasonable Suspicion.**

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor or manager to suspect that a unit member is under the influence of drugs or alcohol so that the unit member's ability to perform the functions of the job is impaired or so that the unit member's ability to perform his/her job safely is reduced.

For example, any of the following, alone or in combination, may constitute reasonable suspicion:

- A. Slurred speech
- B. Alcohol odor on breath
- C. Unsteady walking and movement
- D. A traffic collision involving District property in conjunction with another factor in this Section 5
- E. Accident causing injury to any party involved in conjunction with another factor in this Section 5
- F. Unusual behavior that can be articulated
- G. Possession of alcohol or drugs outside course and scope of duty
- H. Information obtained from a reliable person with personal knowledge
- I. Failure to pass field sobriety test given due to reasonable suspicion under this Section

Anonymous information shall not constitute the sole basis for reasonable suspicion.

**Section 6--Discipline.**

A positive result from a drug and/or alcohol analysis may result in a disciplinary action, up to and including dismissal.

**Section 7--Rehabilitation.**

Depending upon the circumstances, and provided that the unit member has consented in writing to the testing, the District, in its sole discretion, may offer the unit member an opportunity to enter into a rehabilitation agreement prior to taking disciplinary action. Unit members entering a rehabilitation program in lieu of discipline shall be required to submit to random testing for up to one (1) year after completion of the program. Violation of the rehabilitation agreement shall be cause for disciplinary action, up to and including dismissal.

While receiving medical treatment for alcohol or drug abuse, the unit member shall be eligible to apply for sick leave and long-term sick leave benefits as provided for in Article XIII.

## **ARTICLE XX - CONCERTED ACTIVITIES**

### **Section 1--Association Obligations.**

It is agreed and understood that there will be no strike, work stoppage, slowdown, or any concerted action or other interference with the operations of the District by the POA or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other employee organizations to engage in such activity. POA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and the law and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slowdown, concerted action, or other interference with the operations of the District by unit members who are represented by POA, POA agrees, in good faith, to take all necessary steps to cause those unit member to cease such action.

### **Section 2--Breach of Agreement.**

It is understood that in the event Section 1 above is violated, this Agreement shall be breached and the District may elect to withdraw any rights, privileges, or services provided for herein from any unit members or POA.

### **Section 3--District Obligations.**

During the term of this Agreement or any extension thereof, the District agrees that it will not lock out its employees.

## **ARTICLE XXI - EFFECT OF AGREEMENT**

### **Section 1--Complete Understanding.**

POA and the District acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and POA, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether referred to or not in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the Parties at the time they negotiated or signed this Agreement.

### **Section 2--Classified Personnel Rules and Regulations.**

All current and future rules and regulations adopted by the Personnel Commission within the scope of meeting and negotiating shall not be applicable to unit members covered by this Agreement. Any personnel commission rules and regulations which are in direct conflict with any of the specific terms of this collective bargaining agreement shall not be applicable to unit members.

### **Section 3--Termination of the Merit System.**

If, during the term of this Agreement, the Personnel Commission is abolished, the District agrees to meet and negotiate with POA on matters within the scope of representation that have been governed by Personnel Rules and Regulations adopted by the Personnel

Commission.

**Section 4--Contract Waivers.**

Specific provisions of this Agreement may be waived by written agreement of POA and the District. Contract waivers shall not be deemed as a precedent, and shall not, under any circumstances, be used as a basis for extending the same consideration to other unit members.

## **ARTICLE XXII - SAVINGS**

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions will continue in full force and effect. In the event of suspension or invalidation of any Article or Section of this Agreement, the Parties agree to meet and negotiate on the issue at a mutually agreeable time and place after such determination.



## **ARTICLE XXIII - TERM OF AGREEMENT**

### **Section 1--Duration.**

Except as otherwise provided herein and in Section 2 below, this Agreement shall remain in full force and effect from July 1, 2018 through June 30, 2021. The District and the Association shall reopen negotiations in accordance with Article XXIII, Section 2, no later than April 2, 2021.

### **Section 2--Renegotiation of Wages and Benefits.**

No sooner than April 1 and no later than April 30 of each year, either Party may submit an initial proposal for renegotiation of wages as set forth in Section 1 of Article VI, and Benefits as set forth in Article VII. POA and the District each may submit one (1) additional Articles of this Agreement for renegotiation along with the wages for the annual salary and benefits renegotiations. The renegotiations shall promptly commence after public notification requirements of Government Code Section 3547 have been satisfied.

### **Section 3--Successor Negotiations.**

Preceding expiration of this Agreement, POA shall present its initial proposals.

### **Section 4--Amendment.**

This Agreement shall not be opened during the term of this Agreement except by specific reference in this Agreement or by specific written mutual consent of the Parties.

**APPENDIX "A"**

**San Bernardino City Unified School District**

**POA CLASSIFIED BARGAINING UNIT JOB TITLES AND SALARY RANGES AND**

**SALARY SCHEDULE**

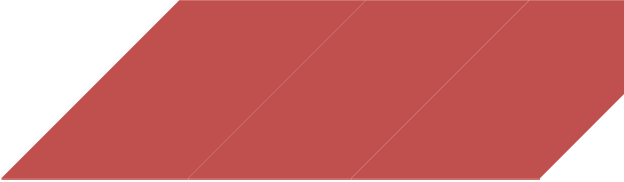
**EFFECTIVE JULY 1, 2016**

<b>Job</b>	<b>Job Titles</b>	<b>Salary Range</b>
00000000	SCHOOL POLICE OFFICER TRAINEE	1
00000518	BIL SCHOOL POLICE OFF.	2
00000486	SCHOOL POLICE OFFICER	2
	DETECTIVE	3

1	39a	21.57	22.44	23.34	24.27	25.25	26.24
2	44	25.73	26.77	27.84	28.94	30.12	31.32
2	44	25.73	26.77	27.84	28.94	30.12	31.32
3	46	27.84	28.94	30.12	31.32	32.58	33.87

**APPENDIX B**

**Holidays**




order to minimize any pay out

**APPENDIX "C"**

**San Bernardino City Unified School District**

**POA CLASSIFIED BARGAINING UNIT**

**RETIREE HEALTH CONTRIBUTION - SLIDING SCALE**

**EFFECTIVE JANUARY 1, 2019**

<b>Age at Retirement</b>	<b>No. of Years</b>	<b>Yearly Contribution</b>
<b>50</b>	<b>15</b>	<b>\$5,895.28</b>
<b>51</b>	<b>14</b>	<b>\$6,316.37</b>
<b>52</b>	<b>13</b>	<b>\$6,802.25</b>
<b>53</b>	<b>12</b>	<b>\$7,369.10</b>
<b>54</b>	<b>11</b>	<b>\$8,039.02</b>
<b>55 - 64</b>	<b>10</b>	<b>\$8,842.92</b>