

Agreement between

**The Butte-Glenn Community
College District**

and

**The Butte College Police
Officer's Association**

July 1, 2010 – June 30, 2013

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PARTIES TO THE AGREEMENT

This agreement is made and entered into by and between Butte-Glenn Community College District, hereafter referred to as “the District” and the Butte College Police Officer’s Association hereafter referred to as BCPOA or Association.

ARTICLE 1

RECOGNITION

The District formally confirms its recognition of the Association as the exclusive bargaining representative for all Butte-Glenn Community College District Police Officers.

- 1.1 Scope of Representation - The scope of representation shall be limited to matters as determined by the Public Employment Relations Board, hereinafter referred to as PERB, and provided by law. Nothing herein may be construed to limit the right of the District to consult with Butte College Police Officer's Association (BCPOA) on any matter outside the scope of representation. To the extent that any agreement arrived at through consultation is reduced to writing and embodied in this Agreement or any addendum to this Agreement, the provisions shall be binding on all parties.

ARTICLE 2

SEPARABILITY AND SAVINGS

- 2.1 If any provision of this Agreement is held to be invalid by a court of competent jurisdiction or a governmental administrative agency having authority over such provisions, such provision shall be inoperative, but all other provisions shall continue in full force and effect.
- 2.2 In the event that any Article or Section is held invalid, or enforcement of or compliance with any Article or Section has been restrained as set forth above, the parties affected thereby shall enter into negotiations, upon the request of BCPOA or the District, for the purposes of arriving at a mutual, satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 3

EFFECT OF AGREEMENT

- 3.1 This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 3.2 During the term of this Agreement, the District and BCPOA expressly waive and relinquish the right to bargain collectively on any matter:
 - 3.2.1 Whether or not specifically referred to or covered in this Agreement;
 - 3.2.2 Even though not within the knowledge or contemplation of either party at the time of negotiations;
 - 3.2.3 Even though during negotiations the matters were proposed and later withdrawn.
- 3.3 Such waiver does not preclude bargaining collectively for subsequent, new collective bargaining agreements during the term of this Agreement.

ARTICLE 4

PAST PRACTICES

- 4.1 The District shall not be bound by any requirement which is not expressly and explicitly stated in this Agreement. Specifically, but not exclusively, the Board of Trustees is not bound by any past practices of the District or understandings with any unit member or organization prior to this Agreement unless such past practices or understandings are specifically stated in the current Agreement.
- 4.2 This Agreement prevails over state and federal laws to the extent permitted by such laws.

ARTICLE 5

MAINTENANCE OF OPERATIONS

- 5.1 It is recognized that the need for continued and uninterrupted operation of the District is of paramount importance and that there should be no interference with such operations.
- 5.2 BCPOA agrees that neither the BCPOA nor any person acting in its behalf will cause, authorize, engage in, or sanction a strike, partial strike, sickout, or slowdown, against the District, nor a concerted failure to report for duty or perform duties.
- 5.3 Nothing contained in this Agreement shall be construed to restrict or limit the District in its right to seek and obtain such judicial relief as it may be entitled to have under law for any violation of this or any other Article; or to take such action as it deems necessary to discipline and/or discharge any unit member for violation of this Article. Unit members shall not be entitled to any wages, fringe benefits or leaves of absence, while engaged in any strike, work stoppage, or other interruption of work, or other activity described in Section 5.2 above.
- 5.4 During the term of this Agreement, the District, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of members of the unit.

ARTICLE 6

ASSOCIATION RIGHTS

- 6.1 Distribution of Materials – BCPOA may distribute organizational literature on District property, provided there is no interference with District business. No one shall be allowed to distribute materials in a manner which distracts employees while performing their duties. Duly authorized communications may be placed by the BCPOA in mailboxes of members of the bargaining unit. Such communications must be dated and bear BCPOA identification as the distributor.
- 6.2 Posting of Materials – Posting of organizational recruiting notices, posters or similar materials will be permitted only on bulletin boards or other mutually agreed upon campus areas. Space and time limitations may be invoked if necessary in accordance with present District policy.
- 6.3 Equipment Usage – BCPOA shall secure prior approval from the Chief of Police, with appropriate management approval, for the use of District equipment. BCPOA shall pay for its own supplies whenever the use of District equipment is approved. District requirements shall, at all times, have priority over that of the BCPOA. Any materials produced shall be solely at the expense of BCPOA.
- 6.4 Employee Organizations Contact Procedures
- 6.4.1 BCPOA shall provide the Human Resources Office and Chief of Police the name(s) of recognized employee organization representative(s) authorized to discuss organizational matters with District employees.
- 6.5 Released Time
- 6.5.1 Negotiations
- 6.5.1.1 A maximum of three (3) authorized unit members of the BCPOA negotiating team shall be released from their duties with no loss in compensation when negotiating sessions are scheduled during the hours that a team member is scheduled to work. Upon mutual consent, negotiating sessions may be scheduled or extended into non-working hours. There shall be no other compensation of any kind paid team members other than compensation for regular, scheduled work duties missed during scheduled meetings by and between the parties.
- 6.5.2 Grievance Processing
- 6.5.2.1 Paid released time shall be used by BCPOA representatives for grievance investigation or preparation only pursuant to Section 6.5.
- 6.5.2.2 BCPOA shall furnish to the Human Resources Office and Chief of Police annually, and update as required, a list of all officials and representatives authorized to act on BCPOA's behalf. The list shall show name, title, work station and nearest campus phone contact.
- 6.5.2.3 An authorized BCPOA official or representative appearing on a current furnished list shall be released from his/her regular work duties, with pay, when grievance resolution meetings are scheduled with management during the regular working hours of the official or representative.

6.6 Physical Examinations – The District agrees to provide, at District expense, a District-selected doctor for any medical examinations or test required by the District as a condition of employment.

6.7 Resignation from District Service

6.7.1 Any unit member who desires to resign from his/her employment with the District shall submit a letter of resignation to the Chief of Police. The Superintendent/President is authorized to accept any such letter of resignation on behalf of the Board.

6.8.2 Written resignations shall be deemed accepted by the Board and shall be binding upon receipt by the Superintendent/President. The last day of work for resigning employees shall be as specified in the employee's resignation or, if not specified, upon receipt. In no event shall the last day of work for a resigning employee be later than the close of the school year in which the resignation is received.

ARTICLE 7

MANAGEMENT RIGHTS

- 7.1 The District, on its own behalf and on behalf of the residents thereof, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities not specifically modified by the terms and conditions of this Agreement.

ARTICLE 8

LEAVES

8.1 Bereavement Leave

8.1.1 At the time of death of any member of a unit member's immediate family, the unit member shall be granted, without loss of salary or other benefits, leave of absence not to exceed three (3) working days or five (5) working days if out-of-state travel is required. Whenever a unit member has been named executor of the estate, or the travel one way exceeds 400 land miles, the five (5) days will be granted. Such absence will not be deducted from authorized absences or leaves.

8.1.2 "Member of the immediate family," as used in this Section, means the mother, father, grandmother, grandfather, or grandchild of the unit member or of the unit member's spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, , registered domestic partner, or any relative living in the immediate household of the unit member.

8.1.3 Bereavement leave shall not be granted during non-paid leaves of absence, holidays or Board-granted days off. Such leave may be granted during vacation pursuant to Section 8.9.6

8.2 Jury Duty

8.2.1 A unit member who is called for jury duty will be granted the necessary time off with pay to fulfill this obligation.

8.2.2 The unit member shall pay to the District any per diem fees paid by the court.

8.2.3 Request for jury duty should be made by presenting as soon as possible the official court summons to the unit member's immediate supervisor and to the District payroll office through regular administrative channels.

8.2.4 Unit members are required to return to work status during any day in which the jury services are not required or during any partial day on which jury services are not required.

8.2.5 The District may require verification of jury duty prior to, or subsequent to, providing compensation.

8.3 Personal Necessity Leave

8.3.1 During the fiscal year, a unit member may use upon the approval of the Chief of Police or appropriate management approval, a maximum of six (6) days (48 hours) of accrued paid sick leave for personal necessity leave.

8.3.2 Personal necessity leave shall be limited to circumstances that are serious in nature and that the unit member cannot reasonably be expected to disregard, that necessitate immediate attention, and that cannot be taken care of before or after work hours or on weekends, or upon other considerations approved by the Chief of Police or appropriate management approval.

- 8.3.3 Personal necessity leave may not be used for any of the following: attendance at or participation in functions which are primarily for the unit member's amusement, pleasure, personal convenience or religious observances; the extension of holidays or vacation periods; accompanying a spouse on a trip when such travel is not otherwise authorized by this Article; seeking or engaging in remunerative employment; engaging in a strike, demonstration, picketing, lobbying, rally, march, campaign, meeting, or any other activities related to work stoppage, concerted activity or political campaigning.
- 8.3.4 Requests for personal necessity leave shall be submitted, on forms prepared by the Human Resources Office, to the Chief of Police or appropriate management approval at least five (5) working days in advance of the effective dates of leave. In those instances where advance notice is not possible or practical as determined by the Chief of Police or appropriate management, requests shall be submitted as early as possible and not later than three (3) working days following the unit member's return to duty. In requesting personal necessity leaves, the unit member shall state dates of the absence, specific reasons for the request and an acceptable statement that the action or activity could not be accomplished during non-working periods.
- 8.3.5 Personal necessity leave shall not be granted during a leave of absence, a scheduled vacation, holidays or Board-granted days off.

8.4 Educational Conference/In-Service Training Leave

8.4.1 Upon application, the Chief of Police or appropriate management authorization, may grant a unit member leave with pay (unless otherwise stipulated prior to attendance) for educational conference or in-service training which, in the sole discretion of management, will improve District operations or the ability of the unit member to more effectively perform his/her duties.

8.4.2 Compensation for Professional Growth

8.4.2.1 Course work or appropriate in-service training completed by a unit member totaling three (3) semester units shall be compensated for by a one-time payment of seventy-five dollars (\$75.00) per semester, providing that training has been deemed appropriate to the unit member's job category and approved by the Chief of Police, with appropriate management authorization.

8.4.2.2 A unit member enrolled in an appropriate course for professional growth at Butte College shall be entitled to exemption from payment of registration fees for that course.

8.4.2.3 A unit member who desires to enroll in a course during his/her regular working hours may do so with the prior approval of the Chief of Police or appropriate management authorization, providing that any time used for such purpose is made up in a manner approved by the Chief of Police and the course has been approved for professional growth following the procedure in Section 8.4.2.1.

8.4.2.4 A copy of the approved procedures and application form are available upon request to the Human Resources Office.

8.5 Industrial Accident or Illness Leave

- 8.5.1 Unit members shall receive sixty (60) days (480 hours) leave with pay in any one (1) fiscal year for an industrial accident or illness. An industrial accident or illness is defined as one where all of the following occur: (1) the unit member becomes ill or is injured while he/she is serving the District, (2) the accident or illness is reported to administration in accordance with regulations and (3) administration accepts responsibility for the treatment of the unit member.
- 8.5.2 Industrial accident or illness leave will commence on the first (1st) day of absence. Allowable leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 8.5.3 Payment for wages lost on any day shall not, when added to an award granted the unit member under the workers' compensation laws of this state, exceed the normal wage for the day. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.
- 8.5.4 The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Section 88191 of the Education Code. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if a unit member is receiving workers' compensation he/she shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensating time, vacation or other available leave, which, when added to the workers' compensation award, provide for a full day's wage or salary.
- 8.5.5 Periods of industrial accident or illness leave of absence, paid or unpaid, shall not be considered to be a break in service of the unit member.
- 8.5.6 During all paid leaves of absence, whether industrial accident leave as provided in this Section, sick leave, vacation, compensated time off or other available leave provided by law or the action of the Board, the unit member shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this state. The District, in turn, shall issue the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be only in accordance with this Section.
- 8.5.7 When all available leaves of absence, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations. A unit member who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed. The Board shall require certification by the attending physician that the unit member is medically able to return to and perform the duties of his/her position.

8.5.8 Any unit member receiving benefits provided in this Section shall, during period of injury or illness, remain within the State of California unless the Board or designee authorizes travel outside the state and remain ready to report to modified duty during any District recognized workday at the request of the District and with appropriate medical clearance, and shall call the designated District authority no later than one-half (1/2) hour after the start of the workday for possible modified assignment.

8.6 Sick Leave

8.6.1 Unit members employed five (5) days a week shall be entitled to twelve (12) days (96 hours) leave of absence for illness or injury with full pay for a fiscal year of service. This entitlement shall be credited at the commencement of employment or at the start of each succeeding fiscal year (July 1) to full-time unit members. Unit members with fractional assignments shall receive proportionate leave entitlement.

8.6.2 Unit members employed five (5) days a week for less than a full fiscal year are entitled to that proportion of twelve (12) days (96 hours) leave of absence for illness or injury as the number of months they are employed bears to twelve (12).

8.6.3 Unit members employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days (96 hours) leave of absence for illness or injury as the number of days they are employed per week bears to five (5). When unit members are employed for less than a full fiscal year of service this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

8.6.4 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day. Credit for leave of absence need not be accrued prior to taking such leave by the unit member and such leave of absence may be taken at any time during the year. New unit members of the District shall not be eligible to take more than six (6) days (48 hours), or the proportionate amount to which they may be entitled under this policy, until the first (1st) day of the calendar month after completion of six (6) complete months of active service with the District.

8.6.5 If the unit member does not take the full amount of leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year. Unused cumulative sick leave will be cancelled when employment with the District is terminated and will not be compensated for in terminal pay. A unit member may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5, if applicable, or its successor if the unit member is filing a request for retirement.

8.6.6 Sick leave may be used for medical purposes only. Such leave shall be reasonably scheduled so as to interfere as little as possible with the operations of the District and shall be of reasonable duration.

8.6.7 Any unit member utilizing sick leave benefits under provisions of this article shall provide the District with a signed absence report upon return to work. If absent three (3) or more consecutive days, or more than six (6) consecutive or non-consecutive days within any sixty (60) day period ("day" as defined in 15.4.1), the unit member shall upon request provide the Chief of Police with a written statement from a physician verifying the necessity of such absence. Failure to provide medical verification may result in a loss of salary for unauthorized absence from work and may in addition result in further

discipline up to and including dismissal. Notwithstanding the other provisions of this section, the Chief of Police may require unit members to provide medical verification of illness at any time when the District has reason to believe that sick leave usage is being abused.

- 8.6.8 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, are for all job-related purposes temporary disabilities and shall be treated as a condition of illness. A unit member may charge doctor's appointments for pregnancy against accrued paid sick leave.
- 8.6.9 Unit members must be in active employment or on paid leave for more than fifty percent (50%) of the month to earn one (1) day sick leave per month. Members on extended illness leave are eligible to earn or use paid sick leave. Sick leave may be applied only on those days when the unit member is expected to report for duty.
- 8.6.10 Where a unit member is separated prior to rendering a complete fiscal year of service, the sick leave entitlement for the partial year shall be that proportion of twelve (12) days leave as the number of months in the fiscal year he/she was employed bears to twelve (12).
- 8.6.11 Whenever a former unit member is reemployed within a twelve (12) month period following his/her termination date of former services, unused paid sick leave from the prior period of employment shall be reinstated.
- 8.6.12 A unit member who has been employed for a period of one calendar year or more as a classified employee by another public California school district and who accepts employment with Butte College within one (1) year of termination with the former district, may have transferred all illness absence credit (sick leave) accumulated with the former district, unless the service in the former district was terminated for cause.
- 8.6.13 Optional Leave Conversion – Unit members must notify Payroll by July 1 of each fiscal year if they wish to participate in leave conversion. Two days vacation will be added annually for zero sick leave use in the fiscal year. One day will be added annually if only one sick leave day is taken in the fiscal year. Vacation days added in this provision will be deducted from sick leave. To participate in this conversion the unit member must have been employed by the District in his/her current position for each of the twelve (12) months preceding the request.

8.7 Benefit Protection Program (BPP)

- 8.7.1 The parties agree that the BPP shall be continued to assist unit members who suffer a long-term illness.
- 8.7.2 All unit members may voluntarily participate in the BPP by contributing one day of sick leave during the first month of a unit member's employment by the District. The opportunity to participate in or join the BPP shall not be available to unit members except at the time stated above except that unit members who are not members of the program may join only during the month of July annually.
- 8.7.3 Whenever the BPP becomes depleted, each participating unit member will be taxed one (1) additional day from his/her accumulated sick leave to restock the program. Sick leave days placed in the program by participating unit member:

- a. May not subsequently be withdrawn from the BPP except to pay health and dental insurance premiums; (see Section 8.7.7)
 - b. May not be transferred to another District should that unit member obtain employment elsewhere;
 - c. May only be used by unit members employed by the District at the time withdrawal is made;
 - d. May not be withdrawn at the time of retirement
- 8.7.4 A unit member may withdraw from participation in the program at any time by notifying the Association Committee of such withdrawal; however, any days contributed previously may not be withdrawn.
- 8.7.5 The program shall be administered by BCPOA during non-duty hours.
- 8.7.6 Eligibility to use BPP days requires that a participating unit member be in an unpaid leave status and must have:
- a. Exhausted his/her personal sick leave days;
 - b. Been absent without full pay for five (5) additional consecutive work days;
 - c. Exhausted his/her earned vacation days.
- 8.7.7 The BPP shall only be used to pay health and dental insurance premiums for eligible members. It cannot be drawn upon until after the District's liability to pay the health and dental insurance premiums has both contractually and lawfully expired.
- 8.7.8 There shall be a maximum number of ten (10) withdrawal days per unit member per request. Additional withdrawal days will be considered upon further request by the unit member.
- 8.7.9 A unit member using BPP days shall not have to replace those days except as a regular contributing member to the program.
- 8.7.10 Applications for participants to join the program and to use BPP days shall be prepared by the BCPOA.
- 8.7.11 The program shall continue from year to year.
- 8.7.12 The District will contribute one day for every ten days contributed by the unit members.

8.8 Holiday Leaves

- 8.8.1 Scheduled Holidays – The District agrees to provide all unit members with the following paid holidays.
- a. New Year's Day
 - b. Martin Luther King Day
 - c. Memorial Day
 - d. Independence Day
 - e. Labor Day

- f. Admissions Day, Lincoln's Day and Washington's Day shall be granted and the dates set by the District for taking each holiday under this Agreement. The dates set for these holidays shall be established by the academic calendar. These holidays will fall on a Friday or a Monday as long as it is not in derogation of State law.
- g. Veteran's Day
- h. Thanksgiving Day and the day following Thanksgiving.
- i. Christmas Day
- j. Unit members shall be provided during the winter recess period, a minimum of three (3) working days as holidays in addition to Christmas and New Year's Day. The designation of these days shall be fixed by the District. Any exceptions shall be approved by the Vice President of Administration prior to December 1st.
- k. Unit members will receive two (2) additional paid holidays annually. These holidays will be determined by management based on the college Academic Calendar; they may vary by department where necessary for District operations. If due to District operations a department is unable to observe the floating holidays on the designated dates, the Chief of Police or appropriate management personnel shall schedule two alternate dates. The floating holidays must be observed no later than June 30th of the Academic Calendar.

8.8.2 Holidays on Saturday or Sunday – If a holiday falls on Sunday, the following Monday shall be deemed a holiday. If a holiday falls on Saturday, the preceding Friday shall be deemed a holiday.

8.8.3 Should a holiday, as enumerated above, or any other day designated by the Board as a public holiday occur while a unit member is absent from work because of sick leave, vacation or any other paid leave of absence, the holiday shall be considered as time worked and shall not be deducted from his/her other paid leave of absence.

8.8.4 Premium Holiday Pay - A unit member required by his/her supervisor to work on a holiday shall receive time and a half pay in addition to his/her regular day's pay for work on the holiday. If the unit member does work and is paid overtime on a holiday, he/she shall not receive an additional day off.

8.8.5 Where a holiday falls on a non-work day for a unit member working other than Monday through Friday and the holiday is one of those enumerated above, the unit member is entitled an additional day off with pay.

8.8.6 Additional Holidays – Every day declared by the President or Governor of this State as a public fast, mourning, thanksgiving, or holiday, or any day declared a holiday by the Governing Board shall be a paid holiday for all unit members.

8.9 Vacation

8.9.1 Unit members are entitled to vacation allowance with pay. Vacation entitlement shall be established as the first day of the month of employment if employed between the first (1st) and fifteenth (15th) calendar date of that month or the first (1st) of the following month if employed on or after the sixteenth (16th) calendar date of the month.

8.9.2 Rate of Accumulation – Accumulation totals include one additional day for employee's birthday. Unit members shall earn vacation at the following rate:

Years		Completion_of	Days*/(Hours)
From	To		
0	-	5	11/(88)
6	-	10	16/(128)
11	-	14	21/(168)
15 +	-	thereafter	23/(184)

*1day =8 hours

- 8.9.3 A unit member must work or be on paid leave of absence in order to earn full vacation leave for that month. A unit member in a paid status for less than a month shall accrue vacation at the ratio calculated for each hour of paid service as his/her allowance would be on a regular work basis.
- 8.9.4 Unit members working less than full-time shall be entitled vacation allowance at the same ratio as their work schedule bears to the allowance of the full-time unit member.
- 8.9.5 Any paid holiday to which a unit member is entitled shall not be charged as a day of vacation.
- 8.9.6 Interruption of Vacation – A unit member shall be permitted to interrupt or terminate vacation leave in order to begin bereavement leave, critical family illness or accident leave, sick leave, or attending court when subpoenaed, without a return to active service, provided the unit member supplies death certificates or doctor statements, and other supporting information regarding the basis for such interruption or termination.
- 8.9.7 Vacation leave may be used to extend sick leave when necessary.
- 8.9.8 All vacation leave must be approved by the Chief of Police, with appropriate management authorization, at the convenience of the District so as to disrupt work schedules as little as possible. Members with the most District seniority in each work area under the same supervisor in the District will be given priority in the selection of vacation times. If seniority is equal, the selection will be determined by lot.
- 8.9.9 Vacation leave may, with the approval of the Chief of Police or appropriate management authorization, be taken at any time during the school year after it has been earned. If the unit member is not permitted to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year. In no case, however, may a unit member accrue more than 400 hours vacation.
- 8.9.10 No unit member may normally take vacation leave in excess of twenty (20) consecutive working days without having scheduled the leave at least six (6) months in advance or receiving approval of the Chief of Police or appropriate management authorization.
- 8.9.11 If a unit member is separated from the District, he/she shall be compensated for accrued vacation hours at his/her current salary rate.
- 8.9.12 Any unit member with a work year of less than ten (10) months may be paid for the annual vacation days earned but not taken during his/her work year. The unit member shall notify the Chief of Police in writing, of his/her decision to be paid for unused

vacation days. The notification shall be given to the Chief of Police no later than the last scheduled duty day of the unit member's work year.

- 8.9.13 Optional Leave Conversion – Unit members must notify Payroll by July 1 of each fiscal year if they wish to participate in leave conversion. Two days vacation will be added annually for zero sick leave use in the fiscal year. One day will be added annually if only one sick leave day is taken in the fiscal year. Vacation days added in this provision will be deducted from sick leave. To participate in this conversion the unit member must have been employed by the District in his/her current position for each of the twelve (12) months preceding the request.
- 8.10 Short-Term (Temporary) Leave for Military Duty or Active Training
- 8.10.1 Permanent unit members or probationary unit members whose District service and recent military service total one full year may be granted a short-term leave for the period of ordered, active duty providing it does not exceed 180 calendar days including time involved in going to and returning from such duty.
- 8.10.2 A unit member who takes short-term (temporary) military leave shall be entitled to receive salary for the first thirty (30) days of absence for active military duty or training in one (1) fiscal year.
- 8.11 Long-Term Military Leaves – Military leave without pay may be granted to a permanent unit member for a period of one (1) year and extended as needed; however, such leave shall not continue more than one (1) year beyond the date such military service becomes voluntary on the part of the unit member.
- 8.12 Peace Corps Leave - The Board, in its discretion, may grant a permanent unit member who becomes a Peace Corps volunteer a leave without pay for the period of his/her service in the Peace Corps.
- 8.13 Personal Business Leave
- 8.13.1 Each unit member shall be granted time off with pay not to exceed one (1) day (8 hours) per year, based upon the hours of his/her normal working day, to resolve matters of personal business which require attention during working hours and cannot be resolved during non-working hours.
- 8.13.2 Absence credit for personal business does not accrue.
- 8.13.3 Personal business leave may not be used for any of the reasons stated in Article 8.3.
- 8.13.4 Application for personal business leave shall be made to the Chief of Police at least twenty-four (24) hours before the leave is to begin, unless the reason for the leave is beyond prediction.
- 8.14 Maternity Leave – The Board, in its discretion, may grant a permanent unit member a maximum of one (1) year unpaid maternity leave.
- 8.15 Child Care Leave – The Board, in its discretion, may grant a permanent unit member a maximum of one (1) year unpaid child care leave.

- 8.16 Personal Leave – The Board, in its discretion, may grant a personal leave without pay for a specified period of time not to exceed one (1) year to a permanent unit member who has used all entitled vacation time and who must be absent from work because of pressing personal reasons. A personal leave of less than one (1) year may be extended upon approval of the Board to include one (1) full year of total leave time.
- 8.17 General Leaves – When no other leaves are available, the Board, in its discretion, may grant a leave of absence to a unit member on a paid or unpaid basis at any time upon any terms acceptable to the District and the unit member.
- 8.18 Required Court Appearance
- 8.18.1 A unit member who is subpoenaed to appear in court will be granted the necessary time off with pay to fulfill this obligation under the following conditions:
- a. Subpoenaed or requested by the Vice President for Administration to appear on the behalf of the District in a matter involving the District;
 - b. Subpoenaed to testify in any matter not concerning the District.
- 8.18.2 The unit member shall pay to the District any fee received for appearance as a witness.
- 8.18.3 Request for court appearance should be made by presenting, as soon as possible, the official court summons to the unit member’s immediate supervisor and to the District payroll office through regular administrative channels.
- 8.18.4 Unit members are required to return to work during any day or partial day in which a court appearance is not required.
- 8.18.5 The District may require verification of court appearance prior to, or subsequent to, providing compensation.
- 8.19 Critical Family Illness or Accident
- 8.19.1 Regardless of the number of critical accidents or illnesses, a maximum of three (3) total days per year with pay shall be granted in the case of critical illness or accident to a member of the unit member’s immediate family. Immediate family is defined as in Bereavement Leave (8.1). Such absence will not be deducted from authorized absences or leaves. The exception to “immediate family” allowed under Section 8.1.2 shall not apply to justify critical family illness or accident leave, but the unit member could apply personal necessity leave.
- 8.19.2 Critical family illness or accident leave shall not be granted during non-paid leaves of absence, holidays or Board-granted days off.
- 8.19.3 Critical family illness leave does not accrue from year to year.
- 8.20 Family Medical Leave
- 8.20.1 The District shall provide unit members with family medical leave for purposes of either his/her own serious illness or for the serious illness of a spouse, child, or parent. In addition, unit members shall have access to family medical leave for occurrences of the birth or adoption of a child.

8.20.2 Family medical leave is an unpaid leave of absence during which insurance programs shall continue and the unit member shall have return rights to his/her same or similar position at the end of the leave. Family medical leave can include intermittent, reduced hours, or other modified duty assignment. Unit members shall first attempt to arrange a modified leave with the Chief of Police before requesting full leave of absence.

8.20.3 A family medical leave shall not exceed twelve (12) weeks during any twelve (12) month period. In the case of his/her own serious illness, the unit member must first exhaust his/her sick leave and the family medical leave shall run concurrent with any differential pay granted by the Education Code.

8.20.4 Family medical leave request forms are obtained from the Human Resources Office.

8.21 Break in Service

8.21.1 No absence under any paid leave provisions of this Article shall be considered as a break in service for any unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

8.21.2 No period of unpaid illness, industrial accident or military leave of less than twelve (12) work weeks in any year of service shall be considered a break in service for the purpose of earning seniority under this Agreement. However, the unit member will not accrue vacation, sick leave, holidays or other leave benefits during this period except where required by law.

ARTICLE 9

INSURANCE PROGRAMS

9.1 Insurance Programs (General)

9.1.1 All insurance programs are subject to carrier requirements including but not limited to enrollment eligibility and processing of claims.

9.1.2 Insurance programs listed herein shall continue during leaves with pay.

9.1.3 Insurance programs listed herein shall not continue during leaves without pay, except where required by law. Unit members at their option may continue the health, dental, vision, income protection, and life insurance programs by paying full District and member premium amounts in the manner prescribed by the District. Continuance in insurance programs while on an unpaid leave is subject to carrier requirements.

9.1.4 Insurance programs listed herein shall not continue after layoff, termination, resignation or retirement except as specifically provided by this Agreement or required by the expressed terms of the insurance policy or by law.

9.2 The District shall maintain, in participation with unit members and eligible dependents, the same health, dental (including orthodontia), vision, and life insurance plans offered to BCEA.

9.2.1 For the term of this Agreement the cap for benefits will be the same as determined for BCEA.

9.3 The District shall provide a maximum of .95/\$100 of insured salary towards income protection for unit members.

9.4 Part-Time Unit Members – Unit members working less than fifty percent (50%) of full-time shall be entitled to premium payments for health, dental, vision, income protection and life insurance programs by the District pro-rated at the same ratio as their regular work schedule bears to full-time service, any balance due insurance carriers to be paid by the unit member from payroll deductions.

9.4.1 Unit members working sixty percent (60%) or less of full-time (60% is defined as 24 hours per week – 40 hours x 60% = 24) shall be entitled to premium payments for health, dental, vision, income protection and life insurance programs by the District pro-rated at the same ratio as their regular work schedule bears to full-time service, any balance due insurance carriers to be paid by the unit member from payroll deductions. The above shall apply only to unit members employed after July 1, 1987.

9.4.2 If eligible, unit members may apply for the 60% or less positions referenced in 9.4.1 above.

9.5 Retiree Medical Benefits

- 9.5.1 A unit member is eligible for early retirement when he/she reaches fifty-five (55) years of age if he/she has served at least ten (10) years of continuous full-time service with the District.
- 9.5.2 The District shall pay the health plan premium of unit members electing early retirement under the provisions of Section 9.5.1, subject to the following limitations:
 - 9.5.2.1 To allow the District to continue this benefit up to and after age 65, on the date a unit member becomes eligible for Medi-Cal and Medi-Care, Plans A and B, he/she shall be required to sign up for the above plan.
- 9.5.3 A unit member who has been granted early retirement benefits by fulfilling the requirements of Sections 9.5.1 and 9.5.2 above and who subsequently obtains employment outside the District with an employer that provides medical insurance shall be required to terminate the medical insurance provided by the District under the above-mentioned conditions.
- 9.5.4 Employees hired after July 1, 1987 shall be eligible for participation in 9.5 only if they qualify under 9.5.1. If they qualify under 9.5.1 they will be eligible for the benefits in 9.5 only to age 65 or the date upon which they qualify for Medi-Cal and Medi-Care benefits.

ARTICLE 10

DISPUTE SETTLEMENT

10.1 Grievance

10.1.1 Purpose and Scope

- 10.1.1.1 A grievance shall mean that there has been an alleged misinterpretation, misapplication or a violation of matters relating to wages, hours of employment, health and welfare benefits, leave and transfer policies, safety conditions of employment, or procedures to be used from the evaluation of employees, as contained in negotiated agreements or Board policy.
- 10.1.1.2 A grievant is an employee adversely affected by the alleged misinterpretation, misapplication or violation.
- 10.1.1.3 The failure of the employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal. A manager's failure to give a decision within the time limits shall permit the employee to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- 10.1.1.4 An investigation or other handling or processing of any grievance shall be conducted as to result in minimal interference with, or interruption of, related work activities.
- 10.1.1.5 Representation – The employee shall be entitled to representation of his/her choice at all complaint meetings beyond Step 1(10.1.2.1). The complainant shall notify the Chief of Police in writing of the name and title of the representative at least two hours prior to the meeting.

10.1.2 Procedures

- 10.1.2.1 First Step – An attempt shall be made to resolve any grievance in informal verbal discussion between the employee and his/her immediate supervisor.
- 10.1.2.2 Second Step – If the grievance cannot be resolved informally, the employee shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the supervisor and the Chief of Police. The written grievance shall state the nature of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within twenty (20) calendar days from the date of the occurrence of the event giving rise to the grievance. The manager shall make a decision on the grievance and communicate it in writing to the employee within ten (10) working days after receipt of the grievance.
- 10.1.2.3 Third Step – In the event the grievance has not been satisfactorily resolved at the second step, the employee shall file, within ten (10) calendar days of the Chief of Police's written decision at the second step, a copy of the grievance with the Vice President of Administrative Services. Within ten (10) working days after such written grievance is filed, the employee and the Vice President of Administration shall meet to discuss the grievance. The Vice President of

Administration shall file an answer within ten (10) working days of the third step grievance meeting and communicate it in writing to the employee and the supervisor.

- 10.1.2.4 Fourth Step – In the event that the grievance has not been satisfactorily resolved at the third step, the employee shall file, within thirty (30) days of the written decision of the Vice President of Administration , a request with the Administrative Assistant to the President, to proceed to the fourth step—a hearing before a Hearing Officer.

The Hearing Officer will be selected as follows:

10.1.2.4.1 With the concurrence of the unit member, the Superintendent/President may either serve as the Hearing Officer or designate another person who need not be an employee of the District to serve.

10.1.2.4.2 If the employee and the Superintendent/President are unable to agree on a Hearing Officer within the five (5) working day period from the third step appeal, then the employee may request an Arbitrator chosen from a list of five (5) names requested jointly by the Superintendent/President and the unit member from the State Mediation and Conciliation Service. The employee shall strike from the list the name of one candidate; then the Superintendent/President shall strike the name of one candidate; the names will be stricken in this manner until the name of one candidate remains, who shall be the Hearing Officer. The Hearing Officer shall conduct a hearing within either thirty (30) days of the receipt of the written appeal of the third step decision or thirty (30) days of agreement on the Hearing Officer or as soon thereafter as available. The Hearing Officer shall notify the Superintendent/President of his/her advisory decision within ten (10) days of such hearing. Within ten (10) days of the receipt of this written advisory decision by the Superintendent/President, the Superintendent/President will render a final written decision setting forth the reasons for such decision. The timeline set forth in this paragraph may be waived by mutual written agreement of both parties.

10.1.2.4.3 The cost of the Hearing Officer including any transcripts will be equally paid by both parties.

10.2 Effect of Settlement

Any settlement under this grievance procedure shall be applicable to this complaint procedure only, and shall not be binding authority for the disposition of any other matter. Resolution of complaints at any step in the procedure must be signed by the complainant and appropriate District official to be considered resolved.

ARTICLE 11

SALARY

- 11.1 Salary Schedule – The monthly salary amount shall be in accordance with the salary schedule attached hereto as Appendix A and incorporated herein by reference.
- 11.1.1 For the term of this Agreement the salary schedule shall be increased by the same percent granted to BCEA.
- 11.2 Step Increments – The District shall provide to all unit members attaining eligibility all salary step increments as shown on the salary schedules provided there is no unsatisfactory performance evaluation.
- 11.3 Longevity – Longevity is calculated from the date of hire.
- 11.3.1 Seven (7) full years to fifteen (15) full years, base salary plus three percent (3%).
- 11.3.2 Fifteen (15) full years and over, base salary plus five percent (5%).
- 11.3.3 Eligibility for a longevity increment will not be affected by salary adjustments made for other reasons (reclassification/promotion).
- 11.4 POST Certification Incentive
- 11.4.1 Possession of POST Intermediate Certification, base salary plus two percent (2%).
- 11.4.2 Possession of POST Advanced Certification, base salary plus two percent (2%).
- 11.5 Promotion
- 11.5.1 When a unit member is promoted under the provisions of Article 14, Promotion/Demotion, the unit member shall be placed on the step of the promotional range according to the below criteria:
- a. Placement will be at the nearest step which provides at least five percent (5%) increase above the unit member's previous placement, or
 - b. Placement will be at Step E with earned longevity increment (11.3) (if qualified) if the promotional range does not allow for at least a five percent (5%) increase above the unit member's previous employment.
- 11.6 Uniform Maintenance
- 11.6.1 The annual uniform allowance will be \$1,000 paid as salary with the July pay warrant.
- 11.6.2 The District will replace any required uniform or equipment item damaged in the line of duty and not as a result of carelessness or neglect:
- a. Each request for replacement will be examined on a case-by-case basis by the Chief of Police.
 - b. The cost of replacement for an individual item will not exceed \$150. Items costing in excess of \$150 will be considered for replacement by the Chief of Police.
- 11.6.3 Officers shall utilize the stipend for purchase and maintenance of required uniform and equipment. Unit members shall adhere to department uniform and equipment standards.

ARTICLE 12

TRANSFERS/REASSIGNMENTS

12.1 Definitions

12.1.1 Reassignment – A reassignment is a change at the same site either (1) from one work station to another without a change in classification or (2) from one classification to another with the same salary range. A change in hours, work schedule or shift is not a reassignment, but is covered under Article 15, Hours and Overtime.

12.1.2 Site – A site is defined as the Butte College main campus or any of its off-campus centers.

12.1.3 Vacancy – A vacancy is an unfilled position in the bargaining unit which the Board desires to maintain and which is not being filled.

12.1.4 Work Station – A work station is the area (office, bus route, campus, etc.) in which a unit member performs his/her regularly assigned duties.

12.2 Voluntary Transfers and Reassignments

12.2.1 A unit member may at any time submit a request to the Chief of Police for transfer or reassignment. The District may, in its discretion, train, retrain, or grant voluntary transfers when vacancies within the bargaining unit exist.

12.2.2 The Chief of Police shall maintain a list of persons requesting transfer or reassignment. Names will be removed from the list after a one-year period unless the unit member resubmits his/her request for transfer or reassignment.

12.2.3 Whenever a vacancy exists in a position within the bargaining unit, the Human Resources Office shall cause to be posted information regarding the vacancy on the appropriate bulletin boards. Notice of all such vacancies shall be posted for not less than five (5) working days prior to the position being filled.

12.2.4 The Human Resources Office shall determine the eligibility of candidates, including those who have requested transfer or reassignment, and shall provide the management employee in the area in which there is a vacancy with a list of the candidates.

12.2.5 A probationary unit member is not eligible to request voluntary transfer or reassignment except under unusual circumstances and with the concurrence of the Chief of Police with appropriate management authorization.

12.2.6 Unit members exercising bumping rights, voluntary demotion in lieu of layoff, or reemployment rights after layoff may be given preference over unit members applying for voluntary transfer or reassignment.

12.2.7 The District reserves the right to make the final selection from eligible candidates to fill any vacancy.

12.3 Salary Placement Upon Permanent Transfer or Reassignment – When a unit member permanently transfers or is reassigned to another position in the same salary range as his/her present placement, the unit member will continue to be paid at his/her currently assigned salary.

- 12.4 Temporary Medical Transfer – At the sole discretion of the District, alternate work may be assigned to a unit member who has become medically unable to satisfactorily perform his/her regular job duties. The determination of medical inability shall be provided by a duly authorized physician selected by the District upon request of either the unit member or the Vice President of Administration.

ARTICLE 13

EMPLOYEE RIGHTS

13.1 Public Safety Officers Procedural Bill of Rights: Unit members possess all the procedural rights accorded public safety officers when they are subject to investigation or discipline. (Appendix B)

13.2 Personnel Files

13.2.1 The official personnel file of each employee shall be maintained at the District's Office of Human Resources. Files kept by an immediate supervisor of any unit member shall not contain material(s) that is not also in the official personnel file (that would serve as a basis for affecting the status of that unit member's continued employment).

13.2.2 Information of a derogatory nature shall not be entered or filed in the official file unless and until the employee is given notice and an opportunity to review and comment. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response within ten (10) work days. The allowed release time to prepare the written response shall not exceed two working days. The written response shall be attached to the material in the official file.

13.2.3 An employee shall have the right at any reasonable time, without loss of pay, to examine and/or obtain copies of releasable material from the employee's personnel file. Such material is not to include ratings, reports, or records which were (1) obtained prior to the employment of the employee involved; (2) were prepared by identifiable screening committee members; or (3) were obtained in connection with a promotional examination.

13.2.4 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. The District shall keep a log indicating the persons (other than persons whose duty is to maintain the files) who have examined a personnel file, as well as the date such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee or his/her representative, if authorized in writing by the employee. The log shall be maintained in the employee's personnel file.

13.2.5 Any person who places written material in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

13.3 Evaluation

13.3.1 Evaluation materials shall only be placed in the official personnel file after an opportunity for discussion between the employee and the evaluator has been provided. Negative evaluations shall include specific recommendations, when appropriate, for improvement and provisions for assisting the employee in implementing any recommendations if the employee's performance can be remediated.

13.3.2 Probationary Period – All unit members shall serve an initial probationary period of twelve (12) months. All promoted, reassigned or transferred unit members will serve an additional probationary period of twelve (12) months in the new classification.

13.3.3 Every probationary employee shall be evaluated by the employee's immediate supervisor, in writing, before the one-year probationary period has ended:

13.3.3.1 The first (1st) written evaluation shall be completed and discussed with every probationary employee at the end of the fourth (4th) month of the probationary period.

13.3.3.2 The second (2nd) written evaluation shall be completed and discussed with the employee at the end of the eighth (8th) month of the probationary period.

13.3.3.3 The third (3rd) written evaluation shall be completed and discussed just prior to the twelfth (12th) month of the probationary period.

13.3.4 Permanent unit members shall be evaluated annually by the immediate supervisor.

13.3.5 If the unit member being evaluated feels that the evaluation is not accurate or fair in its findings and recommendation, the unit member may write a written response within ten (10) days and have that written response attached to the evaluation in the official file.

13.3.6 Employees are required to sign all formal written evaluations. Employees are not signing that they agree with the evaluation, but rather that they have seen the evaluation. Employees are to receive a copy of their evaluation and the original is to be placed in the employee's personnel file.

13.4 Performance Appraisal – Forms

13.4.1 Forms used for evaluation shall be those approved by the District.

13.5 Seniority

13.5.1 District seniority shall mean the length of service from the last continuous date of hire with the District, subject to Article 8, Section 8.20.2 and Section 8.20.3.

ARTICLE 14

PROMOTION/DEMOTION

14.1 Definitions

14.1.1. Promotion – A promotion is a movement from one class to another class assigned to a higher salary range.

14.1.2 Demotion – A demotion is a downward movement of a unit member from one class and/or step to a lower class and/or step which involves a reduction in pay based on the District-approved salary schedule.

14.1.3 Vacancy – The definition of vacancy set forth in Article 12, Section 12.1.3, is applicable to this Article.

14.2 Promotion

14.2.1 Unit members may apply for any announced vacancies. An in-house applicant must satisfy the minimum qualifications announced for a position and follow the same application procedure required for all other applicants. A unit member accepting a promotion becomes probationary for a period of twelve (12) months in the new position.

14.2.2 Unit members who make timely application for a promotional opportunity under Section 14.2.1 and whose training, ability and District evaluations demonstrate that they are qualified for such promotion shall be given consideration for promotion and the opportunity for an interview for the position.

14.2.3 When vacancies occur, notices shall be published and shall be distributed to BCPOA and all divisions and departments. They shall be posted on appropriate bulletin boards with a statement of the qualifications necessary, a description of the job and the deadline date for applying. Openings shall be announced for a minimum of five (5) days before the deadline date.

14.2.4 A permanent unit member who acquires probationary status as a result of promotion shall retain permanent status in his/her former classification until completion of a twelve (12) month probationary period in the new classification. At any time during the probationary period, the unit member may be returned to his/her former classification at the discretion of the Vice President of Administration

14.2.5 Salary Placement – A unit member who accepts a promotional move shall be placed upon the appropriate salary range at a step assuring a minimum of five percent (5%) increase in salary. If a unit member, prior to promotion, would have received an annual increment within the next six (6) month period had he/she not been promoted, placement on the new step shall ensure at least a five percent (5%) salary increase beyond the annual increment increase. The final determination for salary placement rests with the Vice President of Administration

14.3 Interim Positions – Unit members meeting minimum qualifications and having satisfactory evaluations shall be given first consideration for interim positions resulting from a unit member's being on leave, when the District desires to fill such a position.

14.3.1 If more than one unit member qualifies under this section, the unit member with the greater District seniority shall be offered the position. If seniority is equal, the determination shall be by lot.

14.4 Voluntary Demotion

14.4.1 A unit member may apply for any announced vacancy. An in-house applicant must satisfy the minimum qualifications announced for the position and follow the same application procedure required for all other applicants.

14.4.2 Before accepting a position placed at a lower salary range than the unit member's current classification, the unit member must agree in writing to salary placement, probationary period and all other terms of employment.

14.4.3 A unit member who requests and accepts a voluntary demotion shall have his/her salary reduced to no less than the same step position in the lower classification which he/she held in the higher classification.

14.4.4 A unit member requesting and accepting a voluntary demotion shall serve a probationary period of twelve (12) months in the new position. At any time during the probationary period the unit member may be transferred or reassigned at the discretion of the Vice President of Administration.

ARTICLE 15

HOURS AND OVERTIME

15.1 Work Year

15.1.1 Twelve-Month Positions – The fiscal year, July 1 to June 30, shall constitute the work year for all twelve (12) month positions.

15.1.2 Eleven-Month Positions – Those positions designated as having eleven (11) months of service shall be assigned for a period of eleven (11) months so as to allow one (1) full month of consecutive days without pay.

15.1.3 Ten-Month Positions – Positions designated as having ten (10) months of service will be assigned for a period of ten (10) months so as to allow two (2) full months of consecutive days off without pay.

15.1.4 Nine-Month Positions – Positions designated as having nine (9) months of service will be assigned for the academic year, essentially eighteen (18) weeks each of two (2) semesters. The work year for nine (9) month positions will begin when the college opens and conclude at the end of the second semester.

15.2 Calendar of Work – Unit members whose work year is less than twelve (12) months shall be informed at least thirty (30) days in advance of any days during the work year on which they shall not be scheduled to work.

15.3 Workweek – The workweek for all unit members shall be from Saturday at midnight, through midnight of the following Saturday. The workweek shall consist of forty (40) hours within any seven (7) day period.

15.3.1 A unit member may have two (2) consecutive days off in any workweek.

15.3.2 Right of Assignment - The Chief of Police retains right of assignment with reasonable notice and opportunity to meet and discuss concerns with the affected unit members.

15.4 Workday

15.4.1 “Workday” is defined as: hours of work assigned to the position by the District. The workday shall be scheduled within a twenty-four (24) hour period. The workday may be extended, reduced, changed in starting or ending time, or split by the District to meet District needs.

15.4.2 Except in disciplinary cases, the District shall seek volunteers before making an involuntary change in hours. If there are no volunteers, the least senior unit member subject to change will have his/her hours changed unless the change in hours is for disciplinary purposes, in which case the District rules and regulations on discipline shall apply. Discipline shall not be grievable.

15.4.3 The unit member shall be given the opportunity to meet with the appropriate management employee to discuss the reasons for the change in hours.

- 15.5 Part-Time Assignments – When a part-time assignment is increased, the incumbent shall have the first opportunity to accept the additional assignment. If the incumbent unit member declines the assignment, it shall be offered to the remaining unit members in the class in descending order of seniority until an assignment is made.
- 15.6 Lunch - Rest Periods – Unit members shall be permitted paid, rest and lunch breaks to be taken at the discretion of the officer in accordance with established department protocol.
- 15.7 Overtime
- 15.7.1 Authorization – Provisions for a forty (40) hour workweek do not restrict the Chief of Police, with appropriate management authorization, from extending the regular work schedule on an overtime basis when such is necessary in his sole discretion to carry on the business of the District.
- 15.7.2 Designation of Overtime – any hours worked in excess of forty (40) hours in the workweek.
- 15.7.3 Compensatory Time Off for Overtime
- 15.7.3.1 At the option of the unit member and upon approval by the District, overtime compensation may be in the form of compensatory time off at the rate of one and one-half (1 ½) the hours of overtime worked.
- 15.7.3.2 The request for compensatory time off in lieu of overtime pay must be made at the time earned. Such decision is irrevocable.
- 15.7.3.3 Compensatory time off may be accumulated, but any time accumulated must be taken within twelve (12) months of being earned. The schedule for taking such accumulated compensatory time off may be granted or ordered, at the District's discretion.
- 15.7.3.4 When compensatory time off is not requested, overtime hours shall be paid at the rate of one and one-half (1 ½) pay for hours scheduled and worked.
- 15.8 Holiday Compensation
- 15.8.1 All unit members shall be entitled to specific holidays and Board-granted days off with pay as determined by the holiday schedule, providing the holiday falls during their normal work year and they are in paid status during any portion of the working day immediately before or after the holiday or recess period.
- 15.8.2 If a unit member is required by the Vice President of Administration or designee to work on a holiday or Board-granted day off, the unit member will receive in addition to his/her regular pay, time and one-half (1 ½) for the hours worked. A unit member who is paid overtime for working on a holiday or Board-granted day off will not receive an additional day off.
- 15.8.3 Whenever Friday or Monday is observed by the District as a holiday because the actual legal holiday falls on Saturday or Sunday, a unit member whose normal workweek includes working on Saturday and Sunday may elect to receive either the holiday or the in-lieu-of day as the observance day. When a unit member is required to work both a

holiday and an in-lieu-of day, the unit member will be paid in addition to his/her regular pay, at the time and one-half (1 ½) rate for the hours worked on only one (1) day.

- 15.8.4 Should a holiday or Board-granted day off occur while a unit member is absent from work because of sick leave, vacation or other paid leave of absence, the holiday shall be considered as straight time worked and shall not be deducted from any other paid leaves of absence.
- 15.9 Overtime Distribution – Overtime will be distributed and rotated as equally as practicable considering job classification, special abilities and specific District needs.
- 15.10 Call-In/Call-Back Time – A full-time unit member who is called in or called back in excess of his/her regular work assignment shall be guaranteed four (4) hours work and shall be compensated at one and one-half (1 ½) times his/her regular base rate of pay for hours in excess of forty (40) hours in one (1) workweek.
- 15.11 Compensation for Shift Differential
 - 15.11.1 Unit members required to work more than four (4) hours per day between the hours of 9:30 p.m. and 6:30 a.m. will be paid an additional seven and one-half percent (7 ½%) for the month, providing the assignment is one-half or more of the working days in the month.
 - 15.11.2 Unit members required to work four (4) hours or less per day between the hours of 9:30 p.m. and 6:30 a.m. will be paid an additional three and three quarters percent (3 ¾%) for the month, providing the assignment is one-half or more of the working days in the month.
 - 15.11.3 A three and three quarters percent (3 ¾%) split shift differential for the month shall be paid a unit member where an 8 hour shift is split and the total span of hours exceeds ten (10) hours daily for a period of one-half or more of the working days in the month.
- 15.12 Computation of Hours – For the purpose of computing the number of hours worked, all time during which a unit member is in paid status, excluding overtime, shall be construed as hours worked.

ARTICLE 16

SAFETY

- 16.1 District Compliance – The District and unit members shall conform to and comply with all health, safety and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.
- 16.2 No Discrimination – No unit member shall be in any way discriminated against as a result of reporting any condition believed to be a violation of Section 16.1 of this Article.
- 16.3 The District may require unit members to wear or use equipment or gear that it determines to be necessary for the requirements of safety and/or health, in which case the District shall provide the required equipment or gear and training in its use. Unit members who are required to wear or use equipment or gear for safety purposes and who refuse or repeatedly forget to wear it shall be subject to disciplinary action which may include but is not limited to suspension without pay or dismissal.
- 16.4 Each unit member shall be responsible for reporting any accident or injury that occurs to him/her. The accident or injury shall be reported to the immediate supervisor and to the Vice President of Administration as soon as possible but no later than twenty-four (24) hours after the occurrence.

ARTICLE 17

CONTRACTING OUT WORK

- 17.1 The District reserves the right to contract out any work permitted by statute now being performed by unit members. No later than five (5) working days prior to contracting out work that will not result in the reduction of staff or working hours, the District shall consult with BCPOA. No later than ninety (90) days prior to contracting out the work that would result in the reduction of staff or working hours, the District shall consult with BCPOA. The District shall attempt to reassign unit members affected by contracting out work.

ARTICLE 18

REDUCTION IN FORCE (LAYOFF)

18.1 Definitions

18.1.1 Layoff – Layoff is defined as an involuntary separation from District service due to lack of work or lack of funds.

18.1.1.1 A voluntary reduction of hours, workweek or work year or voluntary assignment to a class lower than that in which the unit member has permanence may be accepted in order to avoid interruption of employment by layoff.

18.1.1.2 Layoff also may occur as a result of reduction in hours, workweek or workday in a maximum of one position in a class whether alone or combined with elimination of other whole positions. The incumbent may exercise bumping rights, if any, in accordance with 18.4.4, or select layoff. The partial layoff will reduce the level of service to be performed.

18.1.1.3 The definition of lack of work and lack of funds, and the determination of what positions are affected, are reserved to the District.

18.1.2 Class – Each of the different job titles included in Appendix A is a class. Appendix A may be amended from time to time by the District to reflect new or deleted classes.

18.2 Seniority

18.2.1 Seniority in class is based on length of service in that class and higher classes from the last continuous date of hire as a probationary or permanent classified employee, subject to Section 18.2.5 and 18.2.6 below.

18.2.2 Length of service shall mean all hours in a paid probationary or permanent status, excluding overtime.

18.2.3 If two or more unit members subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date (District) seniority, or if that be equal, then the determination shall be made by lot under the supervision of the Human Resources Office.

18.2.4 Time paid by the District for working out of class shall be counted as seniority in the higher class.

18.2.5 No period of unpaid illness, industrial accident or military leave of less than 120 calendar days shall be considered a break in service for the purpose of earning seniority under this Agreement. However, the unit member will not accrue vacation, sick leave, holidays or other leave benefits during this period.

18.2.6 If a laid off unit member is reemployed within the thirty-nine (39) month period of reemployment preference, all time during which the unit member was in involuntary unpaid status shall be counted for seniority purposes. However, during the period of layoff, the unit member shall not accrue vacation, sick leave, holidays or other leave benefits.

18.3 Order of Layoffs – The unit member(s) with the least seniority in the class and higher classes shall be laid off first.

18.4 Bumping Rights

18.4.1 Unit members identified for layoff under Section 18.3 may exercise bumping rights into an equal or lower class in which he/she has serviced if he/she has more seniority in that class and higher classes than someone currently serving in that class.

18.4.2 If the unit member has seniority in more than one class of equal salary range, the District will determine the class into which the unit member shall bump after considering the experience of the unit member in each of the classes and the seniority of the unit members who would be bumped.

18.4.3 If the more senior unit member has a shorter workday or work year than the person to be bumped, the unit member must take the longer day or work year of the more junior employee or be laid off unless the District agrees that the position may be split and the unit member bump for only the amount of hours or workdays in which he/she is currently serving.

18.4.4 When more than one position is affected by layoff, the availability to some unit members of the options of voluntary reductions in hours, voluntary demotion, or the exercise of bumping rights may depend on what options other affected unit members may choose. The District may call a meeting or contact unit members directly to inform them of their options prior to sending layoff notices or the District may notify all possibly affected employees of layoff and elicit their preferences in response to the notice of layoff. This notice will be sufficient to comply with the Education Code notice requirements.

18.5 Reemployment After Layoff (applicable only to complete separation from employment)

18.5.1 A unit member who has been laid off has reemployment rights (preference to new applicants) for thirty-nine (39) months into the class which he/she was laid off or equal or lower classes in which the unit member has served. If more than one of such positions is available, reemployment will be into the highest available class. Reemployment shall be in the reverse order of layoff. Unit members who accept a position in a lower class than that from which they were laid off retain reemployment rights in accordance with Section 18.6.

18.5.2 The District shall fulfill its duty to communicate an offer of reemployment by depositing a written letter offering reemployment in the certified mail to the last address that the unit member has provided the Human Resources Office.

18.5.3 If the District fails to receive an acceptance within ten (10) calendar days after sending the offer, it shall consider that the unit member has declined that offer of reemployment. If a unit member declines a second offer, he/she shall have waived the right to reemployment.

Any offers of reemployment in a lower classification or for fewer hours or workdays than the position from which the unit member was laid off may be declined without prejudice.

- 18.5.4 A unit member who accepts an offer of reemployment shall be given at least twenty-four (24) calendar days after the postmark date of the District's offer to return to work. The District may establish a time for return to work of more than twenty-four (24) days. By mutual agreement the unit member may report to work within fewer than twenty-four (24) days.
- 18.5.5 A unit member who has accepted an offer of reemployment will be restored to his/her step on the salary schedule but service credit (longevity) and benefits do not accrue during layoff.
- 18.5.6 The District shall notify the Association of all reemployment offers made, and the acceptances and rejections. Failure to comply shall not invalidate any action taken.
- 18.6 Reemployment After Voluntary Reduction in Assigned Time (hours, work week, work year) or Demotion in Lieu of Layoff
- 18.6.1 Voluntary demotion - Unit members who take voluntary demotions in lieu of layoff shall be, at the unit member's option, returned to a position in their former class as vacancies become available, and with no time limit, except that they shall be returned in accordance with their seniority. The District may, after sixty-three (63) months, send to any unit member on a reemployment list a letter asking if the unit member wishes to remain on the reemployment list. The District shall retain on the list only those unit members who have indicated they wished to remain on the list.
- 18.6.2 Voluntary reduction in assigned time – Unit members who accept positions with fewer hours or less work year in lieu of layoff shall be, at the unit member's option, returned to a position with their former hours, workweek or work year as vacancies become available with no time limit, except that they shall be returned in accordance with their seniority. The District may, after sixty-three (63) months, send to any unit member on a reemployment list a letter asking if he/she wishes to remain on the reemployment list. The District shall retain on the list only those unit members who have indicated they wished to remain on the list.
- 18.7 Benefits After Layoff
- 18.7.1 If within the first fifteen (15) days after notification of layoff the unit member files a request in writing to the Human Resources Office, the unit member who has been laid off may continue his/her health insurance for up to an additional eighteen (18) months by paying the full cost of the premiums.
- 18.7.2 Unit members who have had a reduction in assigned time are entitled to have health, dental and life insurance benefits paid in the same proportion as the amount paid prior to such reduction.
- 18.7.3 Unit members who have been notified of layoff (and who have not selected reduction in assigned time or demotion in lieu of layoff) may use up to eight hours of available personal necessity leave to look for other employment, providing a request is made in advance and approved by the Vice President of Administration and the time off is scheduled at a time mutually convenient to the unit member and his/her supervisor.
- 18.8 Work previously performed by unit members who have been laid off may be performed by management employees.

- 18.8.1 Out-of-class assignments of more than 45 calendar days shall not be performed by unit members who took demotion from that higher class in-lieu-of layoff or bumped from that higher class into a lower class when there is on the layoff reemployment list a unit member who has more seniority in the class for which the out-of-class assignment is to be made and who wants the assignment.
- 18.8.2 In the event of a future layoff the District and BCPOA will determine the ratio of student employees to unit members, based on full-time equivalent positions, for each of the four full semesters preceding the semester prior to effective day of the layoff. After finding the average of these four semesters the District shall, by the effective date of the layoff of unit members, reduce the number of students, if necessary, in the affected area so that the ratio will be maintained. Hiring of students in other areas shall not be affected.
- 18.9 Layoffs and their effects shall not be subject to further negotiations but shall be governed by the provisions of this Agreement. With respect to any aspect of layoffs or their effects not addressed in this Article, management reserves the right to act unilaterally, subject to any applicable provisions of the Education Code. The Education Code sections concerning layoff are attached as Appendix C but are not considered included as part of the contract and are not grievable.
- 18.10 The reason for layoff (lack of work or lack of funds) shall not be subject to the grievance procedure. Violations of the expressed provisions of this Article may be grieved.
- 18.11 In the event of a future layoff of unit members, the District will notify BCPOA of the proposed layoff forty-five (45) calendar days before the effective date of the layoff.
- 18.12 As laid off unit members exercise or waive reemployment rights, additional students may be hired proportionally in the area affected by the layoff. Hiring of students in other areas shall not be affected. Limitation of hiring of students in the affected area will be lifted when 1) all laid off employees are rehired in a regular position or 2) after 39-month reemployment rights have ended, but even after expiration of 39 months no students will be hired in the affected area if such hiring would violate the provisions of the third paragraph of Education Code Section 88003.

ARTICLE 19

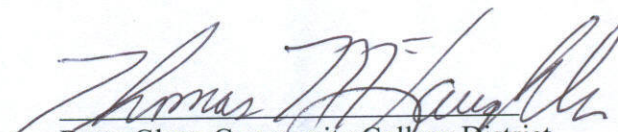
DURATION/REOPENERS OF THE AGREEMENT

19.1 This agreement between the Board and BCPOA is effective July 1, 2010, and shall remain in full force and effect through the close of the workday on June 30, 2013.

In Witness Whereof, the Butte College Police Officers Association, has caused this Agreement to be signed by its President, and the Butte-Glenn Community College District Board of Trustees has caused this Agreement to be signed by its President, attested by its Clerk.



Butte College Police Officers
Association President



Butte-Glenn Community College District
President, Board of Trustees

8/2/2010

Date

8-4-10

Date



Butte-Glenn Community College District
Clerk, Board of Trustees

8-4-10

Date

APPENDIX A

Community Services Officer	Range 2
Campus Police Officer	Range 5
Campus Police Sergeant	Range 8

**BCPOA
SALARY SCHEDULE EFFECTIVE 2010-11
(4.918% COLA granted 07/01/10)**

RANGE	A	B	C	D	E
01	36,678.34	38,695.49	40,712.62	42,729.77	44,748.14
02	37,657.43	39,727.39	41,798.59	43,869.78	45,939.75
03	38,661.08	40,786.34	42,912.82	45,039.28	47,165.76
04	39,690.53	41,873.53	44,056.51	45,932.39	48,422.49
05	41,197.87	43,464.39	45,729.67	47,996.20	50,261.49
06	42,762.94	45,115.45	47,466.74	49,818.03	52,170.53
07	44,900.47	47,370.92	49,840.14	52,309.34	54,778.58
08	47,144.88	49,736.94	52,332.70	54,924.76	57,515.61

APPENDIX B

**Public Safety Officers Procedural Bill of Rights Act.
Government Code Sections 3300-3312**

3300- Title

This chapter is known and may be cited as the Public Safety Officers Procedural Bill of Rights Act.

3301- Definition; Legislative findings and declaration

For purposes of this chapter, the term public safety officer means all peace officers specified in Sections 830.1, 830.2, 830.3, 830.31, 830.32, 830.33, except subdivision (e), 830.34, 830.35, except subdivision ©, 830.36, 830.37, 830.38, 830.4, and 830.5 of the Penal Code.

The Legislature hereby finds and declares that the rights and protections provided to peace officers under this chapter constitute a matter of statewide concern. The Legislature further finds and declares that effective law enforcement depends upon the maintenance of stable employer-employee relations, between public safety employees and their employers. In order to assure that stable relations are continued throughout the state and to further assure that effective services are provided to all people of the state, it is necessary that this chapter be applicable to all public safety officers, as defined in this section, wherever situated within the State of California.

3302- Political activity: Membership on school board

(a) Except as otherwise provided by law, or whenever on duty or in uniform, no public safety officer shall be prohibited from engaging, or be coerced or required to engage, in political activity.

(b) No public safety officer shall be prohibited from seeking election to, or serving as a member of, the governing board of a school district.

3303- Investigations interrogations; conduct; conditions; representation; reassignment

When any public safety officer is under investigation and subjected to interrogation by his or her commanding officer, or any other member of the employing public safety department, that could lead to punitive action, the interrogation shall be conducted under the following conditions. For the purpose of this chapter, punitive action means any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment.

(a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the public safety officer is on duty, or during the normal waking hours for the public safety officer, unless the seriousness of the investigation requires otherwise. If the interrogation does occur during off-duty time of the public safety officer being interrogated, the public safety officer shall be compensated for any off-duty time in accordance with regular department procedures, and the public safety officer shall not be released from employment for any work missed.

(b) The public safety officer under investigation shall be informed prior to the interrogation of the rank, name, and command of the officer in charge of the interrogation, the interrogating officers, and all other persons to be present during the interrogation. All questions directed to the public safety officer under interrogation shall be asked by and through no more than two interrogators at one time.

(c) The public safety officer under investigation shall be informed of the nature of the investigation prior to any interrogation.

(d) The interrogating session shall be for a reasonable period taking into consideration gravity and complexity of the issue being investigated. The person under interrogation shall be allowed to attend to his or her own personal physical necessities.

(e) The public safety officer under interrogation shall not be subjected to offensive language or threatened with punitive action, except that an officer refusing to respond to questions or submit to interrogations shall be informed that failure to answer questions directly related to the investigation or interrogation may result in punitive action. No promise of reward shall be made as an inducement to answering any question. The employer shall not cause the public safety officer under interrogation to be subjected to visits by the press or news media without his or her express consent nor shall his or her home address or photograph be given to the press or news media without his or her express consent.

(f) No statement made during interrogation by a public safety officer under duress, coercion, or threat of punitive action shall be admissible in any subsequent civil proceeding. This subdivision is subject to the following qualifications:

- (1) This subdivision shall not limit the use of statements made by a public safety officer when the employing public safety department is seeking civil sanctions against any public safety officer, including disciplinary action brought under Section 19572.
- (2) This subdivision shall not prevent the admissibility of statements made by the public safety officer under interrogation in any civil action, including administrative actions, brought by that public safety officer, or that officer's exclusive representative, arising out of a disciplinary action.
- (3) This subdivision shall not prevent statements made by a public safety officer under interrogation from being used to impeach the testimony of that officer after an in camera review to determine whether the statements serve to impeach the testimony of the officer.
- (4) This subdivision shall not otherwise prevent the admissibility of statements made by a public safety officer under interrogation if that officer subsequently is deceased.

(g) The complete interrogation of a public safety officer may be recorded. If a tape recording is made of the interrogation, the public safety officer shall have access to the tape if any further proceedings are contemplated or prior to any further interrogation at a subsequent time. The public safety officer shall be entitled to a transcribed copy of any notes made by a stenographer or to

any reports or complaints made by investigators or other persons, except those which are deemed by the investigating agency to be confidential. No notes or reports that are deemed to be confidential may be entered in the officer's personnel file. The public safety officer being interrogated shall have the right to bring his or her own recording device and record any and all aspects of the interrogation.

(h) If prior to or during the interrogation of a public safety officer it is deemed that he or she may be charged with a criminal offense, he or she shall be immediately informed of his or her constitutional rights.

(i) Upon the filing of a formal written statement of charges, or whenever an interrogation focuses on matters that are likely to result in punitive action against any public safety officer, that officer, at his or her request, shall have the right to be represented by a representative of his or her choice who may be present at all times during the interrogation. The representative shall not be a person subject to the same investigation. The representative shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any information received from the officer under investigation for noncriminal matters.

This section shall not apply to any interrogation of a public safety officer in the normal course of duty, counseling, instruction, or informal verbal admonishment by, or other routine or unplanned contact with, a supervisor or any other public safety officer, nor shall this section apply to an investigation concerned solely and directly with alleged criminal activities.

(j) No public safety officer shall be loaned or temporarily reassigned to a location or duty assignment if a sworn member of his or her department would not normally be sent to that location or would not normally be given that duty assignment under similar circumstances.

3304-Lawful exercise of rights; insubordination; administrative appeal

(a) No public safety officer shall be subjected to punitive action, or denied promotion, or be threatened with any such treatment, because of the lawful exercise of the rights granted under this chapter, or the exercise of any rights under any existing administrative grievance procedure. Nothing in this section shall preclude a head of an agency from ordering a public safety officer to cooperate with other agencies involved in criminal investigations. If an officer fails to comply with such an order, the agency may officially charge him or her with insubordination.

(b) No punitive action, nor denial of promotion on grounds other than merit, shall be undertaken by any public agency against any public safety officer who has successfully completed the probationary period that may be required by his or her employing agency without providing the public safety officer with an opportunity for administrative appeal.

(c) No chief of police may be removed by a public agency, or appointing authority, without providing the chief of police with written notice and the reason or reasons therefore and an opportunity for administrative appeal. For purposes of this subdivision, the removal of a chief of police by a public agency or appointing authority, for the purpose of implementing the goals or policies, or both, of the public agency or appointing authority, for reasons including, but not limited to, incompatibility of management styles or as a result of a change in administration, shall be sufficient to constitute "reason or reasons." Nothing in this subdivision shall be construed to create a property interest, where one does not exist by rule or law, in the job of Chief of Police.

(d) Except as provided in this subdivision and subdivision (g), no punitive action, nor denial of promotion on grounds other than merit, shall be undertaken for any act, omission, or other allegation of misconduct if the investigation of the allegation is not completed within one year of the public agency's discovery by a person authorized to initiate an investigation of the allegation of an act, omission, or other misconduct. This one-year limitation period shall apply only if the act, omission, or other misconduct occurred on or after January 1, 1998. In the event that the public agency determines that discipline may be taken, it shall complete its investigation and notify the public safety officer of its proposed disciplinary action within that year, except in any of the following circumstances:

- (1) If the act, omission, or other allegation of misconduct is also the subject of a criminal investigation or criminal prosecution, the time during which the criminal investigation or criminal prosecution is pending shall toll the one-year time period.
- (2) If the public safety officer waives the one-year time period in writing, the time period shall be tolled for the period of time specified in the written waiver.
- (3) If the investigation is a multijurisdictional investigation that requires a reasonable extension for coordination of the involved agencies.
- (4) If the investigation involves more than one employee and requires a reasonable extension.
- (5) If the investigation involves an employee who is incapacitated or otherwise unavailable.
- (6) If the investigation involves a matter in civil litigation where the public safety officer is named as a party defendant, the one-year time period shall be tolled while that civil action is pending.
- (7) If the investigation involves a matter in criminal litigation where the complainant is a criminal defendant, the one-year time period shall be tolled during the period of that defendant's criminal investigation and prosecution.
- (8) If the investigation involves an allegation of workers' compensation fraud on the part of the public safety officer.

(e) Where a predisciplinary response or grievance procedure is required or utilized, the time for this response or procedure shall not be governed or limited by this chapter.

(f) If, after investigation and any predisciplinary response or procedure, the public agency decides to impose discipline, the public agency shall notify the public safety officer in writing of its decision to impose discipline, including the date that the discipline will be imposed, within 30 days of its decision, except if the public safety officer is unavailable for discipline.

(g) Notwithstanding the one-year time period specified in subdivision (c), an investigation may be reopened against a public safety officer if both of the following circumstances exist:

- (1) Significant new evidence has been discovered that is likely to affect the outcome of the investigation.

(2) One of the following conditions exist:

- (A) The evidence could not reasonably have been discovered in the normal course of investigation without resorting to extraordinary measures by the agency.
- (B) The evidence resulted from the public safety officer's predisciplinary response or procedure.

(h) For those members listed in subdivision (a) of Section 830.2 of the Penal Code, the 30-day time period provided for in subdivision (e) shall not commence with the service of a preliminary notice of adverse action, should the public agency elect to provide the public safety officer with such a notice.

3304.5- Administrative appeal

An administrative appeal instituted by a public safety officer under this chapter shall be conducted in conformance with rules and procedures adopted by the local public agency.

3305- Comments adverse to interest; personnel files; opportunity to read and sign; refusal to sign

No public safety officer shall have any comment adverse to his interest entered in his personnel file, or any other file used for any personnel purposes by his employer, without the public safety officer having first read and signed the instrument containing the adverse comment indicating he is aware of such comment, except that such entry may be made if after reading such instrument the public safety officer refuses to sign it. Should a public safety officer refuse to sign, that fact shall be noted on that document, and signed or initialed by such officer.

3306- Response to adverse comment in personnel file; time

A public safety officer shall have 30 days within which to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

3306.5-Inspection of personnel files; request for correction of file; time

(a) Every employer shall, at reasonable times and at reasonable intervals, upon the request of a public safety officer, during usual business hours, with no loss of compensation to the officer, permit that officer to inspect personnel files that are used or have been used to determine that officer's qualifications for employment, promotion, additional compensation, or termination or other disciplinary action.

(b) Each employer shall keep each public safety officer's personnel file or a true and correct copy thereof, and shall make the file or copy thereof available within a reasonable period of time after a request therefore by the officer.

(c) If, after examination of the officer's personnel file, the officer believes that any portion of the material is mistakenly or unlawfully placed in the file, the officer may request, in writing, that the mistaken or unlawful portion be corrected or deleted. Any request made pursuant to this subdivision shall include a statement by the officer describing the corrections or deletions from the personnel file requested and the reasons supporting those corrections or deletions. A statement submitted pursuant to this subdivision shall become part of the personnel file of the officer.

(d) Within 30 calendar days of receipt of a request made pursuant to subdivision (c), the employer shall either grant the officer's request or notify the officer of the decision to refuse to grant the request. If the employer refuses to grant the request, in whole or in part, the employer shall state in writing the reasons for refusing the request, and that written statement shall become part of the personnel file of the officer.

3307-Polygraph examination; right to refuse; effect

(a) No public safety officer shall be compelled to submit to a lie detector test against his or her will. No disciplinary action or other recrimination shall be taken against a public safety officer refusing to submit to a lie detector test, nor shall any comment be

entered anywhere in the investigator's notes or anywhere else that the public safety officer refused to take, or did not take, a lie detector test, nor shall any testimony or evidence be admissible at a subsequent hearing, trial, or proceeding, judicial or administrative, to the effect that the public safety officer refused to take, or was subjected to, a lie detector test.

(b) For the purpose of this section, "lie detector" means a polygraph, deceptograph, voice stress analyzer, psychological stress evaluator, or any other similar device, whether mechanical or electrical, that is used, or the results of which are used, for the purpose of rendering a diagnostic opinion regarding the honesty or dishonesty of an individual.

3307.5-Use of photograph; penalties

(a) No public safety officer shall be required as a condition of employment by his or her employing public safety department or other public agency to consent to the use of his or her photograph or identity as a public safety officer on the Internet for any purpose if that officer reasonably believes that the disclosure may result in a threat, harassment, intimidation, or harm to that officer or his or her family.

(b) Based upon his or her reasonable belief that the disclosure of his or her photograph or identity as a public safety officer on the Internet as described in subdivision (a) may result in a threat, harassment, intimidation, or harm, the officer may notify the department or other public agency to cease and desist from that disclosure. After the notification to cease and desist, the officer, a district attorney, or a United States Attorney may seek an injunction prohibiting any official or unofficial use by the department or other public agency on the Internet of his or her photograph or identity as a public safety officer. The court may impose a civil penalty in an amount not to exceed five hundred dollars (\$500) per day commencing two working days after the date of receipt of the notification to cease and desist.

3308-Financial disclosure; right to refuse; exceptions

No public safety officer shall be required or requested for purposes of job assignment or other personnel action to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household) unless such information is obtained or required under state law or proper legal procedure, tends to indicate a conflict of interest with respect to the performance of his official duties, or is necessary for the employing agency to ascertain the desirability of assigning the public safety officer to a specialized unit in which there is a strong possibility that bribes or other improper inducements may be offered.

3309-Search of locker or storage space; consent; search warrant

No public safety officer shall have his locker, or other space for storage that may be assigned to him searched except in his presence, or with his consent, or unless a valid search warrant has been obtained or where he has been notified that a search will be conducted. This section shall apply only to lockers or other space for storage that are owned or leased by the employing agency.

3309.5-Local public safety officers; applicability of chapter; jurisdiction; remedies

(a) It shall be unlawful for any public safety department to deny or refuse to any public safety officer the rights and protections guaranteed to him or her by this chapter.

(b) Nothing in subdivision (h) of Section 11181 shall be construed to affect the rights and protections afforded to state public safety officers under this chapter or under Section 832.5 of the Penal Code.

(c) The superior court shall have initial jurisdiction over any proceeding brought by any public safety officer against any public safety department for alleged violations of this chapter.

(d) (1) In any case where the superior court finds that a public safety department has violated any of the provisions of this chapter, the court shall render appropriate injunctive or other extraordinary relief to remedy the violation and to prevent future violations of alike or similar nature, including, but not limited to, the granting of a temporary restraining order, preliminary, or permanent injunction prohibiting the public safety department from taking any punitive action against the public safety officer.

(2) If the court finds that a bad faith or frivolous action or a filing for an improper purpose has been brought pursuant to this chapter, the court may order sanctions against the party filing the action, the parties attorney, or both, pursuant to Sections 128.6 and 128.7 of the Code of Civil Procedure. Those sanctions may include, but not be limited to, reasonable expenses, including attorney's fees, incurred by a public safety department, as the court deems appropriate. Nothing in this paragraph is intended to subject actions or filings under this section to rules or standards that are different from those applicable to other civil actions or filings subject to Section 128.6 or 128.7 of the Code of Civil Procedure.

(e) In addition to the extraordinary relief afforded by this chapter, upon a finding by a superior court that a public safety department, its employees, agents, or assigns, with respect to acts taken within the scope of employment, maliciously violated any provision of this chapter with the intent to injure the public safety officer, the public safety department shall, for each and every violation, be liable for a civil penalty not to exceed twenty-five thousand dollars (\$25,000) to be awarded to the public safety officer whose right or protection was denied and for reasonable attorney's fees as may be determined by the court. If the court so finds, and there is sufficient evidence to establish actual damages suffered by the officer whose right or protection was denied, the public safety department shall also be liable for the amount of the actual damages. Notwithstanding these provisions, a public safety department may not be required to indemnify a contractor for the contractor's liability pursuant to this subdivision if there is, within the contract between the public safety department and the contractor, a "hold harmless" or similar provision that protects the public safety department from liability for the actions of the contractor. An individual shall not be liable for any act for which a public safety department is liable under this section.

3310-Procedures of public agency providing same rights or protections; application of chapter

Any public agency which has adopted, through action of its governing body or its official designee, any procedure which at a minimum provides to peace officers the same rights or protections as provided pursuant to this chapter shall not be subject to this chapter with regard to such a procedure.

3311-Mutual aid agreements; effect of chapter upon

Nothing in this chapter shall in any way be construed to limit the use of any public safety agency or any public safety officer in the fulfilling of mutual aid agreements with other jurisdictions or agencies, nor shall this chapter be construed in any way to limit any jurisdictional or interagency cooperation under any circumstances where such activity is deemed necessary or desirable by the jurisdictions or the agencies involved.

3312-American Flag; pins

Notwithstanding any other provision of law, the employer of a public safety officer may not take any punitive action against an officer for wearing a pin or displaying any other item containing the American flag, unless the employer gives the officer written notice that includes all of the following:

(a) A statement that the officer's pin or other item violates an existing rule, regulation, policy, or local agency agreement or contract regarding the wearing of a pin, or the displaying of any other item, containing the American flag.

(b) A citation to the specific rule, regulation, policy, or local agency agreement or contract that the pin or other item violates.

(c) A statement that the officer may file an appeal against the employer challenging the alleged violation pursuant to applicable grievance or appeal procedures adopted by the department or public agency that otherwise comply with existing law.

APPENDIX C
 EDUCATION CODE REFERENCES (LAYOFFS)
 Education Code References Related to Reduction in Force (Layoffs) Article 18

Below are listed the major Education Code references related to procedures and rights associated with layoffs. Consult the Education Code for a complete listing of layoff provisions.

EDUCATION CODE SECTION	
88001(g)	Definition
88003	Classified service in districts not incorporating the merit system
88005	Positions under various acts not requiring certification qualification: classification
88013	Rules and regulations for classified service
88014	Layoff and reemployment procedures; definitions
88017	Notice of layoff due to expiration of specially funded program or bona fide reduction or elimination of service
88117	Reemployment and promotional examination preference of persons laid off; voluntary demotions or reduction in time
88127	Order of layoff and reemployment; length of service