

## Summary of Changes to The SCCCD & POA Agreement 2017-2020

ARTICLE NUMBER	NEW CHANGES	Actions needed/Deadline
<b>Article 1 – Term of Agreement</b>	<ul style="list-style-type: none"> <li>• Agreed to a three year term. Agreement is effective from July 1, 2017 – June 30, 2020.</li> </ul>	
<b>Article 7 – District/POA Relations – POA Rights</b>	<ul style="list-style-type: none"> <li>• Upon request, POA will have the right to use institutional facilities at reasonable times, without charge, for the purpose of meetings and POA will be expected to maintain the cleanliness of the facilities after use and pay for any associated costs.</li> <li>• POA will provide the District with a list of all officials and representatives authorized to act on POA’s behalf within 7 days of election or appointment.</li> <li>• Unit member must give the Chief of Police 3 days’ prior notice before leaving his/her workstation for release time to assist another unit member with a grievance as set forth in the Educational Employment Relations Act.</li> <li>• Release time will not be provided for a grievance investigation and/or preparation.</li> <li>• POA President, Vice-President, Secretary, and Treasurer will be granted up to 40 hours of release time each year to conduct or attend official conferences, meetings, or training sessions as approved by the Chief Human Resources Officer, or designee.</li> <li>• Language clean up.</li> </ul>	
<b>Article 8 – Organizational Security</b>	<ul style="list-style-type: none"> <li>• Removed initiation fees deduction for unit members.</li> <li>• POA shall provide the District with a list of unit members who have paid service fees in lieu of having fees deducted by Nov. 1<sup>st</sup> of each year.</li> <li>• Added to the list of nonreligious, nonlabor charitable organizations for service fee payers.</li> <li>• Language clean up.</li> </ul>	
<b>Article 10 – Management Rights and Responsibilities</b>	<ul style="list-style-type: none"> <li>• Formerly Article 25</li> <li>• The District may contract out bargaining unit work as permitted by statute and to the extent such contracting out of unit work does not violate the Education Code or the Educational Employment Relations Act and the District will notify and meet to discuss with POA.</li> </ul>	
<b>Article 11 – Probationary Period</b>	<ul style="list-style-type: none"> <li>• Took this section from Article 31 (Performance Evaluation) and made it a separate NEW Article.</li> <li>• Language clean up.</li> </ul>	

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<p><b>Article 12 – Hours of Work</b></p>	<ul style="list-style-type: none"> <li>• Formerly Article 28</li> <li>• Salary data sheets will be stored electronically and may be accessed by the District or unit members at any time.</li> <li>• Unit members are required by Federal statute to record the hours worked each day. The method of timekeeping records will be determined by the District and the District maintains the right to improve or automate timekeeping system.</li> <li>• <b>Listed flexible work week schedules:</b> <ul style="list-style-type: none"> <li>○ 5 days of 8 hours per day within a one-week work period; or</li> <li>○ 4 days of 10 hours per day within a one-week work period; or</li> <li>○ 9/80 within a two-week work period.</li> </ul> </li> <li>• Unit members cannot work overtime without prior approval of the Chief of Police, or his/her designee.</li> <li>• Rest periods shall not be used to arrive late or leave early and cannot be combined with or added to lunch periods to create a longer lunch period.</li> <li>• Unit members who are required to appear in court on a day that he/she is not working, upon approval of the Chief of Police or designee, to receive a minimum of 2 hours of pay at time and a half. Hours worked more than 2 hours will be paid in 15 minute increments until completed.</li> <li>• When appearing for court, members may use a District vehicle if one is available.</li> <li>• Added clarifying language to minimum call in time pay. Also included language regarding De minimis time.</li> <li>• Language clean up.</li> </ul>	
<p><b>Article 13 –Work Location</b></p>	<ul style="list-style-type: none"> <li>• Formerly Article 22</li> <li>• A unit member required to change work sites during his/her normal work day will be granted sufficient time for travel between work sites and will be paid for time spent traveling. If he/she uses their personal vehicle, they will be reimbursed for miles traveled per Board policy.</li> </ul>	

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<b>Article 14 – Uniforms, Equipment, and Personal Property</b>	<ul style="list-style-type: none"> <li>• Formerly Article 29</li> <li>• Changed article title from “Employee Expenses and Materials” to “Uniforms, Equipment, and Personal Property”</li> <li>• Modified list of uniform and equipment items provided by the District.               <ul style="list-style-type: none"> <li>○ Added 1 uniform style external load bearing vest carrier to the list of uniform items.</li> <li>○ Added 1 level IIIA ballistic helmet with face shield to list of equipment items.</li> </ul> </li> <li>• Reimbursement for replacing or repairing a unit member’s personal property will be at fair market value and a max of \$200 for prescription eyeglasses, \$50 for watches, and \$200 for personal cell phones.</li> <li>• Removed language regarding non-district owned automobile insurance.</li> <li>• Language clean up.</li> </ul>	
<b>Article 15 – Pay and Allowances</b>	<ul style="list-style-type: none"> <li>• Formerly Article 33</li> <li>• <b><u>Salary/Longevity Schedule Progression:</u></b> <ul style="list-style-type: none"> <li>○ Unit members may request a step placement higher than step A, but not to exceed step C, at the time of hire and the Chief of Police, or his designee will consider the member’s education and experience above the minimum qualifications and make a recommendation to be approved by HR.</li> <li>○ Unit members may advance in salary step/longevity only if their performance is evaluated as “meets standards” or better, <b>and</b> they have completed twelve months of <u>paid</u> service in a position.</li> <li>○ If no evaluation is received by the unit member’s anniversary date, the unit member would be allowed to progress in the salary/longevity schedule.</li> </ul> </li> <li>• <b><u>Professional Growth:</u></b> <ul style="list-style-type: none"> <li>○ Official transcripts from a nationally or regionally accredited institution.</li> <li>○ Units must be job-related or applied towards a degree or certificate, provided that fees were not waived by the District.</li> <li>○ Quarter units will be converted into semester units.</li> </ul> </li> <li>• <b><u>Working Out of Class:</u></b></li> </ul>	

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	<ul style="list-style-type: none"> <li>○ The Human Resources office will clarify what is and what is not within classification.</li> <li>○ Disputed cases may be appealed to the Vice Chancellor, Human Resources, in which their decision is final.</li> <li>○ Added that unit members who receive a promotion to a classification at a higher salary range shall be placed on the step of the higher classification at a 5% increase in base rate of pay. (Current practice)</li> <li>● <b><u>Special Assignment:</u></b> <ul style="list-style-type: none"> <li>○ Special Assignment duties and hours must be assigned in advanced by the Chief of Police or his/her designee.</li> <li>○ If a unit member is performing more than one assignment at the same time, the max stipend shall not exceed 7.5% of their base pay rate.</li> </ul> </li> <li>● <b><u>Intermediate and Advanced POST Certificate:</u></b> <ul style="list-style-type: none"> <li>○ Unit members who possess an <u>Intermediate</u> POST certificate will receive a 1% differential above their regular pay on the salary schedule.</li> <li>○ Unit members who possess an <u>Advanced</u> POST certificate will receive a 2% differential, with a combined total of 3%.</li> </ul> </li> <li>● <b><u>Salary:</u></b> <ul style="list-style-type: none"> <li>○ 2017-2018 – 1.50% salary increase on-schedule retroactive to July 1, 2017 + 1.50% one-time, off-schedule payment to be paid on the July 2018 paycheck.</li> <li>○ 2018-2019 – ½ COLA + 0.75% on-schedule effective July 1, 2018 + 0.50% one-time, off-schedule payment to be paid on the December 2018 and July 2019 paychecks.</li> <li>○ 2019-2020 – ½ COLA + 0.75% on-schedule effective July 1, 2019 + 0.50% off-schedule payment to be paid on the December 2019 and July 2020 paychecks.</li> </ul> </li> <li>● Separate salary schedule for POA.</li> <li>● Added clarifying language that unit members can access a current accounting of their sick leave and vacation on the internet (WebAdvisor).</li> <li>● If there is a payroll error, the District will have 10 days to provide the unit member with a statement of the correction and payment.</li> <li>● Language clean up.</li> </ul>	

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<b>Article 16 – Anniversary Dates</b>	<ul style="list-style-type: none"> <li>• New article</li> <li>• Two types of anniversary dates</li> <li>• Definitions of the two anniversary dates.</li> <li>• <b><u>Anniversary dates can be affected by:</u></b> <ul style="list-style-type: none"> <li>○ Unpaid Leave beyond ten days</li> <li>○ Personal Leave</li> <li>○ Unpaid Health Leave of Absence</li> <li>○ Any break in service from the District</li> </ul> </li> </ul>	
<b>Article 17 – Health and Welfare Benefits</b>	<ul style="list-style-type: none"> <li>• Formerly Article 30</li> <li>• Cleaned up language and added clarification and updated to reflect the addition of the Affordable Care Act (ACA) specifying that unit members may be offered medical insurance if he/she becomes eligible under the regulations of the ACA.</li> <li>• Added language stating that eligible unit members are required to enroll in a District-sponsored medical/dental/vision insurance plan, and if they fail to submit enrollment forms within 31 calendar days from their hire date, they will automatically be enrolled to the lowest cost plan.</li> <li>• To be eligible for the District-sponsored group term life insurance, a unit member’s regular assignment must be a minimum of 40 hours per week during their assigned work year and the depend must be enrolled on the unit member’s medical insurance plan.</li> <li>• Unit members hired on or before August 31, 2013, shall be offered additional supplemental voluntary long-term disability insurance coverage available to purchase at the unit member’s expense during open enrollment, per the requirements of the carrier.</li> <li>• Added clarifying language regarding retiree medical insurance program only covers the medical insurance plan. Dental and vision plans may be continued at member’s expense under COBRA. Life insurance may be continued at member’s expense and the LTD will end upon retirement and is not portable. Members who retire and later return to work at the District in a capacity that makes him/her eligible for medical insurance will no longer continue to receive retiree medical insurance.</li> </ul>	

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	<ul style="list-style-type: none"> <li>• Changed the District contribution of retiree medical insurance program from \$2,510.09 to \$2,771.34.</li> <li>• Added Physical Fitness section that unit members may use District designated fitness centers at each college during hours when facilities are available to faculty, staff and administrators.</li> </ul>	
<b>Article 18 - Holidays</b>	<ul style="list-style-type: none"> <li>• Formerly Article 20</li> <li>• Added an additional paid holiday, Veteran’s Day. To be effective 2018-2019 fiscal year.</li> <li>• Added that holiday is defined as 8 hours (prorated for less than 40 hours per week and less than 12 months per year unit members.</li> <li>• If unit members are scheduled to work on a holiday, they will receive 1 ½ times their regular rate of pay for hours worked or may choose to receive a substitute holiday paid at straight time. Substitute holidays must be requested and taken within 6 months upon approval from the Chief of Police or designee.</li> <li>• If the holiday falls on a member’s regular day off, the member can choose to receive a substitute holiday paid at straight time. Substitute holidays must be requested and taken within 6 months upon approval from the Chief of Police or designee.</li> <li>• Holiday sign up will be handled on a first come, first serve basis and if not filled, then will be selected by seniority and rotation.</li> <li>• Language clean up.</li> </ul>	
<b>Article 19 – Vacation Leave</b>	<ul style="list-style-type: none"> <li>• Formerly Article 27</li> <li>• Changed article title from “Vacation Plan” to “Vacation Leave”</li> <li>• Added effective with the 2017-2018 fiscal year, a maximum amount of 2 years of vacation hours allowed for carry over. Vacation hours accumulated in excess of 2 years shall be paid in a lump sum at the end of the fiscal year.</li> <li>• Vacation time can be taken in 15 minute increments now instead of 1 hour increments.</li> <li>• Added that if a unit member is docked pay, the time off that was docked will apply to their unpaid leave (current practice).</li> <li>• Language clean up.</li> </ul>	

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<b>Article 20 – Sick Leave</b>	<ul style="list-style-type: none"> <li>• Formerly Article 9</li> <li>• Added clarifying language regarding less than 40 hour per week 12 month employees and their entitled sick leave.</li> <li>• Unit members will need to notify the Chief of Police or designee no later than 30 minutes before their reporting time (used to say after their reporting time).</li> <li>• Added clarifying language that if unit members are out for more than one day, they will need to call in each day that they are out.</li> <li>• Added additional definition for Health Care Providers to include nurse practitioners, nurse-midwives, clinical social workers and physician assistants authorized to practice, and performing within the scope of their practice, under state law.</li> <li>• Added that unit members can access a current accounting of their sick leave on the internet.</li> <li>• Unit members will no longer have to be out for 5 consecutive days in order to receive half pay. As long as they have exhausted all of their leave and have submitted a doctor’s note.</li> <li>• Changed to allow unit members 100 working days of paid sick leave (minus the 12) compensated at 50% of the unit member’s regular pay instead of 90 days.</li> <li>• If abuse of paid sick leave usage is suspected, a unit member may be asked to submit a medical certification or other verification from a licensed health care provider within 5 working days.</li> <li>• Sick leave can be taken in 15 minute increments now instead of 1 hour increments.</li> <li>• If a unit member is docked pay, the time off that was docked will be applied towards the unpaid leave.</li> <li>• Added that unit members must have served 12 months with the District in order to donate to the catastrophic leave bank.</li> <li>• Language clean up.</li> </ul>	
<b>Article 21 – Personal Necessity Leave</b>	<ul style="list-style-type: none"> <li>• Formerly Article 11</li> <li>• Changed the language from “six months (6-month) to 130 working days.</li> </ul>	

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	<ul style="list-style-type: none"> <li>• Added the minimum personal necessity leave increment shall be 15 minutes.</li> </ul>	
<b>Article 22 – Industrial Accident or Illness Leave</b>	<ul style="list-style-type: none"> <li>• Formerly Article 10</li> <li>• Changed the article title from “Industrial Accident and Illness Leave” to “Industrial Accident or Illness Leave”</li> <li>• Added clarifying language to define processes that are already in place but were not in the contract.</li> <li>• Language clean up.</li> </ul>	
<b>Article 23 - Bereavement Leave</b>	<ul style="list-style-type: none"> <li>• Formerly Article 12</li> <li>• Added that bereavement leave must be taken within 6 months of the death.</li> <li>• Added the minimum bereavement leave increment shall be 15 minutes.</li> <li>• Added if abuse is suspected, the unit member may be required to show evidence of death.</li> <li>• Language clean up.</li> </ul>	
<b>Article 24 – Jury Duty or Witness Leave</b>	<ul style="list-style-type: none"> <li>• Formerly Article 19</li> <li>• Changed title from “Jury Duty” to “Jury Duty or Witness Leave”</li> <li>• Added clarifying language regarding if jury duty does not take a full 8 hours, the unit member is required to report to work. Unit members are required to notify their supervisor within 30 minutes of being released from Jury duty of their approximate return to work time. Reasonable travel time is included within the 8 hours.</li> <li>• Language clean up.</li> </ul>	
<b>Article 26 – Leave of Absence Without Pay</b>	<ul style="list-style-type: none"> <li>• Formerly Article 13</li> <li>• Requires 1 year or more of service to request an unpaid leave of absence, no requirement before.</li> <li>• Changed max days allowed from 10 days to 5 days, requests for additional leave may be granted by the Chief and VC of HR, but not to exceed 10 days.</li> <li>• Clean up language</li> </ul>	
<b>Article 30 – Enrollment in College Courses</b>	<ul style="list-style-type: none"> <li>• Formerly Article 18</li> <li>• Approval of requests will be based on seniority within the department.</li> <li>• Added that requests must be submitted at least 30 calendar days prior to the start of the course.</li> </ul>	



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	<ul style="list-style-type: none"> <li>• Added that a unit member shall be required to reimburse the College/District if the member receives a grade of D, F, incomplete or withdrawal and the District is authorized through automatic payroll deduction to charge back any waived enrollment fees for failure to maintain a grade of C or better.</li> </ul>	
<b>Article 32 – Performance Evaluations</b>	<ul style="list-style-type: none"> <li>• Formerly Article 21</li> <li>• Changed title from “Employee Evaluations” to “Performance Evaluations”</li> <li>• Changed 5 days to 10 work days to allow for a review meeting of the performance ratings with the Evaluator and Union representative if the evaluation states that discipline is likely to occur.</li> <li>• Changed the timeframe that a unit member has to respond to a performance evaluation from 5 business days to 15 business days.</li> <li>• Added that if a less than “meets standard” evaluation was completed after the unit member had already received a step/longevity increase, the increase will not be reversed, but the unit member will not receive a future step/longevity increase until they receive a “meets” or “exceeds” on their evaluation.</li> <li>• Added that the performance evaluation forms may be in an electronic format and the District and POA shall meet to review changes to the evaluation criteria.</li> <li>• Part of the Article was removed and added as a new separate article (Personnel Files).</li> <li>• Language clean up.</li> </ul>	
<b>Article 32 – Personnel Files</b>	<ul style="list-style-type: none"> <li>• Took the personnel file section from Article 33 and made it a new article.</li> <li>• Added that the official personnel file may be stored in an electronic format.</li> <li>• Added that the District shall allow a unit member, upon request and as long as it is at a reasonable time and reasonable intervals during usual business hours, with no loss of pay for the member to review their personnel file. (Previous language was “not normally be permitted during the unit member’s duty hours”).</li> <li>• Added that if unit member believes that material was mistakenly or unlawfully placed in their file, they may request in writing to the HR department to have the material corrected or deleted. HR will have 30</li> </ul>	

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	<p>calendar days upon request receipt to notify the unit member of decision in writing.</p> <ul style="list-style-type: none"> <li>• Added that the District will charge a fee for requesting copies of documents from the unit member's personnel file.</li> <li>• Added that the District will keep a log of all who have viewed or have accessed a unit member's file excluding HR staff. The log will be kept in the personnel file.</li> <li>• Added that a unit member is allowed during normal working hours for release time not to exceed 1 hour exclusive to travel time and without loss of pay to review the personnel file, sign, initial, and date the material within the time period prior to its being placed in the personnel file.</li> <li>• Added that any adverse comments cannot be entered in his//her personnel file or any file used for any personnel purposes by HR without the unit member having first read and signing of the document, unless he/she refuses to sign it. A unit member will have 30 calendar days to file a written response to any adverse comments.</li> <li>• Language clean up.</li> </ul>	
<p><b>Article 33 - Layoff/Reduction of Hours/Abolition of Positions</b></p>	<ul style="list-style-type: none"> <li>• Formerly Article 34</li> <li>• Added if the laid off unit member subsequently refuses an employment offer, his/her name will be removed from the reemployment list permanently.</li> <li>• Language clean up.</li> </ul>	
<p><b>Article 34 – Disciplinary Action</b></p>	<ul style="list-style-type: none"> <li>• Formerly Article 35</li> <li>• No disciplinary action will be taken for any cause which arose more than 1 year (used to be 4 years) before the employee is provided with the proposed notice of Intent or Notice of Adverse Action unless the cause was concealed or not disclosed by the unit member or if the cause could not have reasonably been discovered by the District.</li> <li>• Added the Public Safety Officers Procedural Bill of Rights Act (POBRA) as an attached appendix.</li> <li>• Added that a memo of concern will stay in the supervisory file for 2 years from the date of issuance unless the VC of HR in consultation with the Chief of Police determine it will be removed earlier. If there have been</li> </ul>	

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	<p>reoccurrences of the behavior indicated in the memo within 2 years, the memo will not be removed from the supervisory file.</p> <ul style="list-style-type: none"> <li>• Language clean up.</li> </ul>	
<b>Article 35 – Grievance Procedure</b>	<ul style="list-style-type: none"> <li>• Formerly Article 26</li> <li>• Added that the unit member’s grievance, all appeals, and responses will be kept in a file separate from their personnel file.</li> <li>• Added clarifying language regarding the arbitration process.</li> <li>• Added that reasonable release time will be made available for the purposes set forth in the Educational Employment Relations Act.</li> <li>• Language clean up.</li> </ul>	
<b>Article 36 – Classification Studies</b>	<ul style="list-style-type: none"> <li>• Added that the District and POA will meet and confer regarding the comparator agencies used in the salary study.</li> </ul>	
<b>Article 37 – Distribution of Contract</b>	<ul style="list-style-type: none"> <li>• Formerly Article 31</li> <li>• The District will no longer distribute a copy to each unit member, instead the Agreement will be available on the District’s website. The District will provide the website link to each unit member and to new employees.</li> </ul>	
<b>Article 38 – Openers</b>	<ul style="list-style-type: none"> <li>• Formerly Article 32</li> <li>• The District and POA agree that this Agreement is closed through June 30, 2020, unless both parties mutually agree to reopen an item.</li> <li>• The parties have agreed to meet and confer on the findings upon completion of the CALPERS Public Safety Actuarial study.</li> </ul>	
<b>Equal Employment Opportunity Article</b>	<ul style="list-style-type: none"> <li>• Formerly Article 23</li> <li>• Removed entire article because it is covered in several other District documents already.</li> </ul>	
<b>Tuition Reimbursement Pilot Program</b>	<ul style="list-style-type: none"> <li>• The District and POA agree that during the 2017-2018 fiscal year, a committee of POA representatives and District representatives shall explore the development of a Tuition Reimbursement Pilot Program.</li> </ul>	