



MERCED COMMUNITY COLLEGE DISTRICT
And
POLICE OFFICERS ASSOCIATION

AGREEMENT
July 1, 2022 – June 30, 2025

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ARTICLE 1

Term of Agreement

Three year contract from July 1, 2022 – June 30, 2025.

The term of this agreement shall be until June 30, 2025. Any negotiable item that needs to be addressed outside of formal negotiations because it is not clarified by this contract may be brought forth for consideration by mutual consent of District and MCCD POA. The matter will not be considered if either party does not wish to bring the issue forward.

ARTICLE 2

Recognition

The District recognizes MCCD POA as the sole and exclusive representative of those members of the Merced College Police Officers bargaining unit by Board action on December 3, 2013.

ARTICLE 3

Severability

Savings Clause: If, during the life of this Agreement, any law or any order issued by a court or other tribunal of Competent Jurisdiction other than the District, shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be inoperative so long as such law or order shall remain in effect, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. In the event of suspension or invalidation of any Article or Section of this Agreement, the parties mutually agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 4

Support of Agreement

During the term of this Agreement, the District agrees not to negotiate with any other organization on matters upon which MCCD POA is the exclusive officially designated representative and which is within its scope of representation. MCCD POA agrees to negotiate only with the representatives officially designated by the District to act on its behalf, and the District agrees to negotiate only with the representatives officially designated by MCCD POA to act on its behalf. MCCD POA agrees that neither MCCD POA, its officers, agents or individual members will attempt to negotiate privately or individually with the Board, any individual Board member, or any person not officially designated by the Board as its representative. Correspondence from the District to the President of MCCD POA will constitute official communication to the bargaining unit.

ARTICLE 5

Effect of Agreement

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the

absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.

Nothing contained in this Agreement shall be interpreted to imply or permit the invocation of past practice, or tradition, or accumulation of any unit member rights or privileges other than those expressly stated herein.

ARTICLE 6

Waive Clause

This Agreement may be altered, changed, added to, deleted from, or modified only through the mutual consent of both parties.

All federal and state laws or rules mandatorily affecting classified unit members and not included in this contract, will have the same force and effect as those spelled out in full.

Any additions or changes in this Agreement shall not be effective unless reduced in writing and properly ratified and signed by both parties.

ARTICLE 7

Management Rights

There are no provisions in this Agreement that shall be deemed to limit or curtail the Board of Trustees in any way in the exercise of the rights, powers and authority which the Board of Trustees had prior to the effective date of this contract, unless, and only, to the extent that provisions of this Agreement specifically limit or curtail such rights, powers and authorities.

MCCD POA recognizes and agrees that the Board of Trustees' rights, powers and authority include, but are not limited to, the right to manage its operation; direct, select, decrease and increase the work force, including but not limited to hiring, promotion, demotion, transfer, suspension, lay-off or discharge; to maintain discipline and efficiency of unit members, to prescribe rules to that effect, to establish and change standards, to determine the qualifications of unit members and to evaluate their effectiveness; the right to make plans and decisions on matters involving its operations; to determine solely the extent to which the facilities of any department thereof shall be operated, additions thereto, removal of equipment, outside purchase of products or services, the scheduling of operations, the means and processes of operations, the materials to be used, and the right to introduce new, or improved, methods and facilities, and to change or alter any existing methods and facilities, to regulate equality of services and to otherwise take any actions to run the entire operation efficiently.

MCCD POA therefore agrees that it and the unit members it represents will wholeheartedly cooperate with the Board of Trustees to assure that each unit member performs in accordance with all the terms, conditions and provisions herein.

It is mutually understood and agreed that the Board of Trustees may contract out work covered under this agreement provided that such contracting out of work will not cause a lay-off of unit members covered under this agreement.

MCCD POA recognizes and agrees that the District has the right to create and adopt policies and procedures specific to police activities, including the adoption of Lexipol policies.

ARTICLE 8

District/MCCD POA Relations – MCCD POA Rights

MCCD POA shall have the following rights:

1. MCCD POA shall have the right of access to bargaining unit members outside of their assigned duties, i.e. before and after work hours, at meal and break periods and at other times with the approval of the immediate supervisor.

MCCD POA officials or staff shall, with the permission of the superintendent or designee, have access to bargaining unit members at reasonable times by checking in with the superintendent or designee and informing him/her of the place and type of activity to be conducted.

The superintendent or designee can verify that such requested activities will not interfere with the school programs and/or duties of unit members and will not directly or indirectly interfere with the right of unit members to refrain from listening to or speaking with a MCCD POA representative.

The MCCD POA president or his/her designee shall have release time to attend District board meetings.

2. MCCD POA may use bulletin boards designated for its use in appropriate places located on campus and at off-campus facilities. All items to be posted shall be officially authorized by the MCCD POA executive board, and shall bear the date of posting and the date of approval. A copy shall be provided to the District superintendent-president. MCCD POA is limited to the use of one-fourth (1/4) of any one designated bulletin board at any one time.
3. MCCD POA communications placed in staff mailboxes shall bear the letterhead of MCCD POA and the date of distribution. Only those communications officially authorized by the MCCD POA executive board shall be placed in staff mailboxes. A copy of each communication shall be provided either electronically or by hard copy to the superintendent-president. MCCD POA shall be provided, without charge, a mailbox and shall be permitted reasonable use of the school mail system.
4. MCCD POA shall pay for its own supplies whenever the use of District equipment is approved for producing MCCD POA materials. MCCD POA shall pay a reasonable fee for such use. The fee shall be established by the College administration and shall be the same fee charged for all non-District materials. District requirements shall at all times have priority over those of MCCD POA.
5. Upon request through regular channels, MCCD POA will be granted use of facilities for meeting purposes without charge, depending upon availability of space.
6. MCCD POA will be provided materials and data that are available to the public.
7. Members shall not be given time off work for meetings of MCCD POA unless approved by the superintendent-president or designee.
8. District shall make available its Board policies and Administrative Procedures and Personnel Rules and Regulations electronically.
9. District shall furnish MCCD POA with one (1) copy of the Board agenda "packet", excluding all confidential information or materials as defined by applicable law.
10. MCCD POA shall furnish annually, and update as required, a list of all officials and representatives authorized to act on MCCD POA's behalf. The list shall show name, title, campus location, and campus phone contact.

11. **Prohibition of Advisory Committees:** The District shall not form, or cause to be formed, any advisory committee on any recognized negotiable matter that includes bargaining unit members without the consent of MCCD POA.
12. **Personnel Records:**
- A. Each unit member shall have a right, upon written request, to review the contents of his/her own personnel file maintained in the District Office of Human Resources, as provided by state law.
- (1) A representative of the unit member's choosing may accompany the unit member in this review or may review the files without the presence of the unit member as long as the representative has written authorization from the unit member to review the file.
- (2) This review shall be made in the presence of the manager or his/her designee responsible for the safekeeping of this file.
- (3) All ratings, reports or records which were obtained prior to the employment of the person involved, or were prepared by identifiable interview committee members before or after employment, shall not be included in the personnel file.
- (4) This examination shall take place at a time when the unit member is not required to render service to the District and during the hours 8 a.m. - 12 noon and 1 - 4:30 p.m., Monday through Friday. When possible, arrangements for such examination should be made in advance.
- B. Information of a derogatory nature shall not be entered or filed until a unit member is given notice, furnished a copy of the material, and given a period of ten (10) working days to review, initial, and/or respond in writing. All such information shall include the name of the originator and the date entered.
- (1) The unit member's review of such materials may take place during the normal business hours of the District.
- (2) The unit member shall have the right to answer in writing any complaints or other derogatory material filed and such answers shall be attached to the file copy of the document.
- C. The unit member shall have the right to place material in his or her file which relates to evaluation. The material shall be submitted to the Chief Human Resources Officer, who shall place the material in the unit member's file.
- D. Each unit member will inform the Office of Human Resources of any change in name, residence address or telephone number. A post office box number will not be substituted where there is an existing street address. Each unit member shall have on record in the Office of Human Resources a telephone number where the person can be reached in an emergency. This number will be confidential unless otherwise directed.
13. **Job Descriptions and Class Specifications:** Upon initial employment and upon each change in classification thereafter, each classified unit member shall be furnished with two (2) copies of his/her class specification and job description, plus salary data. The class specification and job description will state the duties required to be performed in each position and the equivalency of a full-time workweek. The salary data shall include the range and step placement, and the

applicable rates of pay. One copy shall be retained by the unit member and the other copy shall be signed and dated by the unit member and returned to his/her supervisor.

14. **District Notice to POA of New Hires:**

A. The District shall provide POA notice of any newly hired employee, within ten (10) days of date of hire, via an electronic mail. Please include the following information: full legal name, date of hire, classification, and site.

B. Employee Information

(1) “Newly hired employee” or “new hire” means any employee, whether permanent, full time, part time, eligible bargaining unit members hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by POA. For those latter employees, for purposes of this article only, the “date of hire” is the date upon which the employee’s employee status changed such that the employee was placed in the POA unit.

(2) The District shall provide POA with contact information on the new hires. This contact information shall include the following items on file with the District, “except for employees who have submitted written requests pursuant to Government code section 6254.3 (c)” with each field in its own column:

- a. First Name;
- b. Middle initial;
- c. Last name;
- d. Suffix (e.g. Jr., III);
- e. Job Title;
- f. Department;
- g. Primary worksite name;
- h. Work telephone number, if applicable;
- i. Work Extension, if applicable;
- j. District email address;
- k. Home Street address (incl. apartment #);
- l. City;
- m. State;
- n. ZIP Code (5 or 9 digits);
- o. Home telephone number (10 digits), when available;
- p. Personal cellular telephone number (10 digits), when available;
- q. Employee ID;
- r. CalPERS status (“Y” if in CalPERS; “N” if not in CalPERS);
- s. Hire date.

(3) Periodic Update of Contact Information: The District shall provide POA with a list of all bargaining unit members’ names and contact information upon request. This contact information shall also include the following information, with each field listed in its own column:

- a. First Name;
- b. Middle initial;
- c. Last name;
- d. Suffix (e.g. Jr., III);
- e. Job Title;

- f. Department;
- g. Primary worksite name;
- h. Work telephone number, if applicable;
- i. Work Extension, if applicable;
- j. District email address;
- k. Home Street address (incl. apartment #);
- l. City;
- m. State;
- n. ZIP Code (5 or 9 digits);
- o. Home telephone number (10 digits), when available;
- p. Personal cellular telephone number (10 digits), when available
- q. Employee ID;
- r. CalPERS status (“Y” if in CalPERS; “N” if not in CalPERS);
- s. Hire date.

15. **New Employee Orientation:**

- A. “New employee orientation” means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- B. The District shall provide POA access to its new employee orientations. POA shall receive not less than ten (10) days’ notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that was not reasonably foreseeable.
 - (1) In the event the District conducts a group orientation, POA shall have 30 minutes of paid release time for two (2) POA representatives of their choice one of which may be the POA Labor Relations Representative.
 - (2) In the event the District conducts one-on-one orientations with new employees, POA shall have up to thirty (30) minutes of paid release time for one (1) POA representative to conduct the orientation session, which could be the POA Labor Relations Representative.
- C. POA shall provide new employees with access to the POA membership applications.
- D. Except in exigent circumstances or at the employee’s request, the orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time.
- E. The District agrees to respect POA’s time during their presentation.

ARTICLE 9

Working Conditions

There are no verbal or written understandings or agreements, or past practices, which are binding on either the Merced Community College District, MCCD POA, Merced College, other than the written agreements enumerated or referred to in this agreement. No further agreement shall be binding on either the Merced Community College District, MCCD POA, Merced College, until it has been put in writing and signed by both the Merced Community College District, MCCD POA, Merced College, and incorporated into this agreement.

ARTICLE 10

Safety

District Compliance: The District 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.

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 the above paragraph.

Personal Safety Devices and Safeguards: Any articles of personal protection as required shall be provided by the District at no cost to the unit member.

MCCD POA Responsibilities: MCCD POA recognizes the obligations of members of the bargaining unit to use the equipment and supplies provided and to follow the instructions issued for their use.

ARTICLE 11

Dues Deduction

MCCD POA shall have the sole and exclusive right to have membership dues deducted by the District for unit members in the bargaining unit.

The District will deduct from the pay of employees who elect to become MCCD POA members and pay to MCCD POA the normal and regular monthly MCCD POA membership dues as voluntarily authorized, in writing, by the unit member on a MCCD POA form provided to the member and subsequently to the District, subject to the following conditions:

1. Such deduction by the District of dues shall be made only upon the submission of a MCCD POA form, duly executed and authorized by the member and provide to the District by the exclusive representative.
2. The District shall not be obligated to put into effect any new or changed deduction unless the change is in the District payroll office prior to the tenth (10th) of the month.

MCCD POA agrees to indemnify, defend and hold the District harmless against any claims made of any nature whatsoever, and against any claim or suit instituted against the District arising from its collection and deduction of MCCD POA dues.

ARTICLE 12

Leaves

Definitions and Applicable Provisions of Law

- 1) "Family member" means any of the following:
 - a) A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
 - b) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
 - c) A spouse.
 - d) A registered domestic partner.

- e) A grandparent.
- f) A grandchild.
- g) A sibling.

Pregnancy Disability Leave (PDL)

A pregnancy disability is a physical or mental condition related to pregnancy or childbirth that prevents the employee from performing essential duties of their job, or if the job would cause undue risk to the employee or the employee's pregnancy's successful completion.

Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA)

Under FMLA/CFRA, an eligible employee may take up to 12 weeks of unpaid, job-protected leave for the illness or injury of the employee or to care for an immediate family member. Under CFRA, an eligible employee may take an additional 12 weeks of unpaid, job-protected leave to bond with a newborn or a child placed with the employee for adoption or foster care.

SICK LEAVE ACCRUAL

A regular unit member employed five (5) days per week shall be granted one (1) day (eight (8) hour) per month leave of absence for illness or injury for each month of service. An unit member employed less than five (5) days per week shall be granted that proportion of one (1) day per month as the number of days per week he/she is employed bears to five (5).

A unit member, employed five (5) days per week, who is employed for less than a full fiscal year, is entitled to the proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).

A unit member employed less than five (5) days per week but twenty (20) hours or more per week, shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5).

When such persons 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.

Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served the day of illness.

At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each unit member. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new unit member of the District shall not be eligible to take more than six (6) days or the proportionate amount to which he/she may be entitled, until the first day of the calendar month after completion of six (6) months of active service with the District.

Pregnancy shall be treated as an illness for the purposes of sick leave.

If a unit member does not take the full amount of sick leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

REPORTING SICK LEAVE

In order for unit members to receive sick leave compensation, the procedures below will be followed:

The unit member must notify the immediate supervisor or designee at the work location of his/her absence within the first hour of work of the first day of absence unless conditions make notification impossible.

The unit member who has been absent five days or more and who has been notified that a substitute has been hired shall, at least one day prior to his/her expected return to work, notify his/her supervisor so that the employment of any substitute unit member may be terminated. If the unit member fails to notify his/her supervisor and both the unit member and the substitute report, the substitute is entitled to the assignment, and the unit member shall not receive pay for that day.

An unit member absent for three (3) working days or more may be required to present a physician's statement stating the nature of the illness or injury and the date the unit member is able to return to work.

The District will require verification of all absences if there is reason to know or suspect abuse of the personal illness and injury leave by a unit member. Any such request for verification shall be preceded by a written explanation and warning from the District that the unit member will be required to provide such certificate prior to any further sick leave usage. Any such written warning shall remain in effect for twelve (12) months.

Unit members who take time off during the work day for medical or dental appointments shall either utilize sick leave, or other leave with their supervisor's approval, for this purpose, or, with the agreement of the supervisor, be allowed the alternative of making up the time in advance, on the same day, or subsequent to the absence.

INTEGRATION OF EXTENDED SICK LEAVE AND DISABILITY INSURANCE

As authorized by Education Code section 88196, the District has adopted and maintains a rule which provides that each regular classified unit member shall be credited once a year with a total of 100 working days of paid sick leave, including the days to which he or she is entitled under this Agreement, for the employee's illness or accident. Once the days of the fully paid sick leave are exhausted, the balance of the 100 working days shall be compensated at 50% of the unit member's regular salary and shall be referred to herein as "extended sick leave."

As authorized by Education Code section 88196.1, a classified employee is eligible to use his or her sick leave for the purposes of parental leave for a period of up to 12 workweeks. When the employees has exhausted all available sick leave and continues to be absent from his or her duties on account of parental leave, the employee shall be compensated at no less than 50% of the employee's regular salary. This benefit runs concurrent with FMLA and CFRA leaves.

In accordance with Education Code section 88196.5, if an unit member is absent from work on account of illness or accident, and receives disability benefits under a District provided insurance policy in an amount of equal to at least 50% of their regular salary, then each day for which such disability benefits are paid shall be deducted from the unit member's bank of extended sick leave days until such leave entitlement is exhausted.

This provision is not intended to justify or authorize a unilateral reduction in District paid insurance benefits should such benefits be in excess of 50% pay.

INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

Under the Workers' Compensation Laws of this state, unit members shall be entitled to the following benefits:

1. An unit member suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a 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.

2. Payment of 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 commence on the first day of absence. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.
3. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave may then be used. If, however, an unit member is receiving payments under Workers' Compensation Laws at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her available sick leave and vacation leave which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.
4. When an unit member on industrial accident or illness leave is able to return to work, provided the unit member still meets the requirements of the position, he/she shall be reinstated in that position without loss of pay or unused benefits.

No absence under any paid leave provision 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 excluding paragraph 4 above, and during probationary periods.

PERSONAL NECESSITY LEAVE

A maximum of seven (7) days of absence for illness or injury leave earned pursuant to the Sick Leave provisions of this agreement may be used by the unit member at his/her election, in cases of personal necessity, including any of the following: (pursuant to Labor Code 233 and Ed Code 88207)

- a. **Death of a member of the unit member's immediate family** when additional leave is required beyond that provided in the bereavement leave provisions of this agreement.
- b. **Accident involving the unit member's person or property**, or the person or property of a member of the immediate family.
- c. **Appearance in court** when a unit member is required to appear as a litigant party or witness under subpoena or any order made with jurisdiction except when appearing as a paid expert witness.
- d. **Attend to an illness** of a child, parent, spouse or domestic partner of the unit member.
- e. **Personal emergencies other than mentioned above**. When the unit member's need for absence is based upon immediate and/or unavoidable personal circumstances, use of personal necessity absence shall be permissible, subject to approval of the immediate supervisor/manager or administrator.

Upon return from a personal necessity leave, bargaining unit members shall be required to complete absence verification forms provided by the District and to submit such verification as may be required.

BEREAVEMENT LEAVE

The District agrees to grant necessary leave of absence with pay at the unit member's regular rate for a period not to exceed three (3) days, or five (5) days if out of state or 300 or more miles of travel are required, at the time of the death of any member of the immediate family of a member of the bargaining unit or his/her spouse. Members of the immediate family shall mean the mother, father, stepmother, stepfather, grandmother, grandfather, grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister; or any relative of either spouse living in the immediate household of the unit member.

Members of the bargaining unit may request permission of their immediate supervisor to be absent without pay on account of the death of any relative not designated as immediate family.

Members of the bargaining unit shall be required to contact their immediate supervisor prior to the start of their regular work shift to request bereavement leave. Failure to do so may result in ineligibility for paid leave and may be considered to be an unauthorized absence.

Upon return from bereavement leave, members of the bargaining unit shall be required to complete a leave verification form provided by the District and provide such proof of eligibility for bereavement leave benefits as may be required by the District.

JURY DUTY

A unit member shall be entitled to leave without loss of pay and shall provide the District proof of service for any time the unit member is required to perform jury duty. The District shall pay the unit member the difference, if any, between the amount received for jury duty and the unit member's regular rate of pay. This requires the unit member to sign over jury duty payments to the District. Any meal, mileage and/or parking allowance provided the unit member for jury duty shall not be considered in the amount received for jury duty. Any day during which any unit member in the bargaining unit whose regular assigned shift commences at 4:00 p.m. or after and who actually serves on a jury shall be relieved from work with pay.

MILITARY LEAVE

A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

CATASTROPHIC LEAVE

AGREEMENT:

Pursuant to Ed Code 87045, the parties agree to allow eligible employees the opportunity to donate earned sick leave to the benefit of a bargaining unit member suffering from a catastrophic illness or non-work-related injury as allowed by California Statute.

DEFINITIONS:

"Catastrophic leave is defined as a serious debilitating illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's immediate family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all eligible leave." Chronic conditions and short term conditions such as colds, flu, measles and/or common illnesses or injuries, are not deemed catastrophic.

- Donation is the voluntary irrevocable transfer of an authorized amount of sick leave from a donor(s) to the pool. Once donated hours are processed and transferred, donations are irrevocable. Donations are not tax deductible for donating employee. Donated leave time is subject to the recipient's normal payroll deductions and are subject to all taxes as required by law.
- Donor is a bargaining unit member who earns sick leave and is a permanent employee.
- Recipient is the requesting employee who is on a formal sick leave status/provides physician documentation that meets the requirements for catastrophic leave. An employee who is receiving catastrophic sick leave donated by other employee(s) shall be allowed to earn vacation and sick leave while in that status. All earned leave shall first be used prior to the use of the donated leave time.
- Family, for purposes of this article, is defined under California Labor Code section 233 as a person for whom the employee is legally responsible under the "kin care leave" provisions, e.g., child, parent, spouse, or registered domestic partner.
- Pool consists of donated hours of sick leave.

CATASTROPHIC LEAVE POOL:

- When a need for donation arises, the Chief Human Resources Officer or designee will initiate a call for donations. Pool donations will go directly into the general pool to be distributed.

PROCESS:

- Recipients must make their request for catastrophic leave in writing to the Chief Human Resources Officer or designee. Requests may also be made by the bargaining unit on behalf of the employee in need if the employee grants permission to the bargaining unit to make the request.
- Decisions to grant catastrophic leave are made by the Chief Human Resources Officer or designee. Any employee who meets the definitions and requirements of this article will be granted catastrophic leave.
- The decisions to grant or deny catastrophic leave are not subject to any grievance, administrative review or arbitration procedure as applicable to either donor or recipient employee.
- Catastrophic leave will not be granted beyond one rolling calendar year from the start of the most recently approved catastrophic leave unless an extension is negotiated by the parties.
- Catastrophic leave donations cannot be used retroactively for a previous unpaid absence. In order to ensure proper administrative application of the catastrophic leave program, Payroll may, in some instances, need to complete the actual transfer retroactively.

RELATIONSHIP OF CATASTROPHIC LEAVE TO OTHER LEAVES OF ABSENCE

- Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA): Any and all leave received by an employee under this article are considered as FMLA and/or CFRA and count toward the employee's FMLA and/or CFRA entitlement.
- Worker's Compensation Benefits: The Catastrophic Leave Donation Program does not cover time off due to a job-related injury covered by workers' compensation benefits.
- Long-Term Disability: The Catastrophic Leave Donation Program does not cover time off due to a recognized disability being covered by disability leave.
- Extended Sick Leave: The use of Extended Sick Leave is intended for the employee's own illness or non-work related injury. In the event of a personal catastrophic illness, an employee has two options:
 - 1) Exhaust all extended sick leave (100 working days at 50% pay) prior to accessing the catastrophic leave pool
 - 2) Run Extended Sick Leave and Catastrophic Leave concurrently to remain in 100% paid status

The inability to exhaust Extended Sick Leave will not exclude an employee from catastrophic leave for care of a family member who is experiencing a catastrophic event.

- Service Credits: The recipient employee earns service credit toward retirement and longevity while on catastrophic leave in the same manner as paid sick time.
- Retirement Contributions: Donated leave is treated in the same manner as any paid status in that the District contributes for both employees. Catastrophic leave time may not be used to extend a date of retirement.

GENERAL LEAVE

A permanent unit member who has used all vacation time to which he/she is entitled, and who requests to be absent from work because of personal reasons, may be granted a personal leave if approved by his supervisor, without pay, for a period of time not to exceed one week. A personal leave of more than one week may be extended upon approval of the Board up to one full year of total leave time.

The unit member must submit the appropriate form to his/her supervisor which states specific reasons for the personal leave.

ARTICLE 13

Professional Development

Enrollment in College Courses: On either a reduced pay or an adjusted work schedule basis, a member may request permission to take a college course during his/her regularly scheduled workday. Approval of such a request shall be contingent upon the following conditions:

1. The course will improve the member's service to the District.
2. Additional funds will not be required.
3. The workload in a particular area will not be adversely affected.
4. The maximum number of adjusted work hours per week which may be allowed is five (5), except that when a single class requires more than five (5) hours, a maximum of ten (10) hours may be requested.
5. The amount of reduced pay shall be proportionate to the time taken from the regular workweek.
6. Approval of the request must be received from the immediate supervisor and the Superintendent/President or designee.

The above shall not prevent unit members from requesting to take courses at the college during work time with no loss of pay or readjustment of schedule. The district shall have the sole discretion to approve or deny such requests based on District needs.

Professional Improvement Plan: The professional improvement days will be provided to permanent unit members in the following manner:

Years of Service	Number of Days
6 to 10 years	2 days of professional improvement days to be taken within this five-year period.
11 to 15 years	2 days of professional improvement days to be taken within this five-year period.
16+ years	2 days of professional improvement days allowed per year.

Professional Improvement/Development days are available to provide permanent unit member with the opportunity to participate in professional development/improvement seminars, workshops, meetings, and related activities to enhance their skill, proficiency, and expertise in their current professional endeavor. It will be the responsibility of the unit member to pay any and all fees and expenses associated with the activity. The unit member will, however, be encouraged to apply for Classified Staff Development funds or other appropriate funding sources to pay for the activity.

Use of the Professional Improvement days shall be scheduled at times requested by the bargaining unit member insofar as possible within the District's work requirements. All Professional Improvement day(s) will be by mutual agreement with the unit member's immediate supervisor. The unit member may request a written explanation for the denial of use of Professional Improvement days. Denial of a request is grievable under Article 17, Grievance Procedures.

Request for use of these days shall be submitted on a **Professional Improvement/Development Application**, available in the Office of Human Resources, at least 30 days prior to the proposed activity. Included on the application will be a description of the proposed activity, date of activity, relationship of activity to the unit member's current job position, and signature of the unit member.

The request will be reviewed by the unit member's immediate supervisor. Any denial shall be made within five (5) working days of submission of the request form.

ARTICLE 14

Holiday Schedule

The District agrees to provide all unit members in the bargaining unit with the following paid holidays:

New Year's Day	Independence Day
King's Day	Labor Day
Lincoln's Day	Admission Day (Good Friday in lieu of)
Washington's Day	Veteran's Day
Memorial Day	Thanksgiving Day and following Friday
Juneteenth	Christmas Day

In addition to the above, all unit members will receive four (4) consecutive working days of holiday designated by the Board of Trustees during the period of time when classes are not in session at the end of the calendar year.

Bargaining unit members are entitled to Board-granted days off or those designated by the Governor of California or President of the United States. These days will be with pay, providing the holiday falls during the unit member's work year and the unit member is on paid status during any portion of the working day immediately before or after the holiday. If a bargaining unit member is required by his/her supervisor to work on a holiday or Board-granted day off, he/she will receive time and a half, in addition to his regular pay.

A unit member who is paid overtime for working on a holiday or Board-granted day off will not receive an additional day off.

Whenever Friday or Monday is observed by the District as a holiday because the actual holiday falls on Saturday or Sunday, a unit member whose normal workweek includes working on Saturday or Sunday may elect to receive either the holiday or the in-lieu-of day as his observance day. When a unit member is requested to work both a holiday and an in-lieu-of day, he will be paid the overtime rate for only one day.

Should a holiday or Board-granted day off occur while an unit member is absent from work because of sick leave, vacation or other paid leave of absence, the holiday shall not be deducted from his other paid leaves of absence.

ARTICLE 15

Unit Member Evaluations

The immediate supervisor under whom unit members serve shall evaluate the unit member by means of a performance evaluation.

1. The following schedule shall be followed for the completion of the performance evaluation:
 - a. For regular probationary unit members: at the end of the second and fifth months of service.

- b. For promotional unit members: at the end of second and fifth months of service. Thereafter, once per year.
- c. For regular permanent unit members: once per year.
- d. For reassigned unit members: at the end of second and fifth months of service. Thereafter, once per year.

Definition: A reassignment is a change to a different job classification in the same pay range, or to a different job classification in a lower pay range but not in the same general classification area (e.g., accounting, cafeteria, clerical, maintenance, operations, or student services)

2. The following procedure should be adhered to in regard to performance evaluation reports:
 - a. The performance evaluation reports shall be completed by the unit member's immediate supervisor.
 - b. All regular permanent unit members' immediate supervisors must have supervised the regular permanent unit member for not less than 100 days.
 - c. The reports shall be completed on forms prescribed by the District.
 - d. Whenever a unit member is evaluated by his/her immediate supervisor, he/she will discuss the evaluation with his/her immediate supervisor and sign it. A copy shall be forwarded to the Human Resources officer for inclusion in the unit member's permanent file and the unit member shall receive a signed copy for his/her personal file.
 - e. Review: A regular unit member who has reason to question some aspect of his/her performance rating may request that the appropriate administrator review the rating with the unit member. Should either the appropriate administrator or the unit member feel that further review is desirable, the District superintendent/president or designee may be requested to review the rating.
 - f. Evaluations shall be based upon the direct observation and knowledge of the evaluator. No evaluation shall be made based upon hearsay statements. Any negative evaluation shall include specific recommendations for improvement and provisions for assisting the unit member in implementing any recommendations made. The unit member shall have the right to respond in writing within ten (10) days to any derogatory evaluation and this shall be included in the unit member's file.
 - g. Evaluations are confidential and once placed in the personnel file, can be viewed only by the unit member, evaluator and/or persons designated by the Superintendent/President or designee. The unit member will be notified if such designation occurs.

ARTICLE 16

Transfers and Vacancies; Shift Rotation

Transfers

Should the District propose to create new classifications whose placement would be appropriate in the bargaining unit covered by this agreement, District agrees that it will meet and confer with the Association concerning any such placement, and the effects of the placement on the classifications in the covered bargaining unit.

Definitions: Transfers are defined in the following manner:

1. A lateral transfer: a movement from one department to another in the same classification, with the same hours, days and months.
2. A voluntary transfer: a movement from one classification to another classification that is vacant and initiated by the bargaining unit member.
3. An involuntary/administrative transfer: a unit member may be transferred on a temporary or permanent basis at any time. Such transfers shall be necessary to meet the needs of the District. The affected unit member and POA shall be given notice five (5) work days prior to the final decision in order to schedule a meeting to discuss the transfer.
4. A promotion: a movement to a classification with either a greater range or more hours, days or months.

The above categories are not mutually exclusive and "classification" as used in this Article, is defined as it is in Education Code section 88001(a), that is a distinct position with a title, number of hours per day, days per week and months per year.

Process for Lead Officer Position : The intent is to value employee engagement and advancement opportunities while ensuring a clear, competitive, equitable and fair process. This position is an internal advancement opportunity. Interested bargaining unit members will submit a letter of interest and participate in an interview. The District may utilize a transfer process to appoint a lead officer.

Shift Rotation

The parties agree that a shift rotation system shall be established, applicable to both the Merced and Los Banos campuses. The original shift selection shall be made in order of classification seniority with the person holding the greatest seniority as a Campus Police Officer selecting first. After the first selection process, the person holding the greatest seniority will move to the bottom of the rotation list, and the other officers will then choose their shifts in order of seniority. This process will be repeated every six (6) months or on an equitable cycle at the discretion of the Chief of Police Services. Shift rotation will not deprive any officer of his or her pre-selected vacation. The District will provide an appropriate vehicle for the use on District business of the officer assigned to the Los Banos Campus.

Vacancies

At the time the District determines that a vacancy exists, every effort will be made to fill the vacancy as promptly as the process will allow.

ARTICLE 17

Grievance Procedure

The purpose of this article is to provide an orderly procedure for reviewing and resolving grievances promptly at the lowest possible management level.

Definitions:

- a. "Grievance" is an alleged direct violation or misapplication of a specific article or section of this Agreement.
- b. A "grievant" may be any member or members of the bargaining unit covered by the terms of this Agreement.
- c. A "day" (for the purposes of this grievance policy) is any day on which the District office is open for business.
- d. The "immediate supervisor" is the first individual having immediate jurisdiction over the grievant, and not within the same bargaining unit as the grievant.

Time Limits:

The bargaining unit members who fail to comply with the established time limits at any step will forfeit all rights to the further application of the grievance procedure for the alleged violations of this Agreement. Each party agrees to make every effort to complete action on grievances within the time limits of this procedure; however, with the written consent of all parties, the time limitation for any step may be extended.

Presentation:

A unit member may present a grievance during regular work hours. An individual processing a grievance shall follow the procedures of this section, and the adjustment must be consistent with the terms of this Agreement. After the informal discussion stage the unit member shall have the right to the presence of a MCCD POA representative at all steps, at all conferences, and during any and all discussions and/or proceedings concerned with processing or adjusting the grievance.

Grievance Processing During Contract Transition:

An alleged grievance not resolved prior to the termination of this Agreement shall be processed under the terms of this Agreement.

Grievance Initiation Limit:

Any alleged grievance occurring more than ten (10) work days prior to the informal discussion phase of the grievance procedure with the immediate supervisor shall not be processed by the District.

Grievance Procedure:

a. Step 1. Informal Discussion

Within ten (10) work days of the alleged occurrence of a grievable event, the unit member shall discuss the matter orally with his/her immediate supervisor.

Within ten (10) work days following the oral discussion, the immediate supervisor shall orally give the unit member his/her response.

b. Step 2. Formal

If the alleged grievance is not resolved to the satisfaction of the grievant in Step 1, a formal grievance, in writing, may be submitted to the unit member's immediate supervisor within five (5) work days from the informal response. The statement must be complete, including but not limited to full unit member name, all facts giving rise to the grievance, the date of occurrence; the date of informal discussion, the date of oral response, and shall state and identify the appropriate reference of all provisions and sections of this Agreement alleged to be violated. The unit member shall indicate the specific relief or action requested.

Within ten (10) work days after receiving the formal grievance, the immediate supervisor shall answer in writing to the grievant.

c. Step 3. Formal

If the grievant is not satisfied with the decision rendered in Step 2, he/she may appeal the decision within ten (10) work days from the date of receipt of the answer in Step 2, to the Superintendent President or designee.

Within ten (10) work days after receipt of the appeal, the Superintendent-President or his designated representative shall give an answer, in writing, to the grievant.

d. Step 4. Formal

If the grievance is not satisfactorily adjusted at Step 3, the grievant may appeal in writing to the Board of Trustees within five (5) work days of the receipt of the response from Step 3. At the grievant's request the Board will schedule an executive session or public hearing at the next regularly scheduled public meeting. Within five (5) work days after this meeting, the Board of Trustees will communicate to the grievant, in writing, its decision on the grievance. The decision of the Board will be final.

Grievance Witnesses:

The District shall make available for testimony in connection with the grievance presentation any District unit members who have direct knowledge of the incident in question, and who are requested to appear by the grievant. A unit member requested to appear as a witness in conjunction with this article shall suffer no loss of pay.

ARTICLE 18

Vacation Plan

Eligibility: All unit members in the bargaining unit shall earn paid vacation time under this article. Effective July 1, 2020 vacation benefits will accrue monthly.

A probationary unit member new to the District shall accumulate vacation at the specified rate but shall not be eligible to take vacation until becoming a permanent unit member.

Accumulation: The table below provides the annual vacation accrual rates:

YEARS OF SERVICE	DAYS PER YEAR	MAXIMUM CAP in HOURS
0-5	12	192
6-10	15	240
11-15	18	288
16-20	22.5	360

Employee accruals for years of service are based on the employee's anniversary date.

Vacation Pay: Pay for vacation days for all bargaining unit members shall be the same as that which the unit member would have received had he/she been on a working status.

Vacation Pay Upon Termination: On termination from service, the unit member shall be entitled to lump sum compensation for all earned and unused vacation, except that unit members who have not completed six (6) months of employment on regular or restricted status shall not be entitled to such compensation.

Vacation Postponement: If a bargaining unit member's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with the vacation schedule available at that time, or may request that his/her vacation carry over to the following year.

If the District does not, in writing, permit a bargaining unit member to take all or any part of his/her annual vacation, the amount not taken that exceeds the maximum allowed in vacation carryover shall be paid for in cash.

Vacation Carry-Over: Any unit member in the bargaining unit who has been employed for more than one (1) year may elect to carry over a number of days not to exceed the number of days which could be accumulated in a two (2)-year period.

Holidays: When a holiday, as defined in this agreement, occurs during the scheduled vacation of a bargaining unit member, the unit member will receive pay at the regular rate of pay for the holiday and shall not be charged a vacation day for absence on the holiday.

Vacation Scheduling: Vacations shall be scheduled at times requested by bargaining unit members insofar as possible within the District's work requirements. All vacation periods will be subject to the approval of the unit member's immediate supervisor. The unit member is entitled to a written explanation for the denial.

If there is any conflict between unit members who are working on the same or similar operations as to when vacations shall be taken, the unit member with the greatest hire date seniority shall be given his/her preference.

Upon receipt of a written vacation request, the unit member's supervisor shall notify the unit member within a ten (10)-day work period with regard to the approval or disapproval of the request. Should a supervisor responsible for approving vacation be absent, the Superintendent/President or his designee shall approve or disapprove the request.

Interruption of Vacation: The District may allow permanent classified members of the bargaining unit to interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided the unit member supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.

ARTICLE 19

Hours and Overtime

Work Year: The normal work year shall begin on July 1 and end twelve (12) months later on June 30. Certain positions may be designated as having a work year of nine, ten or eleven months.

Work Week: The unit member's normal workweek shall consist of forty (40) hours.

Work Day: The length of any unit member workday shall be established by the District in compliance with the law for each unit member relative to the needs of the District.

Where the District has determined a need for change in the unit members' work hours, the change may be implemented by mutual agreement.

If the District and unit member do not reach a mutual agreement on work hour changes, the following steps shall be taken:

- A. District will provide a fourteen (14) day notice.
- B. District will notify MCCD POA President or in his/her absence or the MCCD POA Vice President along with the Human Resources officer when the change in hours are made. The District will consult with MCCD POA President if so requested.

Alternative Shift Schedules: The District and MCCD POA agree that alternative shifts may be implemented by mutual agreement.

Lunch Period, Rest Periods: The District shall make every effort to provide an unpaid uninterrupted lunch period of not less than one-half ($\frac{1}{2}$) hour for each unit member working five (5) or more consecutive

hours per day. The District shall provide one paid 15-minute rest period for each unit member for each four (4)-hour consecutive period worked at a time approved by the immediate supervisor but not during the first or last hour of the workday.

Rest Facilities: The District shall make available lunchroom and restroom facilities for unit member use.

Voting Time Off: In cases of emergency as described by a unit member to his/her immediate supervisor, the supervisor may grant a unit member time off with pay for the purpose of voting in municipal, state or federal elections.

Overtime: Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the unit member for all work permitted. Overtime is defined to include any time worked in excess of the forty (40) hour workweek.

All hours worked beyond the workweek of forty (40) hours shall be compensated at the overtime rate, or compensatory time off shall be given at the same rate. Up to 24 hours of compensatory time off (16 hours of overtime work) may be accumulated upon approval of the immediate supervisor. Accumulated compensatory time in excess of 24 hours must be approved by the superintendent-president. The District has the option of converting unused compensatory time to cash or vacation time within the twelve (12)-month period following the month in which the overtime was worked.

All hours worked on a paid holiday designated by this agreement shall be compensated at one and one-half (1½) times the regular rate of pay or compensatory time off at the same rate.

Shift Differential Compensation/Split Shift: Any unit member in the unit with 75% or more of his/her assigned work shift between 3:00 p.m. and 12:00 midnight shall be paid a shift differential of 4% above the regular rate of pay for all hours worked.

Any unit member in the bargaining unit with 75% or more of his/her assigned work shift between 11:00 p.m. and 8:00 a.m. shall be paid a shift differential of 6% above the regular rate of pay for all hours worked.

There will be no split shifts for the duration of this contract.

Overtime - Equal Distribution: Overtime shall be distributed and rotated as equally as is practical among qualified unit members within the unit.

Standby Time, Minimum Call-in Time and Callback Time: The District will not require unit members to be available on a standby basis.

Any unit member called back to work, either before or after normal working hours or on a day not worked, shall receive not less than two hours of work at the overtime pay rate, irrespective of the actual time less than that required to be worked.

Hours Worked: For the purpose of computing the number of hours worked, time during which a unit member is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence shall be considered as time worked by the unit member.

Work Hour Reductions: The Merced Community College District of MCCD POA agree to the following stipulations concerning the reduction of assigned working hours for members of the Association:

- A. Whenever a member of the unit and the District agree to a reduction of work hours, the Association will be notified. If the reduction of hours is not initiated by the unit member, the proper notices and procedures for layoff or reduction required by law will be followed.
- B. An hours reduction may be of two types:

- 1) temporary
- 2) permanent

A permanent reduction of hours will not be reversed without the mutual consent of the unit member and the District. A temporary reduction of hours will be treated as a leave of absence for that portion of time assigned to the unit member.

- C. Any notice or approval of assigned time reductions must be in writing and signed by the unit member and authorized District representative.
- D. Reductions in work hours include any reduction in assigned time including hours per day, days per week, or days per year.

ARTICLE 20

District Provision of Unit Member Uniforms and Tools

Uniforms: The cost of the purchase, lease or rental of uniforms, equipment, identification badges, emblems and cards required by the District shall be borne by the District.

Tools: The District agrees to provide all tools, equipment and supplies required by the District and the Industrial Safety Regulations for the performance of employment duties.

Non-Owned Automobile Insurance: The District will not require members of the bargaining unit to use their personal vehicles on District business.

Hold Harmless Clause: The District shall insure against the personal liability of unit members of the District for damages for death, injury to a person, or damage or loss of property caused by the negligent act or omission of the unit member when acting within the scope of his/her employment.

ARTICLE 21

Health and Welfare

Health Benefits: The District agrees to continue providing the current health benefit program for all bargaining unit members who meet eligibility requirements as listed below.

Unit member Assistance Program Confidentiality:

1. In order to promote utilization of the EAP program, it is agreed that voluntary participation and refusal to participate will be held in confidence. All communications with EAP providers are privileged communications subject to confidentiality under California law. Management referrals will be held at the same level of confidentiality as are disciplinary matters.
2. Participation in the program is voluntary. No information will be sought by the District as to whether a unit member has sought assistance following management referral or as to any assistance provided.
3. An unit member may waive the confidentiality of information protected by the California Confidentiality of Medical Information Act in accordance with the procedures prescribed by that Act and may waive other confidential rights by written consent stating (a) the name of the person or organization to whom disclosure is to be made; (b) the specific type of information to be disclosed; and (c) the purpose or need for such disclosure. Nothing in this section would preclude management referral from being part of unit member discipline documentation.

4. In the event confidential information is disclosed to unauthorized persons or organizations, such information shall not be used to impair job security or promotional opportunities or as the basis for any adverse evaluation or action, and shall be expunged from all District records. Nothing in this section is meant to impair the obligations imposed by the California Education Code.

Retiree Coverage: Bargaining unit members, who qualify, and who retire from the District shall be entitled to health and prescription insurance, dental insurance and vision insurance for themselves and their dependents based on the criteria below. Retiring from the District means retiring into the STRS or PERS system upon severance from the District. Eligible (qualifying) unit members hired after February 1, 1989 will receive retiree health coverage to age 65. Regular, part-time unit members in an employment status as of January 31, 1989 who later gain eligibility for health and welfare benefits will not be limited to retiree health coverage to age 65. Unit members hired after July 1, 2005, must have served a minimum of fifteen (15) consecutive years in the District and reached the age of fifty-eight (58) to receive retiree health coverage to age 65.

Retiree benefits are granted only to retirees and their spouse (who was the covered members spouse at the time of retirement) including their dependents.

Welfare Benefits: The District shall provide all bargaining unit members, who qualify, with a fully paid term life insurance policy which shall provide a minimum \$50,000 coverage comparable to the current plan. Such policy shall also provide for accidental death and dismemberment coverage. The District agrees to provide bargaining unit members with an income protection plan comparable to the plan now in effect in the District based upon salaries derived from schedules in effect during the life of this Agreement. Members of the bargaining unit may participate in the tax-sheltered annuity of their choice and the District will provide payroll deduction service for this purpose.

Eligibility: Regular (not substitute or short-term) unit members who are employed to work forty (40) hours or more per week shall be considered as eligible to receive the full District health and welfare fringe benefit program. Fringe benefit coverage shall terminate on the last day of the month following the termination date of a unit member or the reduction in hours below the forty (40)-hour level of the incumbent unit member. Unit members who are employed for fewer than forty (40) but no less than thirty (30) hours per week may elect to remain in the plan, but the District's responsibility for the payment of the premium will be limited to a pro-rata share of premium based on the number of hours for which the unit member is actually working; in the alternative the District will provide an affordable health plan pursuant to applicable law. Those regular unit members who are employed to work nineteen (19) hours per week or less may elect to enroll in the health, dental and/or vision plans but at no cost to the District. Arrangements of payment for coverage of such unit members is subject to the approval of the District.

Surviving Spouse: The surviving spouse of a unit member, or of a retired unit member under provisions in this Article, may opt for continuance of the fringe benefit health package at no cost to the District. The District shall provide and pay for coverage to the surviving spouse and surviving dependents through the last day of the month following the month in which the unit member dies. Election to continue health benefits for the surviving spouse must be made in writing to the District by the last day of the month following the month in which the death occurs. Payment for the remainder of the year (through September 30) shall be submitted at that time.

Each year, prior to the fifth day of September, the annual renewal premium must be submitted to the District Business Office with statement of intent to continue coverage. This agreement is extended only to that person who was the spouse of the unit member at the time of the unit member's death.

These provisions are subject to the requirements of the insurance carrier.

Medical Retirement: After ten (10) years of service, a unit member who leaves the District for a medically based reason may purchase health, dental and vision insurance at the retiree rate to age sixty-five (65).

The intent of this provision is to enable said unit member to opt for such insurance at no cost to the District.

Coverage While on Leave: The bargaining unit members on paid leave are considered to be continuous unit members, and no interruption to the fringe benefit program shall be imposed upon unit members on paid leave. Bargaining unit members on unpaid leave extending beyond thirty (30) days shall have their fringe benefit program terminated for the duration of the leave. A unit member may continue fringe benefit coverage while on unpaid leave by paying the full premium. Fringe benefits shall not be paid by the District for unit members on an unapproved absence.

Parking: The District agrees to continue providing parking for unit members at no charge.

ARTICLE 22

Successor Agreements

MCCD POA shall submit its contract proposal to the District not later than the regular Board meeting in March and the Board shall hold the public meeting on the proposal at the next regular Board meetings.

The terms and conditions of this agreement will remain in full force and effect until a successor agreement is in effect, with the exception of salary and fringe benefits.

ARTICLE 23

Pay and Allowances

Regular Rate of Pay: Pay and Allowances will include the normal step increases and longevity increases.

Longevity: The District will implement one-time longevity bonuses for employees as follows: 11th year (\$150), 16th year (\$300), 21st year (\$500), 26th year and every five years thereafter (\$700).

On July 1 of the employee's eighth year of employment as a unit member with the District, the bargaining unit member will be eligible for a 1% annual longevity increase.

Pay Upon Promotion: When an employee is successful in earning a promotional position (a position in a higher range), the employee shall be placed at a step that results in at least a 5% pay increase to base salary, except that no employee shall be placed higher than Step 7 – the top step of the salary schedule, which may result in a less than 5% increase. An employee who had earned longevity prior to promotion will maintain their longevity years of service upon promotion.

Anniversary Increment: A step increase will be given at the beginning of each fiscal year except for those who have not rendered more than four (4) months of satisfactory service.

Paychecks, Frequency, Special Payments, Lost Checks: The District shall follow the procedures contained in the Education Code for preparing paychecks, determining frequency of payment, handling payroll adjustments, or lost checks.

ARTICLE 24

Disciplinary Action

Discipline shall be imposed on permanent unit members of the bargaining unit only for just cause as prescribed by the District. Disciplinary action is deemed to be any action which deprives any unit member in the bargaining unit of any classification or incident of employment or classification in which the unit member has permanence, and includes dismissal, demotion, suspension or reassignment without the unit member's voluntary written consent.

The superintendent-president may suspend, and recommend to the District the dismissal or demotion for cause of, any unit member. Causes deemed sufficient for dismissal, suspension or demotion are the following:

1. Unauthorized or excessive absence from work.
2. Conviction of any felony or act of moral turpitude.
3. Conduct discrediting public employment.
4. Disorderly or immoral conduct.
5. Insubordination.
6. Bringing intoxicants onto or consuming intoxicants on any school property, or reporting for work under the influence of intoxicants in any degree whatsoever.
7. Neglect of duty.
8. Negligent or willful damage to or waste of public property, supplies or equipment.
9. Willful violation of any provision of this contract.
10. Falsification of information or qualifications.
11. Violation of any provision of Education Code Section 7001 -7006.

Disciplinary action shall not be taken for any cause which arose prior to the unit member's becoming permanent, or for any cause which arose more than two (2) years preceding the date that the District files the notice of disciplinary action, unless such cause was concealed by such unit member when it could be reasonably assumed that the unit member should have disclosed such facts to the employing District. Unit members are entitled to the rights conferred pursuant to Government Code sections 3300-3312.

Except in those situations where an immediate suspension is justified, a unit member whose work or conduct is of such character as to incur discipline shall first be specifically warned in writing by the immediate supervisor. Such warning shall state the specific reasons for the warning, the recommended corrective action, and the time limit for correction. The supervisor shall give a reasonable period of time, based upon the nature of the violation, to permit the unit member to correct the deficiency without incurring disciplinary action.

It is recognized that emergency situations can occur involving the health and welfare of students or unit members. If the unit member's presence would lead to a clear and present danger to the lives, safety or health of students or fellow workers, the District may immediately suspend, without pay, the unit member for three (3) workdays. During the three (3) workdays, the District shall serve notice and statement of fact upon the unit member, who shall be entitled to respond to the charges causing the emergency

suspension through the appeal and hearing procedure. Appeal for hearing must be filed with the superintendent-president within five (5) workdays from the time the unit member received formal notice of charges from the District.

When the District seeks the imposition of any routine disciplinary punishment, notice of such discipline shall be made in writing and served in person or by registered or certified mail upon the unit member. The notice shall indicate (1) the specific charges against the unit member, including times, dates, and location of chargeable action or omission; (2) the penalty proposed; and (3) a statement of the unit member's right to make use of the Appeal and Hearing procedure to dispute charges or proposed penalty.

The penalty proposed by routine charges shall not be imposed until the unit member has exhausted all rights under the Appeal and Hearing procedure.

Under routine charges, a unit member may be suspended without loss of pay at the option of the District, pending the outcome of the Appeal and Hearing process.

A unit member shall not be suspended for a period of more than ten (10) workdays from the time the unit member received formal charges, without the prior approval of the Board of Trustees.

Appeal: Before action is taken by the District, unit members may appeal dismissal, suspension, or demotion by requesting, in writing, a hearing before the Board of Trustees. The appeal must be filed with the superintendent-president within five (5) workdays after receipt of the notice of intended dismissal, suspension, or demotion. The appeal must cite the charges, an admission or denial of the charges, and the reasons why the Board of Trustees should not order dismissal, suspension, or demotion.

If the unit member does not request a hearing within (5) work days after receipt of notice of intent, the recommendation of the superintendent-president to the Board of Trustees shall be acted upon by the Board of Trustees. The decision of the Board of Trustees shall be final.

Hearing: Upon receipt of an appeal from a charged unit member, the superintendent-president shall arrange a hearing with the Board of Trustees within thirty (30) days after receipt of that appeal.

The unit member shall have the right to appear in person, with counsel and/or other representation. The unit member may present such witnesses as he/she deems appropriate and such other evidence as he/she requires in defense of his/her case.

District unit members who are called in to testify during work hours at the hearings will be granted released time with pay.

All hearings shall be held in closed session unless the applying unit member requests an open hearing in his/her written appeal. The findings and decisions of the Board of Trustees on an appeal shall be final and conclusive on all parties, except as may be appealed to a court of competent jurisdiction.

If the appeal of the unit member is sustained, the Board of Trustees shall order full compensation for time of dismissal, suspension, or demotion, if any, and shall order the unit member to be reinstated if necessary.

ARTICLE 25

Effects of Layoff

When the Board of Trustees deems that a layoff of bargaining unit personnel is to be implemented, the following procedures and rights will be followed:

Definitions:

- a. "Seniority" means the considerations afforded a unit member on the basis of greatest length of service to the district in a class plus higher classes, hire date being the deciding factor. Hire date,

not hours in paid status, will be the sole determinant of seniority for purposes of layoff.

- b. Current unit members hired prior to the ratification of this agreement will retain their seniority date as set forth in District records. For unit members hired on or after the ratification date of this agreement, hire date will be considered the first date of employment for the purposes of establishing seniority.

Notice of Layoff: Unit members shall be given not less than the statutorily required number of days for notice of layoff. The written notice shall indicate the effective date, displacement rights, if any, and reemployment rights. The District and MCCD POA shall meet upon request by MCCD POA after any notice of layoff has been sent, to discuss the rights of affected unit members.

Order of Layoff: The order of layoff for affected unit members within the class shall be determined by length of service. The unit member who has been employed the shortest time in the class plus higher classes shall be laid off first. For unit members with equal seniority, determination be made by lottery. The department may depart from the order of seniority if it requires a unit member who possesses particular skills necessary for the effective operations of the department.

Reemployment Rights: Laid-off persons are eligible for reemployment in the class from which laid off for thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Affected unit members shall be reemployed in preference to new applicants or in-house promotions.

Notification of Reemployment: A unit member who is laid off and subsequently becomes eligible for reinstatement shall be notified by the District of the opening. Such notice shall be sent by certified mail to the last address given the District by the unit member, which shall acquit the District of its notification responsibility.

Reemployment Acceptance or Refusal: The unit member shall notify the District of intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment notice. If the unit member accepts reemployment, he/she must report to work within thirty (30) working days following receipt of the reemployment notice. If the unit member refuses a reemployment offer, he/she shall not be eligible for further preferred consideration. In any event, the District will remove the unit member's name from the reemployment list and will have no further obligation to the unit member. A refusal shall not preclude a unit member from future employment with the District.

Voluntary Reduction in Hours: Affected unit members who take voluntary reductions in assigned time in lieu of layoff or to remain in their present positions, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. Affected unit members who take voluntary reductions in assigned time in lieu of layoff shall be, at the option of the unit member, returned to their position.

ARTICLE 26

Retirement Benefits

The District will continue in the current California Public Employees Retirement System (PERS) plan. On or before June 30, 2016 the District will explore with MCCD POA the possibility of enrolling unit members in a PERS Safety Retirement plan. If agreed upon, any change in plan will become effective upon the point of implementation.

Article 27

Fit for Duty

PURPOSE

The purpose of this policy is to establish consistent procedures for ordering and implementing fitness for duty evaluations of sworn personnel and other personnel involved in public safety functions. Such evaluations are necessary for the safety and welfare of the community and department personnel, and to insure compliance with California law. California Government Code Section 1031 (f) mandates that all peace officers in California "[b]e found to be free from any physical, emotional or mental condition which might adversely affect the exercise of the powers of a peace officer."

It is not the intention of this policy to interfere with a supervisor's ability to recommend or suggest personal counseling to a subordinate, nor is this policy intended to alter or replace confidential counseling provided by the department as a result of critical incidents. Rather, this policy is intended to provide a mechanism for the assessment of an unit member's mental, emotional and/or physical ability to perform essential functions of their position when the unit member's conduct, behavior and circumstances indicate that continued service by the unit member may be a threat to public safety, the safety of other unit members, the safety of the particular unit member, or, may interfere with the District's ability to deliver effective police services.

PROCEDURES

Criteria: To assist in determining the continuing emotional, mental and medical fitness of officers to carry out their essential duties as armed peace officers, and/ or other unit members whose duties affect the public safety, all supervisory unit members should be alert to any indication that a unit member may not be emotionally, mentally or medically fit. Such indications may include but are not limited to the following factors. The mere presence of any one factor or combination of factors may not be sufficient to order the evaluation. However, such presence should not be ignored and may lead to the ordering of an evaluation. While there is a great variety and range of acceptable behavior among unit member's dramatic or sudden changes in any particular unit member's customary behavior may increase concern.

- One or more personnel complaints after consultation with the appropriate Director of Law
- An abrupt and negative change in customary behavior, toward an inability to perform essential functions of the position.
- Irrational verbal conduct or behaviors, including delusions and hallucinations.
- Suicidal statements or behaviors, or personal expressions of mental instability.
- Unexplained and excessive tiredness or hyperactivity.
- Dramatic change in eating patterns resulting in sudden weight loss or gain, or diagnosis of a life threatening eating disorder.
- Change in behavior pattern to inattention to personal hygiene and health.
- Inappropriate use of alcohol, medications or other drugs, including symptoms of illegal drug use.
- Memory losses.
- Impatience or impulsiveness, especially with a loss of temper.
- A pattern of conduct indicating a possible inability or decrease in ability to defuse tense situations, a tendency to escalate such situations or create confrontations.
- Unexplained and inappropriate excessive lateness or absenteeism.
- Any other factor or combinations of factors that causes a supervisor to reasonably suspect that a fitness for duty evaluation may be necessary.

Reporting: Any supervisor observing circumstances indicating that the emotional, mental or physical fitness of a unit member may be in question should meet with the unit member, if to do so will not aggravate the situation. If the meeting does not relieve the supervisor's concerns, or no meeting is conducted, the involved supervisor shall contact the Director of Law Enforcement and prepare a written

report of the circumstances if so directed.

A unit member is not required to disclose a disability to a supervisor; however, a supervisor may inquire regarding the conduct, behavior or circumstances that give rise to his or her concerns. Where appropriate, a supervisor and unit member may also discuss reasonable accommodations that may enable the unit member to perform the essential functions of his or her position.

Relief from Duty: In aggravated circumstances, such as when an unit member's conduct immediately or directly threatens safety, the Director of Law Enforcement or Director of Human Resources may immediately relieve the unit member of duty with pay until the matter is resolved (or until placed on immediate suspension without pay pursuant to Board Resolution), pending further evaluation. In other cases, unit members may be relieved from duty or reassigned as necessary for public safety or the efficient operation of the department, pending completion of an evaluation. Any readily accessible or department provided weapons or other department property may be seized by the supervisor and where appropriate, the unit member ordered not to exercise peace officer or other official powers. Nothing in this policy is intended to prevent or limit a supervisor from taking any emergency action reasonably necessary to protect life or property. Any unit member relieved of duty under this policy is subject to the same protections as set forth by the District's disciplinary procedures and applicable law.

Order for the Evaluation. The Director of Law Enforcement or Director of Human Resources may determine, in the exercise of his or her discretion and with or without additional investigation that a fitness for duty evaluation is or is not warranted. If an examination is warranted, it should be scheduled for the earliest opportunity.

The unit member should receive a written order for the evaluation. Such order should include a brief description of the reasons for the evaluation.

It should also specify the date, time and place of the evaluation; the name of the psychologist and or medical doctor conducting the evaluation; a directive to cooperate with the requests of the psychologist, medical doctor and or staff, and completely and honestly answer any questions posed by the psychologist, medical doctor, or staff; and notice that the evaluation is being conducted for use by the department. The notice shall also state that the evaluation is confidential between the unit member and the evaluator to the extent required by the Confidentiality of Medical Information Act (Civil Code Section 56 et seq.), which allows the evaluator to release limited information to the department as specified below.

Selection of the Criteria for Determining Psychological Fitness for Duty: The POA and the District agree to utilize P.O.S.T.'s 15 Job Dimensions required of a Police Officer as criteria for the evaluator to utilize in determining psychological fitness for duty.

Requirements for the Evaluator: The evaluator must meet the requirements of 1031 (f) of the Government Code. The evaluator shall be instructed by the District to release only that information permitted under this policy or otherwise permitted by law.

Limited Scope of Report: The Human Resources department has a right to information that is necessary to achieve a legitimate purpose. The evaluation is ordered by and conducted for the department. It is not for the purpose of treatment but to determine fitness for duty. The limited verbal and/or written results of the evaluation will be provided to the Human Resources Department as a confidential personnel record. Unless necessary for determining fitness for duty, no statement of medical cause shall be included in the report.

Exception: Where the unit member has initiated a lawsuit, arbitration, grievance, worker's compensation or other claim or challenge involving his/her medical history, mental or physical condition, or treatment, the report may contain information which is relevant to that action.

A unit member may waive in writing any or all restrictions on the information reported to the employer.

Disposition of Report: The department shall establish appropriate procedures to protect the information from unauthorized use or disclosure. The report will be placed in a sealed envelope and retained in the unit member's separate secure medical file in the Human Resources Department. The report may only be used or disclosed in a legitimate and appropriate proceeding to the extent authorized or compelled by law or agreement.

Refusal to Cooperate: Refusal to comply with the order or any of its parts, or with reasonable requests by the evaluator shall be deemed insubordination, and shall be grounds for disciplinary action, up to and including termination. Statements made to the evaluator shall be considered compelled and may not be used in a criminal or civil proceeding against the unit member.

Disposition: Depending upon the results of the evaluation and the recommendation of the evaluator, the Department may:

- Return the unit member to full duty,
- Place the unit member on temporary light or modified duty,
- Remove the unit member from any duties pending treatment and re-evaluation,
- Conditionally allow full or modified duty on receipt of treatment,
- Provide the unit member the opportunity to obtain a second opinion from a qualified evaluator at the unit member's expense.
- Institute or resume disciplinary proceedings as appropriate.

Where possible, it is always the department's intent to rehabilitate a unit member and achieve a return to full duty status.

MERCED COMMUNITY COLLEGE DISTRICT
CAMPUS POLICE DEPARTMENT

[Date] TO:

FROM: Director of _____

Subject: Notice of Medical/Psychological Fitness for Duty Evaluation

This memorandum will serve as a written order directing you to submit to a Medical/Psychological Fitness for Duty Evaluation.

The reason(s) for the evaluation are:

(Summarize the behavior, circumstances, etc. and refer to any of the appropriate factors that are listed under the Procedures section of this General Order)

The evaluation is scheduled for (day, date and time) and will be held in the office of Dr.

. The address is _____

You are directed to cooperate with the requests of the psychologist, medical doctor, and or staff and completely and honestly answer any questions posed by them. The evaluation is being conducted for use by the Department, however, the evaluation is confidential between the unit member and the evaluator to the extent required by the Confidentiality of Medical Information Act (Civil Code Section 56 et seq.), which allows the evaluator to release limited information to the Department. You may authorize the evaluator to release additional information to the department.

Refusal to comply with this order or any of its parts, or with the reasonable requests of the evaluator, shall be deemed insubordination, and shall be grounds for disciplinary action, up to and including termination. Statements made to the evaluator shall be considered compelled and may not be sued in a criminal or civil proceeding against the unit member.

DIRECTOR OF LAW ENFORCEMENT (OR DESIGNATE)

APPROVAL OF AGREEMENT PROVISIONS AND RELATED LANGUAGE

For District



Chris Vitelli

8/3/22

Date



Kelly Avila

8/3/2022

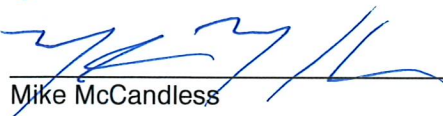
Date



Joe Allison

8/3/22

Date




Mike McCandless

8/3/22

Date

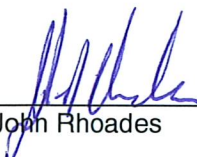
For POA



Keith Rieg

8/3/22

Date



John Rhoades

8/03/22

Date

EXHIBIT B

Job Title

Job Title

Range

Police Officer1

SALARY SCHEDULE

MERCED COLLEGE
2022-2025

MCCD POA SALARY SCHEDULE (Monthly Rates)

Range	1	2	3	4	5	6	7
1	5623	5848	6082	6324	6576	6840	7115
2	TBD	TBD	TBD	TBD	TBD	TBD	TBD

P.O.S.T. Certificate Stipend

Unit members having earned an intermediate POST certification will receive a \$500.00 stipend annually.

Unit members having earned an Advanced POST certification will receive a \$1,000.00 stipend annually.

If a unit member has earned both an intermediate and Advanced POST certification they will receive a \$1,500 stipend annually.

On July 1 of the employee's eighth year of employment as a unit member with the District, the bargaining unit member will be eligible for a 1% annual longevity increase.

Positions:

Police Officer, Range 1

Lead Police Officer, Range 2