

**MEMORANDUM OF UNDERSTANDING
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 535
'RIVERSIDE COMMUNITY COLLEGE POLICY AND PROCEDURE MANUAL'**

JULY 26, 2021

This memorandum of understanding (MOU) is agreed between the Riverside Community College District (District) and the California School Employees Association and its Chapter 535 (together "CSEA") for the implementation of the District's Police Department (Department) Policy and Procedure Manual and new terms and conditions of employment for classified Police Officers.

Recitals:

Whereas California state legislation requires local police departments have a policy and operating procedures manual (Senate Bill (S.B.) 978 [2018], S.B. 230 [2019], among others). To this end, the Riverside Community College District (District) desires to implement the District Police Department Procedure Manual (P.D. Manual);

Whereas the District Police Department Police Officers form part of the classified bargaining unit represented by the CSEA and its Chapter 535 (CSEA);

Whereas California Government Code Section (§) 3540 requires the District negotiate wages, hours and terms and conditions of employment with the classified employee organization, CSEA. As well, Government Code requires the District negotiate the effects of policy and procedures on negotiable subjects;

Whereas CSEA and the District have a Collective Bargaining Agreement (CBA) which is the governing legal agreement regarding wages, hours and terms and conditions of employment of the classified bargaining unit at the District;

Acknowledging CSEA and the District made substantial effort to remove all changes to wages, hours, and terms and conditions of employment contained within the P.D. Manual;

Acknowledging the District for engaging CSEA in a collaborative forum to make substantive recommendations and changes to policies and procedures contained within the P.D. Manual;

Where a negotiable change was desired by the District, those changes were removed from the P.D. Manual and have been duly negotiated herein specifically regarding Police Officer (1) uniforms, (2) body armor, and (3) personal appearance;

Whereas CSEA and the District acknowledge the P.D. Manual is solely a policy and procedure manual and thus the CBA and this MOU are the superseding documents in case of disputes between the P.D. Manual and a Police Officer's wages, hours and terms and conditions of employment.

Whereas CSEA and the District acknowledge the P.D. Manual is an evolving document as Police Officer standards change over time. The Parties commit herein to use the collaborative forum, and if required by law, negotiations, to address edits, changes, additions or exclusions to the P.D. manual in part or in whole in a proactive and timely manner.

Now, THEREFORE, and in consideration of the mutual promises, terms and conditions stated herein, the parties do now AGREE as follows:

- A. CSEA and the District agree the document titled “RCCD Police Department Procedure Manual (P.D. Manual)” is solely a procedure manual and no attempt has been made to change bargaining unit members’ wages, hours, and terms and conditions of employment via the P.D. Manual.
- B. CSEA and the District agree the Parties’ CBA and this MOU are the governing documents between the Parties concerning the Police Officers wages, hours, and other terms and conditions of employment. While an effort was made to remove all changes to negotiable subjects from the P.D. Manual, it is understood contents of the document may later be discovered to be in conflict with the current CBA or this MOU, or fall under Government Code as it relates to wages, hours, terms and conditions of employment.
- C. **Training:** The District agrees to thoroughly train unit members on the procedures contained in the P.D. Manual. Upon ratification of this agreement, the District will implement a training program that seeks to provide training on each Chapter of the P.D. Manual. Unit members shall be provided a reasonable amount of time, depending on the length of a particular P.D. Manual section, during their regular work hours to review and train on the P.D. Manual.
 - a. The District will utilize the training features of Lexipol, among others, which may include P.D. Manual content reviews and quizzes. In the event a unit member fails to adequately demonstrate command in part or in whole of the P.D. Manual, the unit member and their supervisor shall meet to establish an individualized training consultation.
 - b. Absent gross misconduct or negligence, or insubordination, the District agrees to a moratorium on all discipline, including verbal warnings, letters of reprimand, written warnings, suspension without pay, demotion, termination or change in assignment due to a unit member’s unsatisfactory performance during the training period of this manual and as it pertains to the contents of manual until all unit members are thoroughly trained in accordance with subparagraph (a) above, which shall also include an acclimation period, not to exceed four (4) months (excluding paid or un-paid leaves of absences).
 - i. For example police officer “x” completes all Lexipol training sessions and is up to date on required POST trainings on July 15, 2021. The four (4) month acclimation period would begin July 16, 2021 and extend until January 11, 2022.
 - c. Police Officers are encouraged to seek clarification or additional training regarding peace officer procedures laid out in the P.D. Manual. Police Officers shall be granted additional training time when an officer makes a written request and identifies specific areas where additional training is desired. Police Officers shall feel free of retaliation for seeking such additional training.
 - d. The parties agree the provisions in paragraphs C(b) & (c) will sunset for current officers following the completion of officer’s training, acclimation period and/or any extension thereof provided for in C(c).
 - e. The District agrees to provide similar training to new Police Officers and subparagraph (b) above shall apply during such training period.
 - f. In the event an officer has not had sufficient time during their regular work hours to review and train on the P.D. Manual, they should communicate their need for additional time to their supervisor who will help to schedule additional time.
- D. **Discipline:** Causes for disciplinary action, outside the training and acclimation period identified in this MOU, shall be in accordance with Article XXX of the collective bargaining agreement.
- E. Alleged violations of this MOU may be grieved in accordance with Article XXIV – Grievance Procedure of the CBA.

- F. The District agrees to provide an electronic copy of the P.D. Manual with an electronic copy of this MOU attached to all impacted bargaining unit members. As well, all new bargaining unit members will be provided, upon employment, an electronic copy of the P.D. Manual with a copy of this MOU attached.
- G. The District and CSEA agree to incorporate the provisions under Body Armor, Personal Appearance Standards, and Uniform Regulations into the collective bargaining agreement as an existing MOU pertaining to terms and conditions of employment.
- H. **Body Armor:** It is the procedure of the Riverside Community College District Safety and Police Department to maximize officer safety through the use of body armor in combination with prescribed safety procedures. While body armor provides a significant level of protection, it is not a substitute for the observance of officer safety procedures.
- a. **Issuance of Body Armor:** The Administrative Supervisor shall ensure that body armor is issued to all officers, at not cost to the officer, when the officer begins service at the Riverside Community College District Safety and Police Department and that, when issued, the body armor meets or exceeds the standards of the National Institute of Justice. The Administrative Supervisor shall establish a body armor replacement schedule and ensure that replacement body armor is issued pursuant to the schedule or whenever the body armor becomes worn or damaged to the point that its effectiveness or functionality has been compromised.
 - b. **Use of Soft Body Armor:** Generally, the use of body armor is required subject to the following:
 - i. Officers shall only wear agency-approved body armor.
 - ii. Officers shall wear body armor anytime they are in a situation where they could reasonably be expected to take enforcement action.
 - iii. Officers may be excused from wearing body armor when they are functioning primarily in an administrative or support capacity and could not reasonably be expected to take enforcement action.
 - iv. Body armor shall be worn when an officer is working in uniform or taking part in Department range training.
 - v. An officer may be excused from wearing body armor when he/she is involved in undercover or plainclothes work that his/her supervisor determines could be compromised by wearing body armor, or when a supervisor determines that other circumstances make it inappropriate to mandate wearing body armor.
 - c. **Inspection of Body Armor:** The District should ensure that body armor is worn and maintained in accordance with this agreement through routine observation and periodic documented inspections. Annual inspections of body armor should be conducted by the employee for fit, cleanliness, and signs of damage, abuse and wear.
 - d. **Care and Maintenance of Soft Body Armor:** Soft body armor should never be stored for any period of time in an area where environmental conditions (e.g., temperature, light, humidity) are not reasonably controlled (e.g., normal ambient room temperature/humidity conditions), such as in automobiles or automobile trunks. The District shall ensure a qualified space is available to all officers to store their soft body armor in the event an officer does not want to store their body armor themselves.
 - i. Soft body armor should be cared for and cleaned pursuant to the manufacturer's care instructions provided with the soft body armor. The instructions can be found on labels located on the external surface of each ballistic panel. The carrier should also have a label that contains care instructions. Failure to follow these instructions may damage the ballistic performance capabilities of the armor.

- ii. Soft body armor should not be exposed to any cleaning agents or methods not specifically recommended by the manufacturer, as noted on the armor panel label.
 - iii. Soft body armor should be shall be replaced in accordance with the manufacturer's recommended replacement schedule.
 - e. **Rangemaster responsibilities:** The Rangemaster should:
 - i. Monitor technological advances in the body armor industry for any appropriate changes to Department approved body armor.
 - ii. Assess weapons and ammunition currently in use and the suitability of approved body armor to protect against those threats.
 - iii. Provide training that educates officers about the safety benefits of wearing body armor.
- I. **Personal Appearance Standards:** In order to project uniformity and neutrality toward the public and other members of the department, employees shall maintain their personal hygiene and appearance to project a professional image appropriate for this department and for their assignment.
 - a. **Grooming standards:** Unless otherwise stated and because deviations from these standards could present officer safety issues, the following appearance standards shall apply to all employees, except those whose current assignment would deem them not appropriate, and where the Chief of Police has granted exception.
 - i. **Hair:** Hairstyles of all members shall be neat in appearance. Hair must not extend below the top edge of the uniform collar while assuming a normal stance.
 - ii. **Mustaches:** A short and neatly trimmed mustache may be worn. Mustaches shall not extend below the corners of the mouth or beyond the natural hairline of the upper lip.
 - iii. **Sideburns:** Sideburns shall not extend below the bottom of the outer ear opening (the top of the earlobes) and shall be trimmed and neat.
 - iv. **Facial hair:** Facial hair other than sideburns, mustaches and eyebrows shall not be worn, unless authorized by the Chief of Police or their designee.
 - v. **Fingernails:** Fingernails extending beyond the tip of the finger can pose a safety hazard to officers or others. For this reason, fingernails shall be trimmed so that no point of the nail extends beyond the tip of the finger.
 - vi. **Jewelry and accessories:** No jewelry or personal ornaments shall be worn by officers on any part of the uniform or equipment, except those authorized within this manual. Jewelry, if worn around the neck, shall not be visible above the shirt collar.
 - 1. Earrings shall not be worn by uniformed sworn members, detectives or special assignment personnel without permission of the Chief of Police or their designee. Only one ring may be worn on each hand of the employee while on-duty.
 - vii. **Tattoos:** While on-duty or representing the Department in any official capacity, every reasonable effort should be made to conceal tattoos or other body art. At no time while on-duty or representing the Department in any official capacity, shall any offensive tattoo or offensive body art be visible. Examples of offensive tattoos would include, but not be limited to, those which depict racial, sexual, discriminatory, gang related, or obscene language.
 - viii. **Body piercing or alteration:** Body piercing or alteration to any area of the body visible in any authorized uniform or attire that is a deviation from normal anatomical features and which is not medically required is prohibited. Such body alteration includes, but is not limited to:
 - 1. Tongue splitting or piercing.

2. The complete or transdermal implantation of any material other than hair replacement.
 3. Abnormal shaping of the ears, eyes, nose or teeth
 4. Branding or scarification.
- ix. **Exemptions:** Members who seek cultural and/or religious (e.g., culturally protected hairstyles) or other exemptions to this policy that are protected by law should generally be accommodated (Government Code § 12926). A member with an exemption may be ineligible for an assignment if the individual accommodation presents a security or safety risk. The Chief of Police, as well as the Vice Chancellor of Human Resources and Employee Relations, should be advised any time a request for such an accommodation is denied or when a member with a cultural or other exemption is denied an assignment based on a safety or security risk.

J. **Uniform Regulations:** The Riverside Community College District Safety and Police Department is established to ensure that uniformed officers will be readily identifiable to the public through the proper use and wearing of department issued uniforms.

- a. **Wearing and Conditions of Uniform and Equipment:** Police employees wear the uniform to be identified as the law enforcement authority in society. The uniform also serves an equally important purpose to identify the wearer as a source of assistance in an emergency, crisis or other time of need.
- i. Uniform and equipment shall be maintained in a serviceable condition and shall be ready at all times for immediate use. Uniforms shall be neat, clean, and appear professionally pressed.
 - ii. All peace officers of this department shall possess and maintain at all times, a serviceable uniform and the necessary equipment to perform uniformed field duty.
 - iii. Personnel shall wear only the uniform specified for their rank and assignment.
 - iv. The uniform is to be worn in compliance with the specifications set forth in the department's uniform specifications that are maintained separately from this policy.
 - v. All supervisors will perform periodic inspections of their personnel to ensure conformance to these regulations.
 - vi. Civilian attire shall not be worn in combination with any distinguishable part of the uniform.
 - vii. Uniforms are only to be worn while on duty, while in transit to or from work, for court, or at other official department functions or events.
 - viii. If the uniform is worn while in transit, an outer garment shall be worn over the uniform shirt so as not to bring attention to the employee while he/she is off-duty.
 - ix. Employees are not to purchase or drink alcoholic beverages while wearing any part of the department uniform, including the uniform pants.
 - x. Mirrored sunglasses will not be worn with any Department uniform.
 - xi. Visible jewelry, other than those items listed below, shall not be worn with the uniform unless specifically authorized by the Chief of Police or the authorized designee.
 1. Wrist watch
 2. Wedding ring(s), class ring, or other ring of tasteful design. A maximum of one ring/set may be worn on each hand
 3. Medical alert bracelet
- b. **Uniform Replacement/Repair and/or Cleaning:**
- i. Reasonable request for additional, replacement or cleaning of uniforms will be approved by Chief or designee at no cost to unit member.


- c. **Department Issued Identification:** The Department issues each employee an official department identification card bearing the employee's name, identifying information and photo likeness. All employees shall be in possession of their department issued identification card at all times while on duty or when carrying a concealed weapon.
 - i. Whenever on duty or acting in an official capacity representing the department, employees shall display their department issued identification in a courteous manner to any person upon request and as soon as practical.
 - ii. Officers working specialized assignments may be excused from the possession and display requirements when directed by Chief of Police.
- d. **Class A Uniform:** The Class A uniform is to be worn on special occasions such as funerals, graduations, ceremonies, or as directed. The Class A uniform is required for all sworn personnel. The Class A uniform includes the standard issue uniform with:
 - i. Long sleeve shirt with tie (polyester/wool blend or wool)
 - ii. Polished shoes
 - iii. tie pin/bar, pewter in color with black writing
 Boots with pointed toes are not permitted.
- e. **Class B Uniform:** All officers will possess and maintain a serviceable Class B uniform at all times. The Class B uniform will consist of the same garments and equipment as the Class A uniform with the following exceptions:
 - i. The long or short sleeve shirt may be worn with the collar open. No tie is required
 - ii. A black crew neck t-shirt must be worn with the uniform
 - iii. All shirt buttons must remain buttoned except for the last button at the neck
 - iv. Shoes for the Class B uniform may be as described in the Class A uniform
 - v. Approved all black unpolished shoes may be worn
 - vi. Boots with pointed toes are not permitted
- f. **Class C Uniform:** The Class C uniform was established to allow field personnel cooler clothing during the summer months or special duty. The Chief of Police will establish the regulations and conditions for wearing the Class C Uniform and the specifications for the Class C Uniform. The Class C uniform is optional.
- g. **Foul Weather Gear:** The Uniform and Equipment Specifications lists the authorized uniform jacket and rain gear.
- h. **Insignia and Patches:**
 - i. Shoulder Patches - The authorized shoulder patch supplied by the Department shall be machine stitched to the sleeves of all uniform shirts and jackets, three-quarters of an inch below the shoulder seam of the shirt and be bisected by the crease in the sleeve.
 - ii. Service stripes, stars, etc. - Service stripes and other indicators for length of service may be worn on long sleeved shirts and jackets. They are to be machine stitched onto the uniform. The bottom of the service stripe shall be sewn the width of one and one-half inches above the cuff seam with the rear of the service stripes sewn on the dress of the sleeve. The stripes are to be worn on the left sleeve only.
 - iii. The regulation nameplate, or an authorized sewn on cloth nameplate, shall be worn at all times while in uniform. The nameplate shall display the employee's first initial and last name. If the employee desires other than the legal first name, the employee must receive approval from the Chief of Police. The nameplate shall be worn and placed above the right pocket located in the middle, bisected by the pressed shirt seam, with equal distance from both sides of the nameplate to the outer edge of the pocket.
 - iv. When a jacket is worn, the nameplate or an authorized sewn on cloth nameplate shall be affixed to the jacket in the same manner as the uniform.
 - v. Assignment Insignias - Assignment insignias, (SWAT, FTO, etc.) may be worn

- as designated by the Chief of Police.
- vi. Flag Pin - An authorized flag pin may be worn, centered above the nameplate.
- vii. Badge - The department issued badge, or an authorized sewn on cloth replica, must be worn and visible at all times while in uniform.
- viii. Rank Insignia - The designated insignia indicating the employee's rank must be worn at all times while in uniform. The Chief of Police may authorize exceptions.
- i. **Mourning Badge:** Uniformed employees shall wear a black mourning band across the uniform badge whenever a California law enforcement officer is killed in the line of duty. The following mourning periods will be observed.
 - i. An officer of this department - From the time of death until midnight on the 14th day after the death.
 - ii. An officer from this or an adjacent county - From the time of death until midnight on the day of the funeral.
 - iii. Funeral attendee - While attending the funeral of an out of region fallen officer.
 - iv. National Peace Officers Memorial Day (May 15th) - From 0001 hours until 2359 hours.
 - v. As directed by the Chief of Police.
- j. **Political activities, endorsements, and advertisements:** Unless specifically authorized by the Chief of Police, Riverside Community College District Safety and Police Department employees may not wear any part of the uniform, be photographed wearing any part of the uniform, utilize a department badge, patch or other official insignia, or cause to be posted, published, or displayed, the image of another employee, or identify himself/herself as an employee of the Riverside Community College District Safety and Police Department to do any of the following (Government Code §§ 3206 and 3302):
 - i. Endorse, support, oppose, or contradict any political campaign or initiative.
 - ii. Endorse, support, oppose, or contradict any social issue, cause, or religion.
 - iii. Endorse, support, or oppose, any product, service, company or other commercial entity.
 - iv. Appear in any commercial, social, or non-profit publication, or any motion picture, film, video, public broadcast, or any website.
- k. **OPTIONAL EQUIPMENT - MAINTENANCE, AND REPLACEMENT**
 - i. Any of the items listed in the Uniform and Equipment Specifications as optional shall be purchased totally at the expense of the employee. No part of the purchase cost shall be offset by the Department for the cost of providing the Department issued item.
 - ii. Maintenance of optional items shall be the financial responsibility of the purchasing employee. For example, repairs due to normal wear and tear.
 - iii. Replacement of items listed in this order as optional shall be done as follows:
 - iv. When the item is no longer functional because of normal wear and tear, the employee bears the full cost of replacement.
 - v. When the item is no longer functional because of damage in the course of the employee's duties, it shall be replaced following the procedures for the replacement of damaged personal property (see the Department Owned and Personal Property Procedure).
- l. **UNAUTHORIZED UNIFORMS, EQUIPMENT AND ACCESSORIES**
 - i. Riverside Community College District Safety and Police Department employees may not wear any uniform item, accessory or attachment unless specifically authorized in the Uniform and Equipment Specifications or by the Chief of Police or designee.
 - ii. Riverside Community College District Safety and Police Department employees may not use or carry any safety item, tool or other piece of equipment unless


specifically authorized in the Uniform and Equipment Specifications or by the Chief of Police or designee.

- K. The Chief of Police shall publish, and maintain, a list of authorized safety items, tools, or other pieces of equipment, including standard-issued equipment, (including approved firearms, weapons, and restraints).
- L. Standard issued equipment will be provided to officers at no cost. The need for replacements or repairs shall be reviewed and approved by the Chief of Police or designee.
- M. FIELD TRAINING OFFICERS DIFFERENTIAL: Officers designated as Field Training Officers (FTO) shall be paid an out-of-class assignment premium, in accordance with the CBA and California Education Code, in the Senior Officer, Safety and Police classification.


Dated: 07/26/21

By: 
Diana Galindo
Director, Human Resources and Employee Relations
For District


Dated: 08/04/2021

By: 
[Beiwei Tu \(Aug 4, 2021 15:29 PDT\)](#)
Beiwei Tu
Director, Risk Management
For District

Dated: 08/04/2021

By: 
[Shauna Gates \(Aug 4, 2021 15:31 PDT\)](#)
Shauna Gates
Chief of Police, RCCD
For District

Dated: 07/27/2021

By: 
Elena Santa Cruz – President, Chapter 535
For California School Employees Association

Dated: 07/29/2021

By: 
[Joshua T. Fleming \(Jul 29, 2021 15:25 PDT\)](#)
Joshua Fleming – Labor Relations Rep, Chapter 535
For California School Employees Association


RCCD Employees Chapter 535 Negotiation Team


[Julie Taylor \(Jul 27, 2021 15:00 PDT\)](#)

Julie Taylor



Andy Aldasoro


[Andrew Graham \(Jul 28, 2021 11:49 PDT\)](#)

Andrew Graham



William Diehl



Sharlena Segura


[Azadeh Iglesias \(Jul 28, 2021 15:08 PDT\)](#)

Azadeh Iglesias