

ARTICLE IX
EMPLOYEES' EXPENSES, TOOLS AND UNIFORMS

9.1 The reasonable cost of the purchase, lease or rental of any distinctive uniform required by the District, or other equipment, identification badges, emblems, and cards required by the District shall be borne by the District.

9.2 Provision of uniforms and equipment for persons in the classification of Community College Police Officer shall be governed by the following provisions:

a. The District shall supply, for each person employed in the capacity of Community College Police Officer, the following clothing items, with the individual officer to be responsible for their maintenance and replacement. Uniforms will be comparable in quality and design to those used by local law enforcement agencies.

- Three (3) pairs of trousers
- Four (4) shirts with District emblem
- One (1) windbreaker jacket with District emblem
- Rain gear
- One (1) tie
- One (1) hat with District emblem
- One (1) belt

b. The District shall supply each qualified officer with the following equipment:

- Badge
- Flashlight
- Police leather gear
- Handcuffs
- Baton
- Department authorized handgun with appropriate ammunition
- Department authorized less-lethal weapon(s)
- Ballistic vest
- Department authorized communications equipment

All necessary items and equipment in (a) and (b) above shall be supplied in proper working condition at the time the officer assumes duty. The District shall provide any necessary maintenance or replacement of the above equipment as needed on a prompt and timely basis.

c. Community College Police Officers shall receive a clothing or uniform allowance at the rate of \$600.00 per year, payable monthly at the rate of \$50. Such uniform allowance shall cover the replacement, upkeep, and maintenance of said uniform during the time of employment with the Ventura County Community College District. Upon termination from District employment, the Chief of Police, at his discretion, may require the officer to return to the District any uniforms or parts thereof in his/her possession at time of termination.

Each officer is required to wear his/her work uniform, properly laundered and of good appearance, during all working hours.

9.3 The District shall continue to provide all tools, equipment and supplies that it considers necessary for the performance of the work assignments of employees covered by this

Agreement. The District shall not be responsible for loss, destruction, or damage to an employee's personal tools or equipment except to the extent set forth below.

- 9.4 The District shall reimburse an employee for any verified loss, damage or destruction of the employee's personal property suffered while the employee was acting within the scope and course of employment only pursuant to the provisions herein.

The District shall reimburse an employee for any verified loss, damage or destruction of the employee's personal property suffered while the employee was acting within the scope and course of employment only if the value of the personal property is more than \$20.00 and the employee took reasonable precautionary steps to protect the personal property.

The maximum reimbursement for the loss, damage or destruction of any item is \$300.00 including any vehicle.

- 9.5 Reimbursement for any vehicle is strictly limited to actual use during the employee's scope and course of employment and not while the vehicle is simply parked at a facility of the District.

- 9.6 The District shall reimburse the actual value of the item up to the maximum allowable amount of \$300.00. However, the District may choose to reimburse on the basis of reasonable repair cost if it is economical and feasible to do so, and the repair cost does not exceed the maximum allowable amount of \$300.00. Losses in excess of \$300.00 may be granted on an exception basis by the Governing Board.

- 9.7 A written request for reimbursement must be filed by the employee with the District Risk Management Office no later than fifteen (15) working days after the loss, damage or destruction of the employee's personal property. The employee shall submit evidence of the loss, damage or destruction of the personal property, and the burden of proof in all cases shall be with the employee seeking reimbursement.

- 9.8 Reimbursement for any verified loss, damage or destruction of personal property shall be provided by the District only when prior written approval for the use has been approved by the department/division manager, president of the college, or the Chief of Police & Director of Safety/Risk Management or designee. All such prior approval shall be in writing. Exceptions to such prior written approval are limited to vehicles, purses or their equivalent and their contents (excluding jewelry), briefcases, eyeglasses, dentures, hearing aids, watches and articles of clothing worn or carried by employees. Prior written approval is necessary for all computers and related equipment and other electronic devices including those carried in the purse or purse equivalent.

- 9.9 If an employee receives any payment from an insurance carrier for any loss, damage or destruction of personal property for which the District gave reimbursement, the employee shall repay the District if such payment from an insurance carrier covers the same loss, damage or destruction covered by the District. The District shall have all rights of subrogation and the employee shall fully cooperate with the District in pursuing such rights.

- 9.10 These provisions shall not restrict an employee from bringing personal property on to the property of the District at the employee's own risk, and shall not restrict an employee from using personal property during the scope and course of employment at the employee's own risk.