



AGREEMENT

Between

The Yuba Community College District

and

**The Yuba Community College District
Police Officers' Association**

July 1, 2006 through June 30, 2009

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Preamble	2
I	Recognition	2
II	Negotiations	2
III	Contract Authority	3
IV	Severance	3
V	Non-Discrimination	3
VI	Maintenance of Operations	4
VII	Check Off and Organizational Security	4
VIII	Association Rights	5
IX	Management Rights	6
X	Employment Probation	7
XI	Employee Rights	7
XII	Salary	9
XIII	Work Day / Work Week / Work Shift	10
XIV	Transfers	11
XV	Compensation	11
XVI	Special Assignments	15
XVII	Educational Incentive	16
XVIII	Physical Fitness	17
XIX	Uniforms and Equipment	18
XX	Leaves	21
XXI	Insurance Programs	32
XXII	Light / Limited Duty	33
XXIII	Retirement	34
XXIV	Dispute Settlement	34
XXV	Term	36

PREAMBLE

This agreement is made and entered into this 12 day of July, 2006, by and between Yuba Community College District, hereinafter referred to as "the District," and the Yuba Community College Police Officers' Association, hereinafter referred to as "the Association" and is effective July 1, 2006.

ARTICLE I

RECOGNITION

- 1.1 The District formally confirms its recognition of the Association as the exclusive bargaining representative of the following classification:

sworn non-management personnel
- 1.2 The Yuba Community College District Board of Trustees (Board) agrees not to negotiate with any other organization in matters upon which the Association is the exclusive representative, and agrees not to negotiate with any member of the unit individually during the duration of this Agreement on matters subject to negotiations.
- 1.3 The Association recognizes the Board as the duly-elected representative of the people and agrees to negotiate only with the Board representatives officially designated by the Board to act in its behalf. The Association further agrees that neither it nor any of its members or agents will attempt to negotiate privately or individually with the Board, any Board member, administrator or other person or persons not officially designated by the Board as its representative.

ARTICLE II

NEGOTIATIONS

- 2.1 Notification and Public Notice: The District and the Association agree to begin negotiations, provide written notice and a proposal to the other party, not less than ninety (90) days prior to the termination set forth in Article XXV—Term.
- 2.2 Release Time for Negotiation: The Association shall have the right to designate up to two employees, who shall be given reasonable release time to meet and negotiate.
- 2.3 Ratification of Additions or Changes: Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.
- 2.4 Agreement of Parties: Nothing contained herein shall be interpreted as precluding the right of the Association or of the District to mutually agree to negotiate on matters which develop after entering into this Agreement and which have not been, heretofore, agreed upon by the parties and which represent conditions not covered by this Agreement.

- 2.5 Once negotiations have been completed and the District and the Association have approved this contract, the District shall provide a copy of this contract to each Association member, free of charge.
- 2.6 Reopening: The District and the Association agree to reopen negotiations for Articles XII—Salary and XV—Compensation in 2007/2008 and 2008/2009. The Association shall notify the District, in writing, of their interest to reopen by March 1 of each year.

ARTICLE III

CONTRACT AUTHORITY

- 3.1 If any section of this contract in any way conflicts with terms and conditions of employment stated in Board policies and procedures, the contract shall be the controlling authority. If any section of this contract in any way conflicts, except for a written and mutually agreed upon alternative work schedule between the District and the Association, with any Federal or State law, the contract shall not be the controlling authority and shall be bound by such law.

ARTICLE IV

SEVERANCE

- 4.1 If any provision of the Agreement should be found invalid, unconstitutional, unlawful or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision by judicial authority, the offending provision shall be deemed void and severed, and all other provisions of the Agreement shall remain in full force and effect.

ARTICLE V

NON-DISCRIMINATION

- 5.1 Discrimination Prohibited: It shall be an unlawful employment practice, unless based upon a bona fide occupational qualification, or, except where based upon applicable security regulations established by the United States or the State of California for an employer, because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, age (over 40), marital status, or sex of any person to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge such person from employment or from a training program leading to employment or to discriminate against such person in compensation or in terms, conditions or privileges of employment.
- 5.2 No Discrimination on Account of Association Activity: Neither the District nor the Association shall impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by law.
- 5.3 Alleged violations of sections 5.1 and 5.2 shall be addressed under Article XXIV—Dispute Settlement of this contract.

ARTICLE VI

MAINTENANCE OF OPERATIONS

- 6.1 It is agreed that there will be no strike, work stoppage, slow down, picketing or refusal or failure to perform job functions and responsibilities; or other interference of the operations of the District by the Association or its officers, agents or members during the term of this Agreement.
- 6.2 The Association recognizes the duty and obligation to comply with the provisions of this Agreement and makes every effort toward inducing all employees to do so.
- 6.3 In the event of a strike, work stoppage, slow down or other interference with the operations of the District by employees who are represented by the Association, the Association agrees, in good faith, to take all reasonable and affirmative steps to cause these employees to cease such action.

ARTICLE VII

CHECK OFF AND ORGANIZATIONAL SECURITY

- 7.1 Check Off: The Association shall have the sole and exclusive right to have membership dues, initiation, and/or service fees deducted for employees in the bargaining unit by the District. The District shall pay to the Association within fifteen (15) days of the deduction all sums so deducted. The District shall, upon appropriate written authorization from any employee, make other deductions as provided for in this agreement.
- 7.2 Dues Deduction:
 - 7.2.1 The District shall deduct in accordance with the Association Dues and Service Fee Schedule, attached hereto (Attachment 1), dues from the wages of all employees who are members of the Association on the date of the execution of this Agreement, who have submitted dues authorization forms to the District.
 - 7.2.2 The District shall deduct dues in accordance with the Dues and Service Fee Schedule established by the Association from the wages of all employees who, after the date of execution of this Agreement, become members of the Association and submit to the District a dues authorization form.
 - 7.2.3 The District shall notify the Association Job Representatives if any member revokes a dues authorization.
- 7.3 Hold Harmless Clause: The Association shall indemnify and hold the District harmless from and all claims, demands, or suits, or any other action arising from the organizational security provisions contained herein.
- 7.4 Release Periods: Nothing contained in this article shall deprive Bargaining Unit employees of the right to terminate their obligation to the Association by the employee giving appropriate written notice to the District. [Government Code Section 3540(i)(1)]

ARTICLE VIII

ASSOCIATION RIGHTS

- 8.1 The Association shall have the following rights in addition to the rights contained in any other portion of this Agreement:
- 8.1.1 The rights of access at reasonable times to areas in which employees work.
 - 8.1.2 The rights to use without charge institutional bulletin boards, mailboxes, and the use of the District mail system, and other District means of communication for the posting or transmission of information or notices concerning Association matters.
 - 8.1.3 The right to use, on a cost-covering basis, telephone, institutional duplicating equipment and supplies for the purpose of printing information or notices concerning Association matters.
 - 8.1.4 The right to use without charge institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by this Agreement.
 - 8.1.5 The right to review employee personnel files when and only when accompanied by the employee or on presentation of a written authorization signed by the employee.
 - 8.1.6 The right to be supplied with a complete "hire date" roster of all Bargaining Unit employees on the effective date of this Agreement and every six (6) months thereafter, if requested. The roster shall indicate the employee's present classification.
- 8.2 Requests for District Information - The Association may obtain a roster of names, addresses, telephone numbers and location of Association employees from the District Personnel Office upon request and written authorization from the association member(s).
- 8.2.1 The Association President's right to receive one (1) copy of any budget or financial material approved by the Governing Board.
- 8.3 Employee Organization Contact Procedures - The Association shall provide the Director of Personnel Services and Human Resources Development the name(s) of recognized employee organization representative(s) authorized to discuss organizational matters with District Employees by January 31st each year.
- 8.4 Organizational Activities/Release Time
- 8.4.1 The Association shall be granted up to 60 hours of release time each year which can be used by the Association Officers (President, Vice-President, Secretary, and Treasurer) to conduct or attend official PORAC conferences, meetings, or training sessions as approved in advance by the Director of Personnel Services and Human Resources Development or his/her designees.

- 8.4.2 The Chapter President or Vice-President may be granted up to two (2) hours release time per week to be used individually or up to two (2) hours each to be used jointly. Not to exceed 60 hours annually. The District will provide a substitute for the Association Chapter President or Vice-President or will reduce the workload of the Chapter President or Vice-President for the above specified release time transferring the work. The District agrees that reasonable release time for chapter business will be provided for Association executive officers and site representatives.
- 8.4.3 The Association shall be granted reasonable release time for unit members while meeting and negotiating on collective bargaining matters during working hours. To assist with the workload of the unit members while in negotiations, the District may hire substitutes, provide compensation time off or overtime pay for extra time worked pursuant to Article 12.6, or temporarily assign some of the duties of the position(s) to another employee(s).

ARTICLE IX

MANAGEMENT RIGHTS

- 9.1 The Association recognizes and agrees that the exercise of the express and implied legal powers, rights, duties and responsibilities by the Board, e.g., the adoption of policies, rules, regulations and practices in furtherance of these powers, and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and express terms are in conformance with law.
- 9.2 The Association recognizes and agrees that the District powers, rights, authority, duties, and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage its operation; direct, select, decrease and increase the workforce, including but not limited to hiring, demotion, suspension, layoff or discharge; to eliminate positions and the right to reduce the hours, workday, work year of single position classes in the event that the Chancellor determines that such reduction is necessary because of lack of work or lack of funds; to maintain discipline and evaluation of members, to prescribe rules to that effect, to establish and change standards, to determine the qualifications of members; the right to make all plans and decisions on matters involving its operations; to determine solely the extent to which the facilities of any department thereof shall be operated, the additions thereto, the removal of equipment, the outside purchase of products or services, the scheduling of operations, the means and processes of operations, the material 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 quantity of services and to otherwise take any actions desired to run the entire operation efficiently.
- 9.3 The Association recognizes and agrees that the District retains its right to amend, modify, or suspend policies and practices referred to in this Agreement in case of emergency. Emergency is defined as an act of God, a natural disaster, or other dire interruption of the District's programs. The determination of whether or not an emergency exists is solely within the discretion of the Board.

ARTICLE X

EMPLOYMENT PROBATION

10.1 Probation

- 10.1.1 All new and promoted employees shall serve a probationary period, to include a Police Officer Standards and Training (POST) required field training program. The probationary period shall be considered the last portion of the selection process. Its purpose is to allow the Chief of Police, to observe and appraise the conduct, performance, attitude, adaptability, and job knowledge of new or promoted employees and to determine whether the employee is fully qualified for the position.
- 10.1.2 The probationary period for new employees shall be twelve (12) months in length after their initial hire date.
- 10.1.3 Probationary bargaining unit members shall be evaluated at the end of their fifth (5th), and eleventh (11th) months of employment, and if the final evaluation is satisfactory, the employee will be granted permanent employment status at the conclusion of the employee's first (1st) year of employment.
- 10.1.4 Any employee who has gained permanent status and thereafter accepts a promotion, may be rejected from the new position during the probationary period without cause. Said employee shall retain all other rights of a permanent employee in the classification held prior to promotion. Those rights can only be affected for cause. The probationary period for promoted employees shall be six (6) months.

ARTICLE XI

EMPLOYEE RIGHTS

11.1 Employee Evaluations

- 11.1.1 Their designated Supervisor or the Chief of Police shall evaluate permanent bargaining unit members at least once every year after attaining permanency. Additional evaluations may be scheduled, as necessary, with a 24-hour notice to the employee.
- 11.1.2 No evaluation shall be placed in an employee's personnel file until the employee and evaluator have reviewed and discussed the evaluation. The employee shall sign and date the evaluation to insure compliance with this requirement, but such signature shall not be deemed concurrence with the material.
- 11.1.3 No evaluation shall be based upon hearsay statements, but shall only be made based upon direct observation and knowledge of the evaluator or shall reflect other, independent corroboration.

11.1.4 Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. If the employee being evaluated feels that the evaluation is not accurate or fair in its findings and recommendation, the employee may attach a letter of explanation of those items in dispute, within ten (10) work days.

11.2 Personnel Files

11.2.1 Location: Personnel files of each bargaining unit member shall be maintained in the District Human Resources Development Office. No other employment or personnel files shall be kept in any other office, and no action of any kind shall be taken against a bargaining unit member based upon information, which is not officially entered into the personnel file.

11.2.2 Access: Access to the personnel file of any bargaining unit member shall be limited to the member's supervisor, the Vice-Chancellor of Administrative Services, the Director of Personnel Services and Human Resources Development, the District Chancellor, the bargaining unit member, and any person who has written, verified authorization from the bargaining unit member.

11.2.3 An employee shall have the right at any reasonable time, without loss of pay, to examine and/or obtain copies of any material from the employee's personnel file in accordance with California Education Code Section 87031.

11.2.4 The District shall keep a log indicating the persons (other than persons whose duty is to maintain the files) who have examined a personnel file, as well as the date such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee or his/her PORAC representative, if authorized in writing by the employee. The log shall be maintained in the employee's personnel file.

11.2.5 Materials Placed in Files

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

11.2.7 A bargaining unit member shall have an opportunity during normal working hours to respond within five (5) working days to written information, which may be entered into the personnel file. If for any reason, after receiving the unit member's response, the District determines not to place the material in the personnel file, the unit member shall be notified in writing within ten (10) days of receipt of the response.

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

11.2.9 No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the employing district. (Education Code 88013, 87031)

11.3 Public Safety Officers Bill of Rights

11.3.1 Public Safety Officers Procedural Bill of Rights, Government Code Sections 3300 et seq. re incorporated herein (Attachment 2). However, said provisions will not be subject to the dispute settlement procedures as established by Article XXIV of this Agreement.

11.4 Seniority

11.4.1 Unit member seniority will be determined by date of hire. In the event that unit members are hired on the same date, seniority will be determined by random draw.

ARTICLE XII

SALARY

12.1 Salary

12.1.1 During the term of this agreement, represented unit employees in the classification of Police Officer shall receive the following salary in (5) five steps, increasing a step at each officer's hiring anniversary date:

STEP 1 3255 STEP 2 3465 STEP 3 3676 STEP 4 3887 STEP 5 4097

12.1.2 District shall adjust the salary schedule for the fiscal year(s) of 2007/2008 and 2008/2009 by 80% of COLA as outlined in the Governor's Office May Revise, effective July 1 of each year. (I.E COLA 5.92% x .80 = 4.74%)

12.2 Salary Placement

12.2.1 Salary placement may be made up to a maximum of Step II based on experience of the unit member. Qualification to be placed at Step II upon hire will be possession of a POST Basic certificate and 1+ year of experience.

ARTICLE XIII

WORK DAY, WORK WEEK, WORK SHIFT

- 13.1 Workweek: The workweek shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District. Paid leave time shall not be included in the calculation of hours worked for the purpose of the payment of overtime at the rate of time and one-half.
- 13.2 Nothing in this section shall prohibit an individual member of the unit and the District from implementing a schedule of ten (10) hours per day, forty (40) hours per week on four consecutive days, or some other flexible schedule, such as a week that only contains thirty six (36) hours. If the four/ten plan, or some other flexible schedule, is implemented the employee shall not earn overtime for hours in excess of eight in one day but should earn overtime for hours in excess of ten in one day.
- 13.3 Workday: The length of the workday shall be designated by the District to maintain minimum staffing levels. Each Bargaining Unit employee shall be assigned a fixed, regular, work shift and ascertainable minimum number of hours, which shall not be less than four (4) hours per day nor for more than five (5) consecutive days per week. A workday is contiguous.
- 13.4 Work Shift: Each employee shall be assigned to four (4) consecutive months of a shift. Each employee must alternate between day, swing shift, and graveyard shift unless a written memorandum signed by all effected employees requested a specific schedule change, which exempted this requirement. This Article shall not restrict the District from temporarily rescinding such an agreement if needed, due to some unforeseen emergency circumstance, to carry on the business of the District.
- 13.5 Flexible Hours – Upon written request by an individual employee, and with the agreement of the Chief of Police, an individual employee’s regular work hours may be adjusted to meet their needs as long as such adjustment does not interfere with the operation or needs of the District. If the needs of the District change, the employee will be given at least two (2) weeks notice before reverting to the original hours.
- 13.6 Lunch Period: All employees covered by this Agreement shall be given a one half (1/2) hour lunch period at an undesignated time as part of their workday. It is understood that the lunch period is paid, and the employee will still be required to answer urgent calls to service during his/her lunch period. The employee will be allowed to go off campus, but no more than one (1) mile.
- 13.7 Rest Periods:
- 13.7.1 All Bargaining Unit employees shall be granted rest periods, which, insofar as practicable, shall be in the middle of each four (4) hour work period, at the rate of fifteen (15) minutes per four hours worked. The employee will be allowed to go off campus, but no more than one (1) mile.

- 13.7.2 Time from unused rest periods may not be used to lengthen the lunch break or shorten the work day. Also, rest periods may not be applied to any time owed the District that is to be made up. The District shall not owe any compensation to an employee who does not wish to take advantage of the rest periods.
- 13.7.3 Rest periods are a part of the regular work day and shall be compensated at the regular rate of pay for the employee.
- 13.8 Rest Facilities: The District shall make available a lunch room or rest area for general staff use.

ARTICLE XIV

TRANSFERS

- 14.1 Transfers: Transfers of members on a temporary basis may be initiated by the District at any time such transfer is in the best interest of the District, overtime and mileage will apply. The employee will be notified in writing 30-calendar days prior to the transfer when possible. The temporary transfer shall not exceed 30 calendar days in length. The District will make every attempt to distribute equally between employees and temporary transfers shall not be used as a form of punishment.
- 14.2 Bargaining unit members may apply to transfer into vacant sworn non-management positions available at other District campuses. Such transfer will be complete, once approval by the Chief of Police or Director of Personnel Services and Human Resources Development.

ARTICLE XV

COMPENSATION

- 15.1 Overtime Pay:
- 15.1.1 Members may be required to work overtime and shall be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay for overtime.
- 15.1.2 Overtime includes:
- a. Work on a District holiday,(language includes holidays at 1.5 with deletion of 15.1.5 whether as a part of the member's normal work week or as required and authorized by the Chief of Police and/or supervisor;
 - b. Work in excess of eight (8) hours in any one day or in excess of forty (40) hours during any work week;
- 15.1.3 Nothing in this section shall prohibit the District, with an MOU from the Chief of Police and approved by the Director of Personnel Services and Human Resources Development, along with the consent of the Association, from implementing a schedule of ten (10) hours per day, forty (40) hours per week on four consecutive days, or some other flexible schedule, such as a week that only contains thirty six

(36) hours. If the four/ten plan, or some other flexible schedule, is implemented the employee shall not earn overtime for hours in excess of eight in one day but should earn overtime for hours in excess of ten in one day.

15.1.4 For the purpose of computing the hours worked, time during which the member is excused from work because of holidays, sick leave, vacation or other paid leave of absence shall be considered as time worked by the member.

15.1.5 All overtime must receive prior approval from the Chief of Police or designee. In cases of emergency, verbal approval of the Chief of Police or designee, will suffice.

15.1.6 Special Events: All members covered by this Agreement who are assigned or volunteer to work special events (basketball games, dances, etc.) shall be compensated at the rate of one and one-half (1½) times the regular rate of pay in cash, to the extent the District is reimbursed for overtime incurred by the organization sponsoring the event.

15.2 Overtime:

15.2.1 Overtime distribution - In the event overtime services are to be performed for the District, eligibility shall be designated on a rotating basis to the full-time bargaining unit members who normally perform the service.

15.2.2 An overtime eligibility list shall be established. However, overtime that may be performed in conjunction with a members regularly scheduled shift shall be offered to that member prior to being offered to the next member on the overtime list.

15.2.3 If the full-time bargaining unit member elects or refuses the overtime assignment, he/she shall move to the bottom of the list. This shall be done in descending order until the assignment is made to another member. If no other member chooses to accept the overtime assignment, then the initially designated member shall be assigned.

15.3 The Department shall not alter scheduled work time to avoid payment of overtime without at least fifteen (15) days prior notice and member approval.

15.4 Compensatory Time Off:

15.4.1 Overtime may be taken in cash or in the form of compensatory time off (CTO), the Chief of Police, however, shall be the final authority in determining the manner of overtime compensation. CTO shall be earned at the rate of time and one half (1½) and to a maximum accrual of one hundred and sixty (160) regular hours.

15.4.2 Each unit member is eligible to request for cash reimbursement for CTO. To be eligible, a unit member must request, in writing, to receive cash reimbursement prior to the 20th of each month. The unit member must have accrued a minimum of 80 hours of CTO to make such a request and may only request up to a maximum of 40 hours be reimbursed. A request for reimbursement may not reduce the unit members CTO accrual below 80 hours.

15.4.3 The Chief of Police may authorize reimbursements based on an emergency request by the member in addition to the parameters outlined in 15.4.2.

15.5 CTO Usage: Refers to that time which an employee is entitled to be absent from their duty with pay for hours worked in addition to or excess of their normal work schedule.

15.6 Call-Back / Call-In Duty: All represented employees called back or called in to duty shall be compensated at one and one-half (1½) times their regular hourly rate of pay for four (4) hours or the number of hours actually spent on duty, whichever is greater.

For the purposes of this section the following definitions will apply:

Call Back Time - Any bargaining unit member called back to work after completion of his/her regular assignment.

Call In Time - Any bargaining unit member called in to work on a day when the bargaining unit member is not scheduled to work.

15.7 Departmental Meetings and Training

Employees on their day off who are required to attend a meeting or training, will be compensated at the rate of one and one-half (1½) times their hourly rate and for a minimum of two (2) hours or the number of hours actually spent attending the meeting and/or training.

15.7.1 When an employee is required to attend a scheduled meeting on a regularly scheduled duty day and there is less than eight hours between the time an officer went off duty and his/her next regularly scheduled shift, compensation will be at the rate of one and one-half (1½) times their hourly rate for a minimum of two (2) hours.

15.7.2 A required scheduled meeting requires personal notification to the employee at least forty eight (48) hours prior to the meeting time.

15.8 Shift Differential - Compensation: Any employee in the Bargaining Unit who is assigned a work shift that commences between 1:00 p.m. and 6:00 a.m. shall be paid a shift differential premium of five (5) percent above the regular rate. In any week an officer works a regular schedule of two or more shifts, which commence, between 1:00 p.m. and 6:00 a.m. the employee will receive the shift differential premium of five (5) percent for all hours worked that week.

15.9 Court Time: Each off-duty related court appearance, whether in traffic court, criminal court, or civil court will be compensated at time and a half with a minimum of four (4) hours for each appearance. Any time spent, including the four (4) hours minimum shall be counted in increments of fifteen (15) minutes or more, and will be paid at a time and a half rate (1½).

15.10 When appearing in court, an officer may use a District vehicle for transportation.

15.11 On-Call Status: Officers shall be available, as designated by a written schedule approved by the Chief of Police, or his designee, for emergency call-out on weekends, holidays, days off or other off duty hours. Claims for stand-by compensation shall be made only when an employee has been assigned to stand-by.

15.11.1 Any unit member who agrees to be on standby status shall be paid at the California State Minimum Wage while on stand-by. Any such unit member on stand-by shall come in to work when requested by the District. Compensation for the time worked after being called in shall be pursuant to Article 15.6.

15.11.2 During the time officers are being compensated for call-back, stand-by will not apply. Stand-by duty requires that the officer:

- a. Be ready to respond immediately to calls for service;
- b. Be reachable by telephone, pager or vehicle radio;
- c. Remain a reasonable distance one (1) hour from the assigned campus; and,
- d. Refrain from activities, which might impair the ability of the officer to perform the assigned duties. Prohibited activities in this section shall include consuming alcohol.

15.11.3 “On-Call” duty differs from other assignments in which an employee may be equipped with a cellular telephone or pager to facilitate contact. In those instances, employee’s activities and response distance are not restricted; therefore, they are not eligible for stand-by compensation.

15.12 Bilingual Pay: The following languages currently qualify for the Bilingual pay:

- a. Spanish
- b. Punjabi
- c. Hindi
- d. American Sign Language
- e. Hmong

The Director of Personnel Services and Human Resources Development shall review the list on an annual basis. He/she has the authority to add any languages that will benefit the District.

A member shall in writing request to qualify for bilingual incentive pay to the Chief of Police. The member will be required to complete and oral exam certifying that the member can speak the respective language sufficiently enough to take a crime report, give directions, assist in registering a student, etc.

The bilingual pay incentive compensation shall be \$ 50 per month on a monthly basis.

As a requirement of receiving bilingual compensation, a member will be required to utilize the language skills to assist other departments in the District, subject to availability of the member.

15.13 Longevity Pay: The District shall pay longevity pay according to the following schedule, payable upon the employee’s anniversary date of employment. Longevity Pay will be as indicated below:

10 years = an amount equal to one step (5% of base pay)

15 years = an amount equal to half of a step (2.5% of base pay)

15.14 Mileage Compensation

15.14.1 Mileage Compensation - Any employee required to work at a work site which is more than five (5) miles further from his/her normal work site than is his/her residence shall be compensated at the amount established by District policy for the total additional mileage difference if such employee utilizes his/her personal vehicle, between his/her normal work site and his/her work site.

15.14.2 A unit member required to change work sites during their normal work day will be granted sufficient time for travel between work sites and will be paid for time spent traveling to and from the work sites. If the member uses his or her personal vehicle, then he or she will be reimbursed for miles traveled per Board policy. If the member uses a District vehicle, then he/she will not be reimbursed for miles traveled per Board policy.

ARTICLE XVI

SPECIAL ASSIGNMENTS

16.0 The special assignment identified and agreed to by the District and the Association are as follows:

- Field Training Officer (FTO)
- Emergency Medical Technician (EMT)
- Officer In Charge (OIC)

Fielding Training Officer

Incentive pay shall apply to a YCCD police officer(s) that serves in the official capacity as an FTO for any time the unit member acts as an FTO. Prior to receiving the special assignment incentive pay of 5% of base salary, the YCCD police officer shall successfully complete the POST certified 40 hour FTO course and provide proof of completion. (Pay for entire shift if any portion is served as FTO).

Emergency Medical Technician

Incentive pay shall be given to YCCD police officer(s) who have certified by the State of California as an EMT. A copy of the certification shall be submitted to Human Resources prior to receiving the incentive pay of 5% of base salary.

Officer In Charge (OIC)

Incentive pay shall apply to YCCD police officer(s) that serve in the official capacity as designated by the Chief of Police as the Officer in Charge for any time unit member acts as OIC. YCCD Police Officers acting as OIC will receive the special assignment incentive pay of 5% of base salary. To be eligible to receive compensation, a YCCD Officer must be designated as OIC by the Chief of Police and must act as OIC for a minimum of 5 consecutive shifts (1 week) and must complete all duties as agreed upon with the District. If the Chief of Police assigns multiple officers to OIC for any 5 consecutive shifts, each officer will receive specialty pay for the time they are assigned as the acting OIC. In general, the most senior officer(s) available shall be assigned OIC duties.

ARTICLE XVII

EDUCATIONAL INCENTIVE

17.1 POST Certificates:

- 17.1.1 Employees shall receive an additional one and one-half (1½ %) percent of base pay for holding a POST Intermediate certificate and/or Associates degree.
- 17.1.2 Employees shall receive an additional one (1%) percent base pay for holding a POST Advanced certificate and/or a Bachelors degree.
- 17.1.3 The maximum increase under this section shall be two and one half (2.5%) percent of base pay total.

17.2 Tuition Reimbursement

- 17.2.1 The maximum payment under Article 17's tuition reimbursement plan shall be Six Hundred Twenty-five Dollars (\$625) per employee per fiscal year, including required text books.
- 17.2.2 To be eligible for tuition reimbursement, a unit member must be pursuing a certificate or degree program, or an educational program approved by the Director of Personnel Services and Human Resources Development
- 17.2.3 All police officers shall be exempt from any fee or associated cost for mandated Peace Officers Standards and Training (POST) training courses as required or as deemed necessary.

17.3 Training and Travel Expenses

- 17.3.1 The Association and the District mutually agree that education and training are one of the most important aspects of law enforcement. It is the desire of both entities to provide the members of the YCCD Police Department with the best training possible, while making it equitable to both the employee and the District. To accomplish this task, both entities agree to the following:
- 17.3.2 The employee being sent to the training, will convert the time spent in training, the travel time to and from the training and any additional hours required by the training to replace their normal duty hours. If the employee is required to produce any other work not related to the training while away on training the employee shall be paid for that work at the normal rate of pay at one and one half (1½) times their rate for the time actually spent. This will be agreed upon by the Chief of Police and the employee prior to the training leave.
- 17.3.3 At the discretion of the department, the employee shall be given his/her normal days off either before or after the training period to total the normal number of days off in that month's work cycle.

- 17.3.4 The District will determine the mode of transportation that will be used by the employee. This mode may be either by air, department vehicle, train, rental vehicle, or by the employee's personal vehicle. If the employee drives their personal vehicle, the employee will be paid for the actual mileage driven by the employee to the motel, or the training facility. If the employee stays at a motel, the employee will be paid mileage to and from the motel to the training facility, each day. The rate of pay will be determined by District policy.
- 17.3.5 The District will pay no other transportation costs. If the employee chooses to drive their own vehicle, they will be compensated in accordance with the Travel Policy up to a maximum of current air fare to the destination or on a per mile basis, whichever is the less. If training is reimbursed by POST, employees may get the maximum rate for mileage by either POST or the District, whichever is greater.
- 17.3.6 Meals while attending training will be provided as agreed upon in the District's Meal Policy.
- 17.3.7 Employees, at their option, may choose to either ride share or drive separately.

17.4 Training - Emergency Medical Technician

- 17.4.1 Full-time Police Officers will be allowed to attend Emergency Medical Technician training for purposes of EMT certification, if they are not already certified.
- 17.4.2 To the extent that the courses occur when the employee is otherwise scheduled for duty, the employee will be allowed to attend the class. A unit member shall strive to attend courses while not scheduled for duty.
- 17.4.3 The Department shall reimburse the employee for the cost of course required materials, which may include books, tuition, and insurance after receipt of proof of the State of California and/or National certificate as well as completing the required process to be licensed to practice as an EMT.
- 17.4.4 The Association recognizes that it may not be possible for all employees to attend the training full-time, immediately or during the same semester because of staff shortages or the availability of funds.

ARTICLE XVIII

PHYSICAL FITNESS

- 18.1 Physical Fitness Incentive Program
- 18.2 A unit member that has satisfactorily passed probation may participate in the physical fitness incentive program.
- 18.3 To be eligible for the physical fitness incentive program, a unit member must have an annual physical completed by a doctor of the unit member's choice, at member expense, utilizing the District provided health benefit plan. The doctor must certify that the unit member is in sufficient health to undertake a fitness program and release the unit member for the program.

- 18.4 A unit member must document, in general, three (3) hours per week of participation in the physical fitness program on their own time. This can be accomplished through enrollment in a college course, parks and recreation program, gym membership or log of personal program, for example.
- 18.4.1 A member that meets the above conditions shall receive a monthly rate of \$35 for participating in the physical fitness program.
- 18.4.2 Physical Fitness: Bargaining Unit members or groups of Bargaining Unit members may use College facilities for personal physical fitness purposes when these facilities are not being used during regular operating hours of the regular academic year. College facilities may not be used for commercial purposes or for personal financial gain.
- 18.4.3 The Director of Physical Education, Health Education, Recreation, and Athletics and/or Director of Information and Facilities have the prerogative to determine which facilities may be used and when supervision of the activity will be required in the interest of District liability. In this regard, however, permission to use College facilities will not be unreasonably denied.
- 18.4.4 College facilities will be available to all Peace Officers, on an unsupervised basis, at any time that no class is using the facility, including weekends.

ARTICLE XIX

UNIFORMS AND EQUIPMENT

- 19.1 Employee Expenses & Materials
- 19.1.1 The cost of the purchase of uniforms, equipment, identification badges, emblems, shoulder patches, badge patches, and business cards required by the District shall be borne by the District.
- 19.1.2 The cost of embroidering an Officer's name on all his/her uniform shirts shall be borne by the District, whether the District or Officer owns the shirts.
- 19.1.3 The District agrees to provide the following initial uniform and equipment items for all new police officers prior to their starting date.
- a. Uniform items:
1. One LAPD blue uniform pants.
 2. Two LAPD blue uniform pants with cargo pockets.
 3. One LAPD blue uniform shorts.
 4. One LAPD blue long sleeve uniform shirts (Name embroidered on shirt)
 5. Two LAPD blue short sleeve uniform shirts (Name embroidered on shirts)

6. One Black uniform Jacket (Flying Cross All weather jacket w/liner)
7. One navy blue uniform tie
8. One gold tie bar
9. One navy blue hat/cap
10. One gold metal badge and ID card issued by the police department.

b. Equipment items:

The following items will be purchased and maintained by the District and will remain the property of same. Upon termination of employment, the below items will be returned to the District. All duty belt equipment purchased will be the Bianchi Accu-mold name brand.

1. One Bianchi nylon duty belt + liner belt
2. One key holder silent or regular
3. Four belt keepers
4. One double handcuff case
5. 2 pair of peerless handcuffs
6. One "Lite Mask" CPR kit with nylon case
7. One Streamlight or Stinger rechargeable flashlight with AC charger and holder
8. One mace/pepper spray and holder
9. One collapsible baton and holder
10. One Radio holder
11. One Radio Holder belt clip
12. One Sirchie patrol fingerprint pad with belt case
13. Soft Body Armor, Level IIA or higher threat level. (The safety vest may include a hard and soft trauma plate)
14. Raingear (Jacket, pants)
15. A level III retention gun holster
16. Duty Weapon
17. Double magazine pouch with snap cover
18. Three magazines for the primary duty weapon
19. One Black uniform Jacket (Flying Cross All weather jacket w/ liner)
20. One gold metal badge and ID card issued by the police department.

- 19.2 Uniform Allowance: For the purchase and maintenance of required uniforms, equipment, and rain gear employees will receive an annual allowance of \$850.00. The \$850.00 annual uniform allowance will be paid annually. Newly hired YCCD Police Officer(s) shall commence receiving the uniform allowance after successful completion of employment probation.
- 19.3 YCCD Police Officers shall wear the district provided soft body armor at all times during the work shift. The officer shall not be required to wear the soft body armor when medical verification, in writing, is provided by a physician to the District.
- 19.3.1 The District will replace soft body armor within six (6) months of the expiration of the manufacturer's liability warranty.
- 19.4 Replacement of Equipment:
- 19.4.1 The District shall replace the safety equipment, which is required by the District in this contract, including but not limited to, items found in sections 19.1 and 19.1.3 (equipment only) of this contract, when such equipment is rendered useless or damaged within the scope of and during the performance of the officer's assigned duties and the damaged is caused through no fault of the police officer.
- 19.5 Repair and Maintenance of Firearms: All inspections, maintenance, and repairs of all District owned firearms shall be the responsibility of the District. The cost of all inspections, maintenance, and repairs of all District owned firearms shall be borne by the District.
- 19.6 Personal Property:
- 19.6.1 Personal property, which is destroyed or damaged in the course of employment, shall be repaired or replaced by the District within sixty (60) days from the date the employee submitted a claim to the District.
- 19.6.2 Personal property are those items necessary during job-related activities. Items include uniforms, eye glasses, and watches.
- 19.6.3 Personal property shall not include those items not required for job related activities. Items not included are necklaces or chains; earrings, bracelets, and other jewelry.
- 19.6.4 The total payable claims for prescription eyeglasses shall not exceed \$175.00 per occurrence. The total payable claims for watches shall be \$50.00 per occurrence.
- 19.6.5 The procedure for the repair or replacement of damaged personal property shall be the same for District property as described in the Department's Operations and Procedures Manual.

ARTICLE XX

LEAVES

20.1 Absences and Conditions Regulating Absences

- 20.1.1 A member may be absent from work during required periods of service, providing the applicable policies and procedures have been properly implemented. Absence for any other reason shall constitute an “unauthorized absence” and may subject the unit member to disciplinary action.
- 20.1.2 Information relative to absences and leaves shall be made a matter of record included in the member’s personnel file. Violation of such absences and leave provisions shall be considered cause for suspension and/or dismissal.
- 20.1.3 Except when there is an emergency, notification of member’s absence shall be reported in advance by the member to the immediate supervisor or, if not available, the on duty Police Officer. When advance notification is impossible, the member shall submit notice as early as possible. The reasons and the amount of time to be involved shall be reported.
- 20.1.4 Member shall complete the report of absence form stating the reason for absence. Documentation supporting the member’s need for absence may be required. Misrepresentation by a member of the reason for an absence shall cause such absence to be classified as an “unauthorized absence.”
- 20.1.5 Members shall not be entitled to salary compensation during periods of “unauthorized absence” from work during required periods of service.
- 20.1.6 Upon expiration of authorized leave of absence, the member will be placed in an existing position in the same job classification in which the member previously worked.
- 20.1.7 Members in unpaid status will be ineligible for continuance of District benefits unless member elects to make advance payment to the District for such benefits.
- 20.1.8 Periods of authorized leave of absence, paid or unpaid, shall not be considered to be a break in service.

20.2 Bereavement Leave

- 20.2.1 Members may be granted, without loss of salary, or other benefits, leave of absence not to exceed three (3) working days (five working days if out-of-state or in excess of two hundred (200) miles one-way is required) at the time of death of a member of the member’s immediate family. Such absence will not be deducted from authorized absences or leaves.

- 20.2.2 “Member of the immediate family,” (either by birth or through marriage including “step” relations) as used in this section means the mother, father, grandmother, grandfather, or grandchild of the member or of the member’s spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, or any immediate relative living in the immediate household of the member.
- 20.2.3 The Director of Personnel Services and Human Resources Development may request verification satisfactory to the District of bereavement leave immediately upon returning to work.

20.3 Jury Duty

- 20.3.1 When regularly called for jury duty in the manner provided by law, members shall be granted a leave of absence without loss of pay for the time the member is required to perform jury duty during the member’s regularly assigned working hours.
- 20.3.2 Request for jury duty should be made by presenting as soon as possible the official court summons to the member’s immediate supervisor and to the District Personnel Office through regular administrative channels.
- 20.3.3 Reimbursement to the District of any monies earned as a juror, except mileage, shall be made by the member.
- 20.3.4 A member regularly called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption.
- 20.3.5 When jury service is not required during the member’s regular assigned working hours, the member is required to return to work.
- 20.3.6 Any day during which a member, whose regular assigned shift commences at 6:00 p.m. or after and who has served all day on jury duty, that member shall be relieved from work without loss of pay.
- 20.3.7 The District may require verification of jury duty prior to, or subsequent to, providing compensation.

20.4 Personal Necessity Leave

- 20.4.1 A unit member may be granted a maximum of seven (7) days leave of absence in any school year without loss of pay in cases of personal necessity. Such leaves shall be deducted from the member’s accumulated sick leave when approved by the Director of Personnel Services and Human Resources Development upon employees’ return to work.
- 20.4.2 Personal necessities are limited to:
- 20.4.2.1 Serious illness of a member of the immediate family;
 - 20.4.2.2 An accident involving his/her person or property, or the person or property of a member of his/her immediate family;
 - 20.4.2.3 Death of a member of the immediate family;
 - 20.4.2.4 Appearance in court as a litigant or witness.

20.4.3 This leave specifically does not include any recreational use nor any use related to the present or prospective employment or union activity. Such leave as applied for, used, and/or granted must be on matters which cannot be accomplished other than during the member's regular working hours, or deferred to a more convenient date or time to accommodate the regular work schedule.

20.5 Industrial Accident or Illness Leave

20.5.1 Any member, upon attaining permanent status, shall receive sixty (60) working days leave with pay in any one fiscal year for an industrial accident or illness. An industrial accident or illness is defined as one where the member becomes ill or is injured while he/she is serving the District and the accident or illness is reported to the Workers' Compensation insurance carrier in accordance with their regulations, and the Workers' Compensation insurance carrier accepts responsibility for the treatment of the member.

20.5.2 Industrial accident or illness leave will commence on the first (1st) day of absence. Allowable leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

20.5.3 Payment for wages lost on any day shall not, when added to an award granted the member under the Workers' Compensation laws of this state, exceed the normal wage for the day. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Worker' Compensation.

20.5.4 The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Section 88191 of the State Education Code. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if a member is receiving Workers' Compensation he/she shall be entitled to use only so much of his accumulated or available sick leave, accumulated compensating time off, vacation or other available leave which, when added to the Workers' Compensation award, provide for a full day's wage or salary.

20.5.5 Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the member.

20.5.6 During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off, or other available leave provided by law, or the action of the Board, the member shall endorse to the District wage loss benefit checks received under the Workers' Compensation laws of this state. The District, in turn, shall issue the member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

- 20.5.7 When all available leaves of absence, paid or unpaid, have been exhausted and if the member is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months.
- 20.5.7.1 When available, during the thirty-nine (39) month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations.
- 20.5.7.2 A member who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.
- 20.5.8 The Board shall require certification by the attending physician that the member is medically able to return to and perform the duties of his/her position.
- 20.5.9 Any member receiving benefits provided in this section shall, during periods of injury or illness, remain within the State of California unless the Board authorizes travel outside of state.

20.6 Sick Leave

- 20.6.1 Members employed five (5) days a week shall be entitled to twelve (12) days leave of absence for illness or injury with full pay for a fiscal year of service. This entitlement shall be credited at the start of each fiscal year (July 1) to full-time members. Fractional assignment shall receive proportionate leave entitlement.
- 20.6.2 Members employed five (5) days a week for less than a full fiscal year are entitled to that 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).
- 20.6.3 Members employed less than five (5) days per week shall be entitled, for 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.
- 20.6.4 Pay for any day for such absence shall be the same as the pay, which would have been received, had the member served during the day.
- 20.6.5 Credit for leave of absence need not be accrued prior to taking such leave by the member and such leave of absence may be taken at any time during the year. New members of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be entitled under this policy, until the first (1st) day of the calendar month after completion of six (6) complete months of active service with the District.

- 20.6.6 Utilization of sick leave shall be calculated in increments of thirty (30) minutes.
- 20.6.7 If the member does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year. Unused cumulative sick leave may be converted by an employee to service time worked in preparation for retirement.
- 20.6.8 Sick leave may be used for visits to medical doctors, dentists, optometrists, oculists, chiropractors, chiropractors, psychiatrists, psychologists, or physical therapists. Such leave shall be scheduled so as to interfere as little as possible with operations of the District and shall be of reasonable duration.
- 20.6.9 All sick leave absence shall be reported in writing through the immediate supervisor. In addition, any absence of five (5) days or more requires medical certification.
- 20.6.10 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, are, for all job-related purposes, temporary disabilities and shall be treated as a condition of illness.
- 20.6.11 Members must be in active employment a minimum of eleven (11) days in order to earn one (1) day sick leave for that month. Members on paid leave status are eligible to earn or use sick leave. Sick leave may be applied only on those days when the member is required to report for duty but cannot do so because of illness or injury.
- 20.6.12 When a member is separated prior to rendering a complete fiscal year of service, the sick leave entitlement for the partial year shall be that proportion of twelve (12) days leave as the number of months in the fiscal year he/she was employed bears to twelve (12).
- 20.6.13 Sick leave entitlement shall be reduced by one (1) day for each month a member is on leave without pay.
- 20.6.14 Members may convert unused sick leave to retirement credit in accordance with the then-existing law, rules and regulations of P.E.R.S. when filing a request for retirement.

20.7 Holiday Leave

- 20.7.1 Members of the unit shall be entitled to the following holidays with pay:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veterans' Day Observance
Lincoln's Birthday Observance	Thanksgiving Day
Washington's Birthday Observance	Day Following Thanksgiving
Spring Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve
Three (3) Floating Holidays during the Fiscal Year	

- 20.7.2 When a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.
- 20.7.3 Should a holiday as enumerated above or any other day designated by the Board as a public holiday occur while a member is absent from work because of sick leave, vacation, or any other paid leave of absence, the holiday shall be considered as time worked and shall not be deducted from other paid leave of absence.
- 20.7.4 Members shall be entitled to the same number of holidays, regardless of whether they work Monday through Friday or some other shift.
- 20.7.5 Members required by his/her supervisor to work on a holiday shall receive time-and-a-half pay (1½) in addition to his/her regular day's pay for work on the holiday only in the event that the work on the Holiday is not scheduled 30 days or more in advance if the member does work and is paid overtime for working on a holiday, he/she shall not receive an additional day off.
- 20.7.6 When a holiday falls on a non-work day for a member working other than Monday through Friday and the holiday is one of those enumerated above, the member is entitled to an additional day off with pay, at a mutually agreeable time.
- 20.7.7 Every day declared by the Governing Board under Education Code, Sections 79021 or 79022, as a holiday shall be a paid holiday for all employees in the Bargaining Unit.
- 20.7.8 Floating Holidays, as outlined in 20.7, are considered Holidays. However, Floating Holidays are at the discretion of the Chief of Police. In the event that Floating Holidays are declined due to staffing or other purposes, Floating Holidays will be available for use at a later time.
- 20.7.9 Floating holidays must be used in the fiscal year and will not be accrued.

20.8 Vacation Leave

- 20.8.1 Members are entitled to vacation allowance with regular pay. Members working forty (40) hours per week on a twelve (12) month basis shall earn vacation leave as follows based on their anniversary date:
- 1 year- 11 days (7.33 hours per month)
 - 2 thru 5 years- 12 days (8.00 hours per month)
 - 6 thru 10 years- 17 days (11.33 hours per month)
 - thru 15 years- 18 days (12.00 hours per month)
 - or more years- 22 days (14.67 hours per month)
- 20.8.2 Members working less than forty (40) hours per week or less than twelve (12) months per year shall earn vacation at the same ratio as their work schedule bears to the regular work hours per day, days per week, weeks per month, or months per year.

- 20.8.3 Entitlement to vacation shall be credited at the start of each fiscal year or the beginning of employment for bargaining unit members. If a member terminates employment with the District and has been granted vacation leave which was not yet earned at the time of termination of employment, the District shall deduct from the member's last check the full amount of salary which was paid for such unearned days of vacation leave taken.
- 20.8.4 Vacation entitlement shall be established as the first (1st) of the month of employment if employed between the first (1st) and fifteenth (15th) calendar date of that month or the first of the following month if employed on or after the sixteenth (16th) calendar date of the month. In order to count the last month of service for vacation allowance, the member must have worked beyond the fifteenth (15th) day of the month.
- 20.8.5 Upon separation from service with the District, the member shall be entitled to lump sum compensation for all earned and unused vacation to a maximum of four (4) years annual leave allowance.
- 20.8.5.1 Members who have not completed six (6) months of employment in regular status shall not be entitled to compensation for vacation.
- 20.8.5.2 If, during the first six (6) months of employment, the member has used vacation, such vacation used shall be deducted from their final pay warrant.
- 20.8.6 No member may normally take vacation leave in excess of twenty (20) consecutive working days without having scheduled the leave at least three (3) months in advance, and/or with approval of the Board. Leaves approved under this section shall be deemed priority vacations over subsequent vacation requests.
- 20.8.7 Accrued vacation leave will be used to extend sick leave when necessary.
- 20.8.8 Any paid holiday to which a member is entitled shall not be charged as a day of vacation.
- 20.8.9 A permanent member shall be permitted to interrupt or terminate vacation leave in order to begin another type of leave provided the employee supplies notice, where possible, and supplies supporting documentation, such as a doctor's certificate, if applicable, of illness, regarding the basis for such interruption or termination.
- 20.8.10 A member must work a minimum of 11 days during the month or be on paid leave of absence in order to earn full vacation for that month.
- 20.8.11 Vacation schedules shall be developed within each department. Insofar as possible, vacation shall be scheduled at times requested by the bargaining unit member; however, the District shall have the right to insure the vacation schedules do not impede the required operations of the department.
- 20.8.12 No employee may accumulate more than four (4) years vacation benefits as of 30 June. Employees who, by 1 March, appear to possibly accrue more than the limit of four (4) years by 30 June will be so notified.

- 20.8.12.1 Thereafter, the District will schedule the employee for vacation in the amount of the accumulated excess. In doing so, the District will schedule such vacation at a time mutually agreed upon.
- 20.8.12.2 If the District does not allow the employee to take vacation, the employee will be paid a lump sum for the excess accumulated days.
- 20.8.12.3 If an employee'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 vacation dates available at that time. If no such dates are available, the vacation may be taken in the following fiscal year.
- 20.8.12.4 If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee who has been with the District for the longest period of time shall be given his/her preference.
- 20.8.12.5 When a holiday falls during the scheduled vacation of any Bargaining Unit employee, such employee shall be granted an additional day's vacation and pay for each holiday falling within that period.

20.9 Parental Leave: An employee is entitled up to ten (10) days paid leave each year, to be deducted from accumulated sick leave, for the purposes of child or spousal care after birth or adoption, for processing an adoption, or for pregnancy-related illness.

20.10 Personal Business: Annually, each member shall be entitled to five (5) days of paid leave, which shall be deducted from accrued sick leave, for the purpose of conducting personal business.

20.10.1 These days may be taken in one-half (½) hour increments.

20.10.2 Whenever possible one day notice shall be submitted prior to taking such leave.

20.11 General Leave: When no other leaves are available, a leave of absence of not more than one (1) year may be granted to a permanent employee on an unpaid basis upon member request and approval by the Board of Trustees. Authorization of leaves under this section shall not be deemed as a precedent for future requests.

20.12 Leaves, except Military Leave, may not be used for other employment without the express permission of the District.

20.13 Military Leave: A 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, including no loss of seniority.

20.14 Leave of Absence for Retraining and Study

- 20.14.1 An employee may request a paid leave, or leaves, of absence for up to (40) forty hours for study or retraining purposes and upon approval of the Chief of Police shall be granted such leave. Such leave may be granted not more than once every (1) year for retraining or study.
- 20.14.2 An employee may request a leave of absence for study upon the completion of one (1) consecutive year of service with the District.
- An employee requesting such leave shall submit to the appropriate supervisor(s), in writing, a detailed description of the study program identifying particularly those areas that will improve his/her ability to carry out the duties and function of his/her job, to keep abreast of the latest technological changes, and/or benefit the operation of the District.
- 20.14.3 While on such leave, the employee will receive pay, continued insurance coverage, and will be reimbursed per this contract's training and travel policy as outlined in sections 15.7 through 15.7.5.
- 20.14.4 Any leave of absence granted under this policy shall not be deemed a break in service for any purpose.
- 20.14.5 Such leave shall not be counted in computing the period, which must elapse before the granting of another, leave for retraining or study purposes.
- 20.14.6 Upon returning from a leave of absence, the employee shall assume the duties of his/her absented position with seniority as of the date of beginning the leave.

20.15 Family Care and Medical Leave:

- 20.15.1 The District shall abide by the state and federal Family Care and Medical Leave Act.
- 20.15.2 The purpose of Family Care and Medical Leave is to provide a member with the ability to take time off from work for the birth, adoption, or placement of a child or for the serious health condition of the member, her/his child, parent, or spouse without jeopardizing employment status.
- 20.15.3 Eligibility: A unit member who has been employed by the District for at least twelve (12) months and who is otherwise eligible for benefits.
- 20.15.4 Reasons for Family Care and Medical Leave:
- 20.15.4.1 Because of the birth of the member's child and in order to care for such child.
- 20.15.4.2 Because of the placement of a child with the member for adoption or foster care.
- 20.15.4.3 In order to care for the spouse, a child, or a parent who has a serious health condition.
- 20.15.4.4 Because of a serious health condition that renders the member unable to perform the functions of his/her position.

20.15.5 Leave Parameters

20.15.5.1 A unit member may take a total of twelve (12) weeks of leave during any twelve (12) month period.

20.15.5.2 In general, leave shall not be taken by the member intermittently or on a reduced leave schedule unless medically necessary. The taking of leave intermittently or on a reduced leave schedule shall not result in a reduction in the total amount of leave to which the member is entitled pursuant to this Article.

20.15.6 Maintenance of Insurance Benefits

20.15.6.1 Coverage: During any period that a unit member takes Family and Medical Care Leave, the District shall continue to provide the fully paid District group health and welfare life insurance benefits for the duration of the leave at the level and under the conditions coverage would have been provided if the member had continued in employment continuously for the duration of such leave.

20.15.6.2 Failure to Return from Leave: The District may recover the premium that it paid for maintaining coverage for the unit member under the group health and welfare benefits plan during any period of unpaid Family and Medical Care Leave if the unit members fails to return from leave after the period to which the employee is entitled has expired; and the employee fails to return to work for a reason other than—

20.15.6.2.1 the continuation, recurrence, or onset of a serious health condition that entitled the employee to leave or

20.15.6.2.2 other circumstances beyond the control of the employee.

20.15.6.3 Reinstatement Rights

20.15.6.3.1 Upon return from an approved family or medical care leave, the unit member shall return to the same bargaining unit position unless mutually agreed upon otherwise.

20.15.6.3.2 Family Care and Medical Leave shall not be considered a break in service for longevity or seniority.

20.15.6.4 Notice by Unit Member

20.15.6.4.1 If the unit member's need for a leave pursuant to this Section is foreseeable, the unit member shall provide the Director of Personnel Services and Human Resources Development with reasonable notice of the need for the leave.

20.15.6.4.2 If the member's need for leave pursuant to this Section is foreseeable due to a planned medical treatment or supervision, the unit member shall make a reasonable effort to schedule the leave to avoid disruption to the operations of the District, subject to the approval of the health care provider of the individual requiring care.

20.15.6.4.3 The District may require that the unit member's request for leave to care for a child, a spouse, or a parent who has a serious health condition be supported by a certification issued by the health care provider of the individual requiring care.

20.15.6.4.4 The District may require that the unit member's request for leave because of the member's own serious health condition be supported by a certification issued by his/her own health care provider.

20.16 Catastrophic Leave: The District shall create a Catastrophic Leave Program as follows:

20.16.1 Any unit member may donate up to sixteen (16) hours of Sick Leave per year to the "Catastrophic Leave Pool."

20.16.2 Requests for Catastrophic leave donations shall be made by the Director of Personnel Services and Human Resources Development through a District-wide notice to all unit members employees.

20.16.3 Any employee who receives eligible sick leave credits under this provision shall first exhaust all paid leave he/she has accrued.

20.16.3.1 The eligible employee may "withdraw" leave from the pool in no less than eight (8) hour increments.

20.16.3.2 All requests for Catastrophic Leave must be made by or on behalf of the employee to the Director of Personnel Services and Human Resources Development and be accompanied by a physician's verification of medical need and duration of recovery.

20.16.4 The Director of Personnel Services and Human Resources Development, and the Chief of Police shall form an Ad Hoc Catastrophic Leave Committee whose responsibility will be to grant or deny the request for Catastrophic Leave. The Catastrophic Leave Committee may allow a permanent employee to withdraw up to fifty percent (50%) of the available hours in the Catastrophic Leave Pool for each illness, injury, accident, etc. The Committee may consider extensions of this limit on a case by case basis.

20.16.5 In the event that any donated Catastrophic Leave time remains unused, that time shall remain in the Catastrophic Leave Pool and shall be available to other qualified employees pursuant to the terms of this Article.

20.16.6 Catastrophic leave provisions shall apply to all members.

ARTICLE XXI

INSURANCE PROGRAMS

- 21.1 Effective July 1, 2006 for the Association members, Yuba Community College District will pay 100% of the premiums for medical, dental, vision and life insurance for unit members and their eligible dependents for the period July 1, 2006 through June 30, 2009. The unit member shall have the option to purchase a more costly plan at the expense of the member, should the cost of the plan selected by the member have higher premiums than that which the member qualifies.

For the period July 1, 2006 to June 30, 2009:

Health Insurance: TCSIG Medical Premier Plan

Dental Insurance: TCSIG Dental Plan D-3 \$2,000 yearly limit

Vision Insurance: TCSIG Vision Plan C, \$5 Co-pay

Life Insurance: Transamerica Life \$50,000 Straight Term

- 21.2 All unit members with a spouse or domestic partner that is “dual covered” under the District’s benefits plans shall be placed in TCSIG Standard Plan for the duration of the period that they are “dual covered”. Should it occur that a unit member’s circumstances change such that they are not dual covered under TCSIG plans, the unit member will be allowed to return to the plan that they otherwise qualify for under the terms of this agreement. Unit members shall return to the plan that they qualify for by documenting a qualifying event and by the District submitting a letter of support to the vendor documenting the qualifying event.

- 21.2.1 In the event that the TCSIG Standard Plan changes such that dual covered members are not provided 100% coverage for all circumstances, each member shall be moved to the next highest plan that provides 100% coverage for dual covered members. (IE, Standard Plan changes such that out of pocket expenses are not fully covered in the same manner that dual covered individuals would enjoy as dual covered under Premier Plus or Premier Plans).

- 21.3 The District will implement a flexible benefits option for all unit members. This option will allow unit members to select from all of the available TCSIG plans, including all “High Deductible” plans that qualify for Health Savings Accounts.

- 21.3.1 The District will provide to each unit member a return of 75% of the savings from the difference in premiums if the unit member voluntarily opts into a lower plan than what the member qualifies for. The premium savings will only be provided to the member via a District sponsored 403(b) plan or qualified Health Savings Account.

- 21.3.2 Options for dispersal include voluntarily opting from one of TCSIG PPO plans, identified as Premier Plus, Premier, Standard and Basic to a lower regular plan OR voluntarily opting from the regular plans to a High Deductible Plan eligible for a Health Savings Account.

- 21.3.3 In the event that a unit member opts from the regular plan for which the member is qualified into a lower regular plan, they will receive 75% of the savings from the premium placed into a District sponsored 403(b) plan.

- 21.3.4 In the event that a unit member opts from the regular plan for which the member is qualified for, they will receive 75% of the savings from the premium placed in a District sponsored Health Savings Account up to the maximum allowable contribution by law. Any remaining premium savings will then be placed into a District sponsored 403(b) plan.
- 21.3.5 The District will utilize the Health Savings Account vendor provided through TCSIG and members must meet all legal mandates for qualification to participate in Health Savings Account.
- 21.3.6 This article is limited by plan conditions, time requirements, open enrollment periods, and other restrictions identified by the Tri-County Schools Insurance Group for benefits.
- 21.3.7 Members on paid leave status are considered to be continuous employees and no interruption to the insurance program shall be imposed upon members on paid leave. Members on an unpaid leave shall have their insurance program terminated for the remaining duration of the leave unless the member wishes to continue coverage by paying the full premium(s) each month in advance.

ARTICLE XXII

LIGHT/LIMITED DUTY

22.1 Light/Limited Duty

- 22.1.1 When due to injury or illness, whether or not the injury or illness is work related, an employee is unable to perform his/her usual duties, the employee may work in a light/limited duty capacity if the department determines such work is available.
- 22.1.2 An employee may work light/limited duty only upon authorization of the employee's attending physician or a properly appointed District physician, and only to the extent that the employee's illness or injury is not further aggravated by working in this capacity nor is a hazard created for other employees.
- 22.1.3 If light/limited duty is available, and an attending physician, or a properly appointed District physician to perform such work clears the employee, he/she shall accept light/limited duty. Every reasonable effort will be made to allow the employee to work light/limited duty on the same shift to which he/she is assigned for up to a period of one (1) week. Following the one (1) week period, light/limited duty assignments will be made in accordance with the best interests of the department.

ARTICLE XXIII

RETIREMENT

23.1 PERS Retirement

- 23.1.1 The District will continue its participation in the Public Employee's Retirement System during the term of this agreement.
- 23.1.2 The District will amend its current contract with PERS to move all District Police Officers from their current PERS program to the Public Safety PERS Program. The formula in effect for safety members is the 2% @ 55 formula.

ARTICLE XXIV

DISPUTE SETTLEMENT

24.1 Grievance:

A. Purpose and Scope

- 1. A grievance shall mean that there has been an alleged misinterpretation, misapplication or a violation of matters relating to wages, hours of employment, health and welfare benefits, leave and transfer policies, safety conditions of employment, or procedures to be used from the evaluation of employees, as contained in negotiated agreements.
- 2. A grievant is an employee adversely affected by the alleged misinterpretation, misapplication or violation of the collected bargaining agreement.
- 3. The failure of the employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal. A manager's failure to give a decision within the time limits shall permit the employee to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- 4. An investigation or other handling or processing of any grievance shall be conducted so as to result in minimal interference with, or interruption of, the instructional program and related work activities.

B. Procedures

- 1. First Step: An attempt shall be made to resolve any grievance in informal verbal discussion between the employee and his/her supervisor.
 - a. If the grievance cannot be resolved informally at the first step, either party may choose to continue the informal process by utilizing an "interest based" procedure to resolve the grievance. The interest-based procedure would define the grievance issue as a mutual problem to be analyzed and potentially resolved through the exploration of options and alternatives. Both parties will mutually agree upon a third party facilitator. The facilitator may be an employee of the Yuba Community College District.

2. Second Step: If the grievance cannot be resolved informally, the employee shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the supervisor and the Chief of Police. The written grievance shall state the nature of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within twenty (20) calendar days from the date of the occurrence of the event giving rise to the grievance. The manager shall make a decision on the grievance and communicate it in writing to the employee within ten (10) working days after receipt of the grievance.
3. Third Step: In the event the grievance has not been satisfactorily resolved at the second step, the employee shall file, within ten (10) calendar days of the Chief of Police written decision at the second step, a copy of the grievance with the Director of Personnel Services and Human Resources Development. Within ten (10) working days after such written grievance is filed, the employee and Director of Personnel Services and Human Resources Development, shall meet to resolve the grievance. Director of Personnel Services and Human Resources Development shall file an answer within ten (10) working days of the third step grievance meeting and communicate it in writing to the employee and the supervisor.
4. Fourth Step: In the event that the grievance has not been satisfactorily resolved at the third step, the employee shall file, within thirty (30) days of the written decision of the Director of Personnel Services and Human Resources Development, a request with the Director of Personnel Services and Human Resources Development to proceed to the fourth step--a hearing before a Hearing Officer.

The Hearing Officer will be selected as follows:

- a. With the concurrence of the employee, the Chancellor may either serve as the Hearing Officer or designate another person who need not be an employee of the District to serve.
- b. If the employee and the Chancellor are unable to agree on a Hearing Officer within the five (5) day period from the third step appeal, then the employee may request an Arbitrator chosen from a list of seven (7) names requested jointly by the Chancellor and the employee from the State Mediation and Conciliation Service. The employee shall strike from the list the name of one candidate; then the Chancellor shall strike the name of one candidate; the names will be stricken in this manner until the name of one candidate remains, which shall be the Hearing Officer. The Hearing Officer shall conduct a hearing within either thirty (30) days of the receipt of the written appeal of the third step decision or thirty (30) days of agreement on the Hearing Officer or as soon thereafter as available. The Hearing Officer shall notify the Chancellor of his/her advisory decision within ten (10) days of such hearing. Within ten (10) days of the receipt of this written advisory decision by the Chancellor, the Chancellor will render a final written decision setting forth the reasons for such decision. The timeline set forth in this paragraph may be waived by mutual written agreement of both parties.

In event the grievance has not been satisfactory resolved with the Chancellor, the grievant may file, within ten (10) days of the written decision of the Chancellor, a request to have the written record of the grievance reviewed by the Board of Trustees. The Board may accept, reject, or modify the Chancellor's decision. The Board of Trustees shall make this decision in a timely manner.

- c. The cost of the Hearing Officer including any transcripts will be mutually paid by both parties. Each party shall bear equally the unriembursed costs of the Hearing Officer, court reporter and transcripts. If either party cancels or postpones a scheduled hearing resulting in a fee charged by the Hearing Officer, that party shall pay the cancellation fee. This does not apply to mutual settlements between the parties.
- d. Hearing Procedure is set at the discretion of the arbitrator.

ARTICLE XXV

TERM

25.0 This Agreement shall become effective on July 1, 2006 and shall continue in effect to and including June 30, 2009, unless amended in writing and by ratification by both parties hereto.

Officer James Markus, Chief Negotiator
YCCD POA

Date

Officer Adam Pharris, Chief Negotiator
YCCD POA

Date

Al Alt, Ph.D.
Director of Personnel Services
and Human Resources Development

Date

Angela R. Fairchilds, Ph.D
Woodland Community College President

Date

Christopher Wilkinson
Chief of Police

Date