



AGREEMENT

Between

The Yuba Community College District

and

The Yuba Community College District
Police Officers' Association

July 1, 2012 through June 30, 2015

Governing Board Ratification: October 10, 2013

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PREAMBLE

This Agreement is made and entered into this ____ day of _____, 2013, by and between Yuba Community College District, hereinafter referred to as "the District," and the Yuba Community College District Police Officers' Association, hereinafter referred to as "the Association" and is effective July 1, 2012.

ARTICLE 1.0 - 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 2.0 - 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 25—Term.
- 2.2 Release Time for Negotiation: The Association shall have the right to designate up to two unit members, 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 Agreement, the District shall provide a copy of this Agreement to each Association member, free of charge.
- 2.6 Reopening: The District and the Association agree to reopen negotiations for Article 12—Salary and Article 15—Compensation in 2012-2013 through 2014-2015. The Association shall notify the District, in writing, of their interest to reopen by March 1 of each year.

ARTICLE 3.0 - CONTRACT AUTHORITY

- 3.1 If any section of this Agreement in any way conflicts with terms and conditions of employment stated in Board policies and procedures, the Agreement shall be the controlling authority. If any section of this Agreement 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 Agreement shall not be the controlling authority and shall be bound by such law.

ARTICLE 4.0 - 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 5.0 - 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 24—Dispute Settlement of this Agreement.

ARTICLE 6.0 - 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 unit 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 unit members 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 unit members who are represented by the Association, the Association agrees, in good faith, to take all reasonable and affirmative steps to cause these unit members to cease such action. [Reference 3500 G.C. ET SEC]

ARTICLE 7.0 - 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 unit members 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 unit member, make other deductions as provided for in this Agreement.

7.2 Dues Deduction:

7.2.1 In accordance with the Association Dues and Service Fee Schedule, the District shall deduct \$50 from the wages of all unit members who are members of the Association on the date of the execution of this Agreement. Unit members must submit a dues authorization form 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 unit members 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 unit members of the right to terminate their obligation to the Association by the unit member giving appropriate written notice to the District. [Government Code Section 3540(i)(1)]

ARTICLE 8.0 - 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 unit members 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 unit member personnel files when and only when accompanied by the unit member or on presentation of a written authorization signed by the unit member.
 - 8.1.6 The right to be supplied with a complete "hire date" roster of all unit members on the effective date of this Agreement and every six (6) months thereafter, if requested. The roster shall indicate the unit member's present classification.
- 8.2 Requests for District Information - The Association may obtain a roster of names, addresses, telephone numbers and location of unit members from the District Human Resources Office upon request and written authorization from the unit member(s).
- 8.2.1 The Association President's right to receive one (1) copy of any budget or financial material approved by the Board.
- 8.3 Employee Organization Contact Procedures - The Association shall provide the Chief Human Resources Officer the name(s) of recognized Association 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 sixty (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 Chief Human Resources Officer or his/her designees.
 - 8.4.2 The Association 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 sixty (60) hours annually. The District will provide a substitute for the Association 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 Association 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 15.1, or temporarily assign some of the duties of the position(s) to another employee(s).

ARTICLE 9.0 - 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 unit members, to prescribe rules to that effect, to establish and change standards, to determine the qualifications of unit 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 10.0 - EMPLOYMENT PROBATION

10.1 Probation

- 10.1.1 All new and promoted unit members 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 unit members and to determine whether the unit member is fully qualified for the position.
- 10.1.2 The probationary period for new unit members shall be twelve (12) months in length after their initial hire date.
- 10.1.3 Probationary 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 unit member will be granted permanent employment status at the conclusion of the unit member's first (1st) year of employment.

- 10.1.4 Any unit member who has gained permanent status and thereafter accepts a promotion, may be rejected from the new position during the probationary period without cause. Said unit member shall retain all other rights of a permanent unit member in the classification held prior to promotion. Those rights can only be affected for cause. The probationary period for promoted unit members shall be six (6) months.

ARTICLE 11.0 - EMPLOYEE RIGHTS

11.1 Employee Evaluations

- 11.1.1 Their designated Supervisor or the Chief of Police shall evaluate permanent unit members at least once every one (1) year after attaining permanency. Additional evaluations may be scheduled, as necessary, with a 24-hour notice to the unit member.
- 11.1.2 No evaluation shall be placed in a unit member's personnel file until the unit member and evaluator have reviewed and discussed the evaluation. The unit member 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 unit member in implementing any recommendations made. If the unit member being evaluated feels that the evaluation is not accurate or fair in its findings and recommendation, the unit member may attach a letter of explanation of those items in dispute, within ten (10) working days.

11.2 Personnel Files

- 11.2.1 Location: Personnel files of each unit member shall be maintained in the District Human Resources 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 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 unit member shall be limited to the member's supervisor, the Chief Human Resources Officer, the District Chancellor, the unit member, and any person who has written, verified authorization from the unit member.
- 11.2.2.1 A unit member shall have the right at any reasonable time, without loss of pay, to examine and/or obtain copies of any material from his/her personnel file in accordance with California Education Code Section 87031.

11.2.2.2 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 unit member's personnel file shall be available for examination by the unit member or his/her PORAC representative, if authorized in writing by the unit member. The log shall be maintained in the unit member's personnel file.

11.2.3 Materials Placed in Files:

11.2.3.1 Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. The unit member 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) working days. The allowed release time to prepare the written response shall not exceed two (2) working hours. The written response shall be attached to the material.

11.2.3.2 A 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.

11.2.3.3 Any person who places written material or drafts written material for placement in a unit member'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.

11.2.4 No disciplinary action shall be taken for any cause which arose prior to the unit member's becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the District. (Education Code 88013, 87031)

11.3 Public Safety Officers Bill of Rights

11.3.1 Provisions of the Public Safety Officers Procedural Bill of Rights, Government Code Sections 3300 et seq. will not be subject to the dispute settlement procedures as established by Article 24 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 12.0 - SALARY

12.1 Salary

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

STEP 1 3572 STEP 2 3815 STEP 3 4058 STEP 4 4301 STEP 5 4545

12.1.2 District shall adjust the salary schedule for the fiscal year(s) of 2012-2013 through 2014-2015 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 3 based on experience of the unit member. Qualification to be placed at Step 3 upon hire will be possession of a POST Basic certificate and 1+ year of experience.

ARTICLE 13.0 - WORK DAY, WORK WEEK, WORK SHIFT

13.1 Work Week: 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 (1½).

13.2 Nothing in this section shall prohibit an individual unit member and the District from implementing a schedule of ten (10) hours per day, forty (40) hours per week on four (4) 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 unit member shall not earn overtime for hours in excess of eight (8) in one day but should earn overtime for hours in excess of ten (10) in one day.

13.3 Work Day: The length of the workday shall be designated by the District to maintain minimum staffing levels. Each unit member 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 unit member shall be assigned to four (4) consecutive months of a shift. Each unit member must alternate between day, swing shift, and graveyard shift unless a written memorandum signed by all affected unit members request 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 unit member, and with the agreement of the Chief of Police, an individual unit member’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 unit member will be given at least two (2) weeks’ notice before reverting to the original hours.
- 13.6 Lunch Period: All unit members 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 unit member will still be required to answer urgent calls to service during his/her lunch period. The unit member will be allowed to go off campus, but no more than three (3) miles.
- 13.7 Rest Periods:
- 13.7.1 All unit members 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 (4) hours worked. The unit member will be allowed to go off campus, but no more than three (3) miles.
- 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 a unit member 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 unit member.
- 13.8 Rest Facilities: The District shall make available a lunch room or rest area for general staff use.

ARTICLE 14.0 - TRANSFERS

- 14.1 Transfers: Transfers of unit 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 unit member will be notified in writing thirty (30) calendar days prior to the transfer when possible. The temporary transfer shall not exceed thirty (30) calendar days in length. The District will make every attempt to distribute the transfers equally between unit members and temporary transfers shall not be used as a form of punishment. The District shall not transfer a unit member for more than thirty (30) days in a four (4) month period.
- 14.2 Unit members may apply to transfer into vacant sworn non-management positions available at other District campuses. Such transfer will be complete, once approved by the Chief of Police or Chief Human Resources Officer.

ARTICLE 15.0 - COMPENSATION

15.1 Overtime Pay:

15.1.1 Unit members may be required to work overtime and shall be compensated at the rate of one and one-half (1½) times their regular rate of pay for overtime.

15.1.2 Overtime includes:

- a. Work on a District holiday, (language includes holidays at one and one-half (1½) with deletion of 15.1.5) whether as a part of the unit 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 Chief Human Resources Officer, along with the consent of the Association, from implementing a schedule of ten (10) hours per day, forty (40) hours per week on four (4) 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 unit member shall not earn overtime for hours in excess of eight (8) in one (1) day but should earn overtime for hours in excess of ten (10) in one day.

15.1.4 For the purpose of computing the hours worked, time during which the unit 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 unit member.

15.1.5 All overtime must receive prior approval from the Chief of Police or designee. In cases of emergency when feasible and practical, verbal approval of the Chief of Police or designee, will suffice. Due to an emergency, if the unit member is unable to obtain prior approval, or verbal approval, the unit member shall notify the Chief of Police and/or designee via electronic mail message as soon as practical

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

Emergency - a sudden, urgent, usually unexpected occurrence or occasion requiring immediate action created by some unexpected event. Example: a weather emergency, in custody arrest at the end of shift or official mutual aid request from a local law enforcement agency. Regular shift coverage will not be considered an "Emergency".

15.1.6 Special Events: All unit 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 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 unit member's regularly scheduled shift shall be offered to that unit member prior to being offered to the next unit member on the overtime list.

15.2.3 If the full-time 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 unit member. If no other unit member chooses to accept the overtime assignment, then the initially designated unit 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 unit 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 eighty (80) hours of CTO to make such a request and may only request up to a maximum of forty (40) hours be reimbursed. A request for reimbursement may not reduce the unit members CTO accrual below eighty (80) hours.

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

15.5 CTO Usage: Refers to that time which a unit member 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 unit members 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 unit member called back to work after completion of his/her regular assignment.

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

15.7 Departmental Meetings and Training

Unit members 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 a unit member is required to attend a scheduled meeting on a regularly scheduled duty day and there is less than eight (8) hours between the time a unit member 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 unit member at least forty eight (48) hours prior to the meeting time.

15.8 Shift Differential - Compensation: Any unit member 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 a unit member works a regular schedule of two (2) or more shifts, which commence, between 1:00 p.m. and 6:00 a.m. the unit member 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 (1½) 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: Unit members shall be available, as designated by a written schedule approved by the Chief of Police, or his/her 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 a unit member 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 unit members are being compensated for call-back, stand-by will not apply. Stand-by duty requires that the unit member:

- 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 unit member 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 a unit member may be equipped with a cellular telephone or pager to facilitate contact. In those instances, unit member'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 Chief Human Resources Officer shall review the list on an annual basis. He/she has the authority to add any languages that will benefit the District.

A unit member shall in writing request to qualify for bilingual incentive pay to the Chief of Police. The unit member will be required to complete an oral exam certifying that the unit 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 unit member will be required to utilize the language skills to assist other departments in the District, subject to availability of the unit member.

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

10 years = an amount equal to 5% of base pay
15 years = an amount equal to 2.5% of base pay

- 15.14 Mileage Compensation

15.14.1 Mileage Compensation - Any unit member 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 unit member 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 unit member uses his/her personal vehicle, then he/she will be reimbursed for miles traveled per Board policy. If the unit member uses a District vehicle, then he/she will not be reimbursed for miles traveled per Board policy.

ARTICLE 16.0 - SPECIAL ASSIGNMENTS

- 16.1 Special assignments 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)

Field Training Officer

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

Emergency Medical Technician

Incentive pay shall be given to unit member(s) who have been certified by the State of California as an EMT. A copy of the certification shall be submitted to Human Resources Office prior to receiving the incentive pay of five (5) percent of base salary.

Officer In Charge (OIC)

Incentive pay shall apply to unit member(s) that serve in the official capacity as designated by the Chief of Police as the Officer in Charge for any time a unit member acts as OIC. Unit members acting as OIC will receive the special assignment incentive pay of five (5) percent of base salary. To be eligible to receive compensation, a unit member must be designated as OIC by the Chief of Police and must act as OIC for a minimum of one (1) consecutive shift and must complete all duties as agreed upon with the District.

If the Chief of Police assigns multiple unit members to OIC, each unit member will receive specialty pay for the time they are assigned as the acting OIC. In general, the most senior unit member(s) available shall be assigned OIC duties.

Unit members identified to serve as OIC will be responsible for those duties from 12:00 a.m. until 12:00 a.m. (24 hours). The designated OIC will be On-Call Status (refer to Sections 15.11, 15.11.1, 15.11.2 and 15.11.3). The OIC shall be available by telephone or pager to answer any questions and coordinate coverage for District property. The OIC will only be on Stand-by when he/she has received written authorization from the Chief of Police or his/her designee.

OIC Duties:

- Oversee the day to day operations of the YCCD Police Department.
- Report directly to the Chief Human Resources Officer.
- All YCCDPD staff will report to the OIC.
- Work with the part-time officers and cadets.
- Review and approve the Daily Activity Reports as needed.
- Review and approve reports.
- Review and sign parking citation appeal forms.
- All priority investigation, supplemental and/or criminal reports generated by the OIC will be reviewed and initialed by an available senior officer.
- Attend meetings as needed.
- Work with local law enforcement agencies and stakeholders as the OIC.
- Responds to emergency calls for assistance.
- Plans, coordinates and directs the operation of the YCCDPD, assuring the protection of college students, staff, visitors, property, and police staff.
- Plans, coordinates and directs the day-to-day work activities of department staff; schedules work assignments and training.
- Directs and supervises the work of, part-time officers and cadets.
- Ensures the operational condition of all police vehicles and equipment.
- Patrols campus, receives information and complaints; collects evidence; prepares reports regarding department operations and statistics.

- Conducts criminal investigations and follow-up investigations and presents cases to the District Attorney for criminal filings; gathers intelligence information and performs surveillance duties; interrogates suspects, makes arrests and appears in court to provide testimony as necessary.
- Coordinates with other departments regarding road, parking and traffic designs for ultimate safety of vehicular traffic.
- Provides a variety of information to students and staff regarding security methods and procedures, crime area alerts, disaster and bomb threat procedures to encourage prevention of potential criminal activity.
- Maintains daily occurrence log of crimes and arrests.
- Works closely with local and State agencies.
- Attends Student Personnel Services meetings as required and provides a verbal and written report to the committee.
- Performs other related duties as necessary or assigned.

ARTICLE 17.0 - EDUCATIONAL INCENTIVE

17.1 POST Certificates:

17.1.1 Unit members 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 Unit members shall receive an additional one (1) percent base pay for holding a POST Advanced certificate and/or a Bachelor's degree.

17.1.3 The maximum increase under this section shall be two and one-half (2½) percent of base pay total.

17.2 Tuition Reimbursement

17.2.1 The maximum payment under Article 17- Educational Incentive shall be Six Hundred Fifty Dollars (\$650) per unit member 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 Chief Human Resources Officer.

17.2.3 All unit members 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 unit members of the YCCD Police Department with the best training possible, while making it equitable to both the unit member and the District. To accomplish this task, both entities agree to the following:

- 17.3.1.1 The unit member 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 unit member is required to produce any other work not related to the training while away on training the unit member 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 unit member prior to the training leave.
- 17.3.1.2 At the discretion of the department, the unit member 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.
- 17.3.1.3 The District will determine the mode of transportation that will be used by the unit member. This mode may be either by air, department vehicle, train, rental vehicle, or by the unit member's personal vehicle. If the unit member drives their personal vehicle, the unit member will be paid for the actual mileage driven by the unit member to the motel, or the training facility. If the unit member stays at a motel, the unit member 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.
- 17.3.1.4 The District will pay no other transportation costs. If the unit member chooses to drive his/her own vehicle, they will be compensated in accordance with the District 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, unit members may get the maximum rate for mileage by either POST or the District, whichever is greater.
- 17.3.1.5 Meals while attending training will be provided as agreed upon in the District's meal policy.
- 17.3.1.6 Unit members, at their option, may choose to either ride share or drive separately. The passenger will not be entitled to receive compensation.

17.4 Training - Emergency Medical Technician

- 17.4.1 Full-time unit members 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 unit member is otherwise scheduled for duty, the unit member 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 unit member 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 unit members to attend the training full-time, immediately or during the same semester because of staff shortages or the availability of funds.

ARTICLE 18.0 - PHYSICAL FITNESS

18.1 Physical Fitness Incentive

18.1.1 A unit member that has satisfactorily passed probation may participate in the physical fitness incentive program.

18.1.2 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 unit 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.

18.1.3 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.

18.1.3.1 A unit member that meets the above conditions shall receive a monthly rate of \$35 for participating in the physical fitness program.

18.1.3.2 Physical Fitness: Unit members or groups of 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.

18.1.3.3 The Dean of Physical Education, Health Education, Recreation, and Athletics has 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.

18.1.3.4 College facilities will be available to all unit members, on an unsupervised basis, at any time that no class is using the facility, including weekends.

ARTICLE 19.0 - 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 a unit member's name on all his/her uniform shirts shall be borne by the District, whether the District or unit member owns the shirts.

19.1.3 The District agrees to provide the following initial uniform and equipment items for all new unit members prior to their starting date.

a. Uniform items:

1. One pair Class A uniform pants.
2. Two pairs Class B uniform pants.
3. One pair Class B/C uniform shorts.
4. One Class A blue long sleeve uniform shirt.
5. Two Class B blue short-sleeve uniform shirts. (Name embroidered on shirts)
6. One pair of Class C uniform pants.
7. One Class C Uniform shift.
8. One navy blue uniform tie.
9. One gold tie bar.
10. One navy blue hat/cap.
11. One gold metal badge and ID card issued by the police department.

a. 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.

1. One 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 handcuffs
6. One CPR kit with nylon case
7. One 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 patrol fingerprint pad
13. Soft Body Armor, Level IIIA 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

18. Three magazines for the primary duty weapon

19. One Black uniform Jacket (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 unit members will receive an annual allowance of \$850. The \$850 annual uniform allowance will be paid annually. Newly hired unit members(s) shall commence receiving the uniform allowance after successful completion of employment probation.

19.3 Unit members shall wear the District provided soft body armor at all times during the work shift. The unit member 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 unit member's assigned duties and the damage is caused through no fault of the unit member.

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 unit member 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 per occurrence. The total payable claims for watches shall be \$50 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 YCCDPD Policy Manual.

ARTICLE 20.0 - LEAVES

20.1 Absences and Conditions Regulating Absences

- 20.1.1 A unit 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 unit 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 unit member’s absence shall be reported in advance by the unit member to the immediate supervisor or, if not available, the on duty Police Officer. When advance notification is impossible, the unit member shall submit notice as early as possible. The reasons and the amount of time to be involved shall be reported.
- 20.1.4 A unit member shall complete the report of absence form stating the reason for absence. Documentation supporting the unit member’s need for absence may be required. Misrepresentation by a unit member of the reason for an absence shall cause such absence to be classified as an “unauthorized absence.”
- 20.1.5 Unit 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 unit member will be placed in an existing position in the same job classification in which the unit member previously worked.
- 20.1.7 Unit members in unpaid status will be ineligible for continuance of District benefits unless unit 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 Unit 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 unit 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 unit 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 unit member.

20.2.3 The Chief Human Resources Officer 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 unit member's immediate supervisor and to the District Human Resources 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 unit member.

20.3.4 A unit 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 unit member's regular assigned working hours, the unit member is required to return to work.

20.3.6 Any day during which a unit member, whose regular assigned shift commences at 6:00 p.m. or after and who has served all day on jury duty, that unit 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 unit member's accumulated sick leave when approved by the Chief Human Resources Officer upon unit members' 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 employee, employee's property, or 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

unit 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 unit member, upon attaining permanent status, shall receive sixty (60) working days leave with pay in any one (1) fiscal year for an industrial accident or illness. An industrial accident or illness is defined as one where the unit 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 unit 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 unit 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 unit 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 Workers' 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 unit member is receiving Workers' Compensation he/she shall be entitled to use only so much of his/her 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 unit 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 unit 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 unit 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 unit 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 unit 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 unit 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 Unit members employed five (5) days a week and/or 40 hours 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 unit members. Fractional assignment shall receive proportionate leave entitlement.

20.6.2 Unit members employed five (5) days a week and/or 40 hours 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 Unit members employed less than five (5) days per week and/or 40 hours a 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 unit member served during the day.

20.6.5 Credit for leave of absence need not be accrued prior to taking such leave by the unit 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 unit 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 a unit member to service time worked in preparation for retirement.

- 20.6.8 Sick leave may be used for visits to medical doctors, dentists, optometrists, oculists, chiropodists, 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 Unit members must be in active employment a minimum of eleven (11) days in order to earn one (1) day sick leave for that month. Unit members on paid leave status are eligible to earn or use sick leave. Sick leave may be applied only on those days when the unit member is required to report for duty but cannot do so because of illness or injury.
- 20.6.12 When a unit 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 Unit members may convert unused sick leave to retirement credit in accordance with the laws, rules and regulations of PERS 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 unit 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 Unit 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 Unit 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 thirty (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 unit member working other than Monday through Friday and the holiday is one of those enumerated above, the unit member is entitled to an additional day off with pay, at a mutually agreeable time. The District and the Association agree that the unit member shall receive the same number of hours off as the scheduled work day.
- 20.7.7 Every day declared by the Board under Education Code, Sections 79021 or 79022, as a holiday shall be a paid holiday for all unit members.
- 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 Unit members are entitled to vacation allowance with regular pay. Unit 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)
 - 16 or more years- 22 days (14.67 hours per month)

It is important for the District to have all unit members available to work during the first two weeks of spring semester, fall semester and commencement. Vacation requests shall not be approved during the first two weeks of spring semester, fall semester and commencement. The District will consider vacation requests on all other calendar days.

- 20.8.2 Unit 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 unit members. If a unit 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 unit 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 unit member must have worked beyond the fifteenth (15th) day of the month.
- 20.8.5 Upon separation from service with the District, the unit 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 Unit 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 unit member has used vacation, such vacation used shall be deducted from their final pay warrant.
- 20.8.6 Unit members shall submit a completed YCCD Leave Request Form to the Chief of Police and/or designee for approval 45 days prior to the requested vacation date. No unit member may normally take vacation leave in excess of twenty (20) consecutive working days without having scheduled the leave at least 45 business days in advance, and/or with approval of the Board. Leaves approved under this section shall be deemed priority vacations over subsequent vacation requests. The Chief of Police and/or designee shall return the vacation request either approved or denied within fifteen (15) days after the request is submitted.
- 20.8.7 Accrued vacation leave will be used to extend sick leave when necessary.
- 20.8.8 Any paid holiday to which a unit member is entitled shall not be charged as a day of vacation.
- 20.8.9 A permanent unit member shall be permitted to interrupt or terminate vacation leave in order to begin another type of leave provided the unit member 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 unit member must work a minimum of eleven (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 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 unit member may accumulate more than four (4) years vacation benefits as of June 30 of each year. Unit members who, by 1 March, appear to possibly accrue more than the limit of four (4) years by June 30 will be so notified.

- 20.8.12.1 Thereafter, the District will schedule the unit member 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 unit member to take vacation, the unit member will be paid a lump sum for the excess accumulated days.
- 20.8.12.3 If a unit member's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with 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 unit members who are working on the same or similar operations as to when vacations shall be taken, the unit member 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 unit member, such unit member shall be granted an additional day's vacation and pay for each holiday falling within that period.

20.9 Parental Leave: A unit member 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 unit 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 (1) 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 unit member on an unpaid basis upon member request and approval by the Board. 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 unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave, including no loss of seniority.

20.14 Leave of Absence for Retraining and Study

20.14.1 A unit member may request a paid leave, or leaves, of absence for up to forty (40) 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 (1) every year for retraining or study.

20.14.2 A unit member may request a leave of absence for study upon the completion of one (1) consecutive year of service with the District.

A unit member 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 unit member will receive pay, continued insurance coverage, and will be reimbursed per this contract's training and travel policy as outlined in sections 15.7.

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 unit member 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 unit 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 unit member, his/her 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 unit 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 unit 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 unit 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 unit 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 unit 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 member fails to return from leave after the period to which the unit member is entitled has expired; and the unit member 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 unit member to leave or

20.15.6.2.2 other circumstances beyond the control of the unit member.

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 Chief

Human Resources Officer with reasonable notice of the need for the leave.

20.15.6.4.2 If the unit 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 unit 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 Chief Human Resources Officer through a District-wide notice to all unit members.

20.16.3 Any unit member 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 unit member 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 unit member to the Chief Human Resources Officer and be accompanied by a physician's verification of medical need and duration of recovery.

20.16.4 The Chief Human Resources Officer 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 unit member to withdraw up to fifty (50) percent 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 unit member pursuant to the terms of this Article.

20.16.6 Catastrophic leave provisions shall apply to all unit members.

ARTICLE 21.0 - INSURANCE PROGRAMS

21.1 Effective July 1, 2012 for the unit 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, 2012 through June 30, 2015. The unit member shall have the option to purchase a more costly plan at the expense of the unit member, should the cost of the plan selected by the unit member have higher premiums than that which the unit member qualifies.

For the period July 1, 2012 to June 30, 2015:

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 unit member qualifies for. The premium savings will only be provided to the unit member via a District sponsored 403(b) plan or qualified Health Savings Account.

21.3.2 Options for dispersal include voluntarily opting from one (1) 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 unit 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 unit 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 unit 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 Unit members on paid leave status are considered to be continuous employees and no interruption to the insurance program shall be imposed upon unit members on paid leave. Unit members on an unpaid leave shall have their insurance program terminated for the remaining duration of the leave unless the unit member wishes to continue coverage by paying the full premium(s) each month in advance.

ARTICLE 22.0 - 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, a unit member is unable to perform his/her usual duties, the unit member may work in a light/limited duty capacity if the department determines such work is available.
- 22.1.2 A unit member may work light/limited duty only upon authorization of the Chief of Police or designee and the unit member's attending physician or a properly appointed District physician, and only to the extent that the unit member'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 unit member, he/she shall accept light/limited duty. Every reasonable effort will be made to allow the unit member 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 23.0 - RETIREMENT

23.1 PERS Retirement

- 23.1.1 The District will continue its participation in the Public Employee's Retirement System (PERS) during the term of this Agreement.
- 23.1.2 The District agrees that all unit members shall participate in the Public Safety PERS Program. The formula in effect for safety members is the 2% @ 55 formula. The District contribution and unit member contribution (shared cost) is based on PERS annual determination. The District and unit agree to opt out of social security.

ARTICLE 24.0 - 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 unit members, as contained in negotiated agreements.
2. A grievant is a unit member adversely affected by the alleged misinterpretation, misapplication or violation of this Agreement.
3. The failure of the unit member 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 unit member 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 Department operation and related work activities.

B. Procedures

1. First Step: An attempt shall be made to resolve any grievance in informal verbal discussion between the unit member 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 unit member 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 Chief of Police shall make a decision on the grievance and communicate it in writing to the unit member 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 unit member 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 Chief Human Resources Officer. Within ten (10) working days after such written grievance is filed, the unit member and Chief Human Resources Officer shall meet to resolve

the grievance. Chief Human Resources Officer shall file an answer within ten (10) working days of the third step grievance meeting and communicate it in writing to the unit member and the supervisor.

4. Fourth Step: In the event that the grievance has not been satisfactorily resolved at the third step, the unit member shall file, within thirty (30) days of the written decision of the Chief Human Resources Officer a request with the Chief Human Resources Officer to proceed to the fourth step--a hearing before a Hearing Officer.

The Hearing Officer will be selected as follows:

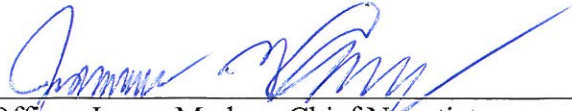
- a. With the concurrence of the unit member, the Chancellor may either serve as the Hearing Officer or designate another person who need not be an employee of the District to serve.
- b. If the unit member and the Chancellor are unable to agree on a Hearing Officer within the five (5) day period from the third step appeal, then the unit member may request an Arbitrator chosen from a list of seven (7) names requested jointly by the Chancellor and the unit member from the State Mediation and Conciliation Service. The unit member 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. The Board may accept, reject, or modify the Chancellor's decision. The Board 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 unreimbursed 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.

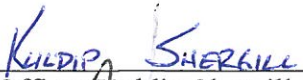
ARTICLE 25.0 - TERM

25.1 This Agreement shall become effective on July 1, 2012 and shall continue in effect to and including June 30, 2015, unless amended in writing and by ratification by both parties hereto.



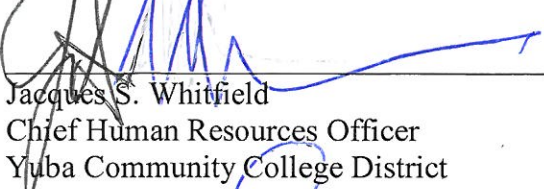
Officer James Markus, Chief Negotiator
YCCD POA

6-17-13
Date




Officer Kuldip Shergill, Chief Negotiator
YCCD POA

6-14-13
Date



Jacques S. Whitfield
Chief Human Resources Officer
Yuba Community College District

Date



John Osbourn
Chief of Police
Yuba Community College District

Date

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