

**PROPOSAL FROM THE
PASADENA AREA COMMUNITY COLLEGE DISTRICT TO
THE PASADENA CITY COLLEGE POLICE OFFICERS ASSOCIATION**

June 29, 2023

The collective bargaining proposals presented herein by the Pasadena Area Community College District to the Pasadena City College Police Officers Association is expressly made pursuant to the Educational Employment Relations Act and the Collective Bargaining Agreement between the parties.

The following articles shall be deemed to remain unchanged in the Collective Bargaining Agreement except as set forth below:

ARTICLE 4
RECOGNITION

[Note: Awaiting appendices]

- 4.1 The District recognizes the PCCPOA as the exclusive representative of all ~~College Police Officers and College Police/Safety Investigators, Clergy, Training and Police Records Specialist, Dispatchers and Parking Equipment Technician,~~ **personnel** employed by the District **in the classifications included in Appendix A,** excluding all other employees and supervisors (including the Supervisor of College Police/Safety Services) as defined in the Educational Employment Relations Act. (EERA).
- 4.2 The appropriate unit placement of any newly created classification which the PCCPOA claims should be accreted to the unit, or any existing classification or employees which the District claims should be removed from the unit, shall be discussed between the parties hereto, and if no agreement is reached, the dispute may be submitted to PERB proceedings. Any other adjustments to the unit composition may be made by mutual written agreement, provided that nothing herein shall preclude the complete elimination of jobs or job classifications for lack of work or lack of funds.
- 4.3 The District shall release one employee at no loss of pay for up to five (5) calendar days per fiscal year for the purpose of attending the PCCPOA Annual Conference.
- 4.4 During each fiscal year the District shall grant PCCPOA 40 hours of release time, useable in one (1) hour increments to be designated as "chargeable release" time. Use will be approved by the employee's supervisor prior to use on the District approved form bearing the signature of the PCCPOA President or his designee.
- 4.4.1 No more than three (3) bargaining unit members shall receive release time at the same time and will be based on the staffing needs of the District.
- 4.4.2 Elected officials of the PCCPOA shall be granted release time in accordance with the provision of California Education Code Section 88210, upon written advance notice of seven (7) calendar days from the PCCPOA to the District.
- 4.5 Except as otherwise set forth in this Article, the parties mutually recognize the rights of all employees covered by this agreement to join and participate in the activities of PCCPOA, or to have PCCPOA represent them in their employee relations with the District, or to

refuse to join or participate in the activities of PCCPOA, or any other employee organization. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of the exercise of these rights.

- 4.6 Members of PCCPOA may submit a request to PCCPOA, authorizing the District to make payroll deductions for their PCCPOA dues. PCCPOA shall certify to the District that PCCPOA members have authorized the deduction of dues, and all such dues collected by the District shall be remitted to PCCPOA on a monthly basis. PCCPOA shall indemnify the District for any claims made by employees for deductions certified by PCCPOA.

ARTICLE 6 HOURS AND OVERTIME

- 6.1 The regular work period for full-time employees covered by the Agreement shall consist of 80 hours in a 14 day period.
- 6.2 For employees assigned to work a four-day (4) workweek consisting of four (4) consecutive days, ten (10) hours per day, overtime shall be considered as time worked in excess of ten (10) hours per day, or in excess of forty (40) hours in any workweek. Work performed on the fifth, sixth, or seventh consecutive days in a workweek shall also be considered overtime.
- 6.3 For employees assigned to work a three-day (3) workweek consisting of three (3) consecutive days, twelve (12) hours per day, overtime shall be considered as time worked in excess of twelve (12) hours per day, or in excess of eighty (80) hours in any work period. Work performed on the fourth, fifth, sixth, or seventh consecutive days in a workweek shall be considered overtime.
- 6.4 For employees assigned to the 9/80 work schedule consisting of eight (8) nine (9) hour days and one eight (8) hour day in a 14 day work period, overtime shall be considered in excess of the normally scheduled hours for that day. Days off under the 9/80 work schedule shall be consecutive unless mutually agreed to by employee and supervisor.
- 6.5 For employees assigned to work a five-day (5) workweek consisting of eight (8) hours per day, including employees whose hours are reduced pursuant to Article 2 of this Agreement, overtime shall be considered as time worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in a workweek. Overtime shall also be defined as any time worked on a sixth or seventh consecutive workday by an employee having an average workday of four (4) hours or more during his or her regular workweek; or any time worked on a seventh consecutive workday by an employee having an average workday less than four (4) hours during his or her regular workweek.
- 6.6 Each employee will receive written notice of the starting day and time of his/her workweek.
- 6.7 An employee who works overtime shall be compensated for all overtime worked at the rate of one and one-half (1 ½) times his or her regular hours of pay. The regular rate of pay based on an employee's regular salary schedule placement at the time the overtime is earned.
- 6.8 ~~The An employee and the District may agree elect to receive compensation for overtime by the District granting compensatory time off, in lieu of paid overtime, at the rate of one and one-half (1 ½) times for all overtime worked. Such compensatory time off shall be scheduled by the District according to District needs, and shall be granted by the District within twelve (12) calendar months following the month in which an employee worked the overtime for which~~

~~such compensatory time off is being granted, or if not granted within such period, shall be compensated for in the manner set forth in Section 6.5 above. Two weeks' written notice and prior approval are required for the use of compensatory time off. This shall not affect the unit member's option to be paid overtime as earned. An employee that elects to bank compensatory time in lieu of overtime shall accrue compensatory time each fiscal year, shall not accrue more than 120 hours at any given time, and shall utilize the compensatory time before the end of the fiscal year (June 30). At the end of each fiscal year, the District will pay out the balance to the employee. Unit members may request to cash out their compensatory time balance as a lump sum.~~

~~6.8.1 Upon the initial adoption of this agreement, unit members shall have one year to use any remaining compensatory time balance prior to June 30, 2024, after which the District will pay out any remaining compensatory time balance.~~

~~6.8.2 Unit members will be permitted to carryover compensatory time while on or anticipating paternal/maternal leave.~~

[Note: Based on uncertainty of timing/notice, better handled by individual sideletter as needs arise.]

6.9 An employee who is required to work on any holiday specified in this Agreement shall be compensated at the overtime rate for all time worked, plus the regular holiday pay to which such employee otherwise would be entitled.

6.10 No employee may work more than sixteen (16) consecutive hours or any shift that results in less than an eight (8) hour break between shifts.

6.11 The District shall assign District overtime based on the District's needs, the requirements of the overtime assignment, and the District's evaluation of the qualifications of employees. **Permanent full time personnel unit members shall have the first right of refusal for when the District makes available overtime assignments.** ~~Nothing herein shall require the District to assign overtime on a rotation basis.~~ Nothing herein shall restrict the District's right to require any employee to perform overtime work for the District. **Nothing herein shall restrict the District's right to assign work based on District needs.**

6.11.1 Overtime Availability: When a shift becomes vacant (such as following a request for time off) and is offered to unit members as overtime, a notification will be sent out to those employees (based on schedule) who may volunteer to cover the vacant shift. Volunteers shall be considered in the order in which they communicate availability. In the event that more than one volunteer responds within 12 hours of notification, the assignment shall be based on seniority.

6.11.2 Rotation: An employee volunteering to cover the available overtime will be automatically placed on the bottom of the rotational list(s). If no employee volunteers to cover the available overtime, the District will make efforts to contact (call/text/email) available unit members to procure coverage. If no volunteers are found, the District will make overtime assignments based on the following.

6.11.3 Shift Adjustment: Without impacting the remainder of a unit member's workweek based on the determination of the Chief or designee, overtime may be covered by extending the shift of a unit member. An employee who has their shift extended and

who works a minimum of four (4) hours overtime will be moved down to the bottom of the rotation list.

6.11.4 Rotational Distribution:

6.11.4.1 The District will create and maintain two (2) lists to rotate overtime, one list for Su-T assignments and one list for Th-S assignments. Overtime assignments will be offered to those on each list based on the needs of the District and the time of the assignment.

6.11.4.2 The lists will be based on seniority, whereas the first employee on that list will be the most junior employee of that group.

6.11.4.3 An employee working a Detective Special assignment positions (Detective/Field Training Officer) shall be placed on the rotational lists,- And will be subject to adjustment or coverage based on the totality of the work week schedule.

6.11.4.4 Once the employee receives notification of the mandatory coverage, they will be responsible for that work shift(s), will work the scheduled day and perform all duties as assigned, and will be moved to the bottom of the list.

6.11.4.5 Once the list is utilized to cover open shifts, the list will be updated and posted in the report writing room as soon as practical.

6.11.4.6 While on vacation, pre-approved absence, on a full workday absence due to sick leave, union leave, release time, or any authorized absence, unit members will not be considered eligible for mandatoryvoluntary coverageovertime, but may be called upon to report in cases of disaster or emergency. Unit members will return to the rotation list upon return to work.

6.12 Employees who are called back to perform overtime work for the District shall receive a guaranteed minimum of four (4) hours pay, irrespective of actual hours worked. Should the employee have to leave for sickness or other personal reasons before completing the number of hours scheduled for the call-back, the employee shall be paid only for the hours actually worked. This four (4) hour guarantee shall not apply to overtime that is consecutive with the employee's regularly scheduled shift. ~~**If overtime is cancelled with less than eight (8) hours notice, the assigned officer will be paid for a minimum of four (4) hours overtime.**~~

6.13 The District will give College Police/Safety Officers and Parking and Security Officers the opportunity to perform extra duty assignments (such as Civic Center events or campus club activities). Parking and Security Officers may be assigned to perform extra duty assignments requiring the normal functions of a Parking and Security Officer where, in the District's judgment, the nature of the assignment does not involve or does not have the potential of involving law enforcement or other security-related functions requiring the assignment of a Peace Officer, and where the utilization of a Parking and Security Officer will not result in more extra duty personnel than would otherwise be required for the event or activity in question.

6.14 Employee's shall receive a guaranteed minimum of three (3) hours pay for extra duty assignments, provided that should an employee leave for sickness or other personal reasons before completing the number of hours scheduled for the extra duty assignment, the employee shall be paid only for the hours actually worked.

6.15 Travel time on off-duty days to District required conference assignments will be compensated at the regular hourly rate up to a maximum of eight hours.

6.16 An officer, on off-duty status, who is placed "on-call" for a court appearance will be compensated at four (4) hours of regular hourly rate for each day placed "on-call".

6.17 Unit members are entitled to receive at least five (5) calendar days advance notice of any change in their regular work schedule unless the schedule change is an emergency, as determined within the discretion of the Chief of Police or designee. For the purpose of this provision, an emergency is defined as an unforeseen situation requiring immediate action that is presenting an imminent and substantial threat to public safety or District property where no other alternative is available. It is also the intent of the parties that an emergency would not be declared for the purposes of avoiding overtime that regular unit members would otherwise be available to work.

~~6.18 When the District utilizes a rotation-based schedule, a~~ regular work schedule shall be established for every unit member every six-months, based upon seniority, and unit members shall be assigned within the first 14-days of January and July each year. Unit members will be allowed to request a work shift based on seniority for the first 6-month rotation, but must select a different work shift for the second 6-month rotation. While rotating schedules are in effect, aAll unit members are expected to rotate shifts every 6-months unless on special assignment or approved by the Chief or his/her designee.

~~6.18.1 A shift rotation notification shall be sent to each unit member at least twothirty (30) daysmonths in advance of each scheduled shift change. At least forty-five (45) days prior to the posting of the shift change, a supervisor will contact the unit member with most senior to junior and request that unit member's shift bid.~~

~~6.18.2 When a shift becomes available, unit members shall have the opportunity to request assignment to that shift, which shall be assigned based on seniority and as approved by the Chief or his/her designee.~~

~~6.18.3 When shift rotation ceases, the District shall notify unit members thirty (30) days in advance, and request unit members to bid for shift assignments by seniority, e.g. from most senior to least senior. After 30 days, an initial regular work schedule shall be established for each unit member.~~

[Note: District is willing to retain status quo with rotation in Article 6.18, provided existing differential levels remain status quo in Article 8.2.]

6.19 Unit members may trade work shifts by mutual agreement with the approval of the Chief of Police, or designee. The decision of the Chief shall be conclusive, and shall not be subject to the Article 14 grievance procedures.

~~6.20 Unit members may request to cash out up to 120 hours per year. This may be exercised in a lump sum one time per year only. This shall not affect the unit member's option to be paid overtime as earned.~~

~~6.210 Overtime Distribution~~

~~Voluntary and involuntary overtime work shall be assigned as equally as is practicable among qualified unit members in the same classification. Overtime shall be offered in the following order of priority:~~

~~a. Voluntary – On a rotational basis, based on seniority, among those employees in the same classification who normally perform the work involved.~~

~~b. Involuntary – When no employee elects to work the overtime, assignment shall be based on inverse order of seniority.~~

ARTICLE 8 WAGES

8.1 Salary

~~Effective upon the date of ratification and approval by the Board of Trustees, unit members shall receive a one-time off-schedule payment of \$3000, in an amount equal to 53% of the unit member's base salary, which shall be paid to unit members within sixty (60) days.~~

~~The salary schedule for 2022-2023 shall be increased by 45 6% on schedule plus full 6% COLA retroactive to July 1, 2022.~~

~~Effective beginning the 2023-2024 fiscal year, the salary schedule shall be increased by 42.536% plus full COLA, or the State-funded COLA, for 2023-2024 received by the District, whichever is less. [Note: As indicated during our last meeting, the District is authorized to offer 6% on-schedule for 2023-2024.]~~

~~Effective beginning the 2024-2025 fiscal year, the salary schedule shall be reopened for negotiations increased by 42.5 3% plus full COLA, or the State-funded COLA for 2023-2024 received by the District, whichever is less.~~

~~Market Equity Adjustment: In addition to the aforementioned, the salary schedule~~

~~for 2022-2023 for the Dispatcher classification shall be increased by 20%.~~

~~Dispatcher Range Reallocation: Effective upon ratification of this Agreement, unit members employed in the "Police Dispatcher" classification will be increased from Range 36 to Range 38 42 of the salary schedule.~~

~~During any year of this agreement, if another bargaining unit receives a negotiated increase (either one-time or on-schedule) greater than set forth herein, POA shall be entitled to an equitable adjustment to match the other unit.~~

8.2 Shift Differential

8.2.1 Rotation: A differential of two (2) ranges (5%) will be paid to bargaining unit members when members are involved in a rotational schedule plan. In the event the District discontinues shift rotation for some or all employees in the unit, the District shall be under no obligation to continue to pay employees who are not subject to shift rotation. ~~The maximum compensation earned from differential, alone or combined, shall not exceed ten (10%) percent of base salary.~~

8.2.2 Graveyard: An employee assigned to work more than 50% of their regular shift during the Graveyard, defined as 6:00 p.m. to 6:00 a.m., shall receive a differential of ~~two (2) three (3) ranges (5% 7.5%)~~ above his/her base rate of pay. **Temporary shift assignments (overtime/cover/substitute) shall not qualify for the differential. Cover/substitute shift assignments shall be eligible for the differential when assigned to a graveyard shift for more than seven (7) consecutive working days.**

~~8.2.3 Swing Shift: An employee assigned to work 50% or more of their regular shift between 2 p.m. and 11 p.m., shall receive a differential of two (2) ranges (5%) above his/her base rate of pay.~~

[Note: As noted under Article 6.18 above, the District is willing to retain the existing rotation/differential at 5% - based on POA's stated interests and despite our prior proposals - provided that the remaining differentials stay at status quo.]

8.3 Employees are eligible for a service increment equivalent to one range upon completion of seven (7) years of service; a second service increment equivalent to one range upon completion of ten (10) years of service; a third service increment equivalent to one range upon completion of fifteen (15) years of service; a fourth service increment equivalent to one range upon completion of twenty (20) years of service; and a fifth service increment equivalent to one range upon completion of twenty-five (25) years of service and a 6th service increment equivalent to one range upon completion of thirty (30) years of service. Service increments are awarded based on satisfactory performance evaluations and are calculated from the first month of employment in which an employee is in paid status for at least eleven (11) working days. A new service increment date must be computed after a leave of absence or break in service.

8.4 POST Certificates. An additional two salary ranges (5%) shall be granted to each College Police Officer who possesses an Intermediate Certificate. An additional two salary ranges (5%) shall be granted to each College Police Officer who possesses ~~es~~ an Advanced Certificate issued by the Commission on Peace Officer Standards and Training. **Attainment of POST Certificates shall be in accordance with POST Regulations, including 11 C.C.R. § 1101.**

8.5 Special ~~a~~Assignment pay ~~is compensation due a unit member for temporarily working out of their classification, and shall be~~ limited to the assignments of Detective and Field Training Officer/~~Dispatcher, and/or Senior Police Officer/Senior Dispatchers Communications Training Officer.~~ Special Assignment pay shall be 5% for all time spent on such an assignment.

When Special Assignments become available, the Chief shall notify eligible unit members, who shall be entitled to submit an interest memorandum and participate in an interview with the Chief of Police prior to selection or appointment for a specialized position. Selection shall otherwise proceed pursuant to Policy 436 of the Pasadena City College Police and Safety Services Policy Manual.

~~Certificate Terminology and Policy~~

~~Except as may be noted, the following terms and polices apply to all certificate categories and levels:~~

~~1. College Degree or College Unit Criteria Accreditation shall be from a national or regional accrediting body that is recognized by the Secretary of the United States Department of Education. For the award of a certificate, all degrees or units:~~

~~A. Shall be issued by and recorded on the transcript of an accredited community college, college or university, or~~

~~B. When issued by a non-accredited community college, college or university, the degree or units shall have been accepted and recorded on the transcript of an accredited community college, college, or university.~~

~~C. The unit member must submit the transcript to Human Resources to demonstrate satisfactory completion of a course(s).~~

~~2. Education Points For purpose of certificate qualifications:~~

~~A. One college semester or quarter unit equal one education point. 3. Years of Experience A. Must be full time employment in same job classification.~~

~~B. All years of experience must be obtained as an employee at Pasadena Community College District.~~

~~Intermediate Certificate Requirements~~

~~Degree or Education Points Years of Experience in Area Master's Degree and 1 year of experience Bachelor's Degree and 3 years of experience Associate Degree and 4 years of experience 45 Education Points and 5 years of experience 30 Education Points and 6 years of experience 15 Education Points and 8 years of experience~~

~~Advanced Certificate Requirements~~

~~Degree or Education Points Years of Experience in Area Master's Degree and 4 years of experience Bachelor's Degree and 6 years of experience Associate Degree and 9 years of experience 45 Education Points and 10 years of experience 30 Education Points and 12 years of experience~~

~~8.6 Senior College Officer/Senior Dispatcher: A unit member who is assigned to perform out-of-class duties as a Senior College Police Officer or Senior Dispatcher, for more than five (5) days in a fifteen-calendar-day period, shall be entitled to a five (5%) percent increase in base salary for the period of time in which the unit member is assigned those out-of-class duties. A College Police Officer assigned to the Senior College Police Officer position classification will receive a five (5) percent salary differential in addition to his/her regular rate of pay for the length of time he/she serves as Senior Officer. Those officers who meet the following requirements shall be eligible for designation as a Senior College Officer and shall receive a pay adjustment of five (5) percent above the Police Officer position:~~

- ~~• An officer who has a minimum of ten (10) years of service time as a sworn law enforcement officer with the District, and who has completed two (2) special assignments with the Pasadena City College Police Department as an FTO and detective.~~
- ~~• An officer who has a minimum of fifteen (15) years of service time as a sworn law enforcement officer, and who has completed one special assignment with the Pasadena City College Police Department as an FTO or detective.~~

- 8.7 Police Dispatcher/~~Senior Police Dispatcher~~ Certificate Program. An additional salary range (5%) shall be granted to each employee in this category who possess an Intermediate Certificate issued by the Pasadena Area Community College District. An additional salary range (5%) shall be granted to those possessing an Advanced Certificate issued by the Pasadena Area Community College District.

ARTICLE 9 TRAINING

- 9.1 College Police Officers and Dispatchers who are enrolled in POST mandated training shall be compensated at their appropriate hourly rate for time spent in attendance at the course.

- 9.2 Unit members will may be permitted to select and attend a minimum of one (1) POST Advanced Officer Training (AOT) course per year, as approved by the Chief or designee, with skills directly relevant to District-required job duties. The District agrees to compensate unit members at their appropriate hourly rate for time spent in attendance at the course which may not exceed forty (40) hours unless authorized by the Chief or his/her designee.

ARTICLE 12 UNIFORMS AND EQUIPMENT

- 12.1 The cost of the purchase, lease or rental of any distinctive uniform required by the District, or other equipment, identification badges, emblems, and cards required by the District shall be borne by the District.
- 12.2 The District shall provide each employee covered by this Agreement, at the commencement of his or her employment, with such uniform and equipment as the District considers necessary for the performance of the employee's work assignment. The District will provide each College Police/Safety Officers employed by the District with a safety vest. Uniformed officers and detectives are permitted to wear Department-approved external vest carriers, designated Model # GD2P00US0 and/or Model # 26133-119749 of his/her choice at the officers' expense, provided, said external vest is consistent with the uniform regulations specified under Policy 1015.1.8(k)1.(a) and (b) of the Pasadena City College Police and Safety Policy Manual.
- 12.3 During each fiscal year beginning after an employee has commenced employment in a classification covered by this Agreement, the District shall provide each employee with an annual uniform and equipment allowance as follows: College Safety Officers: ~~\$800.00~~ \$1200.00 and Dispatchers: ~~\$600.00~~ ~~\$700.00~~ \$800.00. Said uniform and equipment allowance shall cover the replacement, upkeep and maintenance of the employee's uniform and equipment during the period of employment with the District. Employees shall receive their annual uniform and equipment allowance on the December pay warrant, or by District Authorized Purchase Order with two District chosen authorized uniform vendors for expenditure during the applicable fiscal year that are approved by the Director of the Department or his/her designee. Purchase order requests must be submitted by the employee to the District no later than October 1st. Alternatively, Dispatchers may opt to dress in office attire by waiving the uniform allowance.

- 12.4 Each employee is required to wear his or her uniform, properly laundered and of good appearance, during all working hours. Each employee shall maintain his or her equipment in good working order and dirt free.
- 12.5 Upon termination of employment in a classification covered by this Agreement, the District may require the employee to return to the District any uniform or parts thereof and equipment in his or her possession.
- 12.6 The District shall not be responsible for loss, destruction or damage to an employee's personal tools or equipment.
- 12.7 Employees are required to use District equipment and vehicles only for District-related purposes.

ARTICLE 13 **DISCIPLINARY ACTION**

- 13.1 Probationary Employees. During the probationary period, an employee is subject to discipline, discharge, or demotion without cause or notice at the sole discretion of the District. The disciplinary and grievance procedures set forth in this Article are applicable only to regular employees.
- 13.2 Regular Employees. Regular employees may be discharged or disciplined subject to applicable statutory provisions as enumerated in 13.3 below. In some cases, an employee's misconduct may result in verbal or written warnings **or reprimands**, followed by suspension or discharge if repeated. A second reprimand for the same misconduct must be in writing. The District agrees to observe all procedural requirements of the Public Safety Officers Procedural Bill of Rights Act. (Govt. Code § 3300 *et seq.*)
- 13.3 Causes: One or more of the following causes may be grounds for suspension, demotion, or dismissal of any person employed in the classified service.
- a. Incompetency or inefficiency in the performance of the duties of his/her position.
 - b. Insubordination.
 - c. Carelessness or negligence in the performance of duty or in care or use of District property.
 - d. Discourteous, offensive, or abusive conduct or language toward other employees, students or the public.
 - e. Dishonesty
 - f. Drinking alcoholic beverages on the job, or reporting to work while intoxicated or under the influence of drugs which impair work performance.
 - g. Addiction to the use of narcotics.
 - h. Conduct unbecoming an officer or employee of the District, which has a job-related effect.
 - i. Engaging in political activity during assigned hours of employment.
 - j. Conviction of any crime involving moral turpitude.
 - k. Arrest and conviction for offenses as defined in Education Code Section 87010.
 - l. Repeated unexcused absence or tardiness.
 - m. Abuse of illness leave privileges.
 - n. Use of District vehicles and/or equipment for other than District-related purposes or assignments.

13.4 Additional Causes for Discipline:

The parties agree that the following specified acts/omissions do not require progressive discipline prior to proposing disciplinary action.

- a. Willfully deceiving or defrauding the District or knowingly falsifying or withholding any material information supplied to the District, including but not limited to, Information required on application forms and employment records.
- b. Appearing for work under the effects of alcoholic beverages on District property. "On District property" shall also include District vehicles or facilities used to conduct District business.
- c. Appearing for work under the effects of controlled substances or restricted dangerous drugs on District property. This prohibition shall not apply to a prescription issued by a state licensed physician and which the employee is using according to the prescription directions.
- d. Conviction of a sex offense as defined in Education Code Section 87010.
- e. Conviction of a controlled substance offense as defined in Education Code Section 87011.
- f. Willful misuse, destruction or theft of District property, student body property, or the property of an employee or student.
- g. Any willful action that causes harm to District employees, students or the general public.
- h. Collecting sick leave or industrial accident/illness leave pay while working elsewhere for pay during his/her normal schedule work assignment with the District.
- i. Conviction by a court of competent jurisdiction of a felony or a crime of violence or involving moral turpitude while employed by the District. A plea, verdict, or finding of guilty or a conviction following a plea of nolo contendere, is deemed to be a conviction.
- j. Absence from work of five (5) consecutive working days without authorization, permission or good cause.
- k. The uninsurability of an employee to drive a District vehicle when such is a requirement of the employee's position. Upon notification or confirmation by the District's insurance carrier, employees shall not be subject to discipline, except as provided below.

13.4.1 The District shall attempt to reassign the employee within the same class or to a vacant position in a related class not requiring operation of a motor vehicle.

13.4.2 If reassignment is not possible, then the employee may be voluntarily demoted to a vacant position for which the employee meets the minimum qualifications of the new classification.

13.4.3 Any demotion or reassignment to a related but lower classification will result in the employee being paid at the salary range of the new classification.

13.4.5 If the procedures in first two subparagraphs cannot be accomplished, the District may pursue discipline.

13.5 Written Notice:

Prior to imposing major disciplinary action, the District will provide the employee with a written notice of the proposed action, the name and rank of interrogating officers where appropriate, the specific charges or materials on which the action is based, and the reasons for the proposed action. The written notice will also advise the employee the right to request a hearing on the proposed action and will include a request for hearing form which is to be returned by a specified date no less than seven (7) calendar days after service of the written notice. An employee's failure to return the request-for-hearing form within the time specified shall constitute a waiver of the right to a hearing before the initial imposition of disciplinary action.

13.6 Informal (Skelly) Hearing:

At the hearing the employee shall be **advised of the basis for the disciplinary action, and shall be** given the right to respond verbally or in writing to a person in authority to make the final decision regarding the proposed disciplinary action or to recommend what

final decision should be made. If the employee's response is heard by a person with authority to recommend, the employee's response shall be fully and fairly communicated to the District authority who makes the decision regarding the proposed action. Within fourteen (14) calendar days after the employee's case is heard, the employee shall be advised in writing of the District's decision and its effective date. The only exceptions to this procedure are: **1) when sworn personnel receive a reprimand, for which the informal hearing represents the final level of review; or 2)** when the District believes that the employee's conduct creates a danger to the public, other employees, or the District, or when the employee may be suspended for less than two (2) workweeks. In these cases, a disciplinary suspension may begin before the employee receives a notice of intent and informal hearing.

13.7 Decision:

In cases involving demotion, suspension, and/or termination, notification of disciplinary action shall be as prescribed in Education Code Section 88016. Following the informal hearing described in Article 13.6, wWhen the employee is advised of the District's decision and its effective date, the employee shall also be advised of his/her right to obtain a formal hearing ~~before a review panel~~. If the employee desires such a hearing, the employee must submit a written request within seven (7) calendar days after receiving notification of the District's decision. The employee's request shall be submitted on a form provided by the District to the Office of Human Resources. The formal hearing may, but need not, occur prior to initial imposition of discipline. **The burden of proof shall remain with the District. The determination that cause exists for discipline resides solely with the Board.**

13.8 Formal Hearing: **The discipline hearing may be held before the Board of Trustees in closed session, or the Board of Trustees may delegate the authority and obtain the services of an ~~licensed California attorney~~, arbitrator, or a hearing officer to conduct the hearing, rule on the admissibility of exhibits and evidence, and rule on objections during examination and cross-examination as described herein.**

1. **The following guidelines shall be used in conducting hearings.**

a) **Oral evidence shall be taken only on oath or affirmation.**

b) **Each party shall have the right to call and examine witnesses; and to introduce exhibits; to cross-examine opposing witnesses; to impeach any witness, regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the accused unit member (Respondent) does not testify in his/her own behalf, he/she may be called and examined as if under cross- examination.**

c) **The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admissions of such evidence over objection in civil actions.**

- d) Hearsay evidence may be used for the purpose of supplementing and examining other evidence, but shall not be sufficient standing by itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing.
2. When a hearing has been held before the Board of Trustees, the Board shall retire and deliberate in private to determine whether the charges have been proven at the conclusion of the hearing. If the Board finds that the charges have been proven, it may issue a resolution affirming its decision and ordering implementation of the disciplinary action, including reassignment, a suspension without pay, a demotion or a dismissal. The Board shall announce its decision and the vote of each Board member in public session.
3. When a hearing has been held before a ~~Hearing Officer arbitrator/hearing officer~~, the ~~Hearing Officer arbitrator/hearing officer~~ shall issue a written determination on the charges and recommendation regarding the sufficiency of cause to the Board of Trustees. The Board of Trustees shall consider the recommendation of the hearing officer in closed session, and may issue a resolution sustaining, modifying, or overruling the recommendation. If the Board decision is to modify or overrule the ~~hearing officer arbitrator/hearing officer~~'s recommendation, the Board shall provide the reason for its decision in writing to the respondent within thirty (30) days. The Board shall announce its decision and the vote of each Board member in public session.
- a. ~~Composition of the Review Panel. The review panel shall consist of three (3) members, one (1) to be selected by the President or his/her designee, one (1) to be selected by the employee, and one (1) to be selected by the two (2) review panel members as designated above. In the event the two (2) review panel members cannot reach agreement on the third review panel member to be selected within seven (7) calendar days, the State Mediation and Conciliation Service will be asked to appoint the third member. This expense shall be borne by the District. The third member of the review panel will chair all meetings of the panel. The review panel shall set the time for the hearing on the matter and shall give the employee at least seven (7) calendar days' notice in writing of the date and place of the hearing.~~
- b. ~~Rights of Parties Before Review Panel. The employee shall attend any hearing unless excused by the review panel. The employee and the District shall be entitled to the following rights at the hearing:~~
1. ~~To be represented by council, a designated union representative, or any other person at the hearing. The name of the employee's representative shall be given in writing to the Office of Human Resources at least five (5) calendar days in advance of the scheduled hearing so that a folder of the formal exhibits can be prepared for the representative. The formal exhibits shall consist of notice of proposed action, the employee's initial request for a hearing (if any), the District's written decision, and the employee's request. The folder of formal exhibits shall be given to the employee's representative at least two (2) working days before the scheduled hearing.~~
 2. ~~To testify under oath.~~
 3. ~~To compel the attendance of other employees of the District to testify without loss of compensation. To arrange for attendance during work hours. The~~

- ~~names of such employees must be provided to the Office of Human Resources no later than two (2) working days before the scheduled hearing.~~
- ~~4. To cross-examine all witnesses and all employees of the District whose reports are offered in evidence before the review panel.~~
 - ~~5. To impeach any witness.~~
 - ~~6. To present such affidavits, exhibits and other evidence as the review panel deems pertinent to the inquiry.~~
 - ~~7. To argue the case.~~
 - ~~8. To have a closed hearing.~~
- ~~c. Procedures for Hearing Before Review Panel:~~
~~The review panel hearing shall be conducted in the manner most conducive to determination of the truth, and neither the District nor the review panel shall be bound by technical rules of evidence. The review panel shall determine the relevancy, weight, and credibility of the testimony and evidence. At the review panel's discretion, irrelevant and repetitious evidence may be excluded. The burden of proof shall be on the District.~~
- ~~1. Each party will be permitted an opening statement, with the District or its designated representative opening first. The District and its designated representative shall present its witnesses and evidence to sustain its charges, and the employee will then present witnesses and evidence in defense. Each party will be allowed to cross-examine witnesses.~~
 - ~~2. The review panel may exclude witnesses not under examination except the employee and the party attempting to substantiate the charge against the employee and their respective council or representative.~~
- ~~d. Findings and Recommendations of Review Panel:~~
~~The review panel shall deliberate on its decision in closed session excluding all persons other than members of the review panel. The review panel shall issue its findings and recommendations within seven (7) calendar days after the conclusion of the hearing. The review panel may sustain or reject any or all of the charges filed against the employee, and may recommend modification of the disciplinary action proposed by the District. The findings and recommendations of the review panel shall be served on all parties and their designated representatives.~~
- ~~e. Post-Hearing Procedure:~~
~~The President shall review the findings and recommendations submitted by the review panel and make a final recommendation to the Board of Trustees. The President's recommendation may not contain a penalty greater than that proffered in the original charges. The President shall notify the affected employee and his/her designated representative of the President's recommendation no later than seven (7) calendar days prior to the meeting of the Board of Trustees at which the matter will be considered. An employee, with his/her designated representative, wishing to present oral argument to the Board of Trustees in closed session concerning the President's recommendation must notify the President at least twenty-four (24) hours prior to the meeting at which the Board of Trustees is scheduled to review the findings and recommendations and render a decision. The Board of Trustees shall make a final decision within thirty (30) calendar days after said meeting.~~
- ~~4. The Board of Trustees shall not impose a penalty greater than that proffered in the original charges. In the event that the Board of Trustees makes a final decision to modify or reverse the initial action taken by the District, and the discipline has already~~

been imposed, the employee shall be entitled to such make-whole relief as the Board of Trustees deems appropriate.

- 5. Notice of the Board's decision shall be served upon the unit member personally, or by certified mail at his/her last address as shown in the records of the District. shall be mailed to the employee and his/her council or other representative.**

ARTICLE 14 **GRIEVANCE PROCEDURE**

- 14.1 A grievance is any complaint, misunderstanding or dispute concerning the interpretation or application of this Agreement. The interpretation or application of District policies, and rules and regulations not specifically incorporated in this Agreement shall be expressly excluded from the definition of a grievance under this Article, provided, however, that employees shall have the right to grieve ~~(by the process outlined in Article 13)~~ disciplinary or punitive actions based on an alleged violation of a District policy, rule, or regulation. Performance evaluations shall not be grievable. Grievances concerning the interpretation or application of this Agreement shall be processed in accordance with the procedure set forth in Sections 14.2 through 14.4 below. Grievances concerning disciplinary or punitive action shall be processed in accordance with the procedure referenced in Section 14.5 below.
- 14.2 It is understood and agreed that most problems that might otherwise give rise to grievances can be resolved by an informal, one-on-one discussion between the affected employee and that employee's immediate supervisor, and it is the intent of the parties that the grievance procedure set forth below not be utilized until reasonable attempts have been made, in all appropriate cases, to resolve problems by such informal discussion.
- 14.3 If informal discussion as set forth above is not successful in resolving any complaint, misunderstanding, or dispute as to the interpretation or application of this Agreement, a formal written grievance may be processed in the following manner:

Step 1

The aggrieved employee shall utilize a written grievance form to be prepared by the District to present his/her grievance to his/her immediate supervisor within fourteen (14) calendar days after he/she first knew or by reasonable diligence should have known of the occurrence giving rise to the grievance. (See Appendix B) The immediate supervisor shall respond in writing to the written grievance within fourteen (14) calendar days after it has been submitted to such supervisor.

Step 2

If the grievant is not satisfied with the reply in Step 1, within fourteen (14) calendar days after such reply, the grievance may be presented in writing to the Chief of Police. The Chief of Police shall reply in writing within fourteen (14) calendar days thereafter.

Step 3

If the grievant is not satisfied with the reply in Step 2, the grievant may, within fourteen (14) calendar days after the receipt of the written reply, present the written grievance to the Assistant Superintendent/VP - Business and Administrative Services. The Assistant Superintendent/VP - Business and Administrative Services may hold a conference with the grievant, the grievant's representative, and all persons involved in the preceding steps of this procedure. The Assistant Superintendent/VP - Business and Administrative

Services shall issue a written determination within fourteen (14) calendar days after the grievance was presented to him/her.

Step 4

- ~~1. In the event that the grievant is not satisfied with the decision at Step 3, PCC-POA may request to the Vice President of Human Resources that the grievance be submitted to a neutral arbitrator. The individual grievant may not request arbitration; the right to request arbitration belongs to PCC-POA. Such request must be in writing, filed within fifteen (15) days of the written decision at Step 3. Within fifteen (15) days after the written request is made, PCC-POA shall request a list of seven (7) neutral arbitrators from State Mediation and Conciliation Services. The District and PCC-POA shall select an arbitrator by alternatively strikes, with the first strike determined by coin toss.~~
- ~~2. The arbitrator shall render an advisory decision, which shall be in writing and shall set forth the findings of fact, reasoning and conclusions of the issues submitted, and will determine a settlement which will resolve the grievance. The arbitrator shall be subject to the following limitations:~~
 - ~~a. The arbitrator shall have no power to add to, alter, subtract from, disregard, change, or modify any terms of this Agreement but shall determine only whether or not there has been a violation of this Agreement as complained of by the grievant.~~
 - ~~b. The arbitrator shall have no power to establish salary structures.~~
 - ~~c. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her in the presence of the parties, and upon any post-hearing briefs of the parties. The arbitrator shall not consider any issue raised by the grievant unless it was known by the District in an earlier step of the Grievance Procedures.~~
 - ~~d. If the District claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, such a claim shall, at the option of the District and upon reasonable notice, be heard and promptly ruled upon by the arbitrator prior to any hearing on the merits of the grievance. Upon the request of either party, there shall be a suitable stay/continuance between such a ruling and any further proceedings which may be necessary. The District may forego the above preliminary motion procedure and have such a claim heard and ruled upon at the hearing prior to the receipt of evidence on the merits, but the District shall notify PCC-POA prior to any hearing concerning any issue of arbitrability.~~
 - ~~e. The arbitrator shall have no power to render a recommended settlement on a grievance filed before twenty (20) days after the effective date of this Agreement or after the termination of this Agreement.~~
 - ~~f. All fees and expenses of the arbitrator shall be shared equally by the District and PCC-POA. All other costs will be borne by the party incurring them.~~

[Note: To secure agreement and complete this cycle without proceeding to impasse, the District is willing to retain the existing panel structure, despite our

preference for advisory arbitration, provided that the highlighted language below is incorporated into status quo. Otherwise, the advisory arbitration proposal remains our preference and position.]

If the grievant is not satisfied with the reply in Step 3, within fourteen (14) calendar days after the receipt of the written reply, the grievant may request a formal hearing by a review panel. The request for formal hearing shall consist of a written report prepared by the grievant, specifying the act or condition upon which the grievance is based, the action or remedy requested by the grievant for resolution of the grievance, the steps taken to resolve the grievance at the earlier stages of the grievance procedure, and the reasons for a continuation of the grievance process. The report shall also attach a copy of the original written grievance, all written reports issued at the conclusions of Steps 2 and 3 of the grievance procedure, and copies of any documents considered relevant to the grievance. The report shall be delivered to the Assistant Superintendent/VP - Business and Administrative Services, the Chief of Police, and the Assistant Superintendent/Vice President of Human Resources. The Assistant Superintendent/Vice President of Human Resources shall arrange for a hearing before the review panel within fourteen (14) calendar days after receipt of the request. The review panel shall be composed of three voting members that are employees of the District. The three members shall be selected as follows:

1. One to be selected by the Assistant Superintendent/Vice President of Human Resources;
2. One to be selected by the employee registering the grievance;
3. One to be selected by agreement of those appointed in (1) and (2). All persons present at Steps 1 through 3 of the grievance procedure shall be present at the review panel hearing unless excused by mutual agreement of the parties. The grievant and the District may each be represented by a person of their choice.

The District and the grievant may assert the following rights at the review panel hearing:

1. To testify under oath;
2. To compel the attendance of other employees of the District to testify at the hearing;
3. To cross-examine witnesses and employees of the District whose actions are in question or who have investigated any of the matters involved in the hearing and whose reports are offered in evidence before the review panel;
4. To impeach any witness;
5. To present such affidavits, exhibits and other evidence which the review panel deems pertinent to the inquiry;
6. To argue the case.

The review panel in its discretion may exclude witnesses not under examination except the employee and a District representative and their respective counsel or other representative. The hearing before the review panel shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is evidence on which responsible persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. The

review panel shall not have the authority to amend, modify, change, add to or subtract from any provision of this Agreement in reaching a decision with respect to the grievance. The review panel shall issue its written findings, conclusions and recommendations within fourteen (14) calendar days of the conclusion of the hearing. Copies shall be delivered and received by an appointed member of the panel on the same working day to each of the following (or his/her official representative): the President, the Assistant Superintendent/Vice President of Human Resources, the persons named in the grievance, and the grievant.

Step 5

If the decision of the arbitrator review panel is unacceptable to either party, a written request for an appeal must be submitted to the Superintendent/President within ten (10) seven (7) calendar days following receipt of the review panel's decision. The arbitrator's decision shall be submitted to the Board of Trustees for review and a final determination. Upon receipt of the request for appeal, the President shall review the evidence developed in the hearing and may hold a conference with the grievant and any other persons involved. The President will then render a decision and notify the individuals concerned. The decision of the President shall be final and binding and shall constitute the final administrative remedy available to the grievant.

1. The Board of Trustees shall base its decision solely on the written record unless, upon review, the Board determines that it wishes to hear additional evidence. If such additional evidence is sought, the Board shall invite, in writing, all parties of interest to participate.
2. The Board shall inform the grievant/Association, in writing, of its decision within thirty (30) days after receiving additional evidence or, if the decision is based solely on the written record, after receiving the arbitrator's decision.
3. The decision of the Board shall be final.

If the decision of the review panel is unacceptable to either party, a written request for an appeal must be submitted to the President of the District within seven (7) calendar days following receipt of the review panel's decision. Upon receipt of the request for appeal, the President shall review the evidence developed in the hearing and may hold a conference with the grievant and any other persons involved. The President will then render a decision and notify the individuals concerned. The decision of the President shall be final and binding and shall constitute the final administrative remedy available to the grievant.

- 14.4 Each of the formal requirements and time limitations stated herein for the processing of grievances shall be strictly adhered to; provided, however, that any such limits may be extended by the express written agreements of the parties. If the District's authorized representative fails to answer a grievance within the time limit specified in any step of the grievance procedure, the grievant shall have the right to appeal the grievance immediately to the next step of the grievance procedure. If the grievant fails to appeal the grievance to the next step of the grievance procedure within the time limit specified in any step of the grievance procedure, the grievance shall be deemed waived and terminated.

ARTICLE 15
HOLIDAY

15.1 Holidays for which employees covered by this Agreement may be eligible are:

New Year's Eve Day
New Year's Day
Martin Luther King Jr. Day
Lincoln Day
Washington Day
Cesar Chavez Day
Spring Vacation Day
Memorial Day
Juneteenth
Independence Day
Labor Day
California Admission Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day
Three (3) Days Winter Holiday

15.2 Holidays shall be observed on the dates shown on the District's calendar as approved by the Board of Trustees.

15.3 When a holiday or alternative observance day falls on a scheduled workday, a regular full-time employee covered by this Agreement shall receive such holiday at his or her full regular rate of pay. When a holiday or alternative observance day falls outside the employee's scheduled workweek, the employee shall receive one day's pay compensation **for eight (8) hours** at his or her straight-time rate. **For example, for a holiday worked outside the employee's regular scheduled workweek, the employee shall receive compensation for eight (8) hours at his or her straight-time rate plus holiday pay outlined in Article 15.5, and sub-holiday as outlined in Article 15.8.**

15.4 All probationary and permanent employees who are part of the classified service shall be entitled to holiday pay if they are in a paid status during any portion of the workday immediately proceeding or following the holiday.

15.5 If an employee is required to work on a holiday, he or she shall receive compensation at the rate of one and one-half (1 ½) times his or her regular rate of pay for each hour worked on such holiday in addition to regular holiday pay.

15.6 In lieu of holiday pay or compensation for time worked on a holiday as provided herein, the employee and the District may agree to compensatory time off. Such compensatory time off shall be scheduled by the District according to District needs, and shall be granted by the District within twelve (12) calendar months following the date on which the holiday occurred, or if not granted within such period, shall be paid in the manner set forth above.

15.7 If for any academic year during the term of this Agreement, the Governing Board of the District determines that California Admission Day is to become a scheduled day of instruction on the

District's academic calendar, such holiday shall be converted to a floating holiday for employees in the unit. An employee's utilization of such holiday must create at least a three-day (3) weekend within the academic year in which the holiday accrues; is subject to the employee providing his or her supervisor with not less than thirty (30) calendar days' notice of the anticipated date of such holiday; and is subject to the scheduling needs of the District. Any floating holiday must be used in the academic year in which it accrues, and will not carry over into the next academic year. The floating holiday shall be administrated in accordance with Section 15.4 through 15.6 above.

15.8 For any holiday worked, in addition to compensation for hours worked at the applicable rate(s), unit members shall receive one substitute holiday **of 8 hours equivalent to the number of holiday hours worked**. The substitute holiday is not eligible for cash out, must be used within one year of the date it is received, and does not carry over. The unit member shall be permitted to **use request** the substitute holiday if it is requested during the 12 month period; **however, it is not permitted to take vacation time while the substitute holiday is available. Denials of Sub-Holiday leave shall cause the amount of leave requested to be converted to Vacation and added to a unit member's accrued vacation bank, so long as the unit member has not reached the vacation accrual cap under Article 16.5, in which case the requested leave is retained in the Sub-Holiday bank. converted into compensatory time.**

~~15.9 For any holiday worked outside the employee's regular scheduled workweek, the employee shall receive holiday pay as outlined in Articles 15.5 and 15.8 including compensation for eight (8) hours at his or her straight-time rate.~~

ARTICLE 16 **VACATION**

16.1 Full-time employees who are covered by this Agreement, and who are in paid status for eleven or more days in each relevant calendar month, shall earn vacation as follows:

- a. One (1) through three (3) years of continued service = One (1) day per month.
- b. Four (4) through six (6) years of continuous service: One and one-quarter (1 ¼) days per month.
- c. Seven (7) through ten (10) years of continuous service: One and one-half (1 ½) days per month.
- d. Eleven (11) or more years of continuous service: One and three-fourths (1 ¾) days per month.

16.2 Vacation time may not be taken in the month in which it is earned.

16.3 Insofar as practicable and consistent with the needs of the District, vacation shall be granted at times most desired by employees, **provided, however, that nothing in the Article shall be construed to prohibit the District from requiring employees to take vacation in lieu of cash payment as provided in 16.5 below**. Employees shall submit **vacation any time-off** request to the Chief of Police or their designee. **When submitting a request, the employee shall specify whether the requested leave shall be drawn from accrued Vacation, Floating-holiday, Sub-holiday, or Comp-time leave banks**. For time-off **requests** of less than one week, the employee shall submit a request **to the Chief of Police or designee** not later than **fourteen (14) seven (7) calendar** days in advance. **For these requests, the requestor shall receive a response (approval or denial) within two calendar days of the request. For these requests Sub-Holiday Time will be used. If Sub-Holiday Time is not available, employees may**

~~choose to use either Camp Time or Vacation Time to cover the hours requested. Requests for time off of one week or more will be considered Vacation. The employee shall submit a request at least ninety (90) calendar days in advance. For requests of one week or more, the employee shall submit a request to the Chief of Police or designee not later than at least thirty (30) calendar days in advance of the first requested day of leave. For these requests, the requestor shall receive a response (approval or denial) within seven (7) calendar days of the request. If a request is denied, the Chief of Police or designee shall provide the requestor with the reason for the denial. The requestor shall receive a response within seven (7) calendar days from the request. The decision of the Chief of Police or designee shall not be grievable.~~ If conflicting vacation requests of employees in the Department must be reconciled, preference shall be given to ~~the timely request of employees having the most continuous service with the District by date of request and approval.~~

16.3.1 Non-conforming requests may be approved at the discretion of the Chief of Police or designee. The decision of the Chief of Police or designee to grant or deny a request shall not be grievable.

16.4 Vacation not taken in one year may be accumulated from year to year, provided, however, that employee's maximum total of accumulated vacation as of the end of each fiscal year (June 30) shall not exceed the accrual caps set forth in Section 16.5 below.

16.5 The accrual limit shall be no more than ~~two and one half three (2.5 3)~~ times his or her annual accrual rate. ~~Payout for unused vacation shall not occur unless the District does not permit an employee to take his/her full annual any vacation.~~

16.6 Unit members shall be entitled to request cash payout in the amount equal to a unit member's monthly vacation accrual (per Article 16.1; up to 1 ¾ days, depending on length of service) for any all vacation request(s) denied during the fiscal year, if that denial would cause the unit member to cease accruing vacation. A unit member may submit a timely request for payout within thirty (30) days of the denial. Such request must include evidence of the District's refusal to permit an employee to take his/her full annual vacation any vacation, which shall consist of a vacation request submitted by the employee to the Chief or their designee, with the reasoning for the refusal denial. with the endorsement Subject to the approval of the Assistant Superintendent/Vice President, Business and Administrative Services, a maximum cash payout shall not exceed that necessary to allow a unit member to continue accruing vacation. Payout shall occur the month following the request.

NEW ARTICLE RECLASSIFICATION

29.1: Reclassification

29.1.1 Classification: Each position in the bargaining unit shall have a "classification," which includes a designated title, a regular minimum number of assigned hours, a specific statement of the duties required to be performed by the employees in each such position ("class description" or "job description"), and the regular monthly salary ranges for each such position. All positions are classified on the basis of the actual duties performed assigned to the position rather than the person performing

the duties. This process of job analysis results in a written "class description" for each position which lists typical duties and the minimum qualifications. The "class description" provides an objective means of assignment of title and range and furnishes a tangible basis for comparison with similar positions found in other organizations.

29.1.2 Reclassification: If there are permanent significant changes in the assigned duties and/or responsibilities of a position within the prior calendar year, the employee may request reclassification by completing a "duties statement" on a form received from the supervisor or Human Resources. Reclassification means the upgrading of a position to a higher classification as the result of the gradual increase of the duties being performed by the incumbent in such position. Special assignments or out-of-class assignments for which compensation has been paid shall not form the basis of a reclassification request.

Definition. Reclassification means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position.

Classification Review

29.1.3 Reclassification Process: Reclassification requests will initiate a review in order to determine whether the position should be reclassified. To do this, a "duties statement" must be completed. This form should be obtained by the supervisor from the Human Resources Office. The employee may be visited at the work site, and the total assignment will be reviewed by the Reclassification Committee, including a meeting with the employee and the supervisor.

The Reclassification Committee shall be chaired by the Vice President of Human Resources, who shall be a non-voting member, and shall consist of two (2) appointees from Human Resources and two (2) appointees from POA.

Reclassification procedures commence in February of each year and approved changes are effective July 1, for the succeeding fiscal year. Reclassification will be reviewed by the administration in consultation with the employee (and POA). The decisions of the Reclassification Committee are final. The employee may request a written rationale for denials.

NEW ARTICLE APPOINTMENTS

Special Assignment Positions: The following positions are considered special assignments:

- (a) Field Training Officer/Dispatcher
- (b) Detective

General Requirements

- ~~(a) Expressed an interest in the assignment~~
- ~~(b) Minimum of four (4) years of patrol/dispatcher experience as a sworn police officer/dispatcher with the Pasadena City College Police Department or prior California law enforcement agency~~
- ~~(c) Off probation~~
- ~~(d) Demonstrated ability as a positive role model~~
- ~~(e) Possess a POST Basic certificate~~

~~Selection Process: The selection process for special assignments shall include the following:~~

- ~~(a) Notification to all eligible unit members~~
- ~~(b) Oral interview~~
- ~~(c) Supervisor evaluation~~
- ~~(d) Assignment by the Chief of Police~~

~~Duration of Special Assignment:~~

~~Unit members shall not serve more than one (1) year as a Field Training Officer/Dispatcher or two (2) years as Detective. Upon completion of a special assignment, unit members will rotate into a regular schedule as outlined in article 6.18.~~

NEW ARTICLE RETIREMENT FOR POLICE OFFICERS

A. Retirement

1. The District will provide all employees covered under this agreement with that certain retirement program commonly known as "2.7% at age 57 Formula," which is based upon the retirement formula as set forth in the California Public Employees' Retirement System (PERS). The POA and District shall split the cost of the actuarial. (cost quoted \$500-\$1,000)

NEW ARTICLE DEFINITIONS

For the purpose of this agreement, a "day," "work day," and/or "one day" is equal to the number of hours a unit member regularly works.

NEW ARTICLE TIME OFF REQUESTS AND PROCEDURE

Time Off Requests for Any Time Less than 1 Week:

A valid time off submission shall consist of an e-mail to the unit member's immediate supervisor. All unit members must adhere to the established timelines as set forth in the current MOU (modified 16.3). At the time of the request, the following procedure shall be adhered to:

A. A notification will be sent to those employees (based on schedule) who may volunteer to cover the vacant shift.

B. Notification of the coverage shall be sent to their immediate supervisor to include all parties involved.

C. This notification must be verified by their immediate supervisor before the time off is approved.

D. The employee volunteering to cover the time off request(s) will be automatically placed at the bottom of the mandatory overtime rotational lists.

E. If no employee volunteers to cover the time off request(s), the immediate supervisor shall utilize one of three options to manage time off requests:

1. Leave the shift uncovered.

2. Shift Adjustment, where it does not interfere with the totality of any employees' scheduled work week.

3. Mandatory Overtime (rotational):

a. Two lists will be created 1-For Sun-Tues and 1-For Thurs-Sat. The lists will be posted on the briefing board within the report writing room and will be updated weekly.

b. The lists will be on a rotating basis by inverse seniority.

c. Employees shall only be assigned an involuntary slot once until the entire list has been depleted.

d. Special assignment positions (Detective/Field Training Officer) shall be placed on the mandatory overtime rotational.

e. Once the employee receives notification of the mandatory coverage, they will be responsible for that work shift(s) and moved to the bottom of the list.

f. It is understood that once assigned to mandatory overtime, the employee will work the scheduled day and perform all duties as assigned.

g. While on vacation, pre-approved absence, on a full workday absence due to sick leave, union leave, release time, or any authorized absence, unit members will not be considered for mandatory overtime. Unit members will return to the involuntary rotation list upon return to work.

h. Department managers shall forward a written memorandum (e-mail) or verbally notify each unit member who has been ordered to work a mandatory overtime shift.

i. If an employee is required to extend their shift due to an unplanned vacancy in the work schedule, and if the coverage cannot be found, that employee who has worked a minimum of four (4) hours will be moved down to the bottom of the mandatory overtime list.

~~**j. When needed, the mandatory overtime list shall be used for extra duty assignments (such as Civic Center events, campus club activities, Flea Market, PCC football games, etc.).**~~

FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

Robert Blizinski
Vice President, Human Resources

Michael DeSpain
POA President

Brian Cummins
Director, Human Resources

Joshua Taylor
District Counsel