

**TENTATIVE AGREEMENT  
PASADENA AREA COMMUNITY COLLEGE DISTRICT TO THE  
PASADENA CITY COLLEGE POLICE OFFICERS ASSOCIATION**

**September 18, 2023**

This tentative agreement between the Pasadena Area Community College District and the Pasadena City College Police Officers Association is expressly made pursuant to the Educational Employment Relations Act and the Collective Bargaining Contract between the parties.

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

**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

~~1/2) 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. Any unit member who is actually expected to take paternity/maternity leave in the next fiscal year, as of June 30, shall be entitled to carry over accrued comp time for purposes of parental leave. If requested, comp time shall not accrue beyond 120 hours and the unit member shall receive paid overtime in lieu of compensatory time.**~~

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. ~~**Nothing herein shall restrict the District's right to assign work based on District needs, except that permanent full time personnel unit members shall have the first right of refusal for when overtime assignments of not more than three (3) consecutive shifts become available due to planned or unplanned absences. 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.

~~**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 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. All unit members are expected to rotate shifts every 6-months unless on special assignment or approved by the Chief or his/her designee.
- 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.~~

FOR THE COLLEGE DISTRICT



[Robert Blizinski \(Sep 18, 2023 11:16 PDT\)](#)

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Robert Blizinski  
Vice President, Human Resources



Brian Cummins  
Director, Human Resources



[Joshua Taylor \(Sep 18, 2023 09:42 PDT\)](#)

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Joshua Taylor  
District Counsel

FOR THE ASSOCIATION



[Michael DeSpain \(Sep 18, 2023 10:03 PDT\)](#)

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Michael DeSpain  
POA President

**STATE OF CALIFORNIA  
PUBLIC EMPLOYMENT RELATIONS BOARD**



PASADENA CITY COLLEGE POLICE  
OFFICERS ASSOCIATION,

Charging Party,

and

PASADENA AREA COMMUNITY COLLEGE  
DISTRICT,

Respondent.

Case No. LA-CE-6806-E

**SETTLEMENT AGREEMENT**

The Pasadena Area Community College District (District) and Pasadena City College Police Officers Association (Association) agree to the following terms and conditions in settling the unfair practice charge filed by the Association on April 14, 2023.

1. The Association agrees to take all action necessary to withdraw the Charge in this matter, with prejudice, within five (5) calendar days of executing this Agreement.
2. The District agrees that it shall allow permanent full time unit members the first right of refusal when overtime assignments of not more than three (3) consecutive shifts become available due to planned or unplanned absences, and will add that commitment to the 2022-2025 bargaining agreement.
3. This Settlement Agreement does not constitute an admission of wrongdoing, contract or statutory violation, or liability on the part of any party to this agreement.
4. This Settlement Agreement represents a full and complete resolution of the claims and disputes between the parties based upon the above-referenced matter.
5. The undersigned parties represent that they have read and understand the terms of this settlement and that they are authorized to execute this Settlement Agreement on behalf of their principals.

For Association:

*Michael DeSpain*  
Michael DeSpain (Sep 18, 2023 10:03 PDT)

Michael De Spain  
Association President

09/18/2023

Date

For District:

*Robert Blizinski*  
Robert Blizinski (Sep 18, 2023 11:16 PDT)

Robert Blizinski  
Vice President, Human Resources

09/18/2023

Date

CONFIDENTIAL