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

January 10, 2023

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The collective bargaining proposal 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 Contract between the parties.

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

**ARTICLE 6
HOURS AND OVERTIME**

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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

51 pay based on an employee's regular salary schedule placement at the time the overtime
52 is earned.

53
54 6.8 ~~The An employee and the District~~ may agree elect to receive compensation for overtime
55 by the District granting compensatory time off, in lieu of paid overtime, at the rate of one
56 and one-half (1 ½) times for all overtime worked. Such compensatory time off shall be
57 scheduled by the District according to District needs, and shall be granted by the
58 District within twelve (12) calendar months following the month in which an
59 employee worked the overtime for which such compensatory time off is being
60 granted, or if not granted within such period, shall be compensated for in the
61 manner set forth in Section 6.5 above. Two weeks' written notice and prior approval
62 are required for the use of compensatory time off. This shall not affect the unit
63 member's option to be paid overtime as earned. An employee that elects to bank
64 compensatory time in lieu of overtime shall accrue compensatory time each fiscal
65 year, shall not accrue more than 120 hours at any given time, and shall utilize the
66 compensatory time before the end of the fiscal year (June 30). At the end of each
67 fiscal year, the District will pay out the balance to the employee. Unit members may
68 request to cash out their compensatory time balance as a lump sum.
69 [Note: Moved – with modifications – from Article 6.19.]

70
71 6.9 An employee who is required to work on any holiday specified in this Agreement shall be
72 compensated at the overtime rate for all time worked, plus the regular holiday pay to which
73 such employee otherwise would be entitled.

74
75 6.10 No employee may work more than sixteen (16) consecutive hours or any shift that results
76 in less than an eight (8) hour break between shifts.

77
78 6.11 The District shall assign District overtime based on the District's needs, the requirements
79 of the overtime assignment, and the District's evaluation of the qualifications of
80 employees. Permanent full time personnel shall have the first right of refusal for
81 overtime assignments. Nothing herein shall require the District to assign overtime
82 on a rotation basis. Nothing herein shall restrict the District's right to require any
83 employee to perform overtime work for the District.

84
85 6.11.1 Overtime Availability: When a shift becomes vacant and is offered to unit
86 members as overtime, a notification will be sent out to those employees
87 (based on schedule) who may volunteer to cover the vacant shift.

88
89 6.11.2 Rotation: An employee volunteering to cover the available overtime will be
90 automatically placed on the bottom of the rotational list(s). If no employee
91 volunteers to cover the available overtime, the District will make efforts to
92 contact (call/text/email) available unit members to procure coverage. If no
93 volunteers are found, the District will make overtime assignments based on
94 the following.

95
96 6.11.3 Shift Adjustment: Without impacting the remainder of a unit member's
97 workweek based on the determination of the Chief or designee, overtime
98 may be covered by extending the shift of a unit member. An employee who
99 has their shift extended and who works a minimum of four (4) hours overtime
100 will be moved down to the bottom of the rotation list.

102 **6.11.4 Rotational Distribution:**
103

104 **6.11.4.1 The District will create and maintain two (2) lists to rotate**
105 **overtime, one list for Su-T assignments and one list for Th-S**
106 **assignments. Overtime assignments will be offered to those**
107 **on each list based on the needs of the District and the time of**
108 **the assignment.**

109 **6.11.4.2 The lists will be based on seniority, whereas the first employee**
110 **on that list will be the most junior employee of that group.**

111 **6.11.4.3 An employee working a Detective assignment will be subject**
112 **to adjustment or coverage based on the totality of the work**
113 **week schedule.**

114 **6.11.4.4 Once the employee receives notification of the mandatory**
115 **coverage, they will be responsible for that work shift(s), will**
116 **work the scheduled day and perform all duties as assigned,**
117 **and will be moved to the bottom of the list.**

118 **6.11.4.5 Once the list is utilized to cover open shifts, the list will be**
119 **updated and posted in the report writing room as soon as**
120 **practical.**
121

122 6.12 Employees who are called back to perform overtime work for the District shall receive a
123 guaranteed minimum of four (4) hours pay, irrespective of actual hours worked. Should
124 the employee have to leave for sickness or other personal reasons before completing the
125 number of hours scheduled for the call-back, the employee shall be paid only for the hours
126 actually worked. This four (4) hour guarantee shall not apply to overtime that is
127 consecutive with the employee's regularly scheduled shift. **If overtime is cancelled with**
128 **less than eight (8) hours notice, the assigned officer will be paid for a minimum of**
129 **four (4) hours overtime.**
130

131 6.13 The District will give College Police/Safety Officers and Parking and Security Officers the
132 opportunity to perform extra duty assignments (such as Civic Center events or campus
133 club activities). Parking and Security Officers may be assigned to perform extra duty
134 assignments requiring the normal functions of a Parking and Security Officer where, in the
135 District's judgment, the nature of the assignment does not involve or does not have the
136 potential of involving law enforcement or other security-related functions requiring the
137 assignment of a Peace Officer, and where the utilization of a Parking and Security Officer
138 will not result in more extra duty personnel than would otherwise be required for the event
139 or activity in question.
140

141 6.14 Employee's shall receive a guaranteed minimum of three (3) hours pay for extra duty
142 assignments, provided that should an employee leave for sickness or other personal
143 reasons before completing the number of hours scheduled for the extra duty assignment,
144 the employee shall be paid only for the hours actually worked.
145

146 6.15 Travel time on off-duty days to District required conference assignments will be
147 compensated at the regular hourly rate up to a maximum of eight hours.
148

149 6.16 An officer, on off-duty status, who is placed "on-call" for a court appearance will be
150 compensated at four (4) hours of regular hourly rate for each day placed "on-call".
151

152 6.17 Unit members are entitled to receive at least five (5) calendar days advance notice of any
153 change in their regular work schedule unless the schedule change is an emergency, as
154 determined within the discretion of the Chief of Police or designee. For the purpose of this
155 provision, an emergency is defined as an unforeseen situation requiring immediate action
156 that is presenting an imminent and substantial threat to public safety or District property
157 where no other alternative is available. ~~It is also the intent of the parties that an~~
158 ~~emergency would not be declared for the purposes of avoiding overtime that~~
159 ~~regular unit members would otherwise be available to work.~~

161 6.18 An initial regular work schedule shall be established for every unit member ~~every six~~
162 ~~months,~~ based upon seniority, ~~and unit members shall be assigned within the first~~
163 ~~14 days of January and July each year. Unit members will be allowed to request a~~
164 ~~work shift based on seniority for the first 6-month rotation, but must select a~~
165 ~~different work shift for the second 6-month rotation. All unit members are expected~~
166 ~~to rotate shifts every 6-months unless on special assignment or~~ When a shift
167 becomes available, unit members shall have the opportunity to request assignment
168 to that shift, which shall be assigned based on seniority and as approved by the Chief
169 or his/her designee.

171 ~~6.18.1 A shift rotation notification shall be sent to each unit member at least two (2)~~
172 ~~months in advance of each scheduled shift change. At least forty-five (45)~~
173 ~~days prior to the posting of the shift change, a supervisor will contact the~~
174 ~~unit member with most senior to junior and request that unit member's shift~~
175 ~~bid.~~

177 6.19 Unit members may trade work shifts by mutual agreement with the approval of the Chief
178 of Police, or designee. The decision of the Chief shall be conclusive, and shall not be
179 subject to the Article 14 grievance procedures.

181 ~~6.20 Unit members may request to cash out up to 120 hours per year. This may be~~
182 ~~exercised in a lump sum one time per year only. This shall not affect the unit~~
183 ~~member's option to be paid overtime as earned.~~

184 [Note: Moved/modified original language as part of Article 6.8.]

186 6.21 Overtime Distribution

187 ~~Voluntary and involuntary overtime work shall be assigned as equally as is~~
188 ~~practicable among qualified unit members in the same classification.~~

189 ~~Overtime shall be offered in the following order of priority:~~

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

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

199 FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

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