## PROPOSAL FROM THE 1 2 PASADENA AREA COMMUNITY COLLEGE DISTRICT TO THE 3 PASADENA CITY COLLEGE POLICE OFFICERS ASSOCIATION 4 5 **January 10, 2023** 6 7 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 8 9 the Educational Employment Relations Act and the Collective Bargaining Contract between the 10 parties. 11 12 The following articles shall be deemed to remain unchanged in the Collective Bargaining Agreement except as set forth below: 13 14 **ARTICLE 15** 15 HOLIDAY 16 17 15.1 Holidays for which employees covered by this Agreement may be eligible are: 18 19 20 New Year's Eve Day New Year's Dav 21 Martin Luther King Jr. Day 22 Lincoln Day 23 Washington Day 24 25 Cesar Chavez Day Spring Vacation Day 26 Memorial Day 27 Juneteenth 28 Independence Day 29 Labor Day 30 California Admission Day 31 Veteran's Day 32 Thanksgiving Day 33 Friday after Thanksgiving 34 Christmas Eve Day 35 Christmas Day 36 Three (3) Days Winter Holiday 37 38 15.2 Holidays shall be observed on the dates shown on the District's calendar as approved by 39 the Board of Trustees. 40 41 15.3 When a holiday or alternative observance day falls on a scheduled workday, a regular full-42 time employee covered by this Agreement shall receive such holiday at his or her full 43 regular rate of pay. When a holiday or alternative observance day falls outside the 44 employee's scheduled workweek, the employee shall receive one day's pay 45 compensation for eight (8) hours at his or her straight-time rate. For example, for a 46 47 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 48 holiday pay outlined in Article 15.5, and sub-holiday as outlined in Article 15.8. 49 50

- 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  $\frac{1}{2}$ ) 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
  - 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.

- 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.
- 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.

  [Note: Added as explanatory language in Article 15.3.]

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