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

#### December 8, 2025

The collective bargaining proposal presented herein by the Pasadena City College Police Officers to the Pasadena Area Community College District 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 15 HOLIDAYS**

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

<u>Juneteenth</u> Independence Day Labor Dav 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 fulltime 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 compensation for eight (8) hours at his or her straight-time rate in the amount equal to which the employee would have been paid for a normal work day at the rate of one and one-half (1  $\frac{1}{2}$ times his or her regular hours of pay. For example, f 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.

[Note: POA REJECTS the District's 11/12/25 proposal and maintains its counterproposal to update the CBA with explicit reference to California Education Code § 88206 for statutory minimum compensation standards.]

15.4 For a holiday worked outside the employee's regular scheduled workweek, the employee shall receive compensation as set forth in Articles 15.3, 15.5, 15.8, and 6.3.

[Note: A new section 15.4 has been created using the final sentence in 15.3. This change establishes a clear link to Article 6.3, ensuring that employees whose schedules result in a workweek exceeding 40 hours are explicitly covered and compensated for <u>overtime</u> as per the terms of Article 6.3, in addition to receiving applicable holiday compensation in Sections 15.3, 15.5, and 15.8 of the existing CBA.]

- 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.
- 15.56 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.

  [Note: POA REJECTS the District's 11/12/25 proposal. POA position: Maintain status quo language.]
- 15.67 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.
- 15.78 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.
- 15.89 For any holiday for which a unit member is required to work worked, in addition to compensation for hours worked at the applicable rate(s), unit members shall receive one substitute holiday 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 request the substitute holiday if it is requested during the 12 month period. 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.

# [Note: POA REJECTS the District's 11/12/25 proposal. Status quo.]

15.9 If an employee voluntarily agrees to work on a scheduled holiday, the employee shall receive holiday pay equal to the number of hours they would have been compensated at for a normal work day plus compensation at one and one-half (1 ½) times the employee's regular rate of pay for each hour worked on such holiday.

[Note: POA REJECTS the District's 11/12/25 proposal. The subject of holiday pay compensation for employees working on a holiday is already defined by the language in Articles 15.3, 15.5 and 15.8 of the existing CBA.]