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

June 25, 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 8 WAGES

8.1 Salary

The salary schedule for 2025-2026 shall be increased by 5% on schedule plus full COLA retroactive to July 1, 2025.

Effective beginning the 2026-2027 fiscal year, the salary schedule shall be increased by 5% plus full COLA.

Effective beginning the 2027-2028 fiscal year, the salary schedule shall be increased by 5% plus full COLA.

<u>POLICE OFFICER RANGE REALLOCATION:</u> Effective upon ratification of this Agreement, unit members employed in the "Police Officer" classification will be increased from Range 53 to Range 57 of the salary schedule.

- 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.
 - 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 <u>two (2) four (4)</u> ranges (<u>5% 10%</u>) above his/her base rate of pay. Temporary shift assignments (overtime) 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.

- 8.3 Employees are eligible for a service increment equivalent to <u>one two</u> ranges upon completion of seven (7) years of service; a second service increment equivalent to <u>one</u> <u>two</u> ranges upon completion of ten (10) years of service; a third service increment equivalent to <u>one two</u> ranges upon completion of fifteen (15) years of service; a fourth service increment equivalent to <u>one two</u> ranges upon completion of twenty (20) years of service; and a fifth service increment equivalent to <u>one two</u> ranges upon completion of twenty-five (25) years of service and a 6th service increment equivalent to <u>one two</u> ranges 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 <u>POST Certificates</u>. An additional salary range (5%) shall be granted to each College Police/Safety Officer who possesses an Intermediate Certificate. An additional salary range (5% 10%) shall be granted to each College Police/Safety Officer who possess 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 assignment pay is limited to the assignments of Detective and Field Training Officer, and Dispatchers. 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.
- 8.6 <u>Senior College Officer.</u> 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
- 8.7 <u>Police Dispatcher/Senior Police Dispatcher Certificate Program.</u> 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% 10%) shall be granted to those possessing an Advanced Certificate issued by the Pasadena Area Community College District.

ARTICLE 11 BREAKS

Each employee in the unit who is scheduled to work for four or more consecutive hours shall receive two paid breaks of twenty (20) minutes each. Employees shall be subject to call during breaks, and shall remain within two (2) blocks of the campus or their assigned beat. Each employee in the unit who has worked four (4) or more consecutive hours shall receive a paid rest break of twenty (20) minutes. Each employee in the unit who worked eight (8) or more consecutive hours shall receive a second paid rest period of twenty (20) minutes. Each employee who worked twelve (12) or more consecutive hours shall receive a third paid rest period of twenty (20) minutes. Sworn employees shall be subject to call during breaks, and shall remain within two (2) blocks of the campus or their assigned beat.

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 external vest carriers, designated Model #GD2P00US0
- 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: <u>\$1200.00</u> <u>\$1400.00</u> and Dispatchers: <u>\$800.00</u> <u>\$1000.00</u>. 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.
- 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 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 Independence Day Labor Day California Admission Day Veteran's Dav 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 to which the employee would have been entitled had the holiday fallen within his or her normal work schedule. For example, f F or 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: Education Code 88206]

- 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 equivalent to the number of holiday hours worked. The substitute holiday is not eligible for cash out, <u>must be used</u> 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 <u>if it is requested during the 12 month</u> 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: When unit members reach their vacation and Sub-Holiday caps and are denied time off, they run the risk of losing their Sub-Holiday without recourse.]

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 $\frac{1}{2}$) days per month.

d. Eleven (11) or more years of continuous service: One and three-fourths (1 ³/₄) 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. Employees shall submit 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 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 requests of one week or more, the employee shall submit a request to the Chief of Police or designee 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. If conflicting requests of employees in the Department must be reconciled, preference shall be given to employees by the 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 <u>two and one half three (2.5 3)</u> times his or her annual accrual rate.

[Note: Several unit members have reached the current accrual limit.]

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 ³/₄ days, depending on length of service) for 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 vacation, which shall consist of a vacation request submitted by the employee to the Chief or their designee, with the reasoning for the denial. Payout shall occur within 60 days of the request.

NEW ARTICLE RETIREMENT FOR POLICE OFFICERS

A. Basic Retirement

- 1. <u>The District will provide all safety employees covered under this agreement with</u> <u>that certain retirement program commonly known as "3% at age 50 Formula,"</u> <u>which is based upon the retirement formula as set forth in the California Public</u> <u>Employees' Retirement System (PERS), Section 21362.2 of the California</u> <u>Government Code.</u>
- 2. <u>All new Safety Employees defined as "new members" under the Public Employees' Pension Reform Act of 2013 ("Act") hired after January 1, 2013 shall be subject to the 2.7% @ 57 formula.</u>
- 3. <u>The District shall provide non-sworn employees covered under this agreement</u> with that certain retirement program commonly known as "2.7% at age 55 Formula," which is based on the retirement formula as set forth in the California Public Employees' Retirement System (PERS), Section 21354.5 of the California Government Code.

4. <u>All new non-sworn (Miscellaneous) employees defined as "new members"</u> <u>under the Act hired after January 1, 2013 shall be subject to the 2% at 62 formula.</u>

All sworn police personnel shall be enrolled into the CALPERS Local Safety, three percent (3%) at fifty (50) category at the time of hire.

A. All sworn police personnel hired before this agreement shall be enrolled in the CALPERS Local Safety three percent (3%) at fifty (50) category effective with this agreement.

B. The three percent (3%) at fifty (50) category shall include the following benefits:
<u>1. Sick Leave Credit</u>
<u>2. Post Retirement Survivor Allowance</u>
<u>3. 1959 Survivor Benefit Level 4</u>

NEW ARTICLE Time Keeping

The District agrees to terminate the punch in/punch out procedures that are currently implemented, effective beginning the 2025-2026 fiscal year.