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

April 25, 2023

The collective bargaining proposals 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 Agreement between the parties.

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

ARTICLE 4
RECOGNITION

[Note: TA per POA prop Feb 21, 2023; awaiting appendices]

4.1 The District recognizes the PCCPOA as the exclusive representative of all ~~College Police Officers and College Police/Safety Investigators, Clergy, Training and Police Records Specialist, Dispatchers and Parking Equipment Technician, personnel~~ employed by the District **in the classifications included in Appendix A**, excluding all other employees and supervisors (including the Supervisor of College Police/Safety Services) as defined in the Educational Employment Relations Act. (EERA).

4.2 The appropriate unit placement of any newly created classification which the PCCPOA claims should be accreted to the unit, or any existing classification or employees which the District claims should be removed from the unit, shall be discussed between the parties hereto, and if no agreement is reached, the dispute may be submitted to PERB proceedings. Any other adjustments to the unit composition may be made by mutual written agreement, provided that nothing herein shall preclude the complete elimination of jobs or job classifications for lack of work or lack of funds.

4.3 The District shall release one employee at no loss of pay for up to five (5) calendar days per fiscal year for the purpose of attending the PCCPOA Annual Conference.

4.4 During each fiscal year the District shall grant PCCPOA 40 hours of release time, useable in one (1) hour increments to be designated as "chargeable release" time. Use will be approved by the employee's supervisor prior to use on the District approved form bearing the signature of the PCCPOA President or his designee.

4.4.1 No more than three (3) bargaining unit members shall receive release time at the same time and will be based on the staffing needs of the District.

4.4.2 Elected officials of the PCCPOA shall be granted release time in accordance with the provision of California Education Code Section 88210, upon written advance notice of seven (7) calendar days from the PCCPOA to the District.

4.5 Except as otherwise set forth in this Article, the parties mutually recognize the rights of all employees covered by this agreement to join and participate in the activities of PCCPOA, or to have PCCPOA represent them in their employee relations with the District, or to

52 refuse to join or participate in the activities of PCCPOA, or any other employee
53 organization. No employee shall be interfered with, intimidated, restrained, coerced, or
54 discriminated against because of the exercise of these rights.
55

- 56 4.6 Members of PCCPOA may submit a request to PCCPOA, authorizing the District to make
57 payroll deductions for their PCCPOA dues. PCCPOA shall certify to the District that
58 PCCPOA members have authorized the deduction of dues, and all such dues collected
59 by the District shall be remitted to PCCPOA on a monthly basis. PCCPOA shall indemnify
60 the District for any claims made by employees for deductions certified by PCCPOA.
61

62 **ARTICLE 6**
63 **HOURS AND OVERTIME**

64 **[Note: POA Prop. Feb. 21, 2023: "Reject changes"]**
65

- 66 6.1 The regular work period for full-time employees covered by the Agreement shall consist
67 of 80 hours in a 14 day period.
68
- 69 6.2 For employees assigned to work a four-day (4) workweek consisting of four (4)
70 consecutive days, ten (10) hours per day, overtime shall be considered as time worked in
71 excess of ten (10) hours per day, or in excess of forty (40) hours in any workweek. Work
72 performed on the fifth, sixth, or seventh consecutive days in a workweek shall also be
73 considered overtime.
74
- 75 6.3 For employees assigned to work a three-day (3) workweek consisting of three (3)
76 consecutive days, twelve (12) hours per day, overtime shall be considered as time worked
77 in excess of twelve (12) hours per day, or in excess of eighty (80) hours in any work period.
78 Work performed on the fourth, fifth, sixth, or seventh consecutive days in a workweek shall
79 be considered overtime.
80
- 81 6.4 For employees assigned to the 9/80 work schedule consisting of eight (8) nine (9) hour
82 days and one eight (8) hour day in a 14 day work period, overtime shall be considered in
83 excess of the normally scheduled hours for that day. Days off under the 9/80 work
84 schedule shall be consecutive unless mutually agreed to by employee and supervisor.
85
- 86 6.5 For employees assigned to work a five-day (5) workweek consisting of eight (8) hours per
87 day, including employees whose hours are reduced pursuant to Article 2 of this
88 Agreement, overtime shall be considered as time worked in excess of eight (8) hours in a
89 workday or in excess of forty (40) hours in a workweek. Overtime shall also be defined as
90 any time worked on a sixth or seventh consecutive workday by an employee having an
91 average workday of four (4) hours or more during his or her regular workweek; or any time
92 worked on a seventh consecutive workday by an employee having an average workday
93 less than four (4) hours during his or her regular workweek.
94
- 95 6.6 Each employee will receive written notice of the starting day and time of his/her workweek.
96
- 97 6.7 An employee who works overtime shall be compensated for all overtime worked at the
98 rate of one and one-half (1 ½) times his or her regular hours of pay. The regular rate of
99 pay based on an employee's regular salary schedule placement at the time the overtime
100 is earned.
101

102 6.8 ~~The An employee and the District may agree~~ elect to **receive** compensation for overtime
103 by the District granting compensatory time off, in lieu of paid overtime, at the rate of one
104 and one-half (1 ½) times for all overtime worked. ~~Such compensatory time off shall be~~
105 ~~scheduled by the District according to District needs, and shall be granted by the~~
106 ~~District within twelve (12) calendar months following the month in which an~~
107 ~~employee worked the overtime for which such compensatory time off is being~~
108 ~~granted, or if not granted within such period, shall be compensated for in the~~
109 ~~manner set forth in Section 6.5 above. Two weeks' written notice and prior approval~~
110 ~~are required for the use of compensatory time off. This shall not affect the unit~~
111 ~~member's option to be paid overtime as earned. An employee that elects to bank~~
112 ~~compensatory time in lieu of overtime shall accrue compensatory time each fiscal~~
113 ~~year, shall not accrue more than 120 hours at any given time, and shall utilize the~~
114 ~~compensatory time before the end of the fiscal year (June 30). At the end of each~~
115 ~~fiscal year, the District will pay out the balance to the employee. Unit members may~~
116 ~~request to cash out their compensatory time balance as a lump sum.~~

117 [Note: In prior proposals, POA marked the first portion of the proposal as
118 "accepted," but there was no agreement as far as maintenance of comp balances.
119 POA's subsequent two-word "reject changes" proposal is meaningless at best, and
120 regressive at worst, as it fails to explain anything concerning the prior accepted
121 language.]

123 6.9 An employee who is required to work on any holiday specified in this Agreement shall be
124 compensated at the overtime rate for all time worked, plus the regular holiday pay to which
125 such employee otherwise would be entitled.

127 6.10 No employee may work more than sixteen (16) consecutive hours or any shift that results
128 in less than an eight (8) hour break between shifts.

130 6.11 The District shall assign District overtime based on the District's needs, the requirements
131 of the overtime assignment, and the District's evaluation of the qualifications of
132 employees. ~~Permanent full time personnel shall have the first right of refusal for~~
133 ~~overtime assignments. Nothing herein shall require the District to assign overtime~~
134 ~~on a rotation basis.~~ Nothing herein shall restrict the District's right to require any
135 employee to perform overtime work for the District.

136 [Note: As POA has represented the "first right of refusal" to be a waiver of the
137 District's right to determine staffing and as an automatic grant of overtime to the
138 unit, such a waiver does not survive expiration of the agreement and the District
139 will not grant such again. (Eureka City School District (1992) PERB Decision No.
140 0955.) Further, since the parties are defining a "rotation," the additional language
141 is inconsistent.]

143 6.11.1 Overtime Availability: When a shift becomes vacant (such as following a
144 request for time off) and is offered to unit members as overtime, a
145 notification will be sent out to those employees (based on schedule) who
146 may volunteer to cover the vacant shift.

148 6.11.2 Rotation: An employee volunteering to cover the available overtime will be
149 automatically placed on the bottom of the rotational list(s). If no employee
150 volunteers to cover the available overtime, the District will make efforts to
151 contact (call/text/email) available unit members to procure coverage. If no

152 volunteers are found, the District will make overtime assignments based on
153 the following.

154
155 6.11.3 Shift Adjustment: Without impacting the remainder of a unit member's
156 workweek based on the determination of the Chief or designee, overtime
157 may be covered by extending the shift of a unit member. An employee who
158 has their shift extended and who works a minimum of four (4) hours overtime
159 will be moved down to the bottom of the rotation list.

160
161 6.11.4 Rotational Distribution:

162
163 6.11.4.1 The District will create and maintain two (2) lists to rotate
164 overtime, one list for Su-T assignments and one list for Th-S
165 assignments. Overtime assignments will be offered to those
166 on each list based on the needs of the District and the time of
167 the assignment.

168 6.11.4.2 The lists will be based on seniority, whereas the first employee
169 on that list will be the most junior employee of that group.

170 6.11.4.3 An employee working a Detective assignment will be subject
171 to adjustment or coverage based on the totality of the work
172 week schedule.

173 6.11.4.4 Once the employee receives notification of the mandatory
174 coverage, they will be responsible for that work shift(s), will
175 work the scheduled day and perform all duties as assigned,
176 and will be moved to the bottom of the list.

177 6.11.4.5 Once the list is utilized to cover open shifts, the list will be
178 updated and posted in the report writing room as soon as
179 practical.

180 [Note: While POA flatly rejected these terms, the District has reviewed and
181 determined that they are functionally equivalent to those proposed in POA's "new
182 article." Because there is no reason that terms relating to overtime rotation should
183 appear anywhere other than in the article devoted to "Hours and Overtime," the
184 District is again proposing the insertion of these terms where most appropriate.]

185
186 6.12 Employees who are called back to perform overtime work for the District shall receive a
187 guaranteed minimum of four (4) hours pay, irrespective of actual hours worked. Should
188 the employee have to leave for sickness or other personal reasons before completing the
189 number of hours scheduled for the call-back, the employee shall be paid only for the hours
190 actually worked. This four (4) hour guarantee shall not apply to overtime that is
191 consecutive with the employee's regularly scheduled shift. If overtime is cancelled with
192 less than eight (8) hours notice, the assigned officer will be paid for a minimum of
193 four (4) hours overtime.

194 [Note: No. Overtime is defined and paid in relating to "time worked."]

195
196 6.13 The District will give College Police/Safety Officers and Parking and Security Officers the
197 opportunity to perform extra duty assignments (such as Civic Center events or campus
198 club activities). Parking and Security Officers may be assigned to perform extra duty
199 assignments requiring the normal functions of a Parking and Security Officer where, in the
200 District's judgment, the nature of the assignment does not involve or does not have the
201 potential of involving law enforcement or other security-related functions requiring the
202 assignment of a Peace Officer, and where the utilization of a Parking and Security Officer

203 will not result in more extra duty personnel than would otherwise be required for the event
204 or activity in question.

205
206 6.14 Employee's shall receive a guaranteed minimum of three (3) hours pay for extra duty
207 assignments, provided that should an employee leave for sickness or other personal
208 reasons before completing the number of hours scheduled for the extra duty assignment,
209 the employee shall be paid only for the hours actually worked.

210
211 6.15 Travel time on off-duty days to District required conference assignments will be
212 compensated at the regular hourly rate up to a maximum of eight hours.

213
214 6.16 An officer, on off-duty status, who is placed "on-call" for a court appearance will be
215 compensated at four (4) hours of regular hourly rate for each day placed "on-call".

216
217 6.17 Unit members are entitled to receive at least five (5) calendar days advance notice of any
218 change in their regular work schedule unless the schedule change is an emergency, as
219 determined within the discretion of the Chief of Police or designee. For the purpose of this
220 provision, an emergency is defined as an unforeseen situation requiring immediate action
221 that is presenting an imminent and substantial threat to public safety or District property
222 where no other alternative is available. ~~It is also the intent of the parties that an
223 emergency would not be declared for the purposes of avoiding overtime that
224 regular unit members would otherwise be available to work.~~

225
226 6.18 **When the District utilizes a rotation-based schedule, aA** regular work schedule shall
227 be established for every unit member every six-months, based upon seniority, and unit
228 members shall be assigned within the first 14-days of January and July each year. Unit
229 members will be allowed to request a work shift based on seniority for the first 6-month
230 rotation, but must select a different work shift for the second 6-month rotation. **While**
231 **rotating schedules are in effect, aA** all unit members are expected to rotate shifts every
232 6-months unless on special assignment or approved by the Chief or his/her designee.

233
234 **6.18.1 A shift rotation notification shall be sent to each unit member at least**
235 **twethirty (302) daysmonths in advance of each scheduled shift change. At**
236 **least forty five (45) days prior to the posting of the shift change, a supervisor**
237 **will contact the unit member with most senior to junior and request that unit**
238 **member's shift bid.**

239
240 **6.18.2 When a shift becomes available, unit members shall have the opportunity to**
241 **request assignment to that shift, which shall be assigned based on seniority**
242 **and as approved by the Chief or his/her designee.**

243
244 **6.18.3 When shift-rotation ceases, the District shall notify unit members thirty (30)**
245 **days in advance, and request unit members to bid for shift assignments by**
246 **seniority, e.g. from most senior to least senior. After 30-days, an initial**
247 **regular work schedule shall be established for each unit member.**

248
249 6.19 Unit members may trade work shifts by mutual agreement with the approval of the Chief
250 of Police, or designee. The decision of the Chief shall be conclusive, and shall not be
251 subject to the Article 14 grievance procedures.

252

~~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.~~

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

~~6.21 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.~~

[Note: Rejected, as incorporated under Article 6.11 proposal.]

ARTICLE 8 WAGES

[Note: Including changes from POA Feb 21, 2023 proposal]

8.1 Salary

~~Effective upon the date of ratification and approval by the Board of Trustees, unit members shall receive a one-time off-schedule payment of \$3000, in an amount equal to 53% of the unit member's base salary, which shall be paid to unit members within sixty (60) days. [Note: Reverted to a flat-dollar caps at POA proposal; rejected valuation of \$4K per member (parity with PCCFA, at \$3k).]~~

~~The salary schedule for 2022-2023 shall be increased by 456% on schedule plus full 6% COLA retroactive to July 1, 2022. [Note: Reflects parity with PCCFA, at 6%]~~

~~Effective beginning the 2023-2024 fiscal year, the salary schedule shall be increased by 42.536% plus full COLA, or the State-funded COLA for 2023-2024 received by the District, whichever is less. [Note: Reflects parity with PCCFA, at 6%]~~

~~Effective beginning the 2024-2025 fiscal year, the salary schedule shall be increased by 42.53% plus full COLA, or the State-funded COLA for 2023-2024 received by the District, whichever is less. [Note: Status quo; PCCFA negotiated a reopener for Y3]~~

~~Market Equity Adjustment: In addition to the aforementioned, the salary schedule for 2022-2023 for the Dispatcher classification shall be increased by 20%.~~

~~Dispatcher Range Reallocation: Effective upon ratification of this Agreement, unit members employed in the "Police Dispatcher" classification will be increased from Range 36 to Range 37 42 of the salary schedule. [Note: POA has failed to present any information to suggest that the reallocation is insufficient, especially when coupled with the current 15% + cash proposal across the unit.]~~

302 **During any year of this agreement, if another bargaining unit receives a negotiated**
303 **increase (either one-time or on-schedule) greater than set forth herein, POA shall**
304 **be entitled to an equitable adjustment to match the other unit.**

305
306 8.2 Shift Differential

307
308 8.2.1 Rotation: A differential of two (2) ranges (5%) will be paid to bargaining unit
309 members when members are involved in a rotational schedule plan. In the event
310 the District discontinues shift rotation for some or all employees in the unit, the
311 District shall be under no obligation to continue to pay employees who are not
312 subject to shift rotation. **The maximum compensation earned from differential,**
313 **alone or combined, shall not exceed ten (10%) percent of base salary.**

314
315 8.2.2 Graveyard: An employee assigned to work more than 50% of their regular shift
316 during the Graveyard, defined as 6:00 p.m. to 6:00 a.m., shall receive a differential
317 of ~~two (2) three (3) ranges (5% 7.5%)~~ above his/her base rate of pay. **Temporary**
318 **shift assignments (overtime/cover/substitute) shall not qualify for the**
319 **differential. Cover/substitute shift assignments shall be eligible for the**
320 **differential when assigned to a graveyard shift for more than seven (7)**
321 **working days.**

322 **[Note: To address POA's stated interest regarding members that cover for**
323 **longer periods of time.]**

324
325 ~~8.2.3 Swing Shift: An employee assigned to work 50% or more of their regular~~
326 ~~shift between 2 p.m. and 11 p.m., shall receive a differential of two (2)~~
327 ~~ranges (5%) above his/her base rate of pay.~~

328
329 8.3 Employees are eligible for a service increment equivalent to one range upon completion
330 of seven (7) years of service; a second service increment equivalent to one range upon
331 completion of ten (10) years of service; a third service increment equivalent to one range
332 upon completion of fifteen (15) years of service; a fourth service increment equivalent to
333 one range upon completion of twenty (20) years of service; and a fifth service increment
334 equivalent to one range upon completion of twenty-five (25) years of service and a 6th
335 service increment equivalent to one range upon completion of thirty (30) years of service.
336 Service increments are awarded based on satisfactory performance evaluations and are
337 calculated from the first month of employment in which an employee is in paid status for
338 at least eleven (11) working days. A new service increment date must be computed after
339 a leave of absence or break in service.

340
341 8.4 POST Certificates. An additional two salary ranges (5%) shall be granted to each College
342 Police Officer who possesses an Intermediate Certificate. An additional two salary ranges
343 (5%) shall be granted to each College Police Officer who possesses ~~es~~ an Advanced
344 Certificate issued by the Commission on Peace Officer Standards and Training.
345 **Attainment of POST Certificates shall be in accordance with POST Regulations,**
346 **including 11 C.C.R. § 1101.**

347
348 8.5 Special ~~a~~Assignment pay ~~is compensation due a unit member for temporarily~~
349 ~~working out of their classification, and shall be~~ limited to the assignments of Detective
350 and Field Training Officer, ~~and/or Senior Police Officer/Senior Dispatchers~~
351 ~~Communications Training Officer~~. Special Assignment pay shall be 5% for all time
352 spent on such an assignment.

353
354 When Special Assignments become available, the Chief shall notify eligible unit
355 members, who shall be entitled to submit an interest memorandum and participate
356 in an interview with the Chief of Police prior to selection or appointment for a
357 specialized position. Selection shall otherwise proceed pursuant to Policy 436 of
358 the Pasadena City College Police and Safety Services Policy Manual.

359 Certificate Terminology and Policy

360
361 Except as may be noted, the following terms and polices apply to all certificate
362 categories and levels:

363
364 1. College Degree or College Unit Criteria Accreditation shall be from a national or
365 regional accrediting body that is recognized by the Secretary of the United States
366 Department of Education. For the award of a certificate, all degrees or units:

367 A. Shall be issued by and recorded on the transcript of an accredited
368 community college, college or university, or

369 B. When issued by a non-accredited community college, college or
370 university, the degree or units shall have been accepted and recorded on the
371 transcript of an accredited community college, college, or university.

372 C. The unit member must submit the transcript to Human Resources to
373 demonstrate satisfactory completion of a course(s).

374
375 2. Education Points For purpose of certificate qualifications:

376 A. One college semester or quarter unit equal one education point. 3. Years
377 of Experience A. Must be full time employment in same job classification.

378 B. All years of experience must be obtained as an employee at Pasadena
379 Community College District.

380
381 Intermediate Certificate Requirements

382
383 Degree or Education Points Years of Experience in Area Master's Degree and 1 year
384 of experience Bachelor's Degree and 3 years of experience Associate Degree and
385 4 years of experience 45 Education Points and 5 years of experience 30 Education
386 Points and 6 years of experience 15 Education Points and 8 years of experience

387
388 Advanced Certificate Requirements

389
390 Degree or Education Points Years of Experience in Area Master's Degree and 4
391 years of experience Bachelor's Degree and 6 years of experience Associate Degree
392 and 9 years of experience 45 Education Points and 10 years of experience 30
393 Education Points and 12 years of experience

394
395 8.6 Senior College Officer/Senior Dispatcher: A unit member who is assigned to
396 perform out-of-class duties as a Senior College Police Officer or Senior Dispatcher,
397 for more than five (5) days in a fifteen-calendar-day period, shall be entitled to a five
398 (5%) percent increase in base salary for the period of time in which the unit member
399 is assigned those out-of-class duties. A College Police Officer assigned to the
400 Senior College Police Officer position classification will receive a five (5) percent
401 salary differential in addition to his/her regular rate of pay for the length of time
402 he/she serves as Senior Officer. Those officers who meet the following

403 ~~requirements shall be eligible for designation as a Senior College Officer and shall~~
404 ~~receive a pay adjustment of five (5) percent above the Police Officer position:~~

- 405
- 406 • ~~An officer who has a minimum of ten (10) years of service time as a sworn law~~
407 ~~enforcement officer with the District, and who has completed two (2) special~~
408 ~~assignments with the Pasadena City College Police Department as an FTO and~~
409 ~~detective.~~
- 410
- 411 • ~~An officer who has a minimum of fifteen (15) years of service time as a sworn law~~
412 ~~enforcement officer, and who has completed one special assignment with the~~
413 ~~Pasadena City College Police Department as an FTO or detective.~~
- 414

- 415 8.7 ~~Police Dispatcher~~ **Senior Police Dispatcher** Certificate Program. An additional salary
416 range (5%) shall be granted to each employee in this category who possess an
417 Intermediate Certificate issued by the Pasadena Area Community College District. An
418 additional salary range (5%) shall be granted to those possessing an Advanced
419 Certificate issued by the Pasadena Area Community College District.
420 **[Note: Per POA's proposal 2/21/23, the District's proposal was clearly**
421 **misunderstood. The above language doesn't eliminate certificate pay for senior**
422 **dispatchers. It simply clarifies that anyone in either classification may qualify for**
423 **the certificate pay.]**

424

425 **ARTICLE 9**
426 **TRAINING**

427 **[Note: Per POA 2/21/23 proposal, TA]**

- 428
- 429 **9.1** College Police Officers and Dispatchers who are enrolled in POST mandated training shall
430 be compensated at their appropriate hourly rate for time spent in attendance at the course.
- 431
- 432 **9.2** ~~Unit members will~~ **may be permitted to select and attend a minimum of one (1) POST**
433 **Advanced Officer Training (AOT) course per year, as approved by the Chief or**
434 **designee, with skills directly relevant to District-required job duties. The District**
435 **agrees to compensate unit members at their appropriate hourly rate for time spent**
436 **in attendance at the course which may not exceed forty (40) hours unless**
437 **authorized by the Chief or his/her designee.**

438

439 **ARTICLE 12**
440 **UNIFORMS AND EQUIPMENT**

441 **[Note: POA 2/21/23 "going to provide name of vest" never occurred.]**

- 442
- 443 12.1 The cost of the purchase, lease or rental of any distinctive uniform required by the District,
444 or other equipment, identification badges, emblems, and cards required by the District
445 shall be borne by the District.
- 446
- 447 12.2 The District shall provide each employee covered by this Agreement, at the
448 commencement of his or her employment, with such uniform and equipment as the District
449 considers necessary for the performance of the employee's work assignment. The District
450 will provide each College Police/Safety Officers employed by the District with a safety vest.
451 **Uniformed officers and detectives are permitted to wear Department-approved**
452 **external vest carriers, designated Model # GD2P00US0 and/or Model # 26133-**

453 ~~119749 of his/her choice at the officers' expense, provided, said external vest is~~
454 ~~consistent with the uniform regulations specified under Policy 1015.1.8(k)1.(a) and~~
455 ~~(b) of the Pasadena City College Police and Safety Policy Manual.~~

456 [Note: The "Department Approved" language both considers and incorporates the
457 uniform regulations under the Policy Manual, while also considering the general
458 public appearance and perception created by external-vest carriers, including those
459 that create a more "militaristic" look in contravention to the new Chancellor's
460 Regulations at 5 C.C.R. § 59700 et seq.]

- 461
- 462 12.3 During each fiscal year beginning after an employee has commenced employment in a
463 classification covered by this Agreement, the District shall provide each employee with an
464 annual uniform and equipment allowance as follows: College Safety Officers: ~~\$800.00~~
465 ~~\$1200.00~~ and Dispatchers: ~~\$600.00~~~~\$900.00~~. Said uniform and equipment allowance shall
466 cover the replacement, upkeep and maintenance of the employee's uniform and
467 equipment during the period of employment with the District. Employees shall receive
468 their annual uniform and equipment allowance on the December pay warrant, or by District
469 Authorized Purchase Order with two District chosen authorized uniform vendors for
470 expenditure during the applicable fiscal year that are approved by the Director of the
471 Department or his/her designee. Purchase order requests must be submitted by the
472 employee to the District no later than October 1st. **Alternatively, Dispatchers may opt**
473 **to dress in office attire by waiving the uniform allowance.**

474 [Note: District was willing to increase uniform allowance for officers based on
475 information that uniform costs had risen steeply; dispatchers do not have a
476 "uniform" subject to the same market fluctuations. They wear polo shirts, still well
477 covered under the current \$600 limit – or waivable.]

- 478
- 479 12.4 Each employee is required to wear his or her uniform, properly laundered and of good
480 appearance, during all working hours. Each employee shall maintain his or her equipment
481 in good working order and dirt free.
- 482
- 483 12.5 Upon termination of employment in a classification covered by this Agreement, the District
484 may require the employee to return to the District any uniform or parts thereof and
485 equipment in his or her possession.
- 486
- 487 12.6 The District shall not be responsible for loss, destruction or damage to an employee's
488 personal tools or equipment.
- 489
- 490 12.7 Employees are required to use District equipment and vehicles only for District-related
491 purposes.

492

493 **ARTICLE 13**
494 **DISCIPLINARY ACTION**

495 [Note: POA prop "reject in its entirety"; District is holding firm. These processes need
496 revision and clarification despite POA's apparent unwillingness to engage.]

- 497
- 498 13.1 Probationary Employees. During the probationary period, an employee is subject to
499 discipline, discharge, or demotion without cause or notice at the sole discretion of the
500 District. The disciplinary and grievance procedures set forth in this Article are applicable
501 only to regular employees.
- 502

503 13.2 Regular Employees. Regular employees may be discharged or disciplined subject to
504 applicable statutory provisions as enumerated in 13.3 below. In some cases, an
505 employee's misconduct may result in verbal or written warnings **or reprimands**, followed
506 by suspension or discharge if repeated. A second reprimand for the same misconduct
507 must be in writing. The District agrees to observe all procedural requirements of the Public
508 Safety Officers Procedural Bill of Rights Act. (Govt. Code § 3300 *et seq.*)

509 **[Note: This language is being proposed again due to the apparent need to**
510 **specifically recognize the review procedures relating explicitly to reprimands,**
511 **which do not require a full evidentiary review (13.7) but a more limited initial review**
512 **(13.6) is appropriate. See Stanton v. City of W. Sacramento (1991) 226 Cal.App.3d**
513 **1438.)**

514
515 13.3 Causes: One or more of the following causes may be grounds for suspension, demotion,
516 or dismissal of any person employed in the classified service.

- 517 a. Incompetency or inefficiency in the performance of the duties of his/her position.
- 518 b. Insubordination.
- 519 c. Carelessness or negligence in the performance of duty or in care or use of District
520 property.
- 521 d. Discourteous, offensive, or abusive conduct or language toward other employees,
522 students or the public.
- 523 e. Dishonesty
- 524 f. Drinking alcoholic beverages on the job, or reporting to work while intoxicated or under
525 the influence of drugs which impair work performance.
- 526 g. Addiction to the use of narcotics.
- 527 h. Conduct unbecoming an officer or employee of the District, which has a job-related
528 effect.
- 529 i. Engaging in political activity during assigned hours of employment.
- 530 j. Conviction of any crime involving moral turpitude.
- 531 k. Arrest and conviction for offenses as defined in Education Code Section 87010.
- 532 l. Repeated unexcused absence or tardiness.
- 533 m. Abuse of illness leave privileges.
- 534 n. Use of District vehicles and/or equipment for other than District-related purposes or
535 assignments.

536
537 13.4 Additional Causes for Discipline:

538 The parties agree that the following specified acts/omissions do not require progressive
539 discipline prior to proposing disciplinary action.

- 540 a. Willfully deceiving or defrauding the District or knowingly falsifying or withholding any
541 material information supplied to the District, including but not limited to, Information
542 required on application forms and employment records.
- 543 b. Appearing for work under the effects of alcoholic beverages on District property. "On
544 District property" shall also include District vehicles or facilities used to conduct District
545 business.
- 546 c. Appearing for work under the effects of controlled substances or restricted dangerous
547 drugs on District property. This prohibition shall not apply to a prescription issued by a
548 state- licensed physician and which the employee is using according to the prescription
549 directions.
- 550 d. Conviction of a sex offense as defined in Education Code Section 87010.
- 551 e. Conviction of a controlled substance offense as defined in Education Code Section
552 87011.

- 553 f. Willful misuse, destruction or theft of District property, student body property, or the
554 property of an employee or student.
- 555 g. Any willful action that causes harm to District employees, students or the general
556 public.
- 557 h. Collecting sick leave or industrial accident/illness leave pay while working elsewhere
558 for pay during his/her normal schedule work assignment with the District.
- 559 i. Conviction by a court of competent jurisdiction of a felony or a crime of violence or
560 involving moral turpitude while employed by the District. A plea, verdict, or finding of
561 guilty or a conviction following a plea of nolo contendere, is deemed to be a conviction.
- 562 j. Absence from work of five (5) consecutive working days without authorization,
563 permission or good cause.
- 564 k. The uninsurability of an employee to drive a District vehicle when such is a requirement
565 of the employee's position. Upon notification or confirmation by the District's insurance
566 carrier, employees shall not be subject to discipline, except as provided below.
- 567 13.4.1 The District shall attempt to reassign the employee within the same class
568 or to a vacant position in a related class not requiring operation of a motor
569 vehicle.
- 570 13.4.2 If reassignment is not possible, then the employee may be voluntarily
571 demoted to a vacant position for which the employee meets the minimum
572 qualifications of the new classification.
- 573 13.4.3 Any demotion or reassignment to a related but lower classification will
574 result in the employee being paid at the salary range of the new
575 classification.
- 576 13.4.5 If the procedures in first two subparagraphs cannot be accomplished, the
577 District may pursue discipline.
- 578

579 13.5 Written Notice:
580 Prior to imposing major disciplinary action, the District will provide the employee with a
581 written notice of the proposed action, the name and rank of interrogating officers where
582 appropriate, the specific charges or materials on which the action is based, and the
583 reasons for the proposed action. The written notice will also advise the employee the right
584 to request a hearing on the proposed action and will include a request for hearing form
585 which is to be returned by a specified date no less than seven (7) calendar days after
586 service of the written notice. An employee's failure to return the request-for-hearing form
587 within the time specified shall constitute a waiver of the right to a hearing before the initial
588 imposition of disciplinary action.

590 13.6 Informal (Skelly) Hearing:
591 At the hearing the employee shall be **advised of the basis for the disciplinary action,**
592 **and shall be** given the right to respond verbally or in writing to a person in authority to
593 make the final decision regarding the proposed disciplinary action or to recommend what
594 final decision should be made. If the employee's response is heard by a person with
595 authority to recommend, the employee's response shall be fully and fairly communicated
596 to the District authority who makes the decision regarding the proposed action. Within
597 fourteen (14) calendar days after the employee's case is heard, the employee shall be
598 advised in writing of the District's decision and its effective date. The only exceptions to
599 this procedure are: **1) when sworn personnel receive a reprimand, for which the**
600 **informal hearing represents the final level of review; or 2)** when the District believes
601 that the employee's conduct creates a danger to the public, other employees, or the
602 District, or when the employee may be suspended for less than two (2) workweeks. In

603 these cases, a disciplinary suspension may begin before the employee receives a notice
604 of intent and informal hearing.

605 **[Note: As noted above, these revisions intended to include Skelly review of**
606 **reprimands; consistent with Govt. Code § 3304b and Stanton recognition that a**
607 **limited form of review is appropriate for punitive actions that do not result in any**
608 **deprivation, e.g. a reprimand.]**
609

610 13.7 Decision:

611 **In cases involving demotion, suspension, and/or termination, notification of**
612 **disciplinary action shall be as prescribed in Education Code Section 88016.**
613 **Following the informal hearing described in Article 13.6, wW**hen the employee is
614 advised of the District's decision and its effective date, the employee shall also be advised
615 of his/her right to obtain a formal hearing **before a review panel**. If the employee desires
616 such a hearing, the employee must submit a written request within seven (7) calendar
617 days after receiving notification of the District's decision. The employee's request shall be
618 submitted on a form provided by the District to the Office of Human Resources. The formal
619 hearing may, but need not, occur prior to initial imposition of discipline. **The burden of**
620 **proof shall remain with the District. The determination that cause exists for**
621 **discipline resides solely with the Board.**
622

623 13.8 Formal Hearing: **The discipline hearing may be held before the Board of Trustees in**
624 **closed session, or the Board of Trustees may delegate the authority and obtain the**
625 **services of a licensed California attorney, arbitrator, or a hearing officer to conduct**
626 **the hearing, rule on the admissibility of exhibits and evidence, and rule on**
627 **objections during examination and cross-examination as described herein.**
628

629 1. **The following guidelines shall be used in conducting hearings.**

630 **a) Oral evidence shall be taken only on oath or affirmation.**

631 **b) Each party shall have the right to call and examine witnesses; and to**
632 **introduce exhibits; to cross-examine opposing witnesses; to impeach**
633 **any witness, regardless of which party first called him/her to testify;**
634 **and to rebut the evidence against him/her. If the accused unit member**
635 **(Respondent) does not testify in his/her own behalf, he/she may be**
636 **called and examined as if under cross- examination.**
637

638 **c) The hearing need not be conducted according to technical rules**
639 **relating to evidence and witnesses. Any relevant evidence shall be**
640 **admitted if it is the sort of evidence on which responsible persons are**
641 **accustomed to rely in the conduct of serious affairs, regardless of the**
642 **existence of any common law or statutory rule which might make**
643 **improper the admissions of such evidence over objection in civil**
644 **actions.**
645

646 **d) Hearsay evidence may be used for the purpose of supplementing and**
647 **examining other evidence, but shall not be sufficient standing by**
648 **itself to support a finding, unless it would be admissible over**
649 **objection in civil actions. The rules of privilege shall be effective to**
650 **the extent that they are otherwise required by statute to be recognized**
651 **at the hearing.**
652
653

654
655 2. When a hearing has been held before the Board of Trustees, the Board shall
656 retire and deliberate in private to determine whether the charges have been
657 proven at the conclusion of the hearing. If the Board finds that the charges
658 have been proven, it may issue a resolution affirming its decision and
659 ordering implementation of the disciplinary action, including reassignment,
660 a suspension without pay, a demotion or a dismissal. The Board shall
661 announce its decision and the vote of each Board member in public session.

662
663 3. When a hearing has been held before a Hearing Officer, the Hearing Officer
664 shall issue a written determination on the charges and recommendation
665 regarding the sufficiency of cause to the Board of Trustees. The Board of
666 Trustees shall consider the recommendation of the hearing officer in closed
667 session, and may issue a resolution sustaining, modifying, or overruling the
668 recommendation. If the Board decision is to modify or overrule the hearing
669 officer's recommendation, the Board shall provide the reason for its decision
670 in writing to the respondent within thirty (30) days. The Board shall announce
671 its decision and the vote of each Board member in public session.

672 [Note: POA's two-sentence rejection of these substantive terms is premised on the
673 assertion that the process eliminates a "neutral decision maker." Not only is the
674 justification absurd – where 2/3rds of the panel are explicitly contemplated to be
675 other than "neutral" – but misses the fact that in either the old or proposed scheme,
676 the recommendation is submitted to the Board for review and decision. Additional
677 discussion and justification for the outright rejection is requested.]

678 a. Composition of the Review Panel. The review panel shall consist of three (3)
679 members, one (1) to be selected by the President or his/her designee, one (1) to
680 be selected by the employee, and one (1) to be selected by the two (2) review
681 panel members as designated above. In the event the two (2) review panel
682 members cannot reach agreement on the third review panel member to be
683 selected within seven (7) calendar days, the State Mediation and Conciliation
684 Service will be asked to appoint the third member. This expense shall be borne
685 by the District. The third member of the review panel will chair all meetings of
686 the panel. The review panel shall set the time for the hearing on the matter and
687 shall give the employee at least seven (7) calendar days' notice in writing of the
688 date and place of the hearing.

689 b. Rights of Parties Before Review Panel. The employee shall attend any hearing
690 unless excused by the review panel. The employee and the District shall be
691 entitled to the following rights at the hearing:

692 1. To be represented by council, a designated union representative, or any
693 other person at the hearing. The name of the employee's representative shall
694 be given in writing to the Office of Human Resources at least five (5) calendar
695 days in advance of the scheduled hearing so that a folder of the formal
696 exhibits can be prepared for the representative. The formal exhibits shall
697 consist of notice of proposed action, the employee's initial request for a
698 hearing (if any), the District's written decision, and the employee's request.
699 The folder of formal exhibits shall be given to the employee's representative
700 at least two (2) working days before the scheduled hearing.

701 2. To testify under oath.

702 3. To compel the attendance of other employees of the District to testify without
703 loss of compensation. To arrange for attendance during work hours. The

~~names of such employees must be provided to the Office of Human Resources no later than two (2) working days before the scheduled hearing.~~

~~4. To cross-examine all witnesses and all employees of the District whose reports are offered in evidence before the review panel.~~

~~5. To impeach any witness.~~

~~6. To present such affidavits, exhibits and other evidence as the review panel deems pertinent to the inquiry.~~

~~7. To argue the case.~~

~~8. To have a closed hearing.~~

~~c. Procedures for Hearing Before Review Panel:~~

~~The review panel hearing shall be conducted in the manner most conducive to determination of the truth, and neither the District nor the review panel shall be bound by technical rules of evidence. The review panel shall determine the relevancy, weight, and credibility of the testimony and evidence. At the review panel's discretion, irrelevant and repetitious evidence may be excluded. The burden of proof shall be on the District.~~

~~1. Each party will be permitted an opening statement, with the District or its designated representative opening first. The District and its designated representative shall present its witnesses and evidence to sustain its charges, and the employee will then present witnesses and evidence in defense. Each party will be allowed to cross-examine witnesses.~~

~~2. The review panel may exclude witnesses not under examination except the employee and the party attempting to substantiate the charge against the employee and their respective council or representative.~~

~~d. Findings and Recommendations of Review Panel:~~

~~The review panel shall deliberate on its decision in closed session excluding all persons other than members of the review panel. The review panel shall issue its findings and recommendations within seven (7) calendar days after the conclusion of the hearing. The review panel may sustain or reject any or all of the charges filed against the employee, and may recommend modification of the disciplinary action proposed by the District. The findings and recommendations of the review panel shall be served on all parties and their designated representatives.~~

~~e. Post-Hearing Procedure:~~

~~The President shall review the findings and recommendations submitted by the review panel and make a final recommendation to the Board of Trustees. The President's recommendation may not contain a penalty greater than that proffered in the original charges. The President shall notify the affected employee and his/her designated representative of the President's recommendation no later than seven (7) calendar days prior to the meeting of the Board of Trustees at which the matter will be considered. An employee, with his/her designated representative, wishing to present oral argument to the Board of Trustees in closed session concerning the President's recommendation must notify the President at least twenty-four (24) hours prior to the meeting at which the Board of Trustees is scheduled to review the findings and recommendations and render a decision. The Board of Trustees shall make a final decision within thirty (30) calendar days after said meeting.~~

~~4. The Board of Trustees shall not impose a penalty greater than that proffered in the original charges. In the event that the Board of Trustees makes a final decision to modify or reverse the initial action taken by the District, and the discipline has~~

754 already been imposed, the employee shall be entitled to such make-whole relief
755 as the Board of Trustees deems appropriate.

- 756 **5.** Notice of the Board's decision shall be served upon the unit member
757 personally, or by certified mail at his/her last address as shown in the
758 records of the District. ~~shall be mailed to the employee and his/her council~~
759 or other representative.
760

761 **ARTICLE 14**
762 **GRIEVANCE PROCEDURE**

763 **[Note: Incorporated strike-list suggested in POA prop 2/21/23; otherwise holding firm on**
764 **replacement of "panel" procedure that is clearly broken and inefficient.]**
765

766 14.1 A grievance is any complaint, misunderstanding or dispute concerning the interpretation
767 or application of this Agreement. The interpretation or application of District policies, and
768 rules and regulations not specifically incorporated in this Agreement shall be expressly
769 excluded from the definition of a grievance under this Article, provided, however, that
770 employees shall have the right to grieve (by the process outlined in Article 13)
771 disciplinary or punitive actions based on an alleged violation of a District policy, rule, or
772 regulation. Performance evaluations shall not be grievable. Grievances concerning the
773 interpretation or application of this Agreement shall be processed in accordance with the
774 procedure set forth in Sections 14.2 through 14.4 below. Grievances concerning
775 disciplinary or punitive action shall be processed in accordance with the procedure
776 referenced in Section 14.5 below.
777

778 14.2 It is understood and agreed that most problems that might otherwise give rise to
779 grievances can be resolved by an informal, one-on-one discussion between the affected
780 employee and that employee's immediate supervisor, and it is the intent of the parties that
781 the grievance procedure set forth below not be utilized until reasonable attempts have
782 been made, in all appropriate cases, to resolve problems by such informal discussion.
783

784 14.3 If informal discussion as set forth above is not successful in resolving any complaint,
785 misunderstanding, or dispute as to the interpretation or application of this Agreement, a
786 formal written grievance may be processed in the following manner:
787

788 **Step 1**

789 The aggrieved employee shall utilize a written grievance form to be prepared by the District
790 to present his/her grievance to his/her immediate supervisor within fourteen (14) calendar
791 days after he/she first knew or by reasonable diligence should have known of the
792 occurrence giving rise to the grievance. (See Appendix B) The immediate supervisor shall
793 respond in writing to the written grievance within fourteen (14) calendar days after it has
794 been submitted to such supervisor.
795

796 **Step 2**

797 If the grievant is not satisfied with the reply in Step 1, within fourteen (14) calendar days
798 after such reply, the grievance may be presented in writing to the Chief of Police. The
799 Chief of Police shall reply in writing within fourteen (14) calendar days thereafter.
800

801 **Step 3**

802 If the grievant is not satisfied with the reply in Step 2, the grievant may, within fourteen
803 (14) calendar days after the receipt of the written reply, present the written grievance to
804 the Assistant Superintendent/VP - Business and Administrative Services. The Assistant

805 Superintendent/VP - Business and Administrative Services may hold a conference with
806 the grievant, the grievant's representative, and all persons involved in the preceding steps
807 of this procedure. The Assistant Superintendent/VP - Business and Administrative
808 Services shall issue a written determination within fourteen (14) calendar days after the
809 grievance was presented to him/her.

810
811 Step 4

- 812 1. In the event that the grievant is not satisfied with the decision at Step 3, PCC-
813 POA may request to the Vice President of Human Resources that the grievance
814 be submitted to a neutral arbitrator. The individual grievant may not request
815 arbitration; the right to request arbitration belongs to PCC-POA. Such request
816 must be in writing, filed within fifteen (15) days of the written decision at Step 3.
817 Within fifteen (15) days after the written request is made, PCC-POA shall request
818 a list of seven (7) neutral arbitrators from State Mediation and Conciliation
819 Services. The District and PCC-POA shall select an arbitrator by alternatively
820 strikes, with the first strike determined by coin toss.
- 821
- 822 2. The arbitrator shall render an advisory decision, which shall be in writing and
823 shall set forth the findings of fact, reasoning and conclusions of the issues
824 submitted, and will determine a settlement which will resolve the grievance. The
825 arbitrator shall be subject to the following limitations:
- 826
- 827 a. The arbitrator shall have no power to add to, alter, subtract from, disregard,
828 change, or modify any terms of this Agreement but shall determine only
829 whether or not there has been a violation of this Agreement as complained
830 of by the grievant.
- 831
- 832 b. The arbitrator shall have no power to establish salary structures.
- 833
- 834 c. The decision of the arbitrator shall be based solely upon the evidence and
835 arguments presented to him/her in the presence of the parties, and upon any
836 post-hearing briefs of the parties. The arbitrator shall not consider any issue
837 raised by the grievant unless it was known by the District in an earlier step
838 of the Grievance Procedures.
- 839
- 840 d. If the District claims that a grievance should be dismissed because, for
841 example, it falls outside the scope of the procedure, or was filed or
842 processed in an untimely manner, such a claim shall, at the option of the
843 District and upon reasonable notice, be heard and promptly ruled upon by
844 the arbitrator prior to any hearing on the merits of the grievance. Upon the
845 request of either party, there shall be a suitable stay/continuance between
846 such a ruling and any further proceedings which may be necessary. The
847 District may forego the above preliminary motion procedure and have such
848 a claim heard and ruled upon at the hearing prior to the receipt of evidence
849 on the merits, but the District shall notify PCC-POA prior to any hearing
850 concerning any issue of arbitrability.
- 851 e. The arbitrator shall have no power to render a recommended settlement on
852 a grievance filed before twenty (20) days after the effective date of this
853 Agreement or after the termination of this Agreement.
- 854

855 f. All fees and expenses of the arbitrator shall be shared equally by the District
856 and PCC-POA. All other costs will be borne by the party incurring them.
857 If the grievant is not satisfied with the reply in Step 3, within fourteen (14) calendar
858 days after the receipt of the written reply, the grievant may request a formal hearing
859 by a review panel. The request for formal hearing shall consist of a written report
860 prepared by the grievant, specifying the act or condition upon which the grievance
861 is based, the action or remedy requested by the grievant for resolution of the
862 grievance, the steps taken to resolve the grievance at the earlier stages of the
863 grievance procedure, and the reasons for a continuation of the grievance process.
864 The report shall also attach a copy of the original written grievance, all written
865 reports issued at the conclusions of Steps 2 and 3 of the grievance procedure, and
866 copies of any documents considered relevant to the grievance. The report shall be
867 delivered to the Assistant Superintendent/VP – Business and Administrative
868 Services, the Chief of Police, and the Assistant Superintendent/Vice President of
869 Human Resources. The Assistant Superintendent/Vice President of Human
870 Resources shall arrange for a hearing before the review panel within fourteen (14)
871 calendar days after receipt of the request. The review panel shall be composed of
872 three voting members. The three members shall be selected as follows:
873 1. One to be selected by the Assistant Superintendent/Vice President of Human
874 Resources;
875 2. One to be selected by the employee registering the grievance;
876 3. One to be selected by agreement of those appointed in (1) and (2). All persons
877 present at Steps 1 through 3 of the grievance procedure shall be present at the
878 review panel hearing unless excused by mutual agreement of the parties. The
879 grievant and the District may each be represented by a person of their choice.
880 The District and the grievant may assert the following rights at the review panel
881 hearing:
882 1. To testify under oath;
883 2. To compel the attendance of other employees of the District to testify at the
884 hearing;
885 3. To cross-examine witnesses and employees of the District whose actions are
886 in question or who have investigated any of the matters involved in the hearing
887 and whose reports are offered in evidence before the review panel;
888 4. To impeach any witness;
889 5. To present such affidavits, exhibits and other evidence which the review panel
890 deems pertinent to the inquiry;
891 6. To argue the case.
892 The review panel in its discretion may exclude witnesses not under examination
893 except the employee and a District representative and their respective counsel or
894 other representative. The hearing before the review panel shall be informal and
895 need not be conducted according to technical rules relating to evidence and
896 witnesses. Any relevant evidence shall be admitted if it is evidence on which
897 responsible persons are accustomed to rely on in the conduct of serious affairs,
898 regardless of the existence of any common law or statutory rule which might make
899 improper the admission of such evidence over objection in civil actions. Hearsay
900 evidence may be admitted for any purpose but shall not be sufficient in itself to
901 support a finding unless it would be admissible over objection in civil actions. The
902 rules of privilege and of official or judicial notice shall be effective to the same
903 extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. The
904 review panel shall not have the authority to amend, modify, change, add to or
905 subtract from any provision of this Agreement in reaching a decision with respect

~~to the grievance. The review panel shall issue its written findings, conclusions and recommendations within fourteen (14) calendar days of the conclusion of the hearing. Copies shall be delivered and received by an appointed member of the panel on the same working day to each of the following (or his/her official representative): the President, the Assistant Superintendent/Vice President of Human Resources, the persons named in the grievance, and the grievant.~~

[Note: POA's prior outright rejection was premised on "unless you are amenable to cost savings measures such as binding arbitration." However, as PERB reiterated in *Baldwin Park Unified School District* (1991) PERB Decision No. 903, the language of the EERA is permissive, and nothing in EERA requires the parties to agree to binding arbitration. (See Govt. Code § 3548.5; 3458.6; 3548.7.) However, PERB expressly held that *advisory arbitration* is a mandatory subject of bargaining. The District rejects POA's overture to institute binding arbitration, and insists that POA fully consider – in good faith – the proposal concerning advisory arbitration, as a recognized mandatory subject.]

Step 5

~~If the decision of the arbitrator is unacceptable to either party, a written request for an appeal must be submitted to the Superintendent/President within ten (10) calendar days following receipt of the decision. The arbitrator's decision shall be submitted to the Board of Trustees for review and a final determination.~~

~~1. The Board of Trustees shall base its decision solely on the written record unless, upon review, the Board determines that it wishes to hear additional evidence. If such additional evidence is sought, the Board shall invite, in writing, all parties of interest to participate.~~

~~2. The Board shall inform the grievant/Association, in writing, of its decision within thirty (30) days after receiving additional evidence or, if the decision is based solely on the written record, after receiving the arbitrator's decision.~~

~~3. The decision of the Board shall be final.~~

~~If the decision of the review panel is unacceptable to either party, a written request for an appeal must be submitted to the President of the District within seven (7) calendar days following receipt of the review panel's decision. Upon receipt of the request for appeal, the President shall review the evidence developed in the hearing and may hold a conference with the grievant and any other persons involved. The President will then render a decision and notify the individuals concerned. The decision of the President shall be final and binding and shall constitute the final administrative remedy available to the grievant.~~

- 14.4 Each of the formal requirements and time limitations stated herein for the processing of grievances shall be strictly adhered to; provided, however, that any such limits may be extended by the express written agreements of the parties. If the District's authorized representative fails to answer a grievance within the time limit specified in any step of the grievance procedure, the grievant shall have the right to appeal the grievance immediately to the next step of the grievance procedure. If the grievant fails to appeal the grievance to the next step of the grievance procedure within the time limit specified in any step of the grievance procedure, the grievance shall be deemed waived and terminated.

ARTICLE 15
HOLIDAY

[Note: Per POA prop 2/21/23, TA]

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
- Juneteenth**
- Independence Day
- Labor Day
- 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 full-time 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 **one day's pay** compensation **for eight (8) hours** at his or her straight-time rate. **For example, 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 15.8.**

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.

1008 15.7 If for any academic year during the term of this Agreement, the Governing Board of the
1009 District determines that California Admission Day is to become a scheduled day of
1010 instruction on the District's academic calendar, such holiday shall be converted to a
1011 floating holiday for employees in the unit. An employee's utilization of such holiday must
1012 create at least a three-day (3) weekend within the academic year in which the holiday
1013 accrues; is subject to the employee providing his or her supervisor with not less than thirty
1014 (30) calendar days' notice of the anticipated date of such holiday; and is subject to the
1015 scheduling needs of the District. Any floating holiday must be used in the academic year
1016 in which it accrues, and will not carry over into the next academic year. The floating holiday
1017 shall be administrated in accordance with Section 15.4 through 15.6 above.
1018

1019 15.8 For any holiday worked, in addition to compensation for hours worked at the applicable
1020 rate(s), unit members shall receive one substitute holiday **of 8 hours equivalent to the**
1021 **number of holiday hours worked**. The substitute holiday is not eligible for cash out, must
1022 be used within one year of the date it is received, and does not carry over. The unit
1023 member shall be permitted to **use request** the substitute holiday if it is requested during
1024 the 12 month period; ~~however, it is not permitted to take vacation time while the~~
1025 ~~substitute holiday is available. Denials of Sub-Holiday leave shall cause the amount~~
1026 ~~of leave requested to be converted to Vacation and added to a unit member's~~
1027 ~~accrued vacation bank, so long as the unit member has not reached the vacation~~
1028 ~~accrual cap under Article 16.5, in which case the requested leave is retained in the~~
1029 ~~Sub-Holiday bank. converted into compensatory time.~~
1030

1031 ~~15.9 For any holiday worked outside the employee's regular scheduled workweek, the~~
1032 ~~employee shall receive holiday pay as outlined in Articles 15.5 and 15.8 including~~
1033 ~~compensation for eight (8) hours at his or her straight-time rate.~~
1034

1035 **ARTICLE 16**
1036 **VACATION**
1037

1038 16.1 Full-time employees who are covered by this Agreement, and who are in paid status for
1039 eleven or more days in each relevant calendar month, shall earn vacation as follows:
1040

- 1041 a. One (1) through three (3) years of continued service = One (1) day per month.
1042 b. Four (4) through six (6) years of continuous service: One and one-quarter (1 ¼) days
1043 per month.
1044 c. Seven (7) through ten (10) years of continuous service: One and one-half (1 ½) days
1045 per month.
1046 d. Eleven (11) or more years of continuous service: One and three-fourths (1 ¾) days
1047 per month.
1048

1049 16.2 Vacation time may not be taken in the month in which it is earned.
1050

1051 16.3 Insofar as practicable and consistent with the needs of the District, vacation shall be
1052 granted at times most desired by employees, ~~provided, however, that nothing in the~~
1053 ~~Article shall be construed to prohibit the District from requiring employees to take~~
1054 ~~vacation in lieu of cash payment as provided in 16.5 below.~~ Employees shall submit
1055 **vacation any time-off** request to the Chief of Police or their designee. **When submitting**
1056 **a request, the employee shall specify whether the requested leave shall be drawn**
1057 **from accrued Vacation, Floating-holiday, Sub-holiday, or Comp-time leave banks.**
1058 For time-off **requests** of less than one week, the employee shall submit a request **to the**

1059 Chief of Police or designee not later than ~~fourteen (14)~~ seven (7) calendar days in
1060 advance. For these requests, the requestor shall receive a response (approval or
1061 denial) within two calendar days of the request. For these requests Sub-Holiday
1062 Time will be used. If Sub-Holiday Time is not available, employees may choose to
1063 use either Camp Time or Vacation Time to cover the hours requested. Requests for
1064 time off of one week or more will be considered Vacation. The employee shall
1065 submit a request at least ninety (90) calendar days in advance. For requests of one
1066 week or more, the employee shall submit a request to the Chief of Police or
1067 designee not later than at least thirty (30) calendar days in advance of the first
1068 requested day of leave. For these requests, the requestor shall receive a response
1069 (approval or denial) within seven (7) calendar days of the request. If a request is
1070 denied, the Chief of Police or designee shall provide the requestor with the reason
1071 for the denial. The requestor shall receive a response within seven (7) calendar
1072 days from the request. The decision of the Chief of Police or designee shall not be
1073 grievable. If conflicting vacation requests of employees in the Department must be
1074 reconciled, preference shall be given to the timely request of employees having the
1075 most continuous service with the District by date of request and approval.

1076
1077 **16.3.1 Non-conforming requests may be approved at the discretion of the Chief of**
1078 **Police or designee. The decision of the Chief of Police or designee to grant**
1079 **or deny a request shall not be grievable.**

1080
1081 16.4 Vacation not taken in one year may be accumulated from year to year, provided,
1082 however, that employee's maximum total of accumulated vacation as of the end of each
1083 fiscal year (June 30) shall not exceed the accrual caps set forth in Section 16.5 below.

1084
1085 16.5 The accrual limit shall be no more than two and one half (2.5) times his or her annual
1086 accrual rate. Payout for unused vacation shall not occur unless the District does not
1087 permit an employee to take his/her full annual any vacation.

1088
1089 **16.6 Unit members shall be entitled to request cash payout for any all vacation**
1090 **request(s) denied during the fiscal year, if that denial would cause the unit member**
1091 **to cease accruing vacation. A unit member may submit a timely request for payout**
1092 **within thirty (30) days of the denial. Such request must include evidence of the**
1093 **District's refusal to permit an employee to take his/her full annual vacation any**
1094 **vacation, which shall consist of a vacation request submitted by the employee to the**
1095 **Chief or their designee, with the reasoning for the refusal denial, with the**
1096 **endorsement Subject to the approval of the Assistant Superintendent/Vice President,**
1097 **Business and Administrative Services, a maximum cash payout shall not exceed that**
1098 **necessary to allow a unit member to continue accruing vacation.**

1099 **[Note: POA proposal 2/21/23: "Unit members shall be entitled to cash out one**
1100 **month's accrued vacation, if that member has been denied a request for time off,**
1101 **and that denial would put that member above the vacation cap." Explanation**
1102 **necessary to determine how this fits, in context, with the previously proposed**
1103 **language.]**

1104
1105 **NEW ARTICLE**
1106 **RECLASSIFICATION**

1107
1108 **[Note: Per POA proposal 2/21/23, TA on reclassification]**
1109 **29.1: Reclassification**

1110
1111 **29.1.1 Classification:** Each position in the bargaining unit shall have a
1112 **“classification,”** which includes a designated title, a regular minimum
1113 **number of assigned hours, a specific statement of the duties required to be**
1114 **performed by the employees in each such position (“class description” or**
1115 **“job description”), and the regular monthly salary ranges for each such**
1116 **position. All positions are classified on the basis of the actual duties**
1117 **performed assigned to the position rather than the person performing the**
1118 **duties. ~~This process of job analysis results in a written “class description”~~**
1119 **for each position which lists typical duties and the minimum qualifications.**
1120 **The “class description” provides an objective means of assignment of title**
1121 **and range and furnishes a tangible basis for comparison with similar**
1122 **positions found in other organizations.**
1123

1124 **29.1.2 Reclassification:** If there are permanent significant changes in the
1125 **assigned duties and/or responsibilities of a position within the prior calendar**
1126 **year, the employee may request reclassification by completing a “duties**
1127 **statement” on a form received from the supervisor or Human Resources.**
1128 **Reclassification means the upgrading of a position to a higher classification**
1129 **as the result of the gradual increase of the duties being performed by the**
1130 **incumbent in such position. Special assignments or out-of-class**
1131 **assignments for which compensation has been paid shall not form the basis**
1132 **of a reclassification request.**
1133

1134 **Definition. Reclassification means the upgrading of a position to a higher**
1135 **classification as a result of the gradual increase of the duties being**
1136 **performed by the incumbent in such position.**
1137

Classification Review

1138
1139
1140 **29.1.3 Reclassification Process:** Reclassification requests will initiate a review in
1141 **order to determine whether the position should be reclassified. ~~To do this, a~~**
1142 **“duties statement” must be completed. This form should be obtained by the**
1143 **supervisor from the Human Resources Office. The employee may be visited**
1144 **at the work site, and the total assignment will be reviewed by the**
1145 **Reclassification Committee, including a meeting with the employee and the**
1146 **supervisor.**
1147

1148 **The Reclassification Committee shall be chaired by the Vice President of**
1149 **Human Resources, who shall be a non-voting member, and shall consist of**
1150 **two (2) appointees from Human Resources and two (2) appointees from POA.**
1151

1152 **Reclassification procedures commence in February of each year and**
1153 **approved changes are effective July 1, for the succeeding fiscal year.**
1154 **Reclassification will be reviewed by the administration in consultation with**
1155 **the employee (and POA). The decisions of the Reclassification Committee**
1156 **are final. The employee may request a written rationale for denials.**
1157

NEW ARTICLE **APPOINTMENTS**

~~Special Assignment Positions: The following positions are considered special assignments:~~

- ~~(a) Field Training Officer/Dispatcher~~
- ~~(b) Detective~~

~~General Requirements~~

- ~~(a) Expressed an interest in the assignment~~
- ~~(b) Minimum of four (4) years of patrol/dispatcher experience as a sworn police officer/dispatcher with the Pasadena City College Police Department or prior California law enforcement agency~~
- ~~(c) Off probation~~
- ~~(d) Demonstrated ability as a positive role model~~
- ~~(e) Possess a POST Basic certificate~~

~~Selection Process: The selection process for special assignments shall include the following:~~

- ~~(a) Notification to all eligible unit members~~
- ~~(b) Oral interview~~
- ~~(c) Supervisor evaluation~~
- ~~(d) Assignment by the Chief of Police~~

~~Duration of Special Assignment:~~

~~Unit members shall not serve more than one (1) year as a Field Training Officer/Dispatcher or two (2) years as Detective. Upon completion of a special assignment, unit members will rotate into a regular schedule as outlined in article 6.18.~~

NEW ARTICLE
RETIREMENT FOR POLICE OFFICERS

A. Retirement

- 1. The District will provide all employees covered under this agreement with that certain retirement program commonly known as "2.7% at age 57 Formula," which is based upon the retirement formula as set forth in the California Public Employees' Retirement System (PERS). The POA and District shall split the cost of the actuarial. (cost quoted \$500-\$1,000)**

[Note: There is nothing to TA about this Article. The District has requested the actuarial, and maintains its position rejecting the change.]

1212 **NEW ARTICLE**
1213 **DEFINITIONS**
1214

1215 **For the purpose of this agreement, a “day,” “work day,” and/or “one day” is equal**
1216 **to the number of hours a unit member regularly works.**

1217 [Note: POA has said multiple times to “TA” this article. To reiterate what was stated
1218 by the District on January 10th, we are open to including a definitions section.
1219 However, it should be more useful than one definition, and shouldn’t create
1220 conflicts or ambiguity – such as defining “day” differently in the grievance or
1221 hours/overtime article than as a definition. Once other substantive matters are
1222 completed, we can fill out the section with definitions. Until then, nothing is
1223 agreed/approved.]
1224

1225 **NEW ARTICLE**
1226 **TIME OFF REQUESTS AND PROCEDURE**
1227

1228 **Time Off Requests for Any Time Less than 1 Week:**
1229

1230 **A valid time off submission shall consist of an e-mail to the unit member’s**
1231 **immediate supervisor. All unit members must adhere to the established timelines as set**
1232 **forth in**
1233 **the current MOU (modified 16.3). At the time of the request, the following procedure shall**
1234 **be**
1235 **adhered to:**
1236

1237 **A. A notification will be sent to those employees (based on schedule) who may volunteer**
1238 **to**
1239 **cover the vacant shift.**

1240 **B. Notification of the coverage shall be sent to their immediate supervisor to include all**
1241 **parties involved.**

1242 **C. This notification must be verified by their immediate supervisor before the time off is**
1243 **approved.**

1244 **D. The employee volunteering to cover the time off request(s) will be automatically**
1245 **placed**

1246 **at the bottom of the mandatory overtime rotational lists.**

1247 **E. If no employee volunteers to cover the time off request(s), the immediate supervisor**
1248 **shall utilize one of three options to manage time off requests:**
1249

1250 **1. Leave the shift uncovered.**

1251 **2. Shift Adjustment, where it does not interfere with the totality of any**
1252 **employees’ scheduled work week.**

1253 **3. Mandatory Overtime (rotational):**
1254

1255 **a. Two lists will be created 1-For Sun-Tues and 1-For Thurs-Sat. The lists will**
1256 **be posted on the briefing board within the report writing room and will be**
1257 **updated weekly.**

1258 **b. The lists will be on a rotating basis by inverse seniority.**

1259 **c. Employees shall only be assigned an involuntary slot once until the entire list**
1260 **has been depleted.**

1261 **d. Special assignment positions (Detective/Field Training Officer) shall be placed on the**
1262 **mandatory overtime rotational.**

1263 ~~e. Once the employee receives notification of the mandatory coverage, they will~~
1264 ~~be responsible for that work shift(s) and moved to the bottom of the list.~~
1265 ~~f. It is understood that once assigned to mandatory overtime, the employee will~~
1266 ~~work the scheduled day and perform all duties as assigned.~~
1267 ~~g. While on vacation, pre-approved absence, on a full workday absence due to~~
1268 ~~sick leave, union leave, release time, or any authorized absence, unit~~
1269 ~~members will not be considered for mandatory overtime. Unit members will~~
1270 ~~return to the involuntary rotation list upon return to work.~~
1271 ~~h. Department managers shall forward a written memorandum (e-mail) or~~
1272 ~~verbally notify each unit member who has been ordered to work a mandatory~~
1273 ~~overtime shift.~~
1274 ~~i. If an employee is required to extend their shift due to an unplanned vacancy~~
1275 ~~in the work schedule, and if the coverage cannot be found, that employee~~
1276 ~~who has worked a minimum of four (4) hours will be moved down to the~~
1277 ~~bottom of the mandatory overtime list.~~
1278 ~~j. When needed, the mandatory overtime list shall be used for extra duty~~
1279 ~~assignments (such as Civic Center events, campus club activities, Flea~~
1280 ~~Market, PCC football games, etc.).~~
1281 [Note: Rejected. This is, and should, be included in Article 6 (Hours and Overtime) since it
1282 deals with overtime assignments. But from a practical perspective, the overtime rotation
1283 and assignment of overtime doesn't come about solely because of a "time off request,"
1284 which is already addressed in Article 16.]
1285

1286
1287 FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

1288
1289
1290 _____
1291 Robert Blizinski
1292 Vice President, Human Resources

1290 _____
1291 Michael DeSpain
1292 POA President

1293
1294
1295 _____
1296 Brian Cummins
1297 Director, Human Resources

1298
1299 _____
1300 Joshua Taylor
1301 District Counsel
1302