

Collective Bargaining Agreement

Pasadena Area Community College

District & Pasadena City College

Police Officers Association

Term: July 1, 2025 – June 30, 2028

Table of Contents

ARTICLE 1 - PARTIES TO THE AGREEMENT	1
ARTICLE 2 - DISTRICT RIGHTS.....	2
ARTICLE 3 - ASSOCIATION RIGHTS.....	3
ARTICLE 4 - RECOGNITION	6
ARTICLE 5 - PROBATIONARY PERIOD.....	7
ARTICLE 6 - HOURS AND OVERTIME.....	9
ARTICLE 7 - WELLNESS INCENTIVE	13
ARTICLE 8 – WAGES	14
ARTICLE 9 - TRAINING	16
ARTICLE 10 – LUNCH PERIOD.....	17
ARTICLE 11 – BREAKS	18
ARTICLE 12 – UNIFORMS AND EQUIPMENT	19
ARTICLE 13 - DISCIPLINARY ACTION	20
ARTICLE 14 - GRIEVANCE PROCEDURE	25
ARTICLE 15 – HOLIDAYS.....	29
ARTICLE 16 - VACATION	31
ARTICLE 17 - BEREAVEMENT LEAVE	33
ARTICLE 18 - SUBPOENA OR JURY DUTY LEAVE	34
ARTICLE 19 - MILITARY LEAVE.....	35
ARTICLE 20 - SICK LEAVE.....	36
ARTICLE 21 - PERSONAL NECESSITY LEAVE.....	38
ARTICLE 22 - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE	40
ARTICLE 23 - FAMILY AND MEDICAL LEAVE	42
ARTICLE 24 - BREAK IN SERVICE/CHANGE IN TYPE OF LEAVE	43
ARTICLE 25 - HEALTH AND WELFARE.....	44
ARTICLE 26 - BENEFITS FOR EMPLOYEES WHO RETIRE UNDER THE TERMS OF THIS AGREEMENT.....	46
ARTICLE 27 – LAYOFFS	47
ARTICLE 28 - COMPUTER LOAN PROGRAM	49
ARTICLE 29 - MISCELLANEOUS	50
ARTICLE 30 - SAVINGS	51
ARTICLE 31 - CONCERTED ACTIVITIES.....	52
ARTICLE 32 - EFFECTS OF AGREEMENT.....	53
ARTICLE 33 – TERM	54
APPENDICES	56
APPENDIX A.....	57
APPENDIX B.....	59
APPENDIX C.....	67

ARTICLE 1 - PARTIES TO THE AGREEMENT

This Agreement is entered into by and between the PASADENA AREA COMMUNITY COLLEGE DISTRICT (hereinafter referred to as "District") and Pasadena City College Police Officers Association (hereinafter referred to as "PCCPOA").

ARTICLE 2 - DISTRICT RIGHTS

- 2.1 The District retains, solely and exclusively, all the rights, powers, and authority exercised or possessed by it prior to the execution of this Agreement except as expressly limited by a specific provision of this Agreement.
- 2.2 Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the District and not abridged herein include, but are not limited to, the following: To manage and direct its operations and its personnel; to manage, control, and determine the mission, goals, and objectives, and educational philosophy of its component facility, programs, and operations; to direct the workforce and determine the number and kinds of employees needed; to hire, assign, evaluate, transfer, promote, demote, suspend, terminate for just cause, and otherwise maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and workload; to specify or assign work requirements; to establish and change the workday and workweek; to adopt rules of conduct and penalties for violations thereof; to require medical tests of employees to verify fitness for duty when the District has a reasonable belief that the employee may be under the influence of alcohol, drugs, or other controlled substances; to determine the type and scope of work to be performed and the services to be provided; to determine, develop, and implement its budget and procedures therefor; to determine the methods, processes, means, personnel, times, and places of providing services; to ensure the rights and educational opportunities of its students; to take any action on any matter in the event of an emergency.
- 2.3 Nothing in this Article shall be construed to limit, amend, decrease, revoke, or otherwise modify: The rights and power vested in the District to adopt, modify, amend or rescind such policies, rules and regulations as the Board of Trustees shall deem necessary; powers vested in the District by the California Education Code and laws regulating, authorizing or empowering the District to act or refrain from acting.
- 2.4 References to laws, policies, rules, codes, statutes, and regulations in this Article shall not be deemed to make such matters subject to the Grievance Article of this Agreement.

ARTICLE 3 - ASSOCIATION RIGHTS

- 3.1 PCCPOA shall have the right to use all District bulletin boards normally used for the posting of notices to the employees in the unit. Any such posting shall be on official PCCPOA letterhead, or otherwise prepared in a manner to indicate that they are authorized and approved by PCCPOA. PCCPOA shall have the right to use inter-District mail, employee mailboxes, e-mail, and the incidental or occasional use of fax machines for the purpose of official communications bearing the PCCPOA designation.
- 3.2 The District shall release one designated PCCPOA officer or steward from duty for the purpose of attending grievance meetings, disciplinary meetings and evaluation appeal meetings as the employee's representative. All release time shall be noticed to and coordinated with the employee's supervisor prior to use on the District approved form. Meetings will be rescheduled to accommodate District needs as well as for arranging representation with PCCPOA if the designated representative is a witness or otherwise involved with the affected employee requesting representation.
- 3.3 All bargaining unit members shall have the right to adjust their lunch period for the purpose of attending the monthly PCCPOA meeting. All bargaining unit members shall be released from duty up to one hour for the purpose of attending a contract ratification meeting. These release times and hour adjustments shall be granted only if the meeting falls within the employee's working hours and if the time is consistent with and not conflicting with District needs as determined by scheduling with the Chief of Police or his designee. All release time in this section shall be accounted for on the District approved form. PCCPOA will maintain records of the use of chargeable release time under section 4.4. The parties will review these records and will review the current amount of PCCPOA chargeable release time at the end of each fiscal year.
- 3.4 Official non-employee representatives of PCCPOA shall have the right of reasonable access to employees in the unit. Such access shall not be utilized in a manner that will disturb or otherwise interfere with the work of any employee of the District or the education of any students in the District.
- 3.5 Any such representative may be required to provide District management with reasonable advance notice of his/her intended presence at a District facility for the purpose of such access, and appropriate identification and credentials may be required in instances when management at a work site does not know or have reason to know such representative's identity and affiliation. Said identification and/or credentials shall be provided by the District if they so require it.

- 3.6 Such representative may utilize the District facilities for group meetings with District employees during such employee's non-working time. Requests to utilize such facilities shall be made upon forms to be prescribed by the District, and shall be subject to reasonable regulations concerning prior use, user fees, and other such matters as set forth in Section 3543.1b of the Educational Employment Relations Act. (EERA).
- 3.7 The District shall provide the PCCPOA with contact information for unit members as a list of the following information, with each field in its own column, for all bargaining unit members within five (5) days of the last payroll date of September, January, and May as follows:
- a. First Name;
 - b. Middle initial;
 - c. Last name;
 - d. Suffix (e.g., Jr., III);
 - e. Preferred name;
 - f. Job Title;
 - g. Department;
 - h. Primary worksite name;
 - i. Work telephone number;
 - j. Work extension;
 - k. Home street addresses (incl. apartment #);
 - l. Mailing address (if different);
 - m. City;
 - n. State;
 - o. ZIP Code (5 or 9 digits);
 - p. Home telephone number (10 digits) (if available);
 - q. Personal cellular telephone number (10 digits) (if available);
 - r. Personal email address of the employee (if available);
 - s. Hire date.

In lieu of providing the information above in the form of a list, the District may meet this obligation by providing PCCPOA access to a secure electronic site within which the above information is available. Names, addresses, and telephone numbers will be provided only in those cases where privacy has not been requested.

The District shall provide a list of the names and information described above for all newly hired employees within the bargaining unit within five (5) days of the last payroll of the month in which they were hired. "Newly hired employee" means any full-time or part-time bargaining

unit employee hired by the District who is still employed as of the date of the new employee orientation. It also includes all employees who are employed by the District (including those returning from layoff rehire list, or previously employed by the District in a non-bargaining unit position) and whose current position has placed them in the bargaining unit represented by PCCPOA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the bargaining unit.

3.8 NEW EMPLOYEE ORIENTATION

"New employee orientation" refers to the process by which a newly hired public employee - whether in person, online, or through other means or media - is advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters. The District shall provide PCCPOA with access to its new employee orientations. PCCPOA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. In the event the District conducts group orientations with new employees, the PCCPOA shall have one (1) hour for its representative(s) to conduct the orientation session.

ARTICLE 4 - RECOGNITION

- 4.1 The District recognizes the PCCPOA as the exclusive representative of all personnel employed by the District in the classifications included in Appendix A, excluding all other employees and supervisors (including the Police Lieutenant or Sergeant) 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 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 refuse to join or participate in the activities of PCCPOA, or any other employee organization. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of the exercise of these rights.
- 4.6 Members of PCCPOA may submit a request to PCCPOA, authorizing the District to make payroll deductions for their PCCPOA dues. PCCPOA shall certify to the District that PCCPOA members have authorized the deduction of dues, and all such dues collected by the District shall be remitted to PCCPOA on a monthly basis. PCCPOA shall indemnify the District for any claims made by employees for deductions certified by PCCPOA.

ARTICLE 5 - PROBATIONARY PERIOD

- 5.1 Employment in a classification covered by this Agreement shall be subject to successful completion of a probationary period.
1. All dispatchers, and all full-time peace officers, shall serve a probationary period of twelve (12) months, commencing on the first date of paid service.
 2. All other classified positions covered by this Agreement shall serve a probationary period of six (6) months, commencing on the first date of paid service.
 3. An employee who is transferred to a different job classification shall serve a new probationary period in the new classification without receiving credit for any time spent in a previous probationary status. An employee attains permanency in a position with satisfactory evaluation of work and progress during the probationary period and timely completion of all employment forms required by the District.
 4. Employees who have permanent status in one class and who have been promoted to a higher class may be demoted involuntarily during the probationary period in the higher class to the former class without a right of appeal through the grievance procedure set forth in Article 14 herein.
- 5.2 Employees covered by this Agreement shall receive a salary increase of one step above the hiring rate upon satisfactory completion of one year of paid service following initial employment with the District.
- 5.3 If an employee transfers to a different classification covered by this Agreement his or her salary will be adjusted to the first step in that range or to a salary in the new range which is at least equivalent to his or her present salary, whichever is higher. If the employee changes classification before reaching the fifth step of his or her current range, the employee's anniversary date shall remain unchanged. If the employee has reached the fifth step of his or her assigned range prior to reclassification, a new anniversary date shall be established which is twelve (12) months from the date of reclassification.
- 5.4 All probationary personnel shall comply with the following requirements as a condition of employment:
1. Upon notification of employment, all new employees must have a physical examination.
 2. All examinations shall be made by the District Physician or, in the absence of the District Physician, by a regularly licensed physician. The mandatory form for the examination is available in the Human Resources Office and must be filed with the Pasadena City College Human Resources Office within two months after the date of initial employment.

3. If the question of an employee's health is an issue with reference to his or her continued employment, the medical opinion of the District Physician shall be the final and determining judgment.
4. If a personnel physician or the District physician imposes limitations because of an employee's physical condition which would not permit continuing work in the employee's present assignment, the District will make every effort to reassign the employee to another position with which physical requirements are compatible. This action would presuppose that the necessary qualifications of education and experience for the position are possessed. If no such position is available, a leave of absence may be granted or eligibility for disability retirement determined.
5. All employees classified as Police Officers must continue to meet the standards of Government Code Section 1031 as a condition of continued employment in that classification.

ARTICLE 6 - HOURS AND OVERTIME

- 6.1 The regular work period for full-time employees covered by the Agreement shall consist of 80 hours in a 14 day period. A workweek is defined as Sunday through Saturday.
- 6.2 For employees assigned to work a four-day (4) workweek consisting of four (4) consecutive days, ten (10) hours per day, overtime shall be considered as time worked in excess of ten (10) hours per day, or in excess of forty (40) hours in any workweek. Work performed on the fifth, sixth, or seventh consecutive days in a workweek shall also be considered overtime.
- 6.3 For employees assigned to work a three-day (3) workweek consisting of three (3) consecutive days, twelve (12) hours per day, overtime shall be considered as time worked in excess of twelve (12) hours per day, or in excess of eighty (80) hours in any work period. Work performed on the fourth, fifth, sixth, or seventh consecutive days in a workweek shall be considered overtime.
- 6.4 For employees assigned to the 9/80 work schedule consisting of eight (8) nine (9) hour days and one eight (8) hour day in a 14-day work period, overtime shall be considered in excess of the normally scheduled hours for that day. Days off under the 9/80 work schedule shall be consecutive unless mutually agreed to by employee and supervisor.
- 6.5 For employees assigned to work a five-day (5) workweek consisting of eight (8) hours per day, including employees whose hours are reduced pursuant to Article 2 of this Agreement, overtime shall be considered as time worked in excess of forty (40) hours in a workweek. Overtime shall also be defined as any time worked on a sixth or seventh consecutive workday by an employee having an average workday of four (4) hours or more during his or her regular workweek; or any time worked on a seventh consecutive workday by an employee having an average less than four (4) hours during his or her regular workweek.
- 6.6 Each employee will receive written notice of the starting day and time of his/her workweek.
- 6.7 An employee who works overtime shall be compensated for all overtime worked at the rate of one and one-half (1 ½) times his or her regular hours of pay. The regular rate of pay is based on an employee's regular salary schedule placement at the time the overtime is earned.
- 6.8 An employee and the District may elect to receive compensation for overtime by the District granting compensatory time off, in lieu of paid overtime, at the rate of one and one-half (1 ½) times for all overtime worked. This shall not affect the unit member's option to be paid overtime as earned. An employee who elects to bank compensatory time in lieu of overtime shall accrue compensatory time each fiscal year, shall not accrue more than 120 hours at any given time, and shall utilize the compensatory time before the end of the fiscal year (June 30).

At the end of each fiscal year, the District will pay out the balance to the employee. Unit members may request to cash out their compensatory time balance as a lump sum.

6.8.1 Unit members shall use any remaining compensatory time balance prior to June 30, 2024, after which the District will pay out any remaining compensatory time balance.

6.8.2 Any unit member who is actually expected to take paternity/maternity leave in the next fiscal year, as of June 30, shall be entitled to carry over accrued comp time for purposes of parental leave. If requested, comp time shall not accrue beyond 120 hours and the unit member shall receive paid overtime in lieu of compensatory time.

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

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

6.11 The District shall assign District overtime based on the District's needs, the requirements of the overtime assignment, and the District's evaluation of the qualifications of employees. Nothing herein shall restrict the District's right to assign work based on District needs, except that permanent full-time unit members shall have the first right of refusal when overtime assignments of not more than three (3) consecutive shifts become available due to planned or unplanned absences. Nothing herein shall restrict the District's right to require any employee to perform overtime work for the District.

6.11.1 Overtime Availability: When a shift becomes vacant (such as following a request for time off) and is offered to unit members as overtime, a notification will be sent out to those employees (based on schedule) who may volunteer to cover the vacant shift. Volunteers shall be considered in the order in which they communicate availability. In the event that more than one volunteer responds within 12 hours of notification, the assignment shall be based on seniority.

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

6.11.3 Shift Adjustment: Without impacting the remainder of a unit member's workweek based on the determination of the Chief or designee, overtime may be covered by extending the shift of a unit member. An employee who has their shift extended and who works a

minimum of four (4) hours overtime will be moved down to the bottom of the rotation list.

6.11.4 Rotational Distribution:

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

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

6.11.4.3 An employee working a Special assignment (Detective/Field Training Officer) shall be placed on the rotational lists, and will be subject to adjustment or coverage based on the totality of the workweek schedule.

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

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

6.11.4.6 While on vacation, pre-approved absence, on a full workday absence due to sick leave, union leave, release time, or any authorized absence, unit members will not be eligible for voluntary overtime, but may be called upon to report in cases of disaster or emergency. Unit members will return to the rotation list upon return to work.

6.12 Employees who are called back to perform overtime work for the District shall receive a guaranteed minimum of four (4) hours pay, irrespective of actual hours worked. Should the employee have to leave for sickness or other personal reasons before completing the number of hours scheduled for the call-back, the employee shall be paid only for the hours actually worked. This four (4) hour guarantee shall not apply to overtime that is consecutive with the employee's regularly scheduled shift.

6.13 The District will give College Police Officers the opportunity to perform extra duty assignments (such as Civic Center events or campus club activities).

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

- 6.15 Travel time on off-duty days to District required conference assignments will be compensated at the regular hourly rate up to a maximum of eight hours.
- 6.16 An officer, on off-duty status, who is placed "on-call" for a court appearance will be compensated at four (4) hours of regular hourly rate for each day placed "on-call".
- 6.17 Unit members are entitled to receive at least five (5) calendar days advance notice of any change to their regular work schedule unless the change is an emergency, as determined within the discretion of the Chief of Police or designee. For the purpose of this provision, an emergency is defined as an unforeseen situation requiring immediate action that is presenting an imminent and substantial threat to public safety or District property where no other alternative is available.
- 6.18 A regular work schedule shall be established for every unit member every six months, based upon seniority and unit members shall be assigned within the first 14 days of January and July of each year. Unit members will be allowed to request a work shift based on seniority for the first 6-month rotation, but must select a different work shift for the second 6-month rotation. All unit members are expected to rotate shifts every 6 months unless on special assignment or approved by the Chief or his/her designee.
- 6.19 Unit members may trade work shifts by mutual agreement with the approval of the Chief of Police, or designee. The decision of the Chief shall be conclusive, and shall not be subject to the Article 14 grievance procedures.

ARTICLE 7 - WELLNESS INCENTIVE

Wellness Incentive Program: All employees shall be eligible for the Wellness Incentive Program. For employees who perform paid service for 110 consecutive, scheduled workdays worked with no unplanned absences, an employee will be awarded \$150.00. After the award is earned, the 110-day period shall begin to run again.

“Scheduled workday” means a day on which the employee is scheduled to work. A scheduled workday does not include days when the employee is on scheduled or approved vacation, holiday, jury duty, bereavement leave, personal necessity leave, industrial accident or injury leave, layoff, or other authorized leave of absence. The \$150.00 incentive will be included in the employee’s regular salary warrant.

ARTICLE 8 – WAGES

8.1 Salary

The salary schedule for 2025-2026 shall be increased by 2.3% of the state-funded COLA retroactive to July 1, 2025.

The parties agree that, for the 2026-2027 fiscal year, Article 8 shall be reopened exclusively for negotiations related to cell increases in the salary schedule.

The parties agree that, for the 2027-2028 fiscal year, Article 8 shall be reopened exclusively for negotiations related to cell increases in the salary schedule.

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

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 three (3) ranges (7.5%) above his/her base rate of pay. Temporary shift assignments (overtime) shall not qualify for the differential. Cover/substitute assignments shall be eligible for the differential when assigned to a graveyard shift for more than seven (7) consecutive working days.

8.3 Employees are eligible for a service increment equivalent to one range upon completion of seven (7) years of service; a second service increment equivalent to one range upon completion of ten (10) years of service; a third service increment equivalent to one range upon completion of fifteen (15) years of service; a fourth service increment equivalent to one range upon completion of twenty (20) years of service; and a fifth service increment equivalent to one range upon completion of twenty-five (25) years of service and a sixth service increment equivalent to one range 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 POST Certificates. An additional salary range (5%) shall be granted to each College Police/Safety Officer who possesses an Intermediate Certificate. An additional salary range (5%) shall be granted to each College Police/Safety Officer who possesses 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 Senior College Officer. 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 Police Dispatcher/Senior Police Dispatcher Certificate Program. 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%) shall be granted to those possessing an Advanced Certificate issued by the Pasadena Area Community College District.

ARTICLE 9 - TRAINING

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

ARTICLE 10 – LUNCH PERIOD

Each employee in the unit who works for a shift of more than five hours shall receive a thirty-minute (30) meal period, shall be subject to call during their thirty-minute (30) meal period, and shall remain within two blocks of the campus or their assigned beat.

ARTICLE 11 – BREAKS

11.1 Each unit member who works four (4) or more consecutive hours shall receive a paid rest break of twenty (20) minutes. Each unit member who works eight (8) or more consecutive hours shall receive a second paid rest period of twenty (20) minutes. Each unit member who works twelve (12) or more consecutive hours shall receive a third paid rest period of twenty (20) minutes. Unit members shall be subject to call during breaks and shall remain within two (2) blocks of the campus or their assignment.

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: \$1100.00 and Dispatchers: \$700.00. 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. The District shall provide and maintain, at its expense, weekly dry cleaning service for all unit members whose positions require the wearing of a uniform. The dry cleaning service shall be used only for District uniforms and shall be only for one uniform and one jacket per week. Employees shall receive their annual uniform and equipment allowance on the December pay warrant. Alternatively, Dispatchers may opt to dress in office attire by waiving the uniform allowance.
- 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 13 - DISCIPLINARY ACTION

- 13.1 Probationary Employees. During the probationary period, an employee is subject to discipline, discharge, or demotion without cause or notice at the sole discretion of the District. The disciplinary and grievance procedures set forth in this Article are applicable only to regular employees.
- 13.2 Regular Employees. Regular employees may be discharged or disciplined subject to applicable statutory provisions as enumerated in 13.3 below. In some cases, an employee's misconduct may result in verbal or written warnings or reprimands, followed by suspension or discharge if repeated. A second reprimand for the same misconduct must be in writing. The District agrees to observe all procedural requirements of the Public Safety Officers Procedural Bill of Rights Act. (Govt. Code § 3300 *et seq.*)
- 13.3 Causes: One or more of the following causes may be grounds for suspension, demotion, or dismissal of any person employed in the classified service.
- a. Incompetency or inefficiency in the performance of the duties of his/her position.
 - b. Insubordination.
 - c. Carelessness or negligence in the performance of duty or in care or use of District property.
 - d. Discourteous, offensive, or abusive conduct or language toward other employees, students or the public.
 - e. Dishonesty.
 - f. Drinking alcoholic beverages on the job, or reporting to work while intoxicated or under the influence of drugs which impair work performance.
 - g. Addiction to the use of narcotics.
 - h. Conduct unbecoming an officer or employee of the District, which has a job-related effect.
 - i. Engaging in political activity during assigned hours of employment.
 - j. Conviction of any crime involving moral turpitude.
 - k. Arrest and conviction for offenses as defined in Education Code Section 87010.
 - l. Repeated unexcused absence or tardiness.
 - m. Abuse of illness leave privileges.
 - n. Use of District vehicles and/or equipment for other than District-related purposes or assignments.
- 13.4 Additional Causes for Discipline:
The parties agree that the following specified acts/omissions do not require progressive discipline prior to proposing disciplinary action.

- a. Willfully deceiving or defrauding the District or knowingly falsifying or withholding any material information supplied to the District, including but not limited to, information required on application forms and employment records.
- b. Appearing for work under the influence of alcoholic beverages on District property. "On District property" shall also include District vehicles or facilities used to conduct District business.
- c. Appearing for work under the effects of controlled substances or restricted dangerous drugs on District property. This prohibition shall not apply to a prescription issued by a state- licensed physician and which the employee is using according to the prescription directions.
- d. Conviction of a sex offense as defined in Education Code Section 87010.
- e. Conviction of a controlled substance offense as defined in Education Code Section 87011.
- f. Willful misuse, destruction or theft of District property, student body property, or the property of an employee or student.
- g. Any willful action that causes harm to District employees, students or the general public.
- h. Collecting sick leave or industrial accident/illness leave pay while working elsewhere for pay during his/her normal schedule work assignment with the District.
- i. Conviction by a court of competent jurisdiction of a felony or a crime of violence or involving moral turpitude while employed by the District. A plea, verdict, or finding of guilty or a conviction following a plea of nolo contendere, is deemed to be a conviction.
- j. Absence from work of five (5) consecutive working days without authorization, permission or good cause.
- k. The uninsurability of an employee to drive a District vehicle when such is a requirement of the employee's position. Upon notification or confirmation by the District's insurance carrier, employees shall not be subject to discipline, except as provided below.
 - 13.4.1 The District shall attempt to reassign the employee within the same class or to a vacant position in a related class not requiring operation of a motor vehicle.
 - 13.4.2 If reassignment is not possible, then the employee may be voluntarily demoted to a vacant position for which the employee meets the minimum qualifications of the new classification.
 - 13.4.3 Any demotion or reassignment to a related but lower classification will result in the employee being paid at the salary range of the new classification.
 - 13.4.4 If the procedures in first two subparagraphs cannot be accomplished, the District may pursue discipline.

13.5 Written Notice:

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

13.6 Informal (Skelly) Hearing:

At the hearing the employee shall be advised of the basis for the disciplinary action, and shall be given the right to respond verbally or in writing to a person in authority to make the final decision regarding the proposed disciplinary action or to recommend what final decision should be made. If the employee's response is heard by a person with authority to recommend, the employee's response shall be fully and fairly communicated to the District authority who makes the decision regarding the proposed action. Within fourteen (14) calendar days after the employee's case is heard, the employee shall be advised in writing of the District's decision and its effective date. The only exceptions to this procedure are: 1) when sworn personnel receive a reprimand, for which the informal hearing represents the final level of review; or 2) when the District believes that the employee's conduct creates a danger to the public, other employees, or the District, or when the employee may be suspended for less than two (2) workweeks. In these cases, a disciplinary suspension may begin before the employee receives a notice of intent and informal hearing.

13.7 Decision:

In cases involving demotion, suspension, and/or termination, notification of disciplinary action shall be as prescribed in Education Code Section 88016. Following the informal hearing described in Article 13.6, when the employee is advised of the District's decision and its effective date, the employee shall also be advised of his/her right to obtain a formal hearing. If the employee desires such a hearing, the employee must submit a written request within seven (7) calendar days after receiving notification of the District's decision. The employee's request shall be submitted on a form provided by the District to the Office of Human Resources. The formal hearing may, but need not, occur prior to initial imposition of discipline.

The burden of proof shall remain with the District. The determination that cause exists for discipline resides solely with the Board.

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

1. The following guidelines shall be used in conducting hearings.
 - a) Oral evidence shall be taken only on oath or affirmation.
 - b) Each party shall have the right to call and examine witnesses; and to introduce exhibits; to cross-examine opposing witnesses; to impeach any witness, regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the accused unit member (Respondent) does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination.
 - c) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admissions of such evidence over objection in civil actions.
 - d) Hearsay evidence may be used for the purpose of supplementing and examining other evidence, but shall not be sufficient standing by itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing.
2. When a hearing has been held before the Board of Trustees, the Board shall retire and deliberate in private to determine whether the charges have been proven at the conclusion of the hearing. If the Board finds that the charges have been proven, it may issue a resolution affirming its decision and ordering implementation of the disciplinary action, including reassignment, a suspension without pay, a demotion or a dismissal. The Board shall announce its decision and the vote of each Board member in public session.
3. When a hearing has been held before an arbitrator/hearing officer, the arbitrator/hearing officer shall issue a written determination on the charges and recommendation regarding the sufficiency of cause to the Board of Trustees. The Board of Trustees shall consider the

recommendation of the hearing officer in closed session, and may issue a resolution sustaining, modifying, or overruling the recommendation. If the Board decision is to modify or overrule the arbitrator/hearing officer's recommendation, the Board shall provide the reason for its decision in writing to the respondent within thirty (30) days. The Board shall announce its decision and the vote of each Board member in public session.

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 already been imposed, the employee shall be entitled to such make-whole relief as the Board of Trustees deems appropriate.
5. Notice of the Board's decision shall be served upon the unit member personally, or by certified mail at his/her last address as shown in the records of the District.

ARTICLE 14 - GRIEVANCE PROCEDURE

- 14.1 A grievance is any complaint, misunderstanding or dispute concerning the interpretation or application of this Agreement. The interpretation or application of District policies, and rules and regulations not specifically incorporated in this Agreement shall be expressly excluded from the definition of a grievance under this Article, provided, however, that employees shall have the right to grieve disciplinary or punitive actions based on an alleged violation of a District policy, rule, or regulation. Performance evaluations shall not be grievable. Grievances concerning the interpretation or application of this Agreement shall be processed in accordance with the procedure set forth in Sections 14.2 through 14.4 below. Grievances concerning disciplinary or punitive action shall be processed in accordance with the procedure referenced in Section 14.5 below.
- 14.2 It is understood and agreed that most problems that might otherwise give rise to grievances can be resolved by an informal, one-on-one discussion between the affected employee and that employee's immediate supervisor, and it is the intent of the parties that the grievance procedure set forth below not be utilized until reasonable attempts have been made, in all appropriate cases, to resolve problems by such informal discussion.
- 14.3 If informal discussion as set forth above is not successful in resolving any complaint, misunderstanding, or dispute as to the interpretation or application of this Agreement, a formal written grievance may be processed in the following manner:

Step 1

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

Step 2

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

Step 3

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

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

Step 4

If the grievant is not satisfied with the reply in Step 3, within fourteen (14) calendar days after the receipt of the written reply, the grievant may request a formal hearing by a review panel. The request for formal hearing shall consist of a written report prepared by the grievant, specifying the act or condition upon which the grievance is based, the action or remedy requested by the grievant for resolution of the grievance, the steps taken to resolve the grievance at the earlier stages of the grievance procedure, and the reasons for a continuation of the grievance process. The report shall also attach a copy of the original written grievance, all written reports issued at the conclusions of Steps 2 and 3 of the grievance procedure, and copies of any documents considered relevant to the grievance. The report shall be delivered to the Assistant Superintendent/VP - Business and Administrative Services, the Chief of Police, and the Assistant Superintendent/Vice President of Human Resources. The Assistant Superintendent/Vice President of Human Resources shall arrange for a hearing before the review panel within fourteen (14) calendar days after receipt of the request. The review panel shall be composed of three voting members that are employees of the District. The three members shall be selected as follows:

1. One to be selected by the Assistant Superintendent/Vice President of Human Resources;
2. One to be selected by the employee registering the grievance;
3. One to be selected by agreement of those appointed in (1) and (2). All persons present at Steps 1 through 3 of the grievance procedure shall be present at the review panel hearing unless excused by mutual agreement of the parties. The grievant and the District may each be represented by a person of their choice.

The District and the grievant may assert the following rights at the review panel hearing:

1. To testify under oath;
2. To compel the attendance of other employees of the District to testify at the hearing;
3. To cross-examine witnesses and employees of the District whose actions are in question or who have investigated any of the matters involved in the hearing and whose reports are offered in evidence before the review panel;
4. To impeach any witness;

5. To present such affidavits, exhibits and other evidence which the review panel deems pertinent to the inquiry;
6. To argue the case.

The review panel in its discretion may exclude witnesses not under examination except the employee and a District representative and their respective counsel or other representative. The hearing before the review panel shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is evidence on which responsible persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. The review panel shall not have the authority to amend, modify, change, add to or 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.

Step 5

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 – 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
 - 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 compensation in the amount equal to which the employee would have been paid for a normal work day at the rate of one and one-half (1 ½) times his or her regular hours of pay.
- 15.4 For a holiday worked outside the employee's regular scheduled workweek, the employee shall receive compensation as set forth in Articles 15.3, 15.5, 15.8, and 6.3.
- 15.5 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 preceding or following the holiday.

- 15.6 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.
- 15.7 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.
- 15.8 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 administered in accordance with Section 15.4 through 15.6 above.
- 15.9 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, must be used within one year of the date it is received, and does not carry over. The unit member shall be permitted to request the substitute holiday if it is requested during the 12 month period. Denials of Sub-Holiday leave shall cause the amount of leave requested to be converted to Vacation and added to a unit member's accrued vacation bank, so long as the unit member has not reached the vacation accrual cap under Article 16.5, in which case the requested leave is retained in the Sub-Holiday bank.

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 $\frac{1}{4}$) 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 $\frac{3}{4}$) 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 the 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 two and one-half (2.5) times his or her annual accrual rate.

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 $\frac{3}{4}$ 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.

ARTICLE 17 - BEREAVEMENT LEAVE

- 17.1 Each employee covered by this Agreement shall be entitled to a leave with pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period not to exceed three (3) consecutive working days, or five (5) consecutive working days if travel out of state or over three hundred (300) miles is required. The immediate family is defined as the husband, wife, son, daughter, mother, father, mother-in-law, father-in-law, brother, sister, grandmother, or grandfather of the employee or the spouse of the employee, or any other person for whom the employee is legally responsible.
- 17.2 Bereavement leave is not applicable when the employee is on an unpaid leave of absence unless the bereavement immediately precedes or immediately follows such absence.
- 17.3 Up to one (1) day off with pay may be granted if it is necessary for an employee to make funeral arrangements or to attend the funeral of close relatives who are not immediate family as defined in Subsection (1) above. Up to one-half (1/2) day with pay may be granted to attend the funeral of a distant relative or a close friend, provided no substitutes for the employee are needed.

ARTICLE 18 - SUBPOENA OR JURY DUTY LEAVE

- 18.1 When an employee covered by this Agreement must be absent because of a mandatory court appearance, except as a litigant, said employee shall suffer no monetary loss by reason of said service.
- 18.2 Fees, exclusive of mileage, paid by the court or party requiring the employee's appearance shall be paid to the District unless the fees are greater than the employee's salary, in which case the employee may retain the fees and be listed as absent because of personal business without pay.
- 18.3 A copy of the subpoena or a certificate of the Clerk of the Court must be filed with the absence report.
- 18.4 An employee who is on jury duty or subpoena leave and who is excused or released from such duty on a day when such employee otherwise would be regularly scheduled to provide services for the District shall, as a condition of receiving compensation from the District under this Agreement, notify his or her supervisor and be prepared to perform work during his or her regular shift if the supervisor directs the employee to report for work and if the excuse from duty would permit the employee to report during at least half of such shift. This provision shall be applicable to employees on swing shift when such employee would be available to perform such services if they were assigned to a day shift.

ARTICLE 19 - MILITARY LEAVE

Military Leave will be granted for active required duty only, which shall include orders to report for military or veterans physical examinations and service in the reserve corps. An employee in permanent status shall receive his or her regular compensation for the first thirty (30) calendar days of such leave if the active required duty falls within the employee's assigned work period. In all other cases, military leave shall be without pay.

ARTICLE 20 - SICK LEAVE

- 20.1 Full-time employees covered by this Agreement shall earn paid sick leave at the rate of one day for each month in which the employee is on paid status for eleven (11) or more working days.
- 20.2 There shall be unlimited accrual of sick leave for all employees covered by this Agreement.
- 20.3 An employee who cannot report for work because of illness or injury shall notify or see that someone else notifies his or her immediate supervisor at the earliest possible opportunity. Such notice shall be given no later than four (4) hours before the employee's scheduled shift except in extreme circumstances.
- 20.4 An employee who is absent in excess of five (5) consecutive days must arrange for his or her attending physician to send a report to the Office of Human Resources stating the nature and anticipated duration of the illness. An employee who is able to anticipate a disability-related leave of absence for which benefits under this Section and related Sections of this Article will be utilized, shall provide the District with advance written notice and arrange for his or her attending physician to send a report to the Office of Human Resources stating the nature and anticipated duration of the illness. Before returning to work, an employee must report to the District Physician with a written statement from the attending physician confirming the employee's ability to return to regular duties as of a specified date. The District may require physician certification of illness and an authorization to return to duty for an absence of less than five (5) consecutive days when the District has reasonable cause to believe that an employee is claiming sick leave for purposes not contemplated by this Section and gives the employee notification that such certification is required.
- 20.5 No employee shall be entitled to sick leave with pay for absences caused by disability arising from sickness or injury purposely self-inflicted or caused by willful misconduct.
- 20.6 When a regular permanent employee is absent from his or her duties on account of illness or accident, whether or not the illness or accident arises out of or in the course of employment, the employee shall be credited with a total of one hundred (100) working days per fiscal year of part-pay sick leave, less the number of accumulated or current sick leave previously used in that fiscal year. Such days of paid sick leave shall be compensated at a rate of fifty percent (50%) of the employee's regular salary. The paid sick leave authorized under this Section shall exclude any other paid leave, holidays, vacation, or compensatory time to which the employee is entitled.
- 20.7 An employee may be granted additional leave without pay not to exceed six (6) months. The employee must submit written request for leave without pay status to the Director of the

Department. Upon recovery, the employee shall present written evidence satisfactory to the District Physician of being released for return to duty. The employee shall be restored to a position within the class to which he or she was assigned.

- 20.8 If, at the conclusion of all applicable leaves of absence and after all attempts to reasonably accommodate the job to the employee's known handicap, the employee is still unable to assume the duties of his or her position, he or she shall be placed on a reemployment list for a period of thirty-nine (39) months.
- 20.9 An employee who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.
- 20.10 Disabilities associated with pregnancy, childbirth or related medical conditions shall be treated as any other temporary disability. In addition, employees shall be entitled to utilize accrued vacation and compensatory time off for disabilities covered under this Section.
- 20.11 Unit members can use sick leave to bond with a new child in accordance to Education Code § 88207.5, based on the following: (1) a biological parent using the leave within the first year of his or her infant's birth; and (2) a non-biological parent using the leave within the first year of legally adopting a child.

ARTICLE 21 - PERSONAL NECESSITY LEAVE

- 21.1 Employees entitled to accrue sick leave benefits under this Agreement shall have the right to utilize unused sick leave for reasons relating to personal necessity and the following purposes:
- a. The death of a member of the employee's immediate family when the number of days of absence exceeds the limit provided in the Bereavement Policy. Members of the employee's immediate family as used in this Section means the husband, wife, son, daughter, father, mother, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren of the employee or of the spouse of the employee, son-in-law, daughter-in-law, or any relative living in the immediate household of the employee or any other person for whom the employee is legally responsible.
 - b. An accident involving the employee's person not otherwise chargeable to an illness or injury leave or to an industrial illness leave. Such accident must be serious in nature, involve circumstances the employee cannot reasonably be expected to disregard, require the attention of the employee during the assigned hours of service, and cannot be attended to during non-duty hours.
 - c. An accident involving the employee's property or the person or property of a member of the employee's immediate family. Member of the employee's immediate family is defined in paragraph (a) above. Such accident must be serious in nature, involve circumstances the employee cannot reasonably be expected to disregard, require the immediate attention of the employee during his or her assigned hours of service, and cannot be attended to during non-duty hours.
 - d. An appearance of the employee in court as a litigant or as a witness under an official order. The employee must return to work in cases where it is not necessary for the employee to return to court following a lunch period.
 - e. An illness of a member of the employee's immediate family as defined in paragraph (a) above, serious in nature which, under the circumstances, the employee cannot reasonably be expected to disregard and which requires the attention of the employee during assigned hours of service.
 - f. The birth of a child making it necessary for an employee who is the father of the child to be absent during his assigned hours of service.
 - g. Imminent danger to the home of an employee occasioned by a factor such as fire or flood, serious in nature which, under the circumstances, the employee cannot normally be expected to disregard and which requires the attention of the employee during assigned hours of service.

- h. Personal business of a nature that cannot be transacted outside of assigned working hours for which there is no alternative as to person, time, or place for its transaction.
- 21.2 The total number of unused days of sick leave allowed in a fiscal year for Personal Necessity Leave shall not exceed seven (7) days.
- 21.3 The days allowed for Personal Necessity Leave shall be deducted from and may not exceed the number of full days of accrued sick leave to which the employee is entitled.
- 21.4 Personal Necessity Leave shall not be granted during a scheduled vacation or leave of absence.
- 21.5 Payment for absence shall be made only upon certification by the Chief of Police that the absence was because of a situation designated as a personal necessity within the meaning of Section 21.1 of this article. The employee shall complete the Employee Absence Report and state the nature of such necessity.
- 21.6 Personal Necessity Leave may not be used for participation in a work stoppage or any activity that is contrary to law.

ARTICLE 22 - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

- 22.1 An employee who suffers an industrial accident, illness or injury incurred in the course and scope of employment, shall be entitled to a leave of absence with pay for not more than sixty (60) days in any one fiscal year for any one such accident, illness or injury. Paid leave of absence under this Section shall cover days during which the District is in session or when the employee would otherwise be required to work. Utilization of such leave shall be subject to the conditions set forth in Sections 22.2 through 22.14 below.
- 22.2 A "Report of Employee Injury" form, available in the office of the VP for Administrative Services, must be prepared at once. In addition, an employee shall when physically able, immediately report any job-related injury or accident within one (1) workday to his or her immediate supervisor or any appropriate administrator. An employee shall, when physically able, immediately report any job-related illness to his or her immediate supervisor or an appropriate administrator within one (1) workday of knowledge that the illness is job related.
- 22.3 Such leave shall not be cumulative from year to year.
- 22.4 Such leave will commence from the first day of absence because of a verified industrial accident or illness.
- 22.5 Payment for any leave associated with industrial illness, injury or accident shall not, when added to any benefits paid to the employee under the Workers' Compensation laws of California, exceed the employee's normal daily rate of compensation.
- 22.6 The amount of leave will be reduced by one day for each day of authorized absence regardless of any Worker's Compensation award to the employee.
- 22.7 The continuation of authorized absence into a subsequent fiscal year shall not be deemed to extend or increase the sixty (60) days of leave available for such industrial accident or illness.
- 22.8 Utilization of such leave shall be subject to the employee's submission of a physician's certification of illness or injury and the effects thereof. Such certification shall be made by a physician satisfactory to the District provided that, if the District designates such physician, it shall be responsible for the reasonable cost of the examination required for such certification.
- 22.9 Leave with pay because of industrial accident or illness shall first be charged to this sixty-day (60) leave provision before an employee is required to utilize any accumulated sick leave. If an employee is still absent from work as a result of the same accident after sixty (60) days, the employee will then be entitled to utilize accrued sick leave provided under Article 20 herein, including half-pay sick leave provided under Section 20.6 herein. After all sick leave has been used, the employee may elect to supplement Worker's Compensation with accrued vacation or compensatory time off.

- 22.10 If a leave with pay for injury or illness has been charged to an employee's accumulated sick leave, and if it is subsequently determined that the employee was injured while acting in the course and scope of his or her employment, all such leave previously charged to sick leave shall instead be charged to any remaining balance of such employee's industrial accident or illness leave before any further charges are made against the employee's accumulated sick leave.
- 22.11 During all paid leaves of absence, whether sixty-day (60) industrial accident leave, sick leave, vacation, compensatory time off, or other available leave in connection with an industrial accident or illness, the employee shall endorse to the District any checks received under the Workers' Compensation laws of California. Upon receipt of the endorsed check, the District shall issue the employee appropriate salary warrants for the employee's salary and shall deduct normal retirement and other authorized contributions.
- 22.12 The governing board may by rule or regulation provide for such additional leave of absence for industrial accident or illness as it deems appropriate. Requests for additional leave shall be submitted through the Office of Human Resources. District approval or denial of additional leave of absence shall not be subject to the grievance procedure.
- 22.13 An employee shall be entitled to return to service after an industrial accident or illness leave involving a temporary disability award only upon presentation of a release from a District-authorized physician certifying the employee's ability to return to his or her position without restriction and without detriment to the employee's physical or emotional well-being.
- 22.14 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to resume the duties of his/her position, the employee shall, if not placed in another position with the District, be placed on a reemployment list for a period of thirty-nine (39) months. When available during the 39-month period, the employee shall be employed in a vacant position in the class of the employee's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with the appropriate seniority requirements. Any employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

ARTICLE 23 - FAMILY AND MEDICAL LEAVE

Family and Medical Care Leave. As required by State and Federal law, the District will provide family and medical care leave for eligible employees.

ARTICLE 24 - BREAK IN SERVICE/CHANGE IN TYPE OF LEAVE

- 24.1 An employee's absence under any of the paid leave provisions of this Agreement shall not be considered a break in service, and the employee shall continue to accrue all seniority and benefits for which he or she is otherwise eligible.
- 24.2 An employee who is on an approved unpaid leave of absence for one year or less or whose employment is terminated voluntarily or by layoff and who returns to employment with the District within thirty-nine (39) months of such termination or layoff shall not be credited for the accrual of any benefits or seniority during the period of such leave, termination or layoff.
- 24.3 The Director of the Department may in his/her sole and absolute discretion grant an employee's request to change from one type of paid leave to another where the employee has provided advance written notice and certification of the reasons for such change.

ARTICLE 25 - HEALTH AND WELFARE

- 25.1 During the term of this Agreement, the District will provide health, dental, life, and vision care insurance under its current plans or such alternative plans as it may designate to eligible full-time employees assigned to work at least seventy-five percent (75%) time at a monthly salary rate provided, however, that the District shall not be obligated to make premium contributions for each employee in excess of the rates in effect on June 30, 2009. Any increase in the cost of maintaining benefits under the plans shall be paid by each covered employee in the manner determined by the District. Notwithstanding the above, the District may, in its sole and absolute discretion, elect to pay all or a portion of any increase in insurance premiums. In such case, the cap on the District's premium obligation shall be adjusted to the level voluntarily assumed by the District, but the District shall be under no obligation whatsoever to assume the cost of any future premium increases.
- 25.2 Each employee bears the responsibility for meeting all requirements for eligibility in any plans sponsored by the District and for properly completing all employment and application forms.
- 25.3 No premiums shall be paid by the District for health, dental, life, or income protection insurance coverage for employees on unpaid leave except as provided for in Article 23. An employee on an approved unpaid leave may continue coverage in the District-sponsored health, dental and life insurance plans for up to twelve (12) months by preparing a personal check or money order payable to the District for the full amount of the monthly contributions which indicates the coverage and month for which payment is being made and transmitting the check or money order to the District Fiscal Services to be received on or before the fifth (5th) calendar day of the month of coverage.
- 25.4 Employees on unpaid sick leave may continue health, dental and life insurance for as long as the District indicates the employee is eligible for reemployment. In order to continue such insurance, the employee must transmit monthly contributions to the District in the manner set forth in Section 25.3 above.
- 25.5 In lieu of District coverage for an individual's health insurance plan (for those with dual coverage) the District will provide during a ten-(10) month period an amount equal to one-half (1/2) the cost of an individual premium of the District's lowest-cost health plan for each member electing this option provided that:
1. This option may be selected only during the open enrollment period for health insurance or at the time of initial employment.
 2. Requests to change to health insurance coverage from the cash option may be made only during the open enrollment period.

3. Cash benefits provided under this plan must comply with Internal Revenue Service Section 125.
4. Those choosing this option must submit evidence of coverage and sign a form provided by the Benefits Office in Fiscal Services.
5. If this option is chosen, District-paid medical insurance coverage will be canceled effective October 1 of the year of the election of this option and will be available again only at the next regular open enrollment period.

ARTICLE 26 - BENEFITS FOR EMPLOYEES WHO RETIRE UNDER THE TERMS OF THIS AGREEMENT

26.1 Medical/Dental Insurance:

- a. Eligible retirees may elect to continue coverage under District-sponsored medical and dental plans on the same terms, including District-paid premium contributions, as coverage is offered to full-time employees of the District, through the month in which the retiree reaches age sixty-five (65).
- b. In order to be eligible for this benefit, the retiree must meet the following criteria:
 1. Must have retired from District employment under the Public Employee's Retirement System (PERS) or the State Teachers Retirement System (STRS).
 2. Must be at least fifty-five (55) years of age at the time of retirement.
 3. Must have completed at least fourteen (14) years of service with the District.
 4. Must have been eligible to receive District-sponsored medical and dental benefits in his/her last full year of employment.
 5. Must be eligible for coverage under the District's medical and dental plans.
- c. If, following retirement, the retiree ceases to be eligible for receipt of retirement benefits under PERS or STRS, the benefit described in this Article will also cease.
- d. Early retirees who have not been employed by the District fourteen (14) years but who have completed a minimum of five (5) years of service may elect to retain group coverage under the District-sponsored medical and dental plans by paying the monthly premiums to the District. Such premiums must be received by the District by the first day of the month for coverage during that month.
- e. For retirees who satisfy conditions 1 and 3 of paragraph B of this Article, and who have attained the age of sixty-five (65), the District will pay \$1,440 annually, intended to help cover the cost of Medicare supplementary insurance.

ARTICLE 27 – LAYOFFS

- 27.1 Whenever an employee covered by this Agreement is laid off for lack of work or lack of funds, affected employees shall be given notice of layoff as follows:
- 27.1.1 When classified positions must be eliminated as a result of the expiration of a specially funded program, the District shall notify the affected employee(s) in writing no later than sixty (60) days prior to any anticipated layoffs.
- 27.1.2 When classified positions must be eliminated due to a reduction in services or lack of funds other than those of a specially funded program, the Superintendent shall notify the affected employee(s) and Board of Trustees in writing not later than March 15th of the college year. The layoff shall proceed in accordance with Education Code Section 88017.
- 27.1.3 Notice of termination shall be given on or before May 15th of the college year with final notice of the Board's determination, unless extended by a continuance. The layoff shall be effective the last workday for that position of the college year. If the governing board of the community college does not give notice of termination as required by law, a permanent employee shall be deemed reemployed for the ensuing college year.
- 27.2 All employees in an acting capacity shall be laid off first before any probationary employees are laid off.
- 27.3 Any probationary employee who had permanency in another class covered by this Agreement shall be returned to the class in which permanency was attained, replacing the last person hired in that class with less seniority. All probationary employees in a class shall be laid off before any permanent employee in the class is laid off.
- 27.4 The order of layoff within the class shall be determined by the total number of hours worked. The employee, who has worked the least number of hours in class, plus higher classes, shall be laid off first. Re-employment shall be in reverse order of layoff so that employees with highest seniority shall be re-hired first. Hours worked shall not be interpreted to mean any service performed prior to entering into probationary status or to any hours worked on over-time. Subsequent layoffs shall continue in that order.
- 27.5 Employees laid off have displacement rights (which must be calculated for each individual). The first right is to move into the position occupied by the employee with the least seniority in class. If the person laid off is least senior in the affected class, that person may displace into a lower class in which he or she had attained permanency, displacing the least senior in the class.

- 27.6 A re-employment list shall be established and maintained for thirty-nine (39) months. Names of employees laid off from the District shall be placed on the list in reverse order of layoff. Employees who have accepted voluntary reduction in hours or classification shall have an additional twenty-four (24) months (for a total of sixty-three (63) months) of reemployment rights.
- 27.7 Employees on the reemployment list must be willing to accept reemployment in class within five (5) days after notification of the offer. If the offer is declined, the next person on the list shall be called. An employee may decline three (3) offers of reemployment. After the third refusal, no additional offers need be made unless the employee requests, in writing, that he or she wishes to be reactivated.
- 27.8 When an employee accepts reemployment, absence because of layoff shall not constitute a break in service.

ARTICLE 28 - COMPUTER LOAN PROGRAM

28.1 Eligible employees are all regular monthly employees employed with PCC for one year and eligible for benefits. The maximum loan amount is \$4000. There can be only one outstanding loan. The initial loan must be repaid in full before a subsequent loan can be processed. The maximum repayment period is 2 years. There is no interest charged for this loan. The repayment method is through payroll deduction. A promissory note must be executed by the employee prior to funds being released to the vendor.

ARTICLE 29 - MISCELLANEOUS

29.1: Reclassification

29.1.1. Classification: Each position in the bargaining unit shall have a "classification," which includes a designated title, a regular minimum number of assigned hours, a specific statement of the duties required to be performed by the employees in each such position ("class description" or "job description"), and the regular monthly salary ranges for each such position. All positions are classified on the basis of the actual duties assigned to the position rather than the person performing the duties. The "class description" provides an objective means of assignment of title and range and furnishes a tangible basis for comparison with similar positions found in other organizations.

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

29.1.3 Reclassification Process: Reclassification requests will initiate a review in order to determine whether the position should be reclassified. The employee may be visited at the work site, and the total assignment will be reviewed by the Reclassification Committee, including a meeting with the employee and the supervisor.

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

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

ARTICLE 30 - SAVINGS

- 30.1 In the event that any provision of this Agreement shall at any time be declared invalid by the final judgment of any administrative agency or court of competent jurisdiction, such decision shall not invalidate any other provision of this Agreement, and all remaining provisions shall remain in full force and effect.
- 30.2 The term "District" and "District Management," as utilized in this Agreement, shall be deemed to be synonymous and shall, as appropriate, include the District as an entity, the Board of Trustees, the President/Superintendent, and all other members of District Management, including management at the level of the work site.
- 30.3 The inclusion within this Agreement of any matter not within the scope of representation pursuant to California Government Code, Section 3543.2, is without precedent as to any future positions by the District concerning the negotiability or non-negotiability of such matter, and the District expressly reserves the right to refuse or negotiate or renegotiate any written agreement on matters determined to not be within the scope of representation pursuant to California Government Code, Section 3543.2.
- 30.4 The parties agree that it is to their mutual benefit to encourage the resolution of differences through the process provided by this Agreement. Therefore, it is agreed that PCCPOA will support this Agreement for its term and will not appear before any public body or bodies to seek change or improvement in any matter subject to the meet-and-negotiate process, except by mutual written agreement of the District and the PCCPOA.

ARTICLE 31 - CONCERTED ACTIVITIES

- 31.1 The parties and all employees covered by this Agreement understand and fully agree that the primary mission of the District is the education of students, and that any form of concerted activity, work stoppage, or other deliberate interference with the operations of the District is inconsistent with the mission of the District and potentially harmful to the students being educated within the District. Accordingly, PCCPOA, its agents and the employees it represents agree that there shall be no strike, work stoppage, or any other concerted interference with operations, or any picketing, or any refusal to enter upon any District premises for any reason whatsoever during the term of this Agreement.
- 31.2 PCCPOA recognizes and agrees that it has a duty and obligation to the District and to the students being educated within the District to actively and affirmatively advise and direct any employee engaging in any form of concerted activity or advocating any form of concerted activity to immediately cease such action.
- 31.3 Any employee who participates in any activity prohibited by this Article shall be subject to immediate discharge or such discipline as the District shall determine.
- 31.4 If PCCPOA or any of its agents or the employees represented by it engage in, cause, instigate, encourage, condone, or ratify any strike, work stoppage, or any other form of concerted interference with the operations of the District, picketing, or refusal by employees to enter upon the District's premises, the District may, in its discretion, suspend and withdraw any and all privileges and/or services provided to PCCPOA by this Agreement or by any District policy, rule or regulation.
- 31.5 PCCPOA, its agents and the employees represented by it further understand and agree that there shall be no strike, slowdown, stoppage of work, or any acts of any nature, including picketing, that tend to interfere with the operations of the District or of any other governmental agency or body, whether such acts be related to sympathy with another group of employees or employee organization wholly within the District.
- 31.6 The inclusion of this Article in this Agreement shall in no way be deemed to preclude or stop the District from seeking any form of legal relief to which it may be entitled during the term of this Agreement or at any other time.

ARTICLE 32 - EFFECTS OF AGREEMENT

- 32.1 It is the intention of the parties that this Agreement set forth the full and entire understanding of the parties regarding all matters set forth herein. Any prior or existing understanding or agreements by or between the parties, whether formal or informal, any and all existing District policies regarding the matters set forth herein, except to the extent specifically incorporated herein, are hereby superseded and terminated in their entirety as to the employees in this unit.
- 32.2 Except as set forth by the term of this Agreement, nothing herein shall be construed to limit, or decrease, or modify the rights of employees under the California Education Code or California Government Code Section 3300 et seq. (the Peace Officers Bill of Rights).
- 32.3 The procedures specified in Article 13.8 above shall be deemed to satisfy the administrative hearing requirements of California Government Code Section 3300 et seq. (the Peace Officers Bill of Rights).
- 32.4 Unless otherwise specifically provided herein, it is agreed and understood that each party hereto voluntarily waives and unqualifiedly relinquishes its right to meet and negotiate with respect to any subject, or matter covered herein, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they met and negotiated this Agreement, and even though any such subject or matter was proposed and later withdrawn.
- 32.5 Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties unless made and executed in writing by all parties hereto.

ARTICLE 33 – TERM

- 33.1 This agreement shall be effective July 1, 2025, and shall expire and otherwise be fully terminated at 12:00 midnight on June 30, 2028.
- 33.2 The terms of this agreement shall be a three-year contract. The Parties agree that the terms and conditions set forth in the provisions of this Agreement shall be in full settlement of all issues and items which have been negotiated, and shall have no further obligation to meet and negotiate during the term of this Agreement, except due to those District, legislative, or legal decisions causing effects to the bargaining unit, or by written mutual consent.
- 33.3 All members shall have available an electronic version of this Agreement on the District's website.

COLLECTIVE BARGAINING AGREEMENT
between the
PASADENA AREA COMMUNITY COLLEGE DISTRICT
and
PASADENA CITY COLLEGE POLICE OFFICERS ASSOCIATION
July 1, 2025 – June 30, 2028

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

PASADENA AREA COMMUNITY
COLLEGE DISTRICT



Robert Blizinski
Assistant Superintendent /
Vice President, Human Resources

POLICE OFFICERS ASSOCIATION



Michael De Spain
POA President

APPENDICES

Appendix A	Official Classified Monthly Salary Schedule
Appendix B	Grievance Report Form
Appendix C	Catastrophic Illness/Injury Leave Donation Plan

APPENDIX A



**Pasadena Area Community College District
 Official Classified Monthly Salary Schedule
 Effective July 1, 2025
 Peace Officers Association**

Range	Classification
52	Clery, Records, and Training Specialist
54	Environmental Health and Safety Officer
37	Parking and Security Officer
37	Parking Equipment Technician
38	Police Dispatcher
53	Police Officer
42	Police Trainee
32	Safety Clerk/Dispatcher
42	Senior Dispatcher
55	Senior Police Officer

Range	A	B	C	D	E	F
31	\$3,973.96	\$4,172.73	\$4,381.36	\$4,600.42	\$4,830.39	\$5,071.92
	\$22.93	\$24.07	\$25.28	\$26.54	\$27.87	\$29.26
32	\$4,073.37	\$4,277.01	\$4,490.83	\$4,715.42	\$4,951.16	\$5,198.73
	\$23.50	\$24.68	\$25.91	\$27.20	\$28.56	\$29.99
33	\$4,172.73	\$4,381.36	\$4,600.42	\$4,830.39	\$5,071.92	\$5,325.54
	\$24.07	\$25.28	\$26.54	\$27.87	\$29.26	\$30.72
34	\$4,276.36	\$4,490.13	\$4,714.66	\$4,950.38	\$5,197.94	\$5,457.81
	\$24.67	\$25.90	\$27.20	\$28.56	\$29.99	\$31.49
35	\$4,380.66	\$4,599.71	\$4,829.63	\$5,071.13	\$5,324.75	\$5,590.94
	\$25.27	\$26.54	\$27.86	\$29.26	\$30.72	\$32.26
36	\$4,490.83	\$4,715.42	\$4,951.16	\$5,198.73	\$5,458.66	\$5,731.62
	\$25.91	\$27.20	\$28.56	\$29.99	\$31.49	\$33.07
37	\$4,599.71	\$4,829.63	\$5,071.13	\$5,324.75	\$5,590.94	\$5,870.48
	\$26.54	\$27.86	\$29.26	\$30.72	\$32.26	\$33.87
38	\$4,715.42	\$4,951.16	\$5,198.73	\$5,458.66	\$5,731.62	\$6,018.19
	\$27.20	\$28.56	\$29.99	\$31.49	\$33.07	\$34.72
39	\$4,829.63	\$5,071.13	\$5,324.75	\$5,590.94	\$5,870.48	\$6,164.04
	\$27.86	\$29.26	\$30.72	\$32.26	\$33.87	\$35.56
40	\$4,951.16	\$5,198.73	\$5,458.66	\$5,731.62	\$6,018.19	\$6,319.08
	\$28.56	\$29.99	\$31.49	\$33.07	\$34.72	\$36.46
41	\$5,071.13	\$5,324.75	\$5,590.94	\$5,870.48	\$6,164.04	\$6,472.27
	\$29.26	\$30.72	\$32.26	\$33.87	\$35.56	\$37.34
42	\$5,198.73	\$5,458.66	\$5,731.62	\$6,018.19	\$6,319.08	\$6,635.01
	\$29.99	\$31.49	\$33.07	\$34.72	\$36.46	\$38.28

Pasadena City College – Human Resources Office – POA
 1750 East Colorado Boulevard – Pasadena, CA 91106-2003 – 626.585.7388
 2.3% Increase effective July 1, 2025 and Board approved May 13, 2025
 Schedule - P

Range	A	B	C	D	E	F
43	\$5,324.75	\$5,590.94	\$5,870.48	\$6,164.04	\$6,472.27	\$6,795.87
	\$30.72	\$32.26	\$33.87	\$35.56	\$37.34	\$39.21
44	\$5,458.66	\$5,731.62	\$6,018.19	\$6,319.08	\$6,635.01	\$6,966.85
	\$31.49	\$33.07	\$34.72	\$36.46	\$38.28	\$40.19
45	\$5,591.82	\$5,871.38	\$6,165.00	\$6,473.25	\$6,796.90	\$7,136.78
	\$32.26	\$33.87	\$35.57	\$37.35	\$39.21	\$41.17
46	\$5,731.62	\$6,018.19	\$6,319.08	\$6,635.01	\$6,966.85	\$7,315.12
	\$33.07	\$34.72	\$36.46	\$38.28	\$40.19	\$42.20
47	\$5,871.38	\$6,165.00	\$6,473.25	\$6,796.90	\$7,136.78	\$7,493.58
	\$33.87	\$35.57	\$37.35	\$39.21	\$41.17	\$43.23
48	\$6,018.19	\$6,319.08	\$6,635.01	\$6,966.85	\$7,315.12	\$7,680.91
	\$34.72	\$36.46	\$38.28	\$40.19	\$42.20	\$44.31
49	\$6,165.00	\$6,473.25	\$6,796.90	\$7,136.78	\$7,493.58	\$7,868.24
	\$35.57	\$37.35	\$39.21	\$41.17	\$43.23	\$45.39
50	\$6,319.08	\$6,635.01	\$6,966.85	\$7,315.12	\$7,680.91	\$8,064.96
	\$36.46	\$38.28	\$40.19	\$42.20	\$44.31	\$46.53
51	\$6,473.25	\$6,796.90	\$7,136.78	\$7,493.58	\$7,868.24	\$8,266.62
	\$37.35	\$39.21	\$41.17	\$43.23	\$45.39	\$47.69
52	\$6,635.01	\$6,966.85	\$7,315.12	\$7,680.91	\$8,064.96	\$8,473.27
	\$38.28	\$40.19	\$42.20	\$44.31	\$46.53	\$48.88
53	\$6,796.90	\$7,136.78	\$7,493.58	\$7,868.24	\$8,266.62	\$8,685.12
	\$39.21	\$41.17	\$43.23	\$45.39	\$47.69	\$50.11
54	\$6,966.85	\$7,315.12	\$7,680.91	\$8,064.96	\$8,473.27	\$8,902.22
	\$40.19	\$42.20	\$44.31	\$46.53	\$48.88	\$51.36
55	\$7,136.78	\$7,493.58	\$7,868.24	\$8,266.62	\$8,685.12	\$9,124.77
	\$41.17	\$43.23	\$45.39	\$47.69	\$50.11	\$52.64
56	\$7,315.12	\$7,680.91	\$8,064.96	\$8,473.27	\$8,902.22	\$9,352.90
	\$42.20	\$44.31	\$46.53	\$48.88	\$51.36	\$53.96
57	\$7,493.58	\$7,868.24	\$8,266.62	\$8,685.12	\$9,124.77	\$9,586.72
	\$43.23	\$45.39	\$47.69	\$50.11	\$52.64	\$55.31
58	\$7,680.91	\$8,064.96	\$8,473.27	\$8,902.22	\$9,352.90	\$9,826.42
	\$44.31	\$46.53	\$48.88	\$51.36	\$53.96	\$56.69
59	\$7,868.24	\$8,266.62	\$8,685.12	\$9,124.77	\$9,586.72	\$10,072.07
	\$45.39	\$47.69	\$50.11	\$52.64	\$55.31	\$58.11
60	\$8,064.96	\$8,473.27	\$8,902.22	\$9,352.90	\$9,826.42	\$10,323.86
	\$46.53	\$48.88	\$51.36	\$53.96	\$56.69	\$59.56

Pasadena City College – Human Resources Office – POA
1750 East Colorado Boulevard – Pasadena, CA 91106-2003 – 626.585.7388
2.3% Increase effective July 1, 2025 and Board approved May 13, 2026
Schedule - P

APPENDIX B

Pasadena City College Police Officers Association

**GRIEVANCE REPORT FORM
STEP 1**

Name of grievant _____

Date grievance filed _____

Current assignment of grievant _____

Specific article(s) and provision(s) of the Agreement allegedly violated, misapplied or misinterpreted by the District: _____

Statement of grievance (must be clear and concise indicating all circumstances involved and any decision at the Informal level):

Remedy sought: _____

Grievant's Signature

Grievant's Representative
(if applicable)

Date received by the immediate supervisor . Distribution: Grievant; Association

Pasadena City College Police Officers Association

GRIEVANCE REPORT FORM

RESPONSE AT STEP 1

Name of grievant _____

Date grievance filed _____

Name of immediate supervisor _____

Decision of immediate supervisor and reason(s) therefore:

Immediate Supervisor's Signature

Date
Distribution: Grievant; Association

Pasadena City College Police Officers Association

GRIEVANCE REPORT FORM

STEP 2

Name of grievant _____

Date Step 2 filed _____

Statement of reasons for appeal of decision to Step 2 (must attach copy of original grievance and copy of decision at Step 1, if any):

Grievant's Signature

Grievant's Representative
(if applicable)

Date received by the President or designee _ Distribution: Grievant; Association

Pasadena City College Police Officer Association

GRIEVANCE REPORT FORM

RESPONSE AT STEP 2

Name of grievant _____

Date Step 2 filed _____

Name of appropriate Vice President/Dean _____

Decision of appropriate Vice President/Dean or designee and reason(s) therefore:

Appropriate Vice President/Dean or Designee's Signature

Date

Distribution: Grievant; Association

Pasadena City College Police Officers Association

GRIEVANCE REPORT FORM

STEP 3

Name of grievant _____

Date Step 3 filed _____

Statement of reasons for appeal of decision to Step 3 (must attach copy of original grievance and copy of decision at Step 2, if any)

Grievant's Signature

Grievant's Representative
(if applicable)

Date received by the President or designee _ Distribution: Grievant; Association

Pasadena City College Police Officers Association

GRIEVANCE REPORT FORM

RESPONSE AT STEP 3

Name of grievant _____

Date Step 3 filed _____

Decision of President or designee and reason(s) therefore:

President or Designee's Signature

Date

Distribution: Grievant; Association

Pasadena City College Police Officers Association

GRIEVANCE REPORT FORM

STEP 4

Name of grievant _____

Date Step 4 filed _____

Statement of reasons for appeal of decision to Step 3 (must attach copy of original grievance and copy of decision at Step 2, if any)

Grievant's Signature

Grievant's Representative
(if applicable)

Date received by the President or designee _ Distribution: Grievant; Association

Pasadena City College Police Officers Association

GRIEVANCE REPORT FORM

RESPONSE AT STEP 4

Name of grievant _____

Date Step 4 filed _____

Decision of President or designee and reason(s) therefore:

President or Designee's Signature

Date

Distribution: Grievant; Association

APPENDIX C

Pasadena Area Community College District Catastrophic Illness/Injury Leave Donation Plan

I. ABOUT THE PLAN

The purpose of this plan is to permit an employee, if he or she or a dependent member of his/her immediate household has a catastrophic illness or injury to solicit individual donations of vacation and/or sick leave from fellow employees or to request the use of catastrophic leave days from the Leave Bank. The intent is:

- A. to ensure that the employee continues to receive medical benefits during the catastrophic illness or injury period, and
- B. to enable the employee to continue receiving the regular salary.

Catastrophic leave is not intended to replace other options available to an employee or dependent whose illness or injury continues after a year of such leave, except in limited circumstances, as pre-approved under this plan.

II. DEFINITIONS/BASIC PRINCIPLES

- A. **Catastrophic Illness or Injury:** As defined in AB 2114, a catastrophic illness or injury is one that is expected to incapacitate the employee or a dependent in his or her household for an extended time off work, and creates a financial hardship for the employee because he or she has exhausted all full-pay sick leave and other paid time off. Examples include life threatening injury or illness, cancer, AIDS, heart surgery, stroke, etc.
- B. **CII Committee:** The Catastrophic Illness/Injury Committee is comprised of representatives from PCCFA (1), ISSU (1), CSEA 777 (1), POA (1), Confidential employees (1), and the Management Association (1), and chaired by the Dean of Human Resources as a nonvoting member. These members will be appointed each academic year and will be available to consider requests within five (5) working days of a request for leave being received.
- C. **Call for Donations:** A District solicitation for donations of leave to either an individual employee or to the Leave Bank.
- D. **Duration:** Per AB 2114, all donated leave is available for a maximum of twelve (12) months.
- E. **Extension:** In unusual circumstances and upon request to the CII Committee, an additional one (1) year of leave use may be considered.
- F. **Grievances:** Nothing in this plan is grievable.
- G. **Individual Requests:** Employees meeting conditions of this plan may ask the Office of Human Resources to solicit donations from eligible, participating employees, including employees expected to retire or retire within the ensuing fiscal year.
- H. **Irrevocability:** Once leave is donated, the donor cannot retrieve any portion of the donated leave.
- I. **Leave:** Vacation or sick leave accrued to the donating employee. A donating employee must retain no fewer than 30 days of sick leave on record (after the donation) to be eligible to donate sick leave days. There is no limitation on the number of days of vacation leave which an employee may donate.
- J. **Leave Bank:** Unused donated days revert to the Leave Bank for use by other catastrophically ill or injured employees. Employees may also donate days specifically to a Leave Bank, when the

District solicits such days. The Leave Bank permits those employees who do not wish to request individual donations to use donated leave privately and anonymously.

- K. Medical Determinations: AB 2114 requires that the District determine that the employee is unable to work due to a catastrophic illness or injury which affects a major life function as defined by the Americans with Disabilities Act (ADA).
- L. Medical Verifications: AB 2114 requires medical verification of catastrophic illness or injury from a physician at no cost to the District.
- M. Requests: AB 2114 specifies that an employee who is suffering from a catastrophic illness or injury or the employee's representative (authorized in writing) must request catastrophic leave. Donations cannot be accepted or approved without this request.

III. PROCESS FOR EMPLOYEES OR QUALIFYING DEPENDENTS (AS DEFINED IN II.A.) SUFFERING FROM A CATASTROPHIC ILLNESS OR INJURY

An employee requesting catastrophic leave needs to follow this process and meet these guidelines:

- A. To be eligible for catastrophic leave an employee must have:
 - 1. used all forms of paid leave (full-pay sick leave, PNL, vacation, or compensatory time) except for 50% sick leave, and
 - 2. been incapacitated or absent for no fewer than 30 consecutive calendar days.
- B. The employee submits a letter to the Dean of Human Resources requesting catastrophic leave. Someone authorized in writing by the donee may also file the request. The request must include the following:
 - 1. a statement indicating whether the employee wishes to use days in the Leave Bank anonymously or to solicit donations specifically for his/her need,
 - 2. medical verification of the catastrophic illness or injury (the District may require additional medical verification from a physician selected by the District and at the expense of the District), and
 - 3. it is the responsibility of the employee or his/her authorized representative to submit sufficient information (as required by this plan) to the CII Committee for approval; insufficient information may be grounds for denial.
- C. As required in AB 2114, the District determines that the employee is unable to work due to the catastrophic illness or injury.
- D. Once that determination is made, the Dean of Human Resources will convene the CII Committee and submit the employee request to the Committee with the appropriate information. The Committee will only be provided the name of the requesting employee if the requester has authorized that disclosure in writing. The CII Committee will review the request and, if appropriate, approve it. The Dean will notify the requesting employee in writing of the decision of the CII Committee.
- E. Employees may use donated days as half or whole days. Days may be used retroactively. There are two choices for the use of donated days as half-days:
 - 1. half-day (using 50% sick leave) plus half-day donated leave equals full pay

- 2. half-day donated leave only resulting in full-health benefits coverage and half day (for use after 50% sick leave is exhausted)
- F. Employees must use all donated leave within a 12-month period after the leave is credited to them. Leave days will be placed in a special donated leave account for the requesting employee for up to one year. After one year of CII Leave, and in unusual circumstances, if an employee requests additional leave, he/she follows the process in items 1-3 above. As a part of the medical determination, the District will seek appropriate medical opinion concerning the employee's or dependent's anticipated recovery date.
- G. If the employee returns to work and has a reoccurrence of the same or related catastrophic illness or injury occurs within one year of the date the employee returned to work, the unused donated days will revert to the District's Leave Bank.
- H. Days donated to a specific individual for a specified catastrophic illness or injury may be used only for that illness or injury. A different catastrophic illness or injury must be handled as a separate or second incident.
- I. Donated sick leave or vacation days are charged on the basis of day-to-day, regardless of the classification and/or salary of either the donee or donor.
- J. When it is anticipated that an employee's leave will end in less than three months or less for an illness or injury of the employee, the Dean of Human Resources will assist the employee with exploring other options, such as a disability allowance from PERS or STRS, and/or a Social Security disability allowance.
- K. NOT COVERED: Stress-related illness, elective surgery, normal pregnancy, Workers' Compensation claims, disabilities resulting from alcoholism or drug addition unless the drugs are administered by a physician, intentionally self-inflicted injuries, pre-existing physical maladies (unless a pre-existing malady has been in remission or inactive and the employee suffers another episode of the same or similar malady), or normal illness such as colds, flu, allergies, headaches, etc.

IV. LEAVE BANK

These are the processes and guidelines for the Leave Bank:

- A. Each September 1st, or as needed, the District will promote a "call-for-leave donations" for the Leave Bank. Contribution forms for donations will be available at any time in the HR office.
- B. Unused donated days reverting to the Leave Bank or days specifically donated to the Leave Bank make up the Leave Bank.
- C. Requests for Leave Bank days are subject to availability. The District is not responsible for filling requests from the Leave Bank if no days are available.

V. USE OF LEAVE BANK DAYS IN LIEU OF SOLICITING DONATIONS

- A. When the District approves an employee's request for Catastrophic Leave and the employee has asked that the District solicit donations of sick leave and/or vacation days, excess days in the Leave Bank will be used before donations are solicited. This will occur when the Leave Bank contains at least 220 days of unused leave at the time the employee requests the solicitation of donations. In such a case, days in the Leave Bank in excess of 220 shall first be used for that employee's Catastrophic Illness/Injury Leave.

- B. The use of days from the Leave Bank under these circumstances will not increase the amount of leave to which the employee is otherwise entitled under this plan.
- C. When the Leave Bank balance is anticipated to fall to 220 days within three weeks, the District will then solicit individual donations for the requesting employee if the need for catastrophic leave is anticipated to continue beyond the date the Leave Bank will reach a 220-day balance.

VI. REVIEW OF PLAN

All parties to this plan understand and agree that it will continue indefinitely, unless replaced or modified by a successor agreement. If at any time review of the plan is requested by any constituent group, a written request from the president of the requesting constituent group will be submitted to the Dean of Human Resources, and a meeting of constituent group representatives will be convened within 30 days. If at any time a constituent group wishes to opt out of the plan, the action must occur as part of the negotiations process or the meet and confer process of that bargaining unit.

03/24/09

**Pasadena Area Community Pasadena City College Police
College District Officers Association**