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

**January 10, 2023**

The collective bargaining proposal presented herein by the Pasadena Area Community College District to the Pasadena City College Police Officers Association is expressly made pursuant to the Educational Employment Relations Act and the Collective Bargaining Contract between the parties.

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

**ARTICLE 16**  
**VACATION**

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

- a. One (1) through three (3) years of continued service = One (1) day per month.
- b. Four (4) through six (6) years of continuous service: One and one-quarter (1 ¼) days per month.
- c. Seven (7) through ten (10) years of continuous service: One and one-half (1 ½) days per month.
- d. Eleven (11) or more years of continuous service: One and three-fourths (1 ¾) 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, ~~provided, however, that nothing in the Article shall be construed to prohibit the District from requiring employees to take vacation in lieu of cash payment as provided in 16.5 below.~~ Employees shall submit vacation 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 ~~fourteen (14)~~ 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 these requests Sub-Holiday Time will be used. If Sub-Holiday Time is not available, employees may choose to use either Comp-Time or Vacation Time to cover the hours requested. Requests for time-off of one week or more will be considered Vacation. The employee shall submit a request at least ninety (90) calendar days in advance. For requests of one week or more, the employee shall submit a request to the Chief of Police or designee not later than 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. The requestor shall receive a response within seven

~~(7) calendar days from the request. The decision of the Chief of Police or designee shall not be grievable.~~ If conflicting ~~vacation~~ requests of employees in the Department must be reconciled, preference shall be given to ~~the timely request of employees having the most continuous service with the District by date of request and approval.~~

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

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

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

**16.6 Unit members shall be entitled to request cash payout for any vacation request(s) denied during the fiscal year, payable as part of the July 10<sup>th</sup> payroll 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 his/her full annual vacation any vacation, which shall consist of a vacation request submitted by the employee to the Chief or their designee, with the reasoning for the refusal denial. with the endorsement Subject to the approval of the Assistant Superintendent/Vice President, Business and Administrative Services., a maximum cash payout shall not exceed that necessary to allow a unit member to continue accruing vacation.**

FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

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