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**TENTATIVE AGREEMENT  
PASADENA AREA COMMUNITY COLLEGE DISTRICT TO THE  
PASADENA CITY COLLEGE POLICE OFFICERS ASSOCIATION**

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**July 26, 2023**

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This tentative agreement between the Pasadena Area Community College District and 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.

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

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**ARTICLE 4**  
**RECOGNITION**

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

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

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

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

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

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

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

51 organization. No employee shall be interfered with, intimidated, restrained, coerced, or  
52 discriminated against because of the exercise of these rights.

53  
54 4.6 Members of PCCPOA may submit a request to PCCPOA, authorizing the District to make  
55 payroll deductions for their PCCPOA dues. PCCPOA shall certify to the District that  
56 PCCPOA members have authorized the deduction of dues, and all such dues collected  
57 by the District shall be remitted to PCCPOA on a monthly basis. PCCPOA shall indemnify  
58 the District for any claims made by employees for deductions certified by PCCPOA.  
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60  
61 FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

62  
63   
64 Robert Blizinski (Jul 27, 2023 16:49 PDT)

  
Michael DeSpain (Aug 1, 2023 11:38 PDT)

65 Robert Blizinski  
66 Vice President, Human Resources

Michael DeSpain  
POA President

67   
68 \_\_\_\_\_

69 Brian Cummins  
70 Director, Human Resources

71   
72 Joshua Taylor (Jul 26, 2023 16:22 PDT)

73 Joshua Taylor  
74 District Counsel

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**July 26, 2023**

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

**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.

FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

  
[Robert Blizinski \(Jul 27, 2023 16:49 PDT\)](#)

  
[Michael DeSpain \(Aug 1, 2023 11:38 PDT\)](#)

Robert Blizinski  
Vice President, Human Resources

Michael DeSpain  
POA President

  
\_\_\_\_\_  
Brian Cummins

Director, Human Resources

  
[Joshua Taylor \(Jul 26, 2023 16:22 PDT\)](#)

Joshua Taylor  
District Counsel

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**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 Department-approved external vest carriers, designated Model # GD2P00US0 and/or Model # 26133-119749 of his/her choice at the officers' expense, provided, said external vest is consistent with the uniform regulations specified under Policy 1015.1.8(k)1.(a) and (b) of the Pasadena City College Police and Safety Policy Manual.**

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: **\$800.00 \$1200.00** and Dispatchers: **\$6800.00**. 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. Employees shall receive their annual uniform and equipment allowance on the December pay warrant, **or by District Authorized Purchase Order with two District chosen authorized uniform vendors for expenditure during the applicable fiscal year that are approved by the Director of the Department or his/her designee. Purchase order requests must be submitted by the employee to the District no later than October 1st. 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.

51  
52 12.6 The District shall not be responsible for loss, destruction or damage to an employee's  
53 personal tools or equipment.

54  
55 12.7 Employees are required to use District equipment and vehicles only for District-related  
56 purposes.

57  
58  
59 FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

60  
61   
62 Robert Blizinski (Jul 27, 2023 16:49 PDT)  
63 Robert Blizinski  
64 Vice President, Human Resources

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

**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.

51 13.4 Additional Causes for Discipline:  
52 The parties agree that the following specified acts/omissions do not require progressive  
53 discipline prior to proposing disciplinary action.

- 54 a. Willfully deceiving or defrauding the District or knowingly falsifying or withholding  
55 any material information supplied to the District, including but not limited to,  
56 Information required on application forms and employment records.
- 57 b. Appearing for work under the effects of alcoholic beverages on District property.  
58 "On District property" shall also include District vehicles or facilities used to conduct  
59 District business.
- 60 c. Appearing for work under the effects of controlled substances or restricted  
61 dangerous drugs on District property. This prohibition shall not apply to a  
62 prescription issued by a state licensed physician and which the employee is using  
63 according to the prescription directions.
- 64 d. Conviction of a sex offense as defined in Education Code Section 87010.
- 65 e. Conviction of a controlled substance offense as defined in Education Code Section  
66 87011.
- 67 f. Willful misuse, destruction or theft of District property, student body property, or  
68 the property of an employee or student.
- 69 g. Any willful action that causes harm to District employees, students or the general  
70 public.
- 71 h. Collecting sick leave or industrial accident/illness leave pay while working  
72 elsewhere for pay during his/her normal schedule work assignment with the  
73 District.
- 74 i. Conviction by a court of competent jurisdiction of a felony or a crime of violence or  
75 involving moral turpitude while employed by the District. A plea, verdict, or finding  
76 of guilty or a conviction following a plea of nolo contendere, is deemed to be a  
77 conviction.
- 78 j. Absence from work of five (5) consecutive working days without authorization,  
79 permission or good cause.
- 80 k. The uninsurability of an employee to drive a District vehicle when such is a  
81 requirement of the employee's position. Upon notification or confirmation by the  
82 District's insurance carrier, employees shall not be subject to discipline, except as  
83 provided below.

84 13.4.1 The District shall attempt to reassign the employee within the same  
85 class or to a vacant position in a related class not requiring operation  
86 of a motor vehicle.

87 13.4.2 If reassignment is not possible, then the employee may be voluntarily  
88 demoted to a vacant position for which the employee meets the  
89 minimum qualifications of the new classification.

90 13.4.3 Any demotion or reassignment to a related but lower classification will  
91 result in the employee being paid at the salary range of the new  
92 classification.

93 13.4.5 If the procedures in first two subparagraphs cannot be accomplished,  
94 the District may pursue discipline.

95  
96 13.5 Written Notice:

97 Prior to imposing major disciplinary action, the District will provide the employee with a  
98 written notice of the proposed action, the name and rank of interrogating officers where  
99 appropriate, the specific charges or materials on which the action is based, and the  
100 reasons for the proposed action. The written notice will also advise the employee the right  
101 to request a hearing on the proposed action and will include a request for hearing form

102 which is to be returned by a specified date no less than seven (7) calendar days after  
103 service of the written notice. An employee's failure to return the request-for-hearing form  
104 within the time specified shall constitute a waiver of the right to a hearing before the initial  
105 imposition of disciplinary action.

106  
107 13.6 **Informal (Skelly) Hearing:**

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

122  
123 13.7 **Decision:**

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

135  
136 13.8 **Formal Hearing: The discipline hearing may be held before the Board of Trustees in**  
137 **closed session, or the Board of Trustees may delegate the authority and obtain the**  
138 **services of an arbitrator or a hearing officer to conduct the hearing, rule on the**  
139 **admissibility of exhibits and evidence, and rule on objections during examination**  
140 **and cross-examination as described herein.**

141  
142 1. **The following guidelines shall be used in conducting hearings.**

143  
144 a) **Oral evidence shall be taken only on oath or affirmation.**

145  
146 b) **Each party shall have the right to call and examine witnesses; and to**  
147 **introduce exhibits; to cross-examine opposing witnesses; to impeach**  
148 **any witness, regardless of which party first called him/her to testify;**  
149 **and to rebut the evidence against him/her. If the accused unit member**  
150 **(Respondent) does not testify in his/her own behalf, he/she may be**  
151 **called and examined as if under cross-examination.**

152  
153 c) The hearing need not be conducted according to technical rules  
154 relating to evidence and witnesses. Any relevant evidence shall be  
155 admitted if it is the sort of evidence on which responsible persons are  
156 accustomed to rely in the conduct of serious affairs, regardless of the  
157 existence of any common law or statutory rule which might make  
158 improper the admissions of such evidence over objection in civil  
159 actions.

160  
161 d) Hearsay evidence may be used for the purpose of supplementing and  
162 examining other evidence, but shall not be sufficient standing by  
163 itself to support a finding, unless it would be admissible over  
164 objection in civil-actions. The rules of privilege shall be effective to  
165 the extent that they are otherwise required by statute to be recognized  
166 at the hearing.

167  
168 2. When a hearing has been held before the Board of Trustees, the Board shall  
169 retire and deliberate in private to determine whether the charges have been  
170 proven at the conclusion of the hearing. If the Board finds that the charges  
171 have been proven, it may issue a resolution affirming its decision and  
172 ordering implementation of the disciplinary action, including reassignment,  
173 a suspension without pay, a demotion or a dismissal. The Board shall  
174 announce its decision and the vote of each Board member in public session.

175  
176 3. When a hearing has been held before a arbitrator/hearing officer, the  
177 arbitrator/hearing officer shall issue a written determination on the charges  
178 and recommendation regarding the sufficiency of cause to the Board of  
179 Trustees. The Board of Trustees shall consider the recommendation of the  
180 hearing officer in closed session, and may issue a resolution sustaining,  
181 modifying, or overruling the recommendation. If the Board decision is to  
182 modify or overrule the arbitrator/hearing officer's recommendation, the  
183 Board shall provide the reason for its decision in writing to the respondent  
184 within thirty (30) days. The Board shall announce its decision and the vote  
185 of each Board member in public session.

186 a. ~~Composition of the Review Panel. The review panel shall consist of three (3)~~  
187 ~~members, one (1) to be selected by the President or his/her designee, one (1) to be~~  
188 ~~selected by the employee, and one (1) to be selected by the two (2) review panel~~  
189 ~~members as designated above. In the event the two (2) review panel members~~  
190 ~~cannot reach agreement on the third review panel member to be selected within~~  
191 ~~seven (7) calendar days, the State Mediation and Conciliation Service will be asked~~  
192 ~~to appoint the third member. This expense shall be borne by the District. The third~~  
193 ~~member of the review panel will chair all meetings of the panel. The review panel~~  
194 ~~shall set the time for the hearing on the matter and shall give the employee at least~~  
195 ~~seven (7) calendar days' notice in writing of the date and place of the hearing.~~

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

199 1. ~~To be represented by council, a designated union representative, or~~  
200 ~~any other person at the hearing. The name of the employee's~~  
201 ~~representative shall be given in writing to the Office of Human~~

202 Resources at least five (5) calendar days in advance of the scheduled  
203 hearing so that a folder of the formal exhibits can be prepared for the  
204 representative. The formal exhibits shall consist of notice of  
205 proposed action, the employee's initial request for a hearing (if any),  
206 the District's written decision, and the employee's request. The folder  
207 of formal exhibits shall be given to the employee's representative at  
208 least two (2) working days before the scheduled hearing.

209 2. To testify under oath.

210 3. To compel the attendance of other employees of the District to testify  
211 without loss of compensation. To arrange for attendance during work  
212 hours. The names of such employees must be provided to the Office  
213 of Human Resources no later than two (2) working days before the  
214 scheduled hearing.

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

217 5. To impeach any witness.

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

220 7. To argue the case.

221 8. To have a closed hearing.

222 c. Procedures for Hearing Before Review Panel:

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

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

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

238 d. Findings and Recommendations of Review Panel:

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

247 e. Post-Hearing Procedure:

248 The President shall review the findings and recommendations submitted  
249 by the review panel and make a final recommendation to the Board of  
250 Trustees. The President's recommendation may not contain a penalty  
251 greater than that proffered in the original charges. The President shall  
252 notify the affected employee and his/her designated representative of the

~~President's recommendation no later than seven (7) calendar days prior to the meeting of the Board of Trustees at which the matter will be considered. An employee, with his/her designated representative, wishing to present oral argument to the Board of Trustees in closed session concerning the President's recommendation must notify the President at least twenty-four (24) hours prior to the meeting at which the Board of Trustees is scheduled to review the findings and recommendations and render a decision. The Board of Trustees shall make a final decision within thirty (30) calendar days after said meeting.~~

4. The Board of Trustees shall not impose a penalty greater than that proffered in the original charges. In the event that the Board of Trustees makes a final decision to modify or reverse the initial action taken by the District, and the discipline has 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, shall be mailed to the employee and his/her council or other representative.

FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

  
Robert Blizinski (Jul 27, 2023 16:49 PDT)

  
Michael DeSpain (Aug 1, 2023 11:38 PDT)

Robert Blizinski  
Vice President, Human Resources

Michael DeSpain  
POA President



Brian Cummins  
Director, Human Resources

  
Joshua Taylor (Jul 26, 2023 16:22 PDT)

Joshua Taylor  
District Counsel

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PASADENA CITY COLLEGE POLICE OFFICERS ASSOCIATION**

**July 26, 2023**

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

**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 ~~(by the process outlined in Article 13)~~ 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.

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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

102 conducted according to technical rules relating to evidence and witnesses. Any relevant  
103 evidence shall be admitted if it is evidence on which responsible persons are accustomed  
104 to rely on in the conduct of serious affairs, regardless of the existence of any common law  
105 or statutory rule which might make improper the admission of such evidence over  
106 objection in civil actions. Hearsay evidence may be admitted for any purpose but shall not  
107 be sufficient in itself to support a finding unless it would be admissible over objection in  
108 civil actions. The rules of privilege and of official or judicial notice shall be effective to the  
109 same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. The  
110 review panel shall not have the authority to amend, modify, change, add to or subtract  
111 from any provision of this Agreement in reaching a decision with respect to the grievance.  
112 The review panel shall issue its written findings, conclusions and recommendations within  
113 fourteen (14) calendar days of the conclusion of the hearing. Copies shall be delivered  
114 and received by an appointed member of the panel on the same working day to each of  
115 the following (or his/her official representative): the President, the Assistant  
116 Superintendent/Vice President of Human Resources, the persons named in the grievance,  
117 and the grievant.

118  
119 **Step 5**

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

- 128  
129 14.4 Each of the formal requirements and time limitations stated herein for the processing of  
130 grievances shall be strictly adhered to; provided, however, that any such limits may be  
131 extended by the express written agreements of the parties. If the District's authorized  
132 representative fails to answer a grievance within the time limit specified in any step of the  
133 grievance procedure, the grievant shall have the right to appeal the grievance immediately  
134 to the next step of the grievance procedure. If the grievant fails to appeal the grievance to  
135 the next step of the grievance procedure within the time limit specified in any step of the  
136 grievance procedure, the grievance shall be deemed waived and terminated.

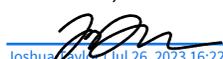
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138 FOR THE COLLEGE DISTRICT

138 FOR THE ASSOCIATION

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141 [Robert Blizinski \(Jul 27, 2023 16:49 PDT\)](#)  
142 Robert Blizinski  
143 Vice President, Human Resources

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141 [Michael DeSpain \(Aug 1, 2023 11:38 PDT\)](#)  
142 Michael DeSpain  
143 POA President

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146 Brian Cummins  
147 Director, Human Resources

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149 [Joshua Taylor \(Jul 26, 2023 16:22 PDT\)](#)  
150 Joshua Taylor  
151 District Counsel

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**TENTATIVE AGREEMENT  
PASADENA AREA COMMUNITY COLLEGE DISTRICT TO THE  
PASADENA CITY COLLEGE POLICE OFFICERS ASSOCIATION**

**July 26, 2023**

This tentative agreement between the Pasadena Area Community College District and 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 15**  
**HOLIDAY**

15.1 Holidays for which employees covered by this Agreement may be eligible are:

New Year's Eve Day  
New Year's Day  
Martin Luther King Jr. Day  
Lincoln Day  
Washington Day  
Cesar Chavez Day  
Spring Vacation Day  
Memorial Day  
**Juneteenth**  
Independence Day  
Labor Day  
California Admission Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve Day  
Christmas Day  
Three (3) Days Winter Holiday

15.2 Holidays shall be observed on the dates shown on the District's calendar as approved by the Board of Trustees.

15.3 When a holiday or alternative observance day falls on a scheduled workday, a regular full-time employee covered by this Agreement shall receive such holiday at his or her full regular rate of pay. When a holiday or alternative observance day falls outside the employee's scheduled workweek, the employee shall receive **one day's pay** compensation **for eight (8) hours** at his or her straight-time rate. **For example, for a holiday worked outside the employee's regular scheduled workweek, the employee shall receive compensation for eight (8) hours at his or her straight-time rate plus holiday pay outlined in Article 15.5, and sub-holiday as outlined in Article 15.8.**

50 15.4 All probationary and permanent employees who are part of the classified service shall be  
51 entitled to holiday pay if they are in a paid status during any portion of the workday  
52 immediately proceeding or following the holiday.

53  
54 15.5 If an employee is required to work on a holiday, he or she shall receive compensation at  
55 the rate of one and one-half (1 ½) times his or her regular rate of pay for each hour worked  
56 on such holiday in addition to regular holiday pay.

57  
58 15.6 In lieu of holiday pay or compensation for time worked on a holiday as provided herein,  
59 the employee and the District may agree to compensatory time off. Such compensatory  
60 time off shall be scheduled by the District according to District needs, and shall be granted  
61 by the District within twelve (12) calendar months following the date on which the holiday  
62 occurred, or if not granted within such period, shall be paid in the manner set forth above.

63  
64 15.7 If for any academic year during the term of this Agreement, the Governing Board of the  
65 District determines that California Admission Day is to become a scheduled day of  
66 instruction on the District's academic calendar, such holiday shall be converted to a  
67 floating holiday for employees in the unit. An employee's utilization of such holiday must  
68 create at least a three-day (3) weekend within the academic year in which the holiday  
69 accrues; is subject to the employee providing his or her supervisor with not less than thirty  
70 (30) calendar days' notice of the anticipated date of such holiday; and is subject to the  
71 scheduling needs of the District. Any floating holiday must be used in the academic year  
72 in which it accrues, and will not carry over into the next academic year. The floating holiday  
73 shall be administrated in accordance with Section 15.4 through 15.6 above.

74  
75 15.8 For any holiday worked, in addition to compensation for hours worked at the applicable  
76 rate(s), unit members shall receive one substitute holiday **of 8 hours equivalent to the**  
77 **number of holiday hours worked**. The substitute holiday is not eligible for cash out, must  
78 be used within one year of the date it is received, and does not carry over. The unit  
79 member shall be permitted to **use request** the substitute holiday if it is requested during  
80 the 12 month period; ~~however, it is not permitted to take vacation time while the~~  
81 ~~substitute holiday is available.~~ **Denials of Sub-Holiday leave shall cause the amount**  
82 **of leave requested to be converted to Vacation and added to a unit member's**  
83 **accrued vacation bank, so long as the unit member has not reached the vacation**  
84 **accrual cap under Article 16.5, in which case the requested leave is retained in the**  
85 **Sub-Holiday bank. converted into compensatory time.**

86  
87 ~~15.9 For any holiday worked outside the employee's regular scheduled workweek, the~~  
88 ~~employee shall receive holiday pay as outlined in Articles 15.5 and 15.8 including~~  
89 ~~compensation for eight (8) hours at his or her straight-time rate.~~

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93 FOR THE COLLEGE DISTRICT  
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95   
96 [Robert Blizinski \(Jul 27, 2023 16:49 PDT\)](#)  
97 Robert Blizinski  
98 Vice President, Human Resources  
99

FOR THE ASSOCIATION  
  
  
[Michael DeSpain \(Aug 1, 2023 11:38 PDT\)](#)  
Michael DeSpain  
POA President

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101 **Brian Cummins**  
102 **Director, Human Resources**

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104 Joshua Taylor (Jul 26, 2023 16:22 PDT)  
105 **Joshua Taylor**  
106 **District Counsel**

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**TENTATIVE AGREEMENT  
PASADENA AREA COMMUNITY COLLEGE DISTRICT TO THE  
PASADENA CITY COLLEGE POLICE OFFICERS ASSOCIATION**

**July 26, 2023**

This tentative agreement between the Pasadena Area Community College District and 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 Camp-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

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

55  
56 16.3.1 Non-conforming requests may be approved at the discretion of the Chief of  
57 Police or designee. The decision of the Chief of Police or designee to grant  
58 or deny a request shall not be grievable.

59  
60 16.4 Vacation not taken in one year may be accumulated from year to year, provided,  
61 however, that employee's maximum total of accumulated vacation as of the end of each  
62 fiscal year (June 30) shall not exceed the accrual caps set forth in Section 16.5 below.

63  
64 16.5 The accrual limit shall be no more than two and one half three (2.5 3) times his or her  
65 annual accrual rate. Payout for unused vacation shall not occur unless the District  
66 does not permit an employee to take his/her full annual any vacation.

67  
68  
69 16.6 Unit members shall be entitled to request cash payout in the amount equal to a unit  
70 member's monthly vacation accrual (per Article 16.1; up to 1 3/4 days, depending on  
71 length of service) for any all vacation request(s) denied during the fiscal year, if that  
72 denial would cause the unit member to cease accruing vacation. A unit member  
73 may submit a timely request for payout within thirty (30) days of the denial. Such  
74 request must include evidence of the District's refusal to permit an employee to take  
75 his/her full annual vacation any vacation, which shall consist of a vacation request  
76 submitted by the employee to the Chief or their designee, with the reasoning for the  
77 refusaldenial. with the endorsementSubject to the approval of the Assistant  
78 Superintendent/Vice President, Business and Administrative Services., a maximum  
79 cash payout shall not exceed that necessary to allow a unit member to continue  
80 accruing vacation.- Payout shall occur within 60 days of the request.

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83 FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

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86 Robert Blizinski (Jul 27, 2023 16:49 PDT)  
87 Robert Blizinski  
88 Vice President, Human Resources

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86 Michael DeSpain (Aug 1, 2023 11:38 PDT)  
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95 Joshua Taylor (Jul 26, 2023 16:22 PDT)  
96 Joshua Taylor  
District Counsel

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**TENTATIVE AGREEMENT  
PASADENA AREA COMMUNITY COLLEGE DISTRICT TO THE  
PASADENA CITY COLLEGE POLICE OFFICERS ASSOCIATION**

**July 26, 2023**

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

**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**

51 **decisions of the Reclassification Committee are final. The employee may request a**  
52 **written rationale for denials.**

53  
54 FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

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57 Robert Blizinski (Jul 27, 2023 16:49 PDT)  
58 Robert Blizinski  
59 Vice President, Human Resources

  
Michael DeSpain (Aug 1, 2023 11:38 PDT)  
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