

1 **COUNTER PROPOSAL FROM THE**
2 **~~PASADENA AREA COMMUNITY COLLEGE DISTRICT TO THE~~**
3 **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, AND ITS PASADENA CHAPTER 777**
4 **TO THE**
5 **PASADENA AREA COMMUNITY COLLEGE DISTRICT**
6

7 **August 23, 2023 ~~July 13, 2023~~**
8
9

10 The collective bargaining proposal presented herein by the Pasadena Area Community College
11 District to the California School Employees Association and its Pasadena Chapter 777 is
12 expressly made pursuant to the Educational Employment Relations Act and the Collective
13 Bargaining Contract between the parties.
14

15 The following articles shall be deemed to remain unchanged in the Collective Bargaining
16 Agreement except as set forth below:
17

18 **ARTICLE 4**
19 **EMPLOYEE AND UNION RIGHTS**
20

21 4.1 Except as otherwise set forth in the Article, the parties mutually recognize the rights of all
22 employees covered hereby to join and participate in the activities of CSEA, or to have
23 CSEA represent them in their employee relations with the District, or to refuse to join or
24 participate in the activities of CSEA, or any other employee organization. No employee
25 shall be interfered with, intimidated, restrained, coerced, or discriminated against
26 because of the exercise of these rights
27

28 4.2 Organizational Security
29

30 Every unit member shall be permitted to either join CSEA or refrain from joining CSEA.
31 Upon notification to the employer by the exclusive representative, the amount of the
32 membership dues shall be deducted by the employer from the wages or salary of the
33 employee and paid to the employee organization.
34

35 4.3 Payroll Deductions, Remittance to CSEA
36

37 4.3.1 CSEA shall have the sole and exclusive right to payroll deduction of regular
38 membership dues at the CSEA established rate.
39

40 4.3.2 The District shall put into effect any new or changed payroll deduction for dues no later
41 than the pay period commencing thirty days after such submission.
42

43 4.3.3 The District shall put into effect payroll deduction for dues for a new unit member no later
44 than thirty days after the date the District is notified of the unit member's election to join
45 CSEA. There shall be no charge to CSEA for such dues or service fee deductions.
46

47 4.3.4 With respect to all sums deducted by the District, for membership dues, the District shall
48 remit such monies to CSEA no later than ten days after the payroll deduction has been
49 made, accompanied by an alphabetical list of unit members for whom such deductions
50 have been made, and indicating any changes in personnel from the list previously
51 furnished.

- 52
53 4.4 During each fiscal year the District shall grant CSEA 40 hours of release time, useable in
54 one (1) hour increments to be designated as "chargeable release time". Use will be
55 noticed to the user's supervisor prior to use on the District approved form bearing the
56 signature of the CSEA President or his designee.
57
- 58 Additionally, the District shall grant CSEA two hours of release time for the CSEA Safety
59 Committee Chair to prepare for the CSEA Safety Committee meetings. Such release
60 time shall be granted only for each meeting actually held. Maximum release time for a
61 fiscal year shall be twenty-four (24) hours.
62
- 63 4.5 CSEA shall have the right to use all District bulletin boards normally used for the posting
64 of notices to employees in the unit. Any such posting shall be on official CSEA
65 letterhead, or otherwise prepared in a manner to indicate that they are authorized and
66 approved by CSEA. CSEA shall have the right to use inter-district mail, employee
67 mailboxes, e-mail, and the incidental or occasional use of Fax machines for the purpose
68 of official communications bearing the CSEA designation. CSEA shall have access to
69 reproduction equipment and/or services subject to CSEA reimbursing the District for any
70 costs incurred.
71
- 72 4.6 The District shall release one employee at no loss of pay for up to five days for the
73 purpose of attending the CSEA annual conference. The District is entitled to ten (10)
74 working days' notice of the CSEA designee.
75
- 76 4.7 The District shall release one designated CSEA officer or steward from duty for the
77 purpose of grievance meetings, disciplinary meetings and evaluation appeal meetings as
78 the employee's representative. All release time use shall be noticed to and coordinated
79 with the ~~Vice President, Facilities and Construction Services Executive Director –~~
80 ~~Facilities and Construction Services~~ or his/her designee prior to use on the District
81 approved form. Meetings will be rescheduled to accommodate District needs.
82
- 83 4.8 All bargaining unit members shall have the right to adjust their lunch period for the
84 purpose of attending the monthly CSEA meeting. All bargaining unit members shall be
85 released from duty up to one hour for the purpose of attending a contract ratification
86 meeting. These release times and hours adjustments shall be granted only if the
87 meeting falls within the employee's working hours and if the time is consistent with and
88 not conflicting with District needs as determined by scheduling with the Director of
89 Facilities or his designee. All release time in this section shall be accounted for on the
90 District approved form.
91
- 92 4.9 During the term of this Agreement, CSEA will maintain records of the use of chargeable
93 release time under Section 4.4 of this article. The parties will review those records and
94 will review the current amount of CSEA chargeable release time at the end of that year.
95 The District shall be entitled to reimbursement for release time exceeding the limits set
96 forth in Section 4.4.
97
- 98 4.10 As used herein "working day" means days on which the District Administrative Offices
99 are open for business. ~~Non-Instructional days indicated as "campus closure" dates on~~
100 ~~the Academic Calendar shall not necessarily be considered non-work days.~~
101

102
103 4.11 Contracting Out
104

105 The District shall not contract out or assign persons who are not bargaining unit
106 employees any work, including overtime work, or any work normally performed by
107 bargaining unit employees except as permitted pursuant to California Education Code
108 88003 and 88003.1.

109
110 **The District shall not contract out bargaining unit work except in accordance with**
111 **the terms of Article 4. In the event the District is considering contracting out**
112 **bargaining unit work, the District will notify the CSEA Chapter President, or**
113 **designee, in writing. The notification shall include a copy of the "Request to**
114 **Approve Outside Contractors" form that will be submitted by the Director of**
115 **Facilities and Construction or his designee.**

116
117 **Such notice shall be given at least 30 days in advance to allow the parties to**
118 **exchange information and, if necessary, engage in meaningful negotiations over**
119 **any decision to contract out or transfer bargaining unit work and/or the negotiable**
120 **effects of any such decision. CSEA will respond within ten working days of receipt**
121 **of notification from the District, Director of Facilities and Construction, or**
122 **designee as to whether or not it desires to negotiate.**

123
124 **No supervisory or management employee may perform any work within the job**
125 **description of a bargaining unit employee which will result in the displacement,**
126 **reduction of hours, transfer or reassignment of any bargaining unit employee.**

127
128
129 4.12 New Employee Orientation
130

131 The District shall provide new employee orientation to all new hires, after Board
132 approval. CSEA shall have the right to attend and present during the orientation. The
133 employees shall remain on paid time during CSEA's presentation and shall be required
134 to attend CSEA's section.

135
136 CSEA shall be provided with a minimum of 30 minutes during the orientation or at the
137 end of orientation. The District shall provide one (1) hour of paid release time for two
138 CSEA representatives, to be chosen by CSEA president or designee. Said release time
139 shall not be counted against the total release time contained elsewhere in the collective
140 bargaining agreement. The CSEA Labor Relations Representative may also attend the
141 orientation.

142
143 The District shall include the CSEA membership application in any employee orientation
144 packet of District materials provided to any newly hired employee in the bargaining unit.
145 CSEA shall provide the copies of the CSEA membership packet to the District for
146 distribution.

147
148 4.13 Bargaining Unit Information
149

150 The District shall provide the CSEA with contact information for unit members as a list of
151 the following information, with each field in its own column, for all bargaining unit

152 members within five (5) days of the last payroll date of September, January, and May as
153 follows:

- 154 a. First Name;
- 155 b. Middle initial;
- 156 c. Last name;
- 157 d. Suffix (e.g., Jr., III);
- 158 e. Preferred name;
- 159 f. Job Title;
- 160 g. Department;
- 161 h. Primary worksite name;
- 162 i. Work telephone number;
- 163 j. Work Extension;
- 164 k. Home Street addresses (incl. apartment #);
- 165 l. Mailing address (if different);
- 166 m. City;
- 167 n. State;
- 168 o. ZIP Code (5 or 9 digits);
- 169 p. Home telephone number (10 digits) (if available);
- 170 q. Personal cellular telephone number (10 digits) (if available);
- 171 r. Personal email address of the employee (if available);
- 172 s. Hire date.

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

177 The District shall provide a list of the names and information described above for all
178 newly hired employees within the bargaining unit within five (5) days of the last payroll of
179 the month in which they were hired.

180
181 Signed and entered into this _____ day of _____, 2023.

182		
183	FOR THE DISTRICT	FOR THE ASSOCIATION
184		
185	_____	_____
186		
187	_____	_____
188		
189	_____	_____
190		
191	_____	_____
192		

DRAFT