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**TENTATIVE AGREEMENT BETWEEN THE
PASADENA AREA COMMUNITY COLLEGE DISTRICT AND THE
PASADENA CITY COLLEGE CALIFORNIA FEDERATION OF TEACHERS (PCC-CFT)
LOCAL 6525**

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December 15, 2021

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The collective bargaining proposal presented herein by the Pasadena Area Community College District to the Pasadena City College California Federation of Teachers (PCC-CFT) Local 6525 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:

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**ARTICLE 19
DISCIPLINARY ACTION**

19.1 Probationary Employees.

- A. During the initial period, an employee is subject to discipline, discharge, or demotion without cause or notice at the sole discretion of the District.
- B. During any subsequent probationary period, an employee is subject to discipline without cause and without the rights to due process as indicated in this Article for the following reason only:
1. Deficiencies in the employee's work performance and/or failure to meet District standards set forth in that employee's PCC-CFT Performance Evaluation Form.
 2. The type of discipline shall be limited to demotion to a position within the employee's prior salary range. For a minimum of 90 days of that subsequent probationary period, the employee shall have the right to be returned to the same position which they formerly held.
- Otherwise, employees in a subsequent probationary period are subject to discipline, discharge, or demotion only for cause and with the rights to due process as indicated in this Article.

19.2 Permanent Employees. Permanent employees may be discharged or disciplined for cause and with rights to due process, as specified in this Article. In some cases, an employee's misconduct may result in either verbal or written warnings, followed by

40 suspension or discharge if repeated. A second reprimand for the same misconduct
41 must be in writing.

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43 19.3 Causes. One or more of the following causes may be grounds for suspension,
44 demotion, or dismissal of any person in the classified service:

45 A. Incompetence or inefficiency in the performance of the duties of their position.

46 B. Insubordination.

47 C. Carelessness or negligence in the performance of duty or in the care or use of
48 District property.

49 D. Discourteous, offensive, or abusive conduct or language, including sexual
50 harassment, toward other employees, students or the public.

51 E. Dishonesty, including, but not limited to:

52 1. Falsification of any information provided to the District, or of any other
53 District records.

54 2. Offering anything of value or offering any service in exchange for
55 special treatment in connection with the employee's job or employment,
56 or the accepting of anything of value or any service in exchange for
57 granting any special treatment to another employee or to any members
58 of the public.

59 F. Use or possession of intoxicants or illegal drugs while on duty, or off-duty use
60 which impedes work performance.

61 G. Conduct unbecoming an employee of the District, which has a job-related
62 effect.

63 H. Engaging in political activity during assigned hours of employment.

64 I. Conviction of any crime involving moral turpitude.

65 J. Arrest and conviction for sex offense as defined in Education Code 87010.

66 K. Repeated and unexcused absence or tardiness.

67 L. Abuse of leave privileges.

68 M. Persistent violation of or refusal to obey applicable safety rules or regulations.

69 N. Willful or persistent violation of the Education Code or rules of the
70 Governing Board.

71 O. Abandonment of position.

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73 19.4 Disciplinary Procedures. The disciplinary procedure set forth below shall apply to

74 major disciplinary action, including discharge, suspension, or demotion, taken against
75 unit employees as defined in 19.1 and 19.2 above.

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77 19.5 Informal Hearing Prior to Disciplinary Action.

78 A. Notice. Prior to imposing major disciplinary action, the District will provide
79 the employee with a written notice of proposed action, the specific charges or
80 materials on which the action is based, and the reasons for the proposed
81 action. The written notice will also advise the employee of an informal hearing
82 date and time on the proposed action which shall be no less than seven (7)
83 business days after service of the written notice. An employee's failure to
84 attend the informal hearing or submit a written response by the date the hearing
85 would have occurred shall constitute a waiver of the right to a hearing before the
86 initial imposition of disciplinary action.

87 B. Informal Hearing. The informal hearing officer shall be authorized to
88 recommend what final decision should be made. Any response by the employee
89 shall be fully and fairly communicated to the Superintendent-President as
90 appropriate who makes the final recommendation to the Board of Trustees
91 regarding the proposed action. Within seven (7) business days after the
92 employee's response is heard, the employee shall be advised in writing of the
93 District's decision and its effective date.

94 C. PCC-CFT Representation. Upon the employee's request, the employee shall
95 have the right to have one PCC-CFT representative present at the hearing.

96 D. Decision. When the employee is advised of the District's decision and its
97 effective date, the employee shall also be advised their right to obtain a formal
98 hearing before a review panel. If the employee desires such a hearing, the
99 employee must submit a written request within seven (7) business days after
100 receiving notification of the District's decision. The employee's request shall be
101 submitted on a form provided by the District to the Office of Human Resources.
102 The formal hearing may, but need not, occur prior to initial imposition of
103 discipline.

104 19.6. Formal Hearing.

105 A. Composition of the Review Panel. The review panel shall consist of three (3)
106 members, one (1) to be selected by the Superintendent-President or their
107 designee, one (1) to be selected by the employee, and one (1) to be selected

108 by the two (2) review panel members as designated above. In the event the two
109 (2) review panel members cannot reach agreement on the third review panel
110 member to be selected within seven (7) business days, the State Mediation and
111 Conciliation Service will be asked to appoint the third member. This expense
112 shall be borne by the District. The third member of the review panel will chair all
113 meetings of the panel. The review panel shall set the time for the hearing on the
114 matter and shall give the employee at least ten (10) business days' notice in
115 writing of the date and place of the hearing.

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117 B. Rights of Parties Before Review Panel. The employee shall attend any hearing
118 unless excused by the review panel. The employee and the District shall be entitled
119 to the following rights at the hearing:

120 1. To be represented by counsel or any other person at the hearing. The name
121 of the employee's representative shall be given in writing to the Office of
122 Human Resources at least five (5) business days in advance of the
123 scheduled hearing so that a folder of the formal exhibits can be prepared for
124 the representative.

125 2. The formal exhibits shall consist of notice of proposed action, the
126 employee's initial request for a hearing (if any), the District's written decision,
127 and the employee's request. The folder of formal exhibits shall be given to
128 the employee's representative at least two (2) business days before the
129 scheduled hearing.

130 3. To testify under oath.

131 4. To compel the attendance of other employees of the District to testify without
132 loss of compensation. To arrange for attendance during work hours.

133 5. The names of such employees must be provided to the Office of Human
134 Resources no later than three (3) business days before the scheduled
135 hearing.

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

138 7. To impeach any witness.

139 8. To present such affidavits, exhibits and other evidence as the review panel
140 deems pertinent to the inquiry.

141 9. To argue the case.

142 10. To have a closed hearing.

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144 C. Procedures for Hearing Before Review Panel. The review panel hearing shall be
145 conducted in the manner most conducive to determination of the truth, and neither
146 the District nor the review panel shall be bound by technical rules of evidence. The
147 review panel shall determine the relevancy, weight, and credibility of the testimony
148 and evidence. At the review panel's discretion, irrelevant and repetitious evidence
149 may be excluded. The burden of proof shall be on the District.

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

155 2. The review panel may exclude witnesses not under examination except the
156 employee and the party attempting to substantiate the charges against the
157 employee and their respective counsel or representative.

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159 D. Findings and Recommendations of Review Panel. The review panel shall
160 deliberate on its decision in closed session excluding all persons other than
161 members of the review panel. The review panel shall issue its findings and
162 recommendations within five (5) business days after the conclusion of the
163 hearing. The review panel may sustain or reject any or all of the charges filed
164 against the employee, and may recommend modifications of the disciplinary action
165 proposed by the District. The findings and recommendations of the review panel
166 shall be served on all parties and their designated representatives.

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168 E. Post-hearing Procedure. The Superintendent-President shall review the findings
169 and recommendations submitted by the review panel and make a final
170 recommendation to the Board of Trustees. The Superintendent-President's
171 recommendation may not contain a penalty greater than that proffered in the
172 original charges. The Superintendent-President shall notify the affected employee
173 and their designated representative of the Superintendent-President's
174 recommendation no later than five (5) business days prior to the meeting of the
175 Board of Trustees at which the matter will be considered.

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The Board of Trustees shall make a final decision within thirty (30) days after said meeting. 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. Notice of the Board's decision shall be mailed to the employee and his/her counsel or other representative.

Signed and entered into this 15th day of December, 2021.

FOR THE DISTRICT

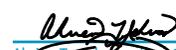

Robert Blizinski (Dec 16, 2021 15:28 PST)

Robert S. Blizinski

FOR PCC-CFT, Local 6525


Julio Huerta (Dec 17, 2021 12:36 PST)

Julio C. Huerta


Ahrien T. Johnson (Dec 17, 2021 15:26 PST)

Ahrien T. Johnson