

35 which is necessary and relevant to negotiations, grievance processing and/or PCC-
36 CFT business related to enforcement of this Agreement pursuant to this provision. PCC-
37 CFT shall make all such requests in writing to the Superintendent-President or his/her
38 designee indicating the specific information needed and the reasons for such request.
39 The Superintendent-President or his/her designee will provide the information in a timely
40 fashion or will respond with reasons why the information will not be provided (e.g.,
41 burdensome, confidential records, legal privilege, and nonavailability). Prior to each
42 meeting of the PACCD Board of Trustees, PCC-CFT shall be provided with a copy of the
43 complete Board packet. PCC-CFT shall be given a copy of any documents provided the
44 Board at open Board meetings.

45
46 3.5 Use of Facilities. PCC-CFT shall have the reasonable use of District facilities at
47 reasonable times for the purpose of meeting concerning negotiations, grievance
48 processing, and/or PCC-CFT business related to activities pursuant to its responsibilities
49 under the EERA.

50 3.6 Use of Equipment. PCC-CFT shall have the reasonable use of District equipment for
51 the
52 purpose of enforcement of this Agreement provided advance permission is granted by the
53 Superintendent-President and that all costs of materials are promptly paid by PCC-
54 CFT. Brief and incidental use of District equipment shall be at no cost provided that there
55 is no disruption of District operations and all such brief and incidental use is reported
56 immediately to the cost center manager.

57 3.7 Negotiating Release Time. Negotiation meetings between the parties shall take place
58 at
59 mutually convenient times and places. The District shall grant release time without loss of
60 compensation to no more than three (3) official negotiators of PCC-CFT for meeting
61 and negotiating with official District negotiators. The term "meeting and negotiating" does
62 not include preparation time, but official negotiators of PCC-CFT shall be afforded
63 adequate time before and after negotiation meetings between the parties to travel to and

64 from their work locations, if necessary, and meet briefly with other official negotiators of
65 PCC-CFT immediately before and after such negotiation meetings. The amount of time
66 which shall be adequate is one (1) hour. A reasonable number of observers who are
67 members of PCC-CFT Executive Board may attend negotiations, provided they do so on
68 their own time and that they do not disrupt the negotiations process.

69 3.8 Grievance Processing Release Time. The District shall grant release time without loss of
70 compensation to official representatives of PCC-CFT for the purpose of processing
71 grievances filed pursuant to the Agreement. Such release time shall be granted only upon
72 twenty-four (24) hours prior notice from PCC-CFT to the Superintendent-President or
73 his/her designee with a later follow-up in writing. No more than two (2) bargaining unit
74 members shall receive release time under this provision for processing and/or researching
75 a grievance. No more than one (1) bargaining unit member, in addition to the
76 grievant, shall receive such release time under this provision to attend any meeting related
77 to a grievance. Consolidated grievances related to the same or similar subject matter shall
78 be treated as a single grievance for the purpose of allocation of release time. The District
79 and PCC-CFT recognize that grievance meetings are scheduled at mutually convenient
80 times.

81 3.9 Contract Administration Release Time. The District shall grant twenty (20) hours of
82 release time per week for the PCC-CFT President and fifteen (15) hours of release
83 time per week to the other PCC-CFT officers without loss of compensation. This release
84 time shall be noncumulative. The purpose of this release time is for PCC-CFT members
85 to administer this Agreement or to conduct other PCC-CFT business as necessary. This
86 release time does not include time for representing employees in collective bargaining,
87 grievance conferences, disciplinary hearings or meetings, nor participation in any
88 voluntary dispute resolution process to which the District and PCC-CFT may agree.
89 Release time under this provision of the Agreement will be subject to the following
90 conditions:

- 91 A. Release time becomes effective following approval of the Agreement by the Board
92 of Trustees.
- 93 B. PCC-CFT will provide the District on or before the beginning of each fiscal year or
94 when a change of PCC-CFT officers occurs, the name of the bargaining unit
95 member(s) to be released.
- 96 C. The employee(s) and their supervisor(s) will meet to arrange a mutually beneficial
97 time for the release time to be scheduled.

98 3.10 Training Release Time. The District shall grant forty (40) hours paid release time annually
99 to the PCC-CFT President, sixty (60) hours paid release time cumulative annually to all
100 other bargaining unit officers, and twenty (20) hours paid release time annually which can
101 be distributed by PCC-CFT among its officers, for the purpose of its officers and
102 representatives to attend collective bargaining conferences, workshops, seminars,
103 training sessions, or other activities relating to collective bargaining matters ("Event")
104 providing that no such leave shall be granted for the purpose of attending any meeting at
105 which any job action is contemplated, planned, or considered.

107 A. Such release time shall be scheduled upon written advance notice of no less than
108 10 calendar days except in the case of undue hardship on the unit member's
109 department. If notice is given of less than ten calendar days, the release time
110 is subject to the immediate supervisor's approval which shall not be unreasonably
111 denied.

112 B. No more than three (3) bargaining unit members shall receive released time under
113 this provision at any one time for any Event, except that if a second bargaining
114 unit member wishes to attend an Event at the same time another bargaining
115 unit member wishes to attend an Event, the second employee shall only be
116 granted released time if the absence does not cause the department undue
117 hardship and upon approval of the immediate supervisor which shall not be
118 unreasonably denied. For the summer union training conference, no more than

119 four (4) bargaining unit members shall receive release time to attend, subject to
120 the foregoing limitations. Once the release time granted under this provision is
121 exhausted, a bargaining unit member shall be required to use vacation time to
122 attend an Event or any portion of an event, subject to the immediate supervisor's
123 approval.

124 3.11 Printing of Agreement. After the adoption of the Agreement, the District shall print and
125 provide without charge a copy of this Agreement to members in the bargaining unit upon
126 request.

127 3.12 New Employee Orientation. "New employee orientation" refers to the process by which
128 a newly hired public employee — whether in person, online, or through other means or
129 media — is advised of their employment status, rights, benefits, duties and
130 responsibilities, or any other employment-related matters. The District shall provide
131 PCC-CFT with access to its new employee orientations. PCC-CFT shall receive not less
132 than ten (10) days' notice in advance of an orientation, except that a shorter notice may
133 be provided in a specific instance where there is an urgent need critical to the District's
134 operations that was not reasonably foreseeable. In the event the District conducts group
135 orientations with new employees, the PCC-CFT shall have one (1) hour for its
136 representative(s) to conduct the orientation session.

137 3.13 Bargaining Unit Information. The District shall provide the PCC-CFT with contact
138 information for unit members as a list of the following information, with each field in its
139 own column, for all bargaining unit members within five (5) days of the last payroll date
140 of September, January, and May as follows:

- 141 a. First Name;
- 142 b. Middle initial;
- 143 c. Last name;
- 144 d. Suffix (e.g., Jr., III);
- 145 e. Preferred name;
- 146 f. Job Title;
- 147 g. Department;
- 148 h. Primary worksite name;
- 149 i. Work telephone number;

- 150 j. Work Extension;
- 151 k. Home Street addresses (incl. apartment #);
- 152 l. Mailing address (if different);
- 153 m. City;
- 154 n. State;
- 155 o. ZIP Code (5 or 9 digits);
- 156 p. Home telephone number (10 digits) (if available);
- 157 q. Personal cellular telephone number (10 digits) (if available);
- 158 r. Personal email address of the employee (if available);
- 159 s. Hire date;
- 160 t. Work email address of the employee.
- 161

162 The District shall provide a list of the names and information described above for all
 163 newly hired employees within the bargaining unit within five (5) days of the last payroll
 164 of the month in which they were hired. "Newly hired employee" means any full-time or
 165 part-time bargaining unit employee hired by the District who is still employed as of the
 166 date of the new employee orientation. It also includes all employees who are employed
 167 by the District (including those returning from layoff rehire list, or previously employed
 168 by the District in a non-bargaining unit position) and whose current position has placed
 169 them in the bargaining unit represented by PCC-CFT. For those latter employees, for
 170 purposes of this article only, the "date of hire" is the date upon which the employee's
 171 employee status changed such that the employee was placed in the bargaining unit.

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

177 Signed and entered into this 30th day of August, 2021.

178 FOR THE DISTRICT

FOR PCC-CFT, Local 6525

181 _____ 08/31/2021

_____ 08/30/2021


182 Robert S. Blizinski


Julio C. Huerta

183 _____ 08/31/2021

Ahrien T. Johnson

Signature: 
Robert Blizinski (Aug 31, 2021 08:23 PDT)
Email: rblizinski@pasadena.edu

Signature: 
Julio Huerta (Aug 30, 2021 23:22 PDT)
Email: jchuerta@pasadena.edu

Signature: 
Ahrien I. Johnson (Aug 31, 2021 02:22 PDT)
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