

1 **COUNTER PROPOSAL FROM THE ~~THE~~**
2 **~~PASADENA AREA COMMUNITY COLLEGE DISTRICT TO THE~~**
3 **PASADENA AREA COMMUNITY COLLEGE DISTRICT**
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5 **I**
6 **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, AND ITS PASADENA CHAPTER 777**
7 **TO THE**
8 **PASADENA AREA COMMUNITY COLLEGE DISTRICT**
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10
11 **September 13, 2023 ~~July 13, 2023~~**
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14 The collective bargaining proposal presented herein by the Pasadena Area Community College
15 District to the California School Employees Association and its Pasadena Chapter 777 is
16 expressly made pursuant to the Educational Employment Relations Act and the Collective
17 Bargaining Contract between the parties.
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19 The following articles shall be deemed to remain unchanged in the Collective Bargaining
20 Agreement except as set forth below:
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22 **ARTICLE 4**
23 **EMPLOYEE AND UNION RIGHTS**
24

25 4.1 Except as otherwise set forth in the Article, the parties mutually recognize the rights of all
26 employees covered hereby to join and participate in the activities of CSEA, or to have
27 CSEA represent them in their employee relations with the District, or to refuse to join or
28 participate in the activities of CSEA, or any other employee organization. No employee
29 shall be interfered with, intimidated, restrained, coerced, or discriminated against
30 because of the exercise of these rights
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32 4.2 Organizational Security
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34 Every unit member shall be permitted to either join CSEA or refrain from joining CSEA.
35 Upon notification to the employer by the exclusive representative, the amount of the
36 membership dues shall be deducted by the employer from the wages or salary of the
37 employee and paid to the employee organization.
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39 4.3 Payroll Deductions, Remittance to CSEA
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41 4.3.1 CSEA shall have the sole and exclusive right to payroll deduction of regular
42 membership dues at the CSEA established rate.
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44 4.3.2 The District shall put into effect any new or changed payroll deduction for dues no later
45 than the pay period commencing thirty days after such submission.
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47 4.3.3 The District shall put into effect payroll deduction for dues for a new unit member no later
48 than thirty days after the date the District is notified of the unit member's election to join
49 CSEA. There shall be no charge to CSEA for such dues or service fee deductions.
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51 4.3.4 With respect to all sums deducted by the District, for membership dues, the District shall
52 remit such monies to CSEA no later than ten days after the payroll deduction has been
53 made, accompanied by an alphabetical list of unit members for whom such deductions
54 have been made, and indicating any changes in personnel from the list previously
55 furnished.

56
57 4.4 During each fiscal year the District shall grant CSEA 40 hours of release time, useable in
58 one (1) hour increments to be designated as "chargeable release time". Use will be
59 noticed to the user's supervisor prior to use on the District approved form bearing the
60 signature of the CSEA President or his designee.

61
62 Additionally, the District shall grant CSEA two hours of release time for the CSEA Safety
63 Committee Chair to prepare for the CSEA Safety Committee meetings. Such release
64 time shall be granted only for each meeting actually held. Maximum release time for a
65 fiscal year shall be twenty-four (24) hours.

66
67 4.5 CSEA shall have the right to use all District bulletin boards normally used for the posting
68 of notices to employees in the unit. Any such posting shall be on official CSEA
69 letterhead, or otherwise prepared in a manner to indicate that they are authorized and
70 approved by CSEA. CSEA shall have the right to use inter-district mail, employee
71 mailboxes, e-mail, and the incidental or occasional use of Fax machines for the purpose
72 of official communications bearing the CSEA designation. CSEA shall have access to
73 reproduction equipment and/or services subject to CSEA reimbursing the District for any
74 costs incurred.

75
76 4.6 The District shall release one employee at no loss of pay for up to five days for the
77 purpose of attending the CSEA annual conference. The District is entitled to ten (10)
78 working days' notice of the CSEA designee.

79
80 4.7 The District shall release one designated CSEA officer or steward from duty for the
81 purpose of grievance meetings, disciplinary meetings and evaluation appeal meetings as
82 the employee's representative. All release time use shall be noticed to and coordinated
83 with the ~~Vice President, Facilities and Construction Services-Executive Director –~~
84 ~~Facilities and Construction Services~~ or his/her designee prior to use on the District
85 approved form. Meetings will be rescheduled to accommodate District needs.

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87 4.8 All bargaining unit members shall have the right to adjust their lunch period for the
88 purpose of attending the monthly CSEA meeting. All bargaining unit members shall be
89 released from duty up to one hour for the purpose of attending a contract ratification
90 meeting. These release times and hours adjustments shall be granted only if the
91 meeting falls within the employee's working hours and if the time is consistent with and
92 not conflicting with District needs as determined by scheduling with the Director of
93 Facilities or his designee. All release time in this section shall be accounted for on the
94 District approved form.

95
96 4.9 During the term of this Agreement, CSEA will maintain records of the use of chargeable
97 release time under Section 4.4 of this article. The parties will review those records and
98 will review the current amount of CSEA chargeable release time at the end of that year.
99 The District shall be entitled to reimbursement for release time exceeding the limits set
100 forth in Section 4.4.

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102 4.10 As used herein "working day" means days on which the District Administrative Offices
103 are open for business. **Non-Instructional days indicated as "campus closure" dates on**
104 **the Academic Calendar shall not necessarily be considered non-work days.**
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107 4.11 Contracting Out
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109 The District shall not contract out or assign persons who are not bargaining unit
110 employees any work, including overtime work, or any work normally performed by
111 bargaining unit employees except as permitted pursuant to California Education Code
112 88003 and 88003.1.
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116 **The District shall not contract out bargaining unit work except in accordance with**
117 **the terms of Article 4. In the event the District is considering contracting out**
118 **bargaining unit work, the District will notify the CSEA Chapter President, or**
119 **designee, in writing.**
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121 **Such notice shall be given at least five working (5) days in advance to allow the**
122 **parties to exchange information and, if necessary, engage in meaningful**
123 **negotiations over any decision to contract out or transfer bargaining unit work**
124 **and/or the negotiable effects of any such decision.**
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127 **An ad hoc committee is hereby established to be composed of two (2) members**
128 **selected by the District and two (2) members appointed by CSEA. The purpose of**
129 **the Ad Hoc Committee will be to review plans for future construction and**
130 **maintenance projects and assess whether the work will be completed by**
131 **bargaining unit employees, outside contractors or both. The Committee will meet**
132 **at least quarterly in accordance with Education Code and EERA.**

133
134 **No supervisory or management employee may perform any work within the job**
135 **description of a bargaining unit employee which will result in the displacement,**
136 **reduction of hours, transfer or reassignment of any bargaining unit employee.**
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139 4.12 New Employee Orientation
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141 The District shall provide new employee orientation to all new hires, after Board
142 approval. CSEA shall have the right to attend and present during the orientation. The
143 employees shall remain on paid time during CSEA's presentation and shall be required
144 to attend CSEA's section.
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146 CSEA shall be provided with a minimum of 30 minutes during the orientation or at the
147 end of orientation. The District shall provide one (1) hour of paid release time for two
148 CSEA representatives, to be chosen by CSEA president or designee. Said release time
149 shall not be counted against the total release time contained elsewhere in the collective
150 bargaining agreement. The CSEA Labor Relations Representative may also attend the
151 orientation.

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

4.13 Bargaining Unit Information

The District shall provide the CSEA with contact information for unit members as a list of the following information, with each field in its own column, for all bargaining unit members within five (5) days of the last payroll date of September, January, and May as follows:

- a. First Name;
- b. Middle initial;
- c. Last name;
- d. Suffix (e.g., Jr., III);
- e. Preferred name;
- f. Job Title;
- g. Department;
- h. Primary worksite name;
- i. Work telephone number;
- j. Work Extension;
- k. Home Street addresses (incl. apartment #);
- l. Mailing address (if different);
- m. City;
- n. State;
- o. ZIP Code (5 or 9 digits);
- p. Home telephone number (10 digits) (if available);
- q. Personal cellular telephone number (10 digits) (if available);
- r. Personal email address of the employee (if available);
- s. Hire date.

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

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

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

FOR THE DISTRICT

FOR THE ASSOCIATION

