

1 **COUNTER PROPOSAL FROM THE ~~THE~~**
2 **~~PASADENA AREA COMMUNITY COLLEGE DISTRICT TO THE~~**
3 **PASADENA AREA COMMUNITY COLLEGE DISTRICT**

4
5 **TO THE**
6 **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, AND ITS PASADENA CHAPTER 777**
7

8
9 **September 13, 2023 ~~July 13, 2023~~**
10

11
12 The collective bargaining proposal presented herein by the Pasadena Area Community College
13 District to the California School Employees Association and its Pasadena Chapter 777 is
14 expressly made pursuant to the Educational Employment Relations Act and the Collective
15 Bargaining Contract between the parties.
16

17 The following articles shall be deemed to remain unchanged in the Collective Bargaining
18 Agreement except as set forth below:
19

20 **ARTICLE 4**
21 **EMPLOYEE AND UNION RIGHTS**
22

23 4.1 Except as otherwise set forth in the Article, the parties mutually recognize the rights of all
24 employees covered hereby to join and participate in the activities of CSEA, or to have
25 CSEA represent them in their employee relations with the District, or to refuse to join or
26 participate in the activities of CSEA, or any other employee organization. No employee
27 shall be interfered with, intimidated, restrained, coerced, or discriminated against
28 because of the exercise of these rights
29

30 4.2 Organizational Security
31

32 Every unit member shall be permitted to either join CSEA or refrain from joining CSEA.
33 Upon notification to the employer by the exclusive representative, the amount of the
34 membership dues shall be deducted by the employer from the wages or salary of the
35 employee and paid to the employee organization.
36

37 4.3 Payroll Deductions, Remittance to CSEA
38

39 4.3.1 CSEA shall have the sole and exclusive right to payroll deduction of regular
40 membership dues at the CSEA established rate.
41

42 4.3.2 The District shall put into effect any new or changed payroll deduction for dues no later
43 than the pay period commencing thirty days after such submission.
44

45 4.3.3 The District shall put into effect payroll deduction for dues for a new unit member no later
46 than thirty days after the date the District is notified of the unit member's election to join
47 CSEA. There shall be no charge to CSEA for such dues or service fee deductions.
48

49 4.3.4 With respect to all sums deducted by the District, for membership dues, the District shall
50 remit such monies to CSEA no later than ten days after the payroll deduction has been
51 made, accompanied by an alphabetical list of unit members for whom such deductions

52 have been made, and indicating any changes in personnel from the list previously
53 furnished.

- 54
55 4.4 During each fiscal year the District shall grant CSEA 40 hours of release time, useable in
56 one (1) hour increments to be designated as "chargeable release time". Use will be
57 noticed to the user's supervisor prior to use on the District approved form bearing the
58 signature of the CSEA President of his designee.

59
60 Additionally, the District shall grant CSEA two hours of release time for the CSEA Safety
61 Committee Chair to prepare for the CSEA Safety Committee meetings. Such release
62 time shall be granted only for each meeting actually held. Maximum release time for a
63 fiscal year shall be twenty-four (24) hours.

- 64
65 4.5 CSEA shall have the right to use all District bulletin boards normally used for the posting
66 of notices to employees in the unit. Any such posting shall be on official CSEA
67 letterhead, or otherwise prepared in a manner to indicate that they are authorized and
68 approved by CSEA. CSEA shall have the right to use inter-district mail, employee
69 mailboxes, e-mail, and the incidental or occasional use of Fax machines for the purpose
70 of official communications bearing the CSEA designation. CSEA shall have access to
71 reproduction equipment and/or services subject to CSEA reimbursing the District for any
72 costs incurred.

- 73
74 4.6 The District shall release one employee at no loss of pay for up to five days for the
75 purpose of attending the CSEA annual conference. The District is entitled to ten (10)
76 working days' notice of the CSEA designee.

- 77
78 4.7 The District shall release one designated CSEA officer or steward from duty for the
79 purpose of grievance meetings, disciplinary meetings and evaluation appeal meetings as
80 the employee's representative. All release time use shall be noticed to and coordinated
81 with the ~~Vice President, Facilities and Construction Services-Executive Director –~~
82 ~~Facilities and Construction Services~~ or his/her designee prior to use on the District
83 approved form. Meetings will be rescheduled to accommodate District needs.

- 84
85 4.8 All bargaining unit members shall have the right to adjust their lunch period for the
86 purpose of attending the monthly CSEA meeting. All bargaining unit members shall be
87 released from duty up to one hour for the purpose of attending a contract ratification
88 meeting. These release times and hours adjustments shall be granted only if the
89 meeting falls within the employee's working hours and if the time is consistent with and
90 not conflicting with District needs as determined by scheduling with the Director of
91 Facilities or his designee. All release time in this section shall be accounted for on the
92 District approved form.

- 93
94 4.9 During the term of this Agreement, CSEA will maintain records of the use of chargeable
95 release time under Section 4.4 of this article. The parties will review those records and
96 will review the current amount of CSEA chargeable release time at the end of that year.
97 The District shall be entitled to reimbursement for release time exceeding the limits set
98 forth in Section 4.4.

- 99
100 4.10 As used herein "working day" means days on which the District Administrative Offices
101 are open for business. ~~Non-Instructional days indicated as "campus closure" dates on~~
102 ~~the Academic Calendar shall not necessarily be considered non-work days.~~

103
104
105 4.11 Contracting Out
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107 The District shall not contract out or assign persons who are not bargaining unit
108 employees any work, including overtime work, or any work normally performed by
109 bargaining unit employees except as permitted pursuant to California Education Code
110 88003 and 88003.1.
111

112
113
114 **No supervisory or management employee may perform any work within the job**
115 **description of a bargaining unit employee which will result in the displacement,**
116 **reduction of hours, transfer or reassignment of any bargaining unit employee.**
117
118

119 4.12 New Employee Orientation
120

121 The District shall provide new employee orientation to all new hires, after Board
122 approval. CSEA shall have the right to attend and present during the orientation. The
123 employees shall remain on paid time during CSEA's presentation and shall be required
124 to attend CSEA's section.
125

126 CSEA shall be provided with a minimum of 30 minutes during the orientation or at the
127 end of orientation. The District shall provide one (1) hour of paid release time for two
128 CSEA representatives, to be chosen by CSEA president or designee. Said release time
129 shall not be counted against the total release time contained elsewhere in the collective
130 bargaining agreement. The CSEA Labor Relations Representative may also attend the
131 orientation.
132

133 The District shall include the CSEA membership application in any employee orientation
134 packet of District materials provided to any newly hired employee in the bargaining unit.
135 CSEA shall provide the copies of the CSEA membership packet to the District for
136 distribution.
137

138 4.13 Bargaining Unit Information
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140 The District shall provide the CSEA with contact information for unit members as a list of
141 the following information, with each field in its own column, for all bargaining unit
142 members within five (5) days of the last payroll date of September, January, and May as
143 follows:

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

