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COUNTER PROPOSAL
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
PASADENA CHAPTER 777
TO THE
-PASADENA AREA COMMUNITY COLLEGE DISTRICT TO THE
October 25, 2023

~~September 22, 2023~~

The collective bargaining proposal presented herein by the Pasadena Area Community College District to the California School Employees Association and its Pasadena Chapter 777 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:

ARTICLE 4
EMPLOYEE AND UNION RIGHTS

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

4.2 Organizational Security

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

4.3 Payroll Deductions, Remittance to CSEA

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

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

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

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

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

The District shall not contract out bargaining unit work except in accordance with the terms of Article 4. In the event the District is considering contracting out bargaining unit work, the District will notify the CSEA Chapter President, or designee, in writing and submit a “Request to Contracting Out Form” for each proposed contracting out decision.

In circumstances in which further bargaining is required, the parties shall exchange information and, if necessary, engage in negotiations over any decision to contract out and/or the negotiable effects of any such decision.

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

4.12 New Employee Orientation

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

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

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

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

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

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

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

182
183 Signed and entered into this _____ day of _____, 2023.

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185	FOR THE DISTRICT	FOR THE ASSOCIATION
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187	_____	_____
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