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**COUNTER PROPOSAL FROM THE
PASADENA AREA COMMUNITY COLLEGE DISTRICT
TO THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, AND ITS PASADENA CHAPTER 777**

July 25, 2024

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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.

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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

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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

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4.2 Organizational Security

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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.

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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.

51 4.4 During each fiscal year the District shall grant CSEA 40 hours of release time, useable in
52 one (1) hour increments to be designated as "chargeable release time". Use will be
53 noticed to the user's supervisor prior to use on the District approved form bearing the
54 signature of the CSEA President or his designee.

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

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61 4.5 CSEA shall have the right to use all District bulletin boards normally used for the posting
62 of notices to employees in the unit. Any such posting shall be on official CSEA
63 letterhead, or otherwise prepared in a manner to indicate that they are authorized and
64 approved by CSEA. CSEA shall have the right to use inter-district mail, employee
65 mailboxes, e-mail, and the incidental or occasional use of Fax machines for the purpose
66 of official communications bearing the CSEA designation. CSEA shall have access to
67 reproduction equipment and/or services subject to CSEA reimbursing the District for any
68 costs incurred.

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70 4.6 The District shall release one employee at no loss of pay for up to five days for the
71 purpose of attending the CSEA annual conference. The District is entitled to ten (10)
72 working days' notice of the CSEA designee.

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74 4.7 The District shall release one designated CSEA officer or steward from duty for the
75 purpose of grievance meetings, disciplinary meetings and evaluation appeal meetings as
76 the employee's representative. All release time use shall be noticed to and coordinated
77 with the ~~Vice President, Facilities and Construction Services-Executive Director –~~
78 ~~Facilities and Construction Services~~ or his/her designee prior to use on the District
79 approved form. Meetings will be rescheduled to accommodate District needs.

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81 4.8 All bargaining unit members shall have the right to adjust their lunch period for the
82 purpose of attending the monthly CSEA meeting. All bargaining unit members shall be
83 released from duty up to one hour for the purpose of attending a contract ratification
84 meeting. These release times and hours adjustments shall be granted only if the
85 meeting falls within the employee's working hours and if the time is consistent with and
86 not conflicting with District needs as determined by scheduling with the Director of
87 Facilities or his designee. All release time in this section shall be accounted for on the
88 District approved form.

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90 4.9 During the term of this Agreement, CSEA will maintain records of the use of chargeable
91 release time under Section 4.4 of this article. The parties will review those records and
92 will review the current amount of CSEA chargeable release time at the end of that year.
93 The District shall be entitled to reimbursement for release time exceeding the limits set
94 forth in Section 4.4.

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96 4.10 As used herein "working day" means days on which the District Administrative Offices
97 are open for business. ~~Non-Instructional days indicated as "campus closure" dates on~~
98 ~~the Academic Calendar shall not necessarily be considered non-work days.~~

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101 4.11 Contracting Out

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103 The District shall not contract out or assign persons who are not bargaining unit
104 employees any work, including overtime work, or any work normally performed by
105 bargaining unit employees except as permitted pursuant to California Education Code
106 88003 and 88003.1.

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109 **When a genuine emergency arises that threatens to halt District operations and/or**
110 **the safety of District sites, and it is not feasible for bargaining unit members to**
111 **perform the work due to availability and/or qualification, the District shall notify**
112 **CSEA in a timely manner of its immediate need to contract out. Should**
113 **contracting out proceed under this provision, it shall be on a one-time basis and**
114 **non-precedent setting. The District shall redirect work to bargaining unit members**
115 **once the emergency is under control.**

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117 **No supervisory or management employee may perform any work within the job**
118 **description of a bargaining unit employee except under the following conditions:**

- 119 1. **Emergencies**
- 120 2. **The work has historically been performed by the supervisory or management**
121 **employee.**
- 122 3. **The work is performed in the course of instructing or training employees.**

123 124 125 4.12 New Employee Orientation

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

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

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

143 144 4.13 Bargaining Unit Information

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

- 150 a. First Name;
- 151 b. Middle initial;
- 152 c. Last name;

