

1                                   **TENTATIVE AGREEMENT BETWEEN THE**  
2                                   **PASADENA AREA COMMUNITY COLLEGE DISTRICT AND THE**  
3                                   **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, AND ITS PASADENA CHAPTER 777**

4  
5                                   **November 10, 2023**  
6

7 The collective bargaining proposal presented herein by the Pasadena Area Community College  
8 District to the California School Employees Association and its Pasadena Chapter 777 is  
9 expressly made pursuant to the Educational Employment Relations Act and the Collective  
10 Bargaining Contract between the parties.

11  
12 The following articles shall be deemed to remain unchanged in the Collective Bargaining  
13 Agreement except as set forth below:  
14

15                                   **ARTICLE 12**  
16                                   **SAFETY**

17 12.1     It is the District's responsibility to provide the employees in the unit with a safe work environment,  
18             and it is the responsibility of each employee in the unit to observe all applicable safety rules and  
19             regulations.

20 **12.2     Facilities Services Safety Committee**

21             12.2.1   The Committee shall be composed of an equal number of employees (not to exceed  
22                         four), selected by CSEA, and supervisors or managers (not to exceed four) selected by  
23                         the District. In addition, the Director, Business Services; Supervisor, Office Services; and  
24                         a Business Representative appointed by CSEA may act as ex-officio members of the  
25                         Committee. A CSEA member shall serve as Chairperson.

26                         The Safety Committee normally shall meet once each six-(6) weeks or at the call of its  
27                         chairperson, but in no event on less than five-(5) days' notice unless such meeting is  
28                         required to deal with a safety emergency. The Committee's function shall be to  
29                         investigate complaints of unsafe working conditions for members of the unit and to advise  
30                         the District's Safety Committee and/or the affected employees regarding such conditions  
31                         and any proposed corrective actions.

32 12.3     The District shall continue its provision of such safety equipment as was provided prior to the  
33             execution of this Agreement.

34 **12.4 Industrial Accident**

35 An employee injured on the job must report the injury to his/her supervisor immediately, even  
36 though it may not be considered serious. If the injury requires medical attention, the injured  
37 employee must fill out an Industrial Accident Report, which may be obtained from the Risk  
38 Management Office.

39

40 12.4.1 The cost of necessary medical care and hospitalization may be covered by the District  
41 Workers' Compensation Insurance, should the need arise. The employer has the right to specify  
42 the doctor or hospital for treatment, unless the employee designated his/her own doctor in  
43 advance by submitting the appropriate form to the Office of Risk Management.

44 12.4.2 Regular employees eligible for workers' compensation who are absent from duty because  
45 of illness or injury directly resulting from an industrial accident/illness may be granted a paid  
46 industrial accident/illness leave from the fourth day up to and including the last day of such  
47 absence, not to exceed sixty (60) working days for the same accident. If an employee is unable to  
48 return to work after using all paid industrial accident/illness leave, the employee's absence will be  
49 charged against his/her accumulated sick leave.

50 12.4.3 Payments for wages lost on any day shall not, when added to an award granted the  
51 employee under the Workers' Compensation laws of this state, exceed the normal wage for the  
52 day.

53 12.4.4 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits.  
54 When entitlement to industrial accident or illness leave under this Section has been exhausted,  
55 entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an  
56 employee is still receiving temporary disability payments under the Workers' Compensation laws  
57 of this state at the time of exhaustion of benefits under this Section, he/she shall be entitled to  
58 use only so much of his/her accumulated and available normal sick leave and vacation leave,

59 which, when added to the Workers' Compensation award, provides for a day's pay at the regular  
60 rate of pay.

61

#### 62 **12.4.6 Public Health Hazard Protocols**

63 **All employees are to refer to the District's published [Injury & Illness Prevention Program](#)**  
64 **(IIPP) for any workplace or environmental related conditions (Cal-OSHA California Code of**  
65 **Regulations, Title 8, §3203).**

#### 66 **12.4.7 Hazardous Work Assignments**

67 **The Specialized Response Team (SRT) will be activated to perform above normal than**  
68 **expected cleaning and/or disinfecting protocols in the course of their normal assigned**  
69 **duties and will be compensated at a rate differential of double the regular rate of pay.**

70

71 **These SRT unit members will have received training on the use and operation of**  
72 **specialized disinfecting equipment and products to be used when an environmental**  
73 **hazard or other public health emergency is suspected. The number of SRT members with**  
74 **specialized training will be based upon need, and multiple teams may be deployed on any**  
75 **given shift.**

76

77 **Teams will be formed with employees in good standing, and on a volunteer basis. If the**  
78 **number of qualified volunteers exceeds the need, selection will be based on seniority. In**  
79 **the event of a workplace exposure, the team will clean and disinfect the affected area in**  
80 **accordance with District, Cal-OSHA, CDC and Local Health Department guidelines.**

81

82 **All SRT members will be informed ahead of time what they are cleaning, the health risk,**  
83 **and any valuable information or training they may need before the cleaning. The district**  
84 **may supply the employees with the required personal protection equipment (PPE), which**  
85 **may include, but is not limited, to the following:**

86

87 **a. Boots**

88 **b. Hazmat Suits**

89 **c. N95/K95 Mask**

90 **d. Goggles**

91 **e. Gloves.**

92 **F. Tools**

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94

95 Signed and entered into this 10th day of November, 2023.

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97 FOR THE COLLEGE DISTRICT

FOR CSEA

98 




99 [Robert Blizinski \(Dec 4, 2023 08:31 PST\)](#)

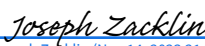
[Gregory Zemanek \(Nov 13, 2023 15:41 PST\)](#)

100 Robert S. Blizinski,  
101 Vice-President, Human Resources

Gregory Zemanek,  
CSEA, Chapter 777 President

102

103 



104 [Brian Cummins](#)

[Joseph Zacklin \(Nov 14, 2023 21:20 PST\)](#)

105 Brian Cummins,  
106 Director, Human Resources

Joseph Zacklin,  
CSEA Labor Relations Representative