

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

April 16, 2024

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.

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

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

- 4.5 CSEA shall have the right to use all District bulletin boards normally used for the posting of notices to employees in the unit. Any such posting shall be on official CSEA letterhead, or otherwise prepared in a manner to indicate that they are authorized and approved by CSEA. CSEA shall have the right to use inter-district mail, employee mailboxes, e-mail, and the incidental or occasional use of Fax machines for the purpose of official communications bearing the CSEA designation. CSEA shall have access to reproduction equipment and/or services subject to CSEA reimbursing the District for any costs incurred.
- 4.6 The District shall release one employee at no loss of pay for up to five days for the purpose of attending the CSEA annual conference. The District is entitled to ten (10) working days' notice of the CSEA designee.
- 4.7 The District shall release one designated CSEA officer or steward from duty for the purpose of grievance meetings, disciplinary meetings and evaluation appeal meetings as the employee's representative. All release time use shall be noticed to and coordinated with the Executive Director – Facilities and Construction Services or his/her designee prior to use on the District approved form. Meetings will be rescheduled to accommodate District needs.
- 4.8 All bargaining unit members shall have the right to adjust their lunch period for the purpose of attending the monthly CSEA meeting. All bargaining unit members shall be released from duty up to one hour for the purpose of attending a contract ratification meeting. These release times and hours adjustments shall be granted only if the meeting falls within the employee's working hours and if the time is consistent with and not conflicting with District needs as determined by scheduling with the Director of Facilities or his designee. All release time in this section shall be accounted for on the District approved form.
- 4.9 During the term of this Agreement, CSEA will maintain records of the use of chargeable release time under Section 4.4 of this article. The parties will review those records and will review the current amount of CSEA chargeable release time at the end of that year. The District shall be entitled to reimbursement for release time exceeding the limits set forth in Section 4.4.
- 4.10 As used herein "working day" means days on which the District Administrative Offices are open for business. Non-Instructional days indicated as "campus closure" dates on the Academic Calendar shall not necessarily be considered non-work days.
- 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. The notification shall include a copy of the ~~“Request to Approve Outside Contractors”~~ **“Notice of Outside Contracting” form (see appendix) that will be submitted by the Director of Facilities and Construction or his designee.**

Such notice shall be given at least 30 days in advance to allow the parties to exchange information and, if necessary, engage in meaningful negotiations over any decision to contract out or transfer bargaining unit work and/or the negotiable effects of any such decision. CSEA will respond within ten working days of receipt of notification from the District, Director of Facilities and Construction, or designee as to whether or not it desires to negotiate.

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

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 16th day of April, 2024.

FOR THE COLLEGE DISTRICT


Robert Blizinski (Apr 30, 2024 11:06 PDT)

Robert S. Blizinski,
 Vice President, Human Resources

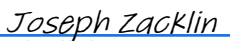


Brian Cummins,
 Director, Human Resources

FOR CSEA


Gregory Zemanek (Apr 23, 2024 00:58 PDT)

Gregory Zemanek,
 CSEA, Chapter 777 President


Joseph Zacklin (Apr 19, 2024 12:32 PDT)

Joseph Zacklin,
 CSEA Labor Relations Representative

NOTICE OF OUTSIDE CONTRACTING

Purpose of Form: The College has an obligation not to contract out (CSEA) bargaining unit work in accordance with **EDC 88003.1**. This Form will serve as a mechanism to communicate each event in which the College intends to use an outside contractor to complete Public Works projects as defined by **California Public Contract Code § 22002(c)**.

The Director of Facilities, or their designee will provide notice of this intent to CSEA Chapter President or their designee for any Job estimated to be under \$15,000. This form does not need to be completed for any project in which a contract will be awarded by the board of trustees following a formal bidding process. Attach any additional documents to the back.

Type of work proposed: **Electrical** **Plumbing** **Painting** **A/C, HVAC**
 Carpentry **Gardening** **Skill Trades** **Locksmith**
 Custodial **Irrigation** **Other:** _____

Estimated cost of the work: \$

Describe the nature and scope of the work you proposed to contract out:

Describe any specialized equipment needed for the completion of the project:

List any certification required to perform the work:

Explain why the project cannot be performed by the college's classified trades:

Other information necessary to process this form attach to the back.

Name: _____ **Signature:** _____
Email: _____ **Date:** _____