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

#### August 10, 2023

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.

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

#### ARTICLE 17 LEAVES

17.1 Sick Leave

Employees covered by this Agreement shall accrue paid sick leave at the rate of one (1) day (eight hours) per calendar month, not to exceed the total number of months of the employee's assignment. Employees who work less than a full fiscal year shall earn sick leave on a pro-rated basis. A new employee may be advanced a maximum of six (6) days, or proportionate amount to which he/she is entitled, for use prior to the completion of six (6) months of active service at the discretion of the Assistant Superintendent/Vice President of Human Resources.

Unused sick leave shall accrue from year to year. Employees, who previously worked for another community college district or county school, shall be entitled to transfer accrued leave from that district.

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31 An employee utilizing paid sick leave may be required to provide medical proof.

- 3233 17.2 Additional (Extended) Leave
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Classified employees are entitled to additional paid leave for a period of up to 100 days (less the employee's annual sick leave allotment) at a rate of fifty percent (50%) of their regular salary. The employee must exhaust all paid sick leave and provide a medical certification of the need for extended sick leave from his/her medical provider before he/she will be paid under this provision (Ed Code 88196).

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When an employee has used all accrued full-pay sick leave, he/she may be eligible for 41 extended sick leave paid at fifty (50) percent of the employee's regular rate of pay. During the 42 fiscal year, extended sick leave is provided up to a maximum of one hundred (100) working 43 days of paid leave, including full-pay sick days. Part-time employees will be afforded these 44 same rights on a pro rata basis for one hundred (100) days. When an employee has used all 45 accrued full-pay sick leave and becomes eligible for extended sick leave, he/she may use 46 47 accrued vacation or comp time in lieu of the extended sick leave pay in order to achieve fully 48 paid days. Each day of redeemed sick leave shall account for 100% of an employee's scheduled hours, compensated at 50% of the employee's regular rate of pay. 49

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An employee, who wishes to use the extended sick leave benefit, shall provide to the Office of 51 Human Resources, verifiable medical documentation directly related to the illness or injury 52 53 which required absence from duty during the period of extended sick leave. Failure to submit 54 medical documentation will subject the employee to discipline for unsatisfactory attendance as determined by the attendance accounting procedures described in Article 9.1. The District 55 reserves the right to require proof of illness and may refer any claims for extended sick leave 56 57 benefits to the District physician whose decision as to the employee's eligibility shall be final. 58 59 If a verifiable sick leave absence occurs on the working day immediately before and/or after a legal holiday, the legal holiday will not be charged against the sick leave or extended leave. 60 61 62 17.3 **Responsibility to Report Absences** 63 If an employee is unable to report to work for any scheduled shift, it is the employee's 64 responsibility to call the facility department sick line prior to the start of the shift, no less than 30 65 minutes before the start of his/her shift to report the absence. If the absence occurs on the 66 workday immediately before and/or after a legal holiday, the legal holiday is not charged against 67 68 the employee's sick leave accrual. 69 70 Employees who are absent at least five (5) consecutive workdays must provide to the Office of Human Resources a written documentation of illness from the employee's medical provider, 71 72 which confirms the time off and the employee's ability to resume his/her regular duties as of a 73 specified date. The supervisor may not permit the employee to return to work without the clearance from the Office of Human Resources. Failure to comply with this Article may result in 74 unpaid leave until such clearance is obtained. If an employee exhibits a pattern of excessive 75 absenteeism, the supervisor may require such clearance for shorter periods of time. 76 77 78 Absence required because of the employee's dental or medical appointments may be charged against sick leave. 79 80 81 If the employee has a physician's written statement which defines the period of illness, the 82 employee is relieved of reporting in ill each day, providing that the physician's statement has 83 been received in the Human Resources Office. 84 17.4 Personal Necessity Leave 85 86 87 17.4.1 The District shall provide seven (7) days of paid Personal Necessity Leave to be charged against unused, accrued full-pay sick leave each fiscal year for any of the following 88 reasons: 89 90 Advance permission shall not be required for any of the following purposes: 91 92 (1) Death or serious illness of a member of his or her immediate family. 93 94 (2) Accident, involving his or her person or property, or the person or property of a 95 member of his or her immediate family. 96 97 98 (3) Accident involving relatives other than members of the immediate family. 99 (4) Illness involving relatives other than members of the immediate family. 100 101

102 103	(5)	Unexpected personal or family situation which requires immediate attention. Advance permission would be required for the following purposes:		
104				
105	(6)	Attending to legal or business matters of a compelling personal importance which		
106		cannot be attended outside of the workday.		
107		j.		
107	(7)	Appearance in court as a litigant.		
	(T)	Appearance in court as a illigant.		
109	(0)	The birth on a damatic mark bir the mark it d		
110	(8)	The birth or adoption of his/her child.		
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112	These days may not be taken for vacation, to extend holidays, nor to engage in concerted			
113	activities.			
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115	17.4.2 Utilization			
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117	l lee of sick le	eave for personal necessity shall be subject to the following limitations and		
	conditions:			
118	conditions.			
119				
120	(1)	The total number of days allowed in a fiscal year for such leaves shall not exceed		
121		seven (7) days.		
122				
123	(2)	The days used will be deducted from, and may not exceed, the number of full		
124	( )	days of accrued sick leave to which the employee is entitled.		
125		, , , , , , , , , , , , , , , , , , ,		
126	(3)	Personal necessity leave shall not be granted during a scheduled vacation or a		
120	(0)	leave of absence.		
128				
129	Allocation of sick leave shall be made only upon certification that the absence was due to a			
130	situation desi	ignated as a personal necessity within the meaning of this section.		
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132	17.5 Jury [	Duty or Subpoena Leave		
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134	The District s	hall provide paid time off for jury duty or subpoena leave for an unlimited number		
135	of days in accordance with Education Code 87035 and 87036. The District may grant a leave of			
136	absence to a classified employee to appear as a witness in court, other than as a litigant, or to			
130		n official order from another governmental jurisdiction for reasons not brought about		
137	through the connivance or misconduct of the employee.			
		on manor of misconduct of the employee.		
139		d ampleuras granted juni dutu ar submeans leave, shall be resid un to the encount of		
140		d employee granted jury duty or subpoena leave, shall be paid up to the amount of		
141	the difference between the employee's regular salary earnings and any amount he or she			
142	receives for j	ury or witness fees.		
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144	17.6 Militar	ry Leave		
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146	Military leave	shall be granted to employees who volunteer or are enlisted for duty with the		
147		of the United States. Such leave shall be granted in accordance with provision of		
148	the law. Compensation shall be in accordance with the California Military and Veterans Code.			
149				
149	$\Delta$ conv of the	employee's military orders must be presented to the Office of Human Resources		
	when requesting leave.			
151	when reques	uny icave.		
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- 153 Classified employees who have been employed with the District for at least one (1) year
- immediately prior to the date on which the military leave of absence begins will receive regular
- compensation the first thirty (30) calendar days of said leave if this time falls within the
- employee's usual work period. This includes orders to report for military or veteran's physical
- examinations and service in the Reserve Corps.
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- 159 17.7 Bereavement Leave
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161 Any employee is allowed a leave of absence for bereavement leave, not to exceed five (5) consecutive working days on full pay when such absence is occasioned by reason of death in 162 the immediate family (employee's spouse, child, stepchild, parent, sibling, father-in-law, mother-163 164 in-law, grandparent, grandchild, son-in-law, daughter-in-law or any relative living in the immediate household of the employee). The District may require the employee to provide proof 165 of eligibility for bereavement leave. Bereavement leave is not applicable when an employee is 166 on unpaid leave of absence or during unscheduled work days for employees on less than 167 twelve-(12) month assignments. Bereavement leave is allowable if bereavement immediately 168 precedes or immediately follows such absence. 169

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Up to one day's time off with pay will be granted for bereavement leave for the death of relatives not listed above or living in the immediate household. Up to **one** day with pay will be granted for bereavement leave for the death of a friend. This leave shall be limited to one time per fiscal year. Additional leave may be granted as outlined under "Personal Necessity Charged Against

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177 **17.8 Unpaid Leave of Absence** 178

Sick Leave."

The District may grant classified employees an unpaid leave of absence, not to exceed six (6) months for the following reasons:

- 182 (1) to recuperate from illness or injury (after exhaustion of sick leave),183
- 184 (2) for personal not-for-profit business,
  - (3) for extended travel, and
  - (4) in accordance with the Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL).
- 190191 17.9 Personal Absence

192 193 If an employee is unable to report for duty on any scheduled workday, it is the employee's obligation to inform the employee's supervisor of such absence within 30 minutes prior to the 194 beginning of his/her scheduled shift via the facility department sick-line. Failure to appear for 195 duty without notifying the supervisor in such time shall be considered an unpaid absence for the 196 time not at work and subject to occurrence points under the attendance accounting procedure. If 197 employee fails to contact his/her supervisor or the Office of Human Resources within three (3) 198 199 workdays, the absence may be considered "job abandonment" and may result in termination of employment. 200 201

- 202 17.10 Absences for Religious Holidays
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The District shall grant leave of absence for religious holidays in accordance with the California Fair Employment and Housing Act.

# 206 17.11 Unpaid Pregnancy Disability Leave (PDL)

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The District shall provide unpaid Pregnancy Disability Leave in accordance with applicable state (California Family Rights Act –CFRA) and federal (Family and Medical Leave Act – FMLA) laws.

The employee may use any accrued and available paid sick leave to supplement the unpaid

- 211 pregnancy disability leave.
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213 An employee who is disabled and physically unable to work because of pregnancy, childbirth, or

a pregnancy-related medical condition shall be entitled to up to four (4) months unpaid

- Pregnancy Disability Leave. The leave can be taken before or after the birth, during any period the employee's medical provider designates as time off needed due to a pregnancy-related
- disability. All leave taken in connection with a specific pregnancy counts toward computation of the four-month period.
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The employee may be granted Pregnancy Disability Leave in addition to any leave she may be entitled under FMLA and CFRA. Pregnancy Disability Leave shall run concurrently with any leave the employee may be entitled to under FMLA. The employee may apply for Pregnancy Disability Leave by contacting the Office of Human Resources.

# 17.12 Parental/Child Rearing Leave226

22717.12.1Definition of Parental Leave: For the purposes of this Article, "parental leave" is228defined as leave for reason of the birth of a child of the employee in connection229with the adoption or foster care of the child by the employee.

### 231 Eligibility for Parental Leave

- 23317.12.2All full-time and part-time employees who have been employed for 12 months234with the Employer are entitled to utilize parental leave.
- 23617.12.3Unit members shall be entitled to twelve (12) workweeks of parental leave in any237twelve (12) month period.
- 23917.12.4The unit member is entitled to take parental leave in intermittent periods within240the 12-month period; however, the aggregate amount of parental leave taken241shall not exceed 12 workweeks in the 12-month period.
- 24317.12.5The unit member is entitled to use his or her regular accrued paid sick leave in<br/>taking parental leave, if the employee chooses to do so.
- 24617.12.6The unit member must first use his or her regular accrued paid sick leave, and247then, when this accrued leave is exhausted, the employee is entitled to use248parental leave, for a total of 12 workweek in any 12-month period. The unit249member shall be compensated at no less than 50 percent of the employee's250regular salary for the remaining portion of the 12-workweek period of parental251leave.

253 17.12.7 The unit member is also entitled to use his or her accrued vacation or comp time in lieu of the supplemental parental sick leave pay in order to achieve fully paid 254 255 days after sick leave is exhausted, if the employee chooses to do so. 256 17.12.8 Paid parental leave under this Article runs concurrently with unpaid parental leave under the California Family Rights Act (CFRA) and the federal Family and 257 Medical Leave Act (FMLA) for a total of 12 workweeks during any 12-month 258 259 period. 260 261 17.12.9 Paid parental leave under this section is in addition to leave taken for disability due to pregnancy, childbirth or related medical condition, which may be taken in 262 accordance with Article 17.11. 263 264 17.13 Family and Medical Leave Act 265 266 The District is not required to provide employees time off for religious holidays, except those 267 that are board authorized. Employees who observe recognized religious holidays shall be 268 granted time off as an accommodation in accordance with California state law. 269 270 Qualified classified employees shall be granted unpaid, job-protected leave for specified family 271 272 and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. 273 274 275 FMLA Eligibility 276 277 Eligible employees are entitled to up to twelve (12) workweeks of unpaid leave in a 12-month 278 period for: 279 280 (1) the birth of a child and to care for the newborn child within one year of birth; 281 the placement with the employee of a child for adoption or foster care and to care for the 282 (2) 283 newly placed child within one year of placement; 284 285 (3) to care for the employee's spouse, **designated person**, child, or parent who has a serious health condition; 286 287 288 (4) a serious health condition that makes the employee unable to perform the essential functions of his or her job; a "serious health condition" is defined as an injury, illness or 289 hospital stay resulting in an absence of in excess of three (3) consecutive workdays (four 290 (4) or more workdays). 291 292 293 (5) any qualifying exigency arising out of the fact that the employee's spouse, son, 294 daughter, or parent is a covered military member on "covered active duty;" OR 295 (6) 296 to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military 297 caregiver leave). 298 299 17.14 California Family Rights Act 300 301 The District shall comply with the California Family Rights Act. Qualified classified employees 302 shall be granted unpaid, job-protected leave for specified family and medical reasons with 303

304 continuation of group health insurance coverage under the same terms and conditions as if the 305 employee had not taken leave. 306 307 17.14.1 CFRA Eligibility 308 309 Eligible employees are entitled to up to twelve (12) workweeks of unpaid leave in a 12-month 310 period to: 311 312 313 (1) to care for or bond with a newborn, adopted or foster child within one year of birth or placement of the child in the employee's home; 314 315 to care for the employee's spouse, child, parent, designated person or domestic partner 316 (2) who has a serious health condition; or 317 318 for an employee's own serious health condition. 319 (3) 320 321 17.14.2 A leave of absence for purposes that satisfy both FMLA (Article 17.13) and CFRA shall run concurrently. Unit members shall be limited to twelve (12) 322 323 workweeks of unpaid leave in a 12-month period when these leaves run concurrently. 324 325 326 17.15 Family Engagement & Kincare Leave 327 328 The District shall comply with the California laws governing this subject matter. Classified employees, that are the parent, guardian, or grandparent with custody of one or more children in 329 kindergarten or grades 1 to 12, shall be provided up to forty (40) hours unpaid leave each fiscal 330 331 year, not to exceed eight (8) hours in any calendar month, to participate in activities of the school or licensed child daycare facility of his/her children. To receive pay for days off under this 332 provision the employee may utilize accrued vacation leave, personal necessity leave, or 333 334 compensatory time. 335 336 The employee shall provide reasonable notice to his/her supervisor, prior to taking the time off for planned absence for activities under this provision. Regardless of the number of children in 337 the employee has, he/she can only take off up to 40 hours per fiscal year. 338 339 The employee, if requested by his/her supervisor, shall provide documentation from the school 340 or licensed child daycare facility as proof that he or she participated in school or licensed child 341 daycare facility activities on a specific date and at a particular time. 342 343 344 Employees shall be permitted to use in any calendar year an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of 345 entitlement for the following purposes: 346 347 Diagnosis, care, or treatment of an existing health condition or, preventative care for, an (1) 348 employee or an employee's family member; or 349 350 (2) For an employee who is a victim of domestic violence, sexual assault or stalking. 351 Employees utilizing leave for these purposes shall not be required to use all available 352 leave in any single occurrence. 353 354

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358 17.16 Catastrophic Leave

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Employees may participate in the catastrophic leave program, which permits employees to donate accrued vacation or sick leave to the catastrophic leave bank.

An eligible employee who is, or whose family member is, suffering from a catastrophic illness or injury may request a donation of vacation and/or sick leave from the leave bank by submitting a request and providing verification of the catastrophic injury or illness to the Office of Human

- 365 Resources for consideration by the Catastrophic Illness or Injury Committee (see Appendix E).
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367 17.17 Industrial Accident or Illness Leave

An employee suffering an injury or illness arising out of and in the course of his/her employment shall be entitled to a leave not exceeding sixty (60) workdays in any one fiscal year for the same accident or illness. The leave shall not be accumulated from year to year, and when the leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

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- 375 Payments for wages lost on any day shall not, when added to an award granted to the

employee under the Workers' Compensation laws of this state, exceed the normal wage for the day.

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The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted,

entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an

employee is still receiving temporary disability payments under the Workers' Compensation

laws of this state at the time of exhaustion of benefits under this Section. he/she shall be entitled

to use only so much of his/her accumulated and available normal sick leave and vacation leave,

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

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388 Signed and entered into this <u>17th</u> day of <u>August</u>, 2023.

389390 FOR THE COLLEGE DISTRICT

- 391 \_. MB
- 392 Robert Blizinski (Aug 17, 2023 15:07 PDT)
- 393 Robert S. Blizinski,
- 394
   Vice-President, Human Resources

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- B. Cunnin
- 397
- Brian Cummins,Director, Human Resources

FOR CSEA

Gregory Zemanek, CSEA, Chapter 777 President

Ioseph Zacklin

Joseph Zacklin, CSEA Labor Relations Representative

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

#### August 10, 2023

8 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 9 expressly made pursuant to the Educational Employment Relations Act and the Collective 10 Bargaining Contract between the parties. 11

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

**ARTICLE 10** 

**WORKING HOURS** 

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#### 19 10.1 Working Hours

- 20 The usual workweek is forty hours, composed of five, eight-hour days. There are also part-time 21 assignments with variable working hours.
- 22 The District retains the right to schedule and establish fixed starting and ending times of 23 bargaining unit employees. An employee shall be notified in writing of any change to an existing work week or shift at least twenty (20) days in advance, except for in the case of an emergency. 24 25 An emergency as used herein is defined, by the District, as an occurrence of a serious nature that 26 is sudden, unexpected and requiring immediate action. In the event of an emergency, an 27 employee's schedule may be changed in accordance with the following procedure: (1) 28 Volunteers will be solicited; (2) In the event no one volunteers, the employee with the least 29 seniority in the job classification in the affected bargaining unit will be assigned.
- 30 Such adjustment shall not result in a reduction in assigned time. Upon timely request of CSEA. the parties shall meet and discuss proposed changes to shift hours for standard work schedule. 31 Upon agreement, and unless otherwise agreed to, management shall provide to the affected 32 33 employees and CSEA twenty (20) days' notice.
- 34 Whenever the District changes from daylight savings time to standard time and back to daylight 35 savings time, affected employees working those shifts will change accordingly.
- 36 10.2 Alternate Workweek
- 37 The District may establish an eighty-(80) hour, nine-(9) day workweek or a four-(4) day workweek 38 in accordance with Educational Code Sections 88031 and 88039. The District and unit member 39 must each agree to the alternative work schedule. The District or employee may terminate 40 participation in the alternative workweek with the provision of a thirty-(30) day notice.
- **Time-Clock Procedures** 41 10.3
- 42 Employees are expected to be dressed and ready to begin work at the start of their shift.

#### 43 The Kronos clocks will be returned to the 15-minute pre-shift period for clocking in. This 44 means that the employee may clock in up to 15 minutes before his or her shift but may not start working before the start of the shift. Clocking in up to 15 minutes will not result in 45

46 <u>any overtime.</u>

#### 47 <u>10.4 Lunch Period</u>

Each employee in the unit who works a shift of more than six (6) hours shall receive a thirtyminute, duty-free meal period. Such meal period to be scheduled by the employee's supervisor as close as practicable to the middle of the scheduled shift, unless otherwise agreed to by the supervisor and the employee. If an emergency requires that an employee work through his/her workday without a lunch period, the employee shall be compensated for the missed meal period at the applicable rate.

#### 54 10.5 Rest Period

Each employee in the unit who is scheduled to work four (4) or more consecutive hours shall receive a paid rest break of twenty (20) minutes. Each employee in the unit who is scheduled to work seven (7) or more consecutive hours shall receive a second paid rest period of twenty (20) minutes. Rest periods may not be combined and shall be scheduled by the supervisor to occur approximately midway during each such four-hour period. However, if a unit member may elect to combine one rest period with the lunch, with the approval of the employee's supervisor.

61 10.6 Clean Up Period

Each employee shall receive a reasonable period of time, not to exceed <u>five (5)</u> minutes, for
 wash-up prior to the meal period and end of shift. <u>Bargaining unit employees shall, when</u>
 <u>necessary and with prior approval from their supervisor, have the option to shower during</u>
 <u>working hours.</u>

66 **10.7** Locker Room Conditions and Audits

67 68	1.	The District shall furnish to all bargaining unit employees, individual lockers. Employees will be responsible for the cleanliness of the District-issued lockers.
69		Employees may not post any photos, posters or stickers on the lockers or locker
70		room walls.
71	2.	Employees may post photos, posters or stickers inside the locker provided it does
72		not violate District policy or cause damage to the locker.
73	3.	Lockers shall be assigned to each permanent bargaining unit employee for the
74		duration of the employee's employment with the District. Issuance of the shower
75		room lockers shall be based on seniority and availability.
76	4.	The District reserves the right to inspect a bargaining unit employee's locker under
77		the following circumstances:
78		Reasonable suspicion that the locker contains stolen property or contraband.
79		<ul> <li>A strong odor emanating from the locker that might be chemical or toxic.</li> </ul>
80		<u>Employment separation.</u>
81	<u>Locker</u>	Audit.
82	5.	The District shall make a reasonable attempt to contact a bargaining unit employee
83		before attempting to open a locker. If the employee cannot be reached, the District
84		will contact a union representative and appointed supervisor to ensure they are
85		present when the locker is opened and contents removed. All personal items shall
86		be labelled and placed in a secure location with Campus Police. After thirty (30)
87		days, any uncollected items will be discarded.
88		
89	6.	Bargaining unit employees, with supervisor's approval, will be able to use a lock of
90		their own choosing. The District is not responsible for the damage or destruction of
91		any locks that could not be opened by the District locksmith.
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- 93 94
- 7. Bargaining unit employees will be given reasonable notice of a locker audit. Lockers suspected of being unused shall be marked in public view. The District will maintain a list of locker assignments.
- 95 96
- 97 Signed and entered into this <u>17th</u> day of <u>August</u>, 2023.
- 98 FOR THE COLLEGE DISTRICT 99
- 100
- **ABB** Robert Blizinski (Aug 17, 2023 15:07 PDT) 101
- 102 Robert S. Blizinski,
- Vice-President, Human Resources 103

104 105

B. Cummin

- 106 107 Brian Cummins,
- 108 **Director**, Human Resources

FOR CSEA Gregory Z ek (Aug 18, 2023 16:39 PDT)

Gregory Zemanek, CSEA, Chapter 777 President

*Joseph Zacklin* Joseph Zacklin (Aug 17, 2023 14:48 PDT)

Joseph Zacklin, **CSEA Labor Relations Representative** 

1 2 3	CALI	TENTATIVE AGREEMETN BETWEEN THE PASADENA AREA COMMUNITY COLLEGE DISTRICT AND THE FORNIA SCHOOL EMPLOYEES ASSOCIATION, AND ITS PASADENA CHAPTER 777				
4 5	August 10, 2023					
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7 8 9 10 11	Distric expre	ollective bargaining proposal presented herein by the Pasadena Area Community College tt to the California School Employees Association and its Pasadena Chapter 777 is ssly made pursuant to the Educational Employment Relations Act and the Collective ining Contract between the parties.				
12	The f	allowing articles shall be deemed to remain unchanged in the Collective Dereciping				
13		ollowing articles shall be deemed to remain unchanged in the Collective Bargaining ment except as set forth below:				
14 15	Ayree	anent except as set totti below.				
15 16 17		ARTICLE 16 HOLIDAYS				
18		<u>HOLIDATS</u>				
19	16.1	Holidays for which employees covered by this Agreement may be eligible are:				
20		New Year's Eve				
21		New Year's Day				
22		Martin Luther King, Jr. Day				
23		Lincoln Day				
24		Washington Day				
25		Cesar Chavez Day				
26		Friday of Spring Vacation Week				
27		Memorial Day				
28		Juneteenth				
29		Independence Day				
30		Labor Day				
31		*California Admission Day (Floating Holiday)				
32		Veterans' Day				
33		Thanksgiving Day				
34 35		The day after Thanksgiving Christmas Eve Day				
35 36		Christmas Day				
30 37		*Winter Break Day Floating Holiday #1				
38		*Winter Break Day Floating Holiday #2				
39		*Winter Break Day Floating Holiday #3				
40						
41		* Alternative days may be observed for members required to work during this time. In				
42		addition, any days designated by the Board of Trustees as holidays in response to either				
43		state or nationally declared proclamation will be observed on a one-time basis only.				
44						
45	16.2	When any holiday or alternative observance day falls on a scheduled workday, a regular				
46		full-time employee covered by this Agreement shall receive such holiday at his/her full				
47		regular rate of pay. Any part-time employee covered by this Agreement may receive				
48		prorate holiday pay if such holiday falls on the day of his/her regular work assignment.				
49	40.0					
50 51	16.3	To be eligible for holiday pay, an employee must be in paid status on the last working day before the holiday and the first working day following the holiday.				

- 16.4 If an employee is required to work on a holiday, he/she shall receive his/her regular rate 52 of pay, plus additional compensation at the rate of one and one-half times his/her regular 53 54 rate of pay for each hour worked on such holiday.
- If, for any academic year during the term of this Agreement, the governing board of the 56 16.5 District determines that California Admission Day is to become a scheduled day of 57 instruction on the District's academic calendar, such holiday shall be converted to a 58 floating holiday for employees in the unit. An employee's utilization of such holiday must 59 create at least a three-day weekend within the academic year in which the holiday 60 accrues; is subject to the employee providing his/her supervisor with not less than 61 fourteen (14) days' notice of the anticipated date of such holiday; and is subject to the 62 scheduling needs of the District. 63
- 64 16.6 Substitute Holiday 65

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If an employee works a workweek other than Monday through Friday and as a result 66 loses a holiday to which he/she would otherwise be entitled, the District will provide a 67 substitute holiday of the number of hours to which the employee would have been 68 entitled had the holiday fallen within the employee's normal work schedule. In advance 69 of a scheduled holiday, the supervisor and the employee will determine substitute 70 71 holiday arrangements for each employee who is eligible for a substitute holiday.

- In the case of a holiday that occurs adjacent to a weekend (Saturday or Sunday), the employee shall have the opportunity for an equivalent length holiday weekend as Monday-Friday employees receive, within twelve (12) full months following the earning of the timeand is subject to the operational needs of the District.
- 77 The District shall, at the start of the fiscal year, negotiate with the Association prior to 78 79 setting the calendar for non-instructional days and campus closures.
- 80 16.7 Floating holidays 81
- 82 The three (3) Winter Break Day Floating Holidays shall be used prior to the end of the fiscal year. California Admission Day floating holiday must be linked to a weekend. 83
- 84 85 Signed and entered into this 17th day of August, 2023.

86 87 FOR THE COLLEGE DISTRICT

- Robert Blizmski (Aug 17, 2023 15:07 PDT) 88
- 89
- Robert S. Blizinski, 90
- Vice-President, Human Resources 91

92 93

- R Cumin 94
- 95 Brian Cummins,
- Director, Human Resources 96

FOR CSEA ek (Aug 18, 2023 16:39 PDT)

Gregory Zemanek, CSEA, Chapter 777 President

10seph Zacklin klin (Aug 17, 2023 14:48 PDT)

Joseph Zacklin, **CSEA Labor Relations Representative**