Joint Meeting with Pasadena City College

April 16, 2013

6:00 p.m.

Pasadena High School
“Little Theater”
2925 E. Sierra Madre Boulevard
Pasadena, California 91107

AGENDA

A. CALL TO ORDER
B. PLEDGE OF ALLEGIANCE
C. WELCOME
   Renatta Cooper, President, Board of Education, Pasadena Unified School District
D. MEMBER INTRODUCTIONS
   Dr. Mark Rocha, Superintendent/President, Pasadena City College
   Jon Gundry, Superintendent, Pasadena Unified School District
E. SPECIAL INTRODUCTION
   Rebecca Huang, Friends of the Pasadena Bad Weather Shelter
F. PATHWAYS
   Dr. Brock Klein, Associate Dean, Title V Program, Pasadena City College
   Javier Carbajal-Ramos, Program Outreach Assistant, Title V Program, Pasadena City College
   Matthew Williams, Instructor, Engineering & Technology, Pasadena City College
G. LINKED LEARNING
   Dr. Marisa Sarian, Director, College and Career Pathways, Pasadena Unified School District
   Deborah Bird, Instructor, Engineering & Technology, Pasadena City College
   Charel Bailey, HSGI Drop-Out Prevention Specialist, Pasadena Unified School District
H. COUNSELING 10
   Dr. Robert Bell, Assistant Superintendent and Senior Vice President, Academic and Student Affairs, Pasadena City College
   Charel Bailey, HSGI Drop-Out Prevention Specialist, Pasadena Unified School District
I. COLLEGE ACCESS PLAN (CAP)
   Dr. Brock Klein, Associate Dean, Title V Program, Pasadena City College
   Manny Perea, Instructor, English, Pasadena City College
   Yu-Chung Chang, Instructor, Mathematics, Pasadena City College
J. WORKFORCE DEVELOPMENT GRANT FUNDING
Dr. Brian McDonald, Chief Academic Officer, Pasadena Unified School District
Dr. Robert Bell, Assistant Superintendent and Senior Vice President, Academic and Student Affairs, Pasadena City College

K. AUDIENCE PARTICIPATION/PUBLIC COMMENT

Members of the public have a right to address the Board concerning any item scheduled for consideration at a special board meeting. All speakers are allowed a maximum of three (3) minutes; however, at the Board’s discretion, if the time to accommodate all speakers exceeds thirty (30) minutes, the time may be reduced to two (2) minutes per speaker.

L. ADJOURNMENT OF JOINT MEETING PUSD/PACCD

M. CONVENE PASADENA AREA COMMUNITY COLLEGE DISTRICT REGULAR BUSINESS MEETING No. 8

N. RECEIVE AND SET PUBLIC HEARING REGARDING INITIAL PROPOSAL TO SUCCESSOR AGREEMENT FOR 2013-2016 FROM PASADENA AREA COMMUNITY COLLEGE DISTRICT TO THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER 777: DISCUSSION WITH POSSIBLE ACTION

O. RECEIVE AND SET PUBLIC HEARING REGARDING JOINT INITIAL PROPOSAL FOR SUCCESSOR AGREEMENT FOR 2013-2016 BETWEEN PASADENA AREA COMMUNITY COLLEGE DISTRICT AND THE PASADENA CITY COLLEGE POLICE OFFICERS ASSOCIATION (POA): DISCUSSION WITH POSSIBLE ACTION

P. CLOSED SESSION

Government Code §54957.6 Collective Bargaining (PCCFA; CSEA 777; ISSU, POA)
Designated Negotiator: Ms. Gail S. Cooper, General Counsel

Government Code §54957.9(a) Negotiation with Unrepresented Employees (Confidential, Management Association)
Designated Negotiator: Ms. Gail S. Cooper, General Counsel

Government Code §54956.9(a) Conference with General Counsel regarding pending litigation (One matter)

Q. OPEN SESSION

R. ADJOURNMENT
Receive and Set Public Hearing Regarding Joint Initial Proposal for Successor Agreement for 2013-2016 between Pasadena Area Community College District and the Pasadena City College Police Officers Association (POA).

April 16, 2013

It is recommended that the Board of Trustees, governing Board of the Pasadena Area Community College District of Los Angeles County, California

- Receive the joint initial proposal for a successor agreement between the Pasadena Area Community College District and POA for 2013-2016, and

- Designate the next regular meeting of the Board of Trustees as the time for receiving public comment regarding the successor agreement.

The fiscal impact will depend upon the final outcome of negotiations between the POA and representatives of the District.

Article 8, Section 3547 of the Government Code states:

All initial proposals of exclusive representatives and of public school employers, which relate to matters within the scope of representation, shall be presented at a public meeting of the public school employer and thereafter shall be public records.

Meeting and negotiating shall not take place on any proposal until reasonable time has elapsed after the submission of the proposal to enable the public to become informed and the public has the opportunity to express itself regarding the proposal at a meeting of the public school employer.

Recommended for Approval by:  

Superintendent/President
TERM

WAGES, CLASSIFICATIONS AND JOB DESCRIPTIONS
- Move all police officers onto same salary schedule for other members of unit
- 5 percent increase to base salary over three year term:
  2% -- July 1, 2013, 2% -- July 1, 2014, 1% -- July 1, 2015
- 50% of the percentage increase to state-funded COLA as increase to all salary schedules
  (example: if state-funded COLA is 2%, increase to all salary schedules would be 1%)
- If any other unit receives increase for January 1, 2013 – June 30, 2013, any prior “me too” clause does not apply
- Remove transport coordinator/assistant out of unit

“ME TOO” CLAUSE
- There will be no “me too” clause in this agreement

ZIPPER CLAUSE
- Contract is fixed for term of agreement

HEALTH INSURANCE
- Current plans to remain in effect; $50 per month contribution to premium per full time unit member for coverage of employee and all dependents

HOLIDAY PAY
- For any holiday worked, in addition to compensation for hours worked at the applicable rate(s), unit member shall receive one substitute holiday of 8 hours. The substitute holiday is not eligible for cash out, must be used within one year of the date it is received, and does not carry over. The unit member shall be permitted to use the substitute holiday if it is requested during the 12 month period; however, it is not permitted to take vacation time while the substitute holiday is available.

WORK SCHEDULE
- Unit members shall receive at least 72 hours advance notice of any change in their regular work schedule unless the change has been deemed an emergency by the Department’s supervisor.
- A work schedule shall be established for every unit member.
UNIFORM ALLOWANCE STIPEND
• In lieu of reimbursement from a uniform vendor, an annual stipend shall be paid by the District no later than the close of the calendar year as follows:

Police Officers: $600.00
Parking technicians: $500.00
Transportation assistant: $500.00
Dispatchers: $400.00
HAZMAT Coordinator: $500.00

CERTIFICATE PAY INCREASE
• Intermediate P.O.S.T. certificate – An increase from 2.5% to 5%
• Advance P.O.S.T. certificate – An increase from 2.5% to 5%

SPECIAL ASSIGNMENT PAY
• Special assignment pay is limited to the assignments of Detective and Field Training Officer. Special assignment pay shall be 5% for a period of one year.

COMPENSATORY TIME CASH OUT
• Unit members may request to cash out up to 120 hours per year.

GRAVEYARD SHIFT DIFFERENTIAL
• Graveyard - An employee regularly assigned to the graveyard shift shall receive a shift differential of 5% above his/her base rate of pay for each day worked on such shift.

All other terms of the current Agreement to remain the same except as indicated above.
Receive and Set Public Hearing Regarding Initial Proposal for Successor Agreement for 2013-2016 from Pasadena Area Community College District to the California School Employees Association (CSEA), Chapter 777, April 16, 2013

If recommended, it is recommended that the Board of Trustees, governing Board of the Pasadena Area Community College District of Los Angeles County, California

- Receive the initial proposal from the Pasadena Area Community College District to California School Employees Association (CSEA), Chapter 777 for successor agreement for 2013-2016.

- Designate the next regular meeting of the Board of Trustees as the time for receiving public comment regarding the initial proposal from the District.

The fiscal impact will depend upon the final outcome of negotiations between the PCCFA and representatives of the District.

Article 8, Section 3547 of the Government Code states:

All initial proposals of exclusive representatives and of public school employers, which relate to matters within the scope of representation, shall be presented at a public meeting of the public school employer and thereafter shall be public records.

Meeting and negotiating shall not take place on any proposal until reasonable time has elapsed after the submission of the proposal to enable the public to become informed and the public has the opportunity to express itself regarding the proposal at a meeting of the public school employer.
TERM

SALARY
5 percent divided over three years; division to be negotiated
If any other unit receives increase for January 1, 2013 – June 30, 2013, any prior “me too” clause does not apply
50% of the percentage increase to state-funded COLA as increase to all salary schedules (example: if state-funded COLA is 2%, increase to all salary schedules would be 1%)

“ME TOO” CLAUSE
No “me too” clause in this agreement

ZIPPER CLAUSE
Contract is fixed for term of agreement

DISCIPLINARY PROCEDURE (Article 13)
Formal hearing procedure to reduce panel to 1 member instead of 3
Selection of panelist by list and strike

CAP ON ACCRUAL OF COMP TIME (Article 21)
Comp time accrual to be capped at 240 hours
Unauthorized overtime may be subject to discipline

TIME CLOCK PROCEDURES (Article 10.2)
Provisions of MOU of August 30, 2012 to be incorporated into contact (biometric scanners)

CALL BACK PAY (Article 22)
Revise current language to reduce mandatory hours paid at applicable rate on call back to campus to two hours.

HEALTH INSURANCE
Current plans to remain in effect; $50 per month contribution to premium per full time unit member for coverage of employee and all dependents

HOLIDAY WORK SCHEDULE MODIFICATION
Upon request by the unit for rescheduling of a shift to accommodate work schedules during holidays or holiday periods, the Executive Director of Facilities or his/her designee, shall decide to grant or deny such request. Such request must be made on behalf of all affected unit members, and if granted, such rescheduling of one or more regular work days alone does not result in additional pay as overtime or holiday pay. Nothing herein shall deprive an employee of overtime or holiday pay worked beyond the employee’s regular full time shift.
WORK OUTSIDE CLASSIFICATION (Article 19)

19.1 Revise current language to match proposed 19.2 below

19.2 Any employee in the unit who is required by Management to perform the duties of a “Lead” for more than ten (10) working days within a thirty (30) calendar day period shall receive extra compensation as “Acting Lead” of no less than five (5) percent and no more than ten (10) percent above his/her regular rate of pay for each day in which the duties of Acting Lead have been performed or portion thereof. The assignment of “Acting Lead” shall be as to designate4d tasks as determined by the Executive Director of Facilities. The percentage of additional compensation shall be determined by the Executive Director of Facilities. If the employee is concurrently performing duties as Acting Lead and in his/her regular classification, the employee’s compensation will be apportioned between these functions, as determined by the Executive Director of Facilities.

UNIFORM ALLOWANCE

The District will purchase one set of new uniforms for each unit member one time during the term of this contract. Each unit member will be paid a stipend of $100 per year for cleaning and any other maintenance.

All other terms of the current Agreement to remain the same except as indicated above.