

1 **MEMORANDUM OF UNDERSTANDING**

2 **BETWEEN THE**

3 **PASADENA AREA COMMUNITY COLLEGE DISTRICT**  
4 **AND THE**

5 **PASADENA CITY COLLEGE CALIFORNIA FEDERATION OF TEACHERS (PCC-CFT)**  
6 **LOCAL 6525 PCC/CFT**

7 **May 30, 2024**

8 **HYBRID WORK BENEFIT PROGRAM**

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11  
12  
13  
14 This Memorandum of Understanding (MOU) is entered into by and between the Pasadena Area  
15 Community College District (hereinafter referred to as "PACCD" or "the District") and the  
16 Pasadena City College California Federation of Teachers (hereinafter referred to as "PCC-CFT"  
17 or "the Union") Local 6525 PCC/CFT, in accordance with the Educational Employment  
18 Relations Act and the Collective Bargaining Agreement between the parties.  
19

20 The Pasadena Area Community College District ("District") encourages workplace flexibilities to  
21 better support students, employees, and District operations. The District recognizes the  
22 advantages of flexible work options for employees when both program and employee personal  
23 needs can be met.  
24

25 Employees must understand that adherence to the policy and procedures is essential to the  
26 success of the Remote Work program.  
27

28 The District's Remote Work program is a separate and independent process from the  
29 Americans with Disability Act (ADA)/Medical Accommodation process. All ADA/Medical  
30 accommodation requests must be referred to the District's ADA Coordinator.  
31

32 Granting a remote work arrangement is a privilege and not a right or entitlement. The  
33 arrangement is a cooperative effort between the employee and department. The operational  
34 needs of the District and the justification for the request will be considered. Certain positions,  
35 assignments, and classifications will not be suitable for a remote work arrangement. The District  
36 encourages an environment where all staff, whether they are participating in remote work or not,  
37 work collaboratively.  
38

39 **Definitions:**

40  
41 **Alternative Work Location** – A management-approved work site, other than the  
42 employee's central workplace, where the employee performs his/her usual job duties. Such  
43 location may include, but is not limited to, the employee's residence.

44 **Primary Workplace** – The employee's official work site at the District.

45 **District** – The Pasadena Area Community College District.

46 **Remote Work Agreement** – A written agreement between the District and the employee  
47 outlining the employee's obligations and responsibilities in accordance with this policy.

48 **Remote Work** – A work arrangement in which District management authorizes  
49 permanent part-time and full-time employees to perform their usual job duties at an  
50 alternative work location, away from their primary workplace, in accordance with their  
51 individual **Remote Work Agreement**.

52 **Work Schedule** – An employee’s set hours of work.

53 **Day** – A calendar day.

54 **Fixed** – A set, recurring schedule of remote work and onsite work assignments at the request of  
55 the employee with prior written approval by the appropriate supervisor or manager.

56

57 **Eligibility:**

58

59 Remote work assignments are not suitable for all positions and essential personnel. Remote  
60 work will not be offered when doing so would impact the applicable unit’s ability to meet demand  
61 for on-campus services and supports to address internal and external District needs. All  
62 permanent non-essential (probationary employees are not eligible) Management, and Classified  
63 District employees may be eligible for a Remote Work assignment, pending approval as outlined  
64 below.

65

66 Temporary, short-term, substitute, and other non-permanent employees may be eligible for  
67 Remote Work when specific job duties allow. A Remote Work assignment for a temporary,  
68 short-term, substitute, or other non-permanent employee must be approved by the appropriate  
69 executive manager (Superintendent/President or Vice President) and Human Resources.

70

71 **General Eligibility Requirements:**

72

73 1. The employee and appropriate immediate supervisor meet to discuss position  
74 suitability, operational need, and employee eligibility for a remote work assignment.

75

76 2. A remote work arrangement does not change the established vacation accrual  
77 maximums.

78

79 3. Employees must be in good standing and cannot be on a performance improvement  
80 plan within the last year.

81

82 4. Employees must take their applicable breaks and lunches as scheduled (consistent  
83 with provisions of the Collective Bargaining Agreement—CBA) and continue to report  
84 absences and vacation time in the District’s timekeeping system.

85

86 5. Employees’ alternative work location must be primarily within the state of California  
87 and within a reasonable vicinity to the District.

88

89 6. Employees must sign the Remote Work agreement.

90

91 7. Remote work arrangements will not be available during periods in which the District  
92 has elected a condensed work week scheduled for all employees.

93

94 The appropriate executive manager (Vice President) and the Vice President for Human  
95 Resources may approve exceptions to the general eligibility requirements. A denial decision by  
96 the appropriate Vice President and the Vice President for Human Resources is final.

97

98 **Remote Work Assignment Options:**

99

100 All employees, as outlined under “Eligibility” above, may request a Fixed Remote Work  
101 assignment. Employees may not be assigned a Remote Work assignment without their consent  
102 unless the assignment is necessary for continuity of operations during an emergency.  
103

104 The decision to approve or disapprove of a Remote Work assignment shall be at the sole  
105 discretion of the District within the Management Rights clause of each collective bargaining  
106 agreement or employee handbook.  
107

108 **Approval Process:**

109  
110 The following is an outline of the steps needed for approval to participate in the Remote  
111 Work Program.  
112

113 **Step 1:** Employee completes the **Remote Work Arrangement Readiness Checklist**  
114 **and Expectations for Employees** and the Remote Work Arrangement  
115 Request Form and submits the completed forms to their immediate supervisor.  
116

117 **Step 2:** The immediate supervisor completes **Remote Work Arrangement Readiness**  
118 **Checklist and Expectations for Managers** and **Remote Work Arrangement**  
119 **Request Form**. The immediate supervisor shall inform the employee of any  
120 revisions necessary for the form to be approved.  
121

122 **Step 3:** If the immediate supervisor approves the **Remote Work Arrangement Request**  
123 **Form**, the immediate supervisor will forward the signed form to the Area  
124 Vice President for review and approval. If the immediate supervisor does not approve the  
125 **Remote Work Arrangement Request Form** it shall be returned to the employee.  
126

127 **Step 4:** The Area Vice President reviews the request and the **Remote Work Arrangement**  
128 **Request Form**. If the Area Vice President does not approve the **Remote Work Arrangement**  
129 **Request Form**, it shall be returned to the employee.  
130

131  
132 **Step 6:** If approved, the form will be sent to the employee for signature along with the **Self-**  
133 **Certification Checklist for Remote Work**. If not approved, the form shall be returned to the  
134 employee.  
135

136 **Step 7:** Risk Management may inspect the employee’s designated alternative work  
137 location.  
138

139 **Step 8:** Employee completes and signs the **Remote Work Agreement** along with the **Self-**  
140 **Certification Checklist for Remote Work**.  
141

142 **Step 9:** Prior to starting a remote work arrangement, the immediate supervisor must review  
143 and initial the **Remote Work Agreement**.  
144

145 The immediate supervisor, and Area Vice President shall act on remote work requests within 15  
146 calendar days of receipt. In the event a request is not approved, a reason shall be set forth in  
147 the applicable “Comment” area of the Remote Work Arrangement Request Form. A decision to  
148 deny a remote work request will be reviewed with the employee but is not subject to any  
149 grievance or appeal process.  
150

151 **General Guidelines:**

- 152
- 153 1. Participation in a remote work arrangement is a privilege and not a right to this voluntary
- 154 non-monetary benefit and will be approved on a case-by-case basis consistent with the
- 155 mission and operational needs of the District and the employee's Department. The
- 156 District is not obligated to approve remote work for employees, and eligible employees
- 157 are not obligated to participate in remote work.
- 158
- 159 2. Remote work pursuant to these guidelines must be approved before it commences.
- 160
- 161 3. Employees must be as accessible as their onsite counterparts during their agreed-upon
- 162 regular work schedule, regardless of work location. Remote work employees may be
- 163 required to work at their onsite location for meetings, events, and other situations
- 164 deemed necessary by their supervisors.
- 165
- 166 4. Employees must be working and available for and maintain regular communication while
- 167 working remotely. Regular communication may include telephone, email, video
- 168 conferencing, and other readily available forms of communication. The supervisor may
- 169 assign acceptable communication methods and expectations for timely response as long
- 170 as they are consistent with onsite work expectations and standard business practices.
- 171 Acceptable communication methods and expectations shall be clearly communicated to
- 172 the employee.
- 173
- 174 5. Participation in a remote work arrangement should not result in overtime unless
- 175 authorized in advance by management personnel. An employee's obligation to request
- 176 overtime before commencing additional work hours does not change under a remote
- 177 work arrangement.
- 178
- 179 6. All remote work arrangements will be reviewed at least annually. New remote work
- 180 arrangements will be reviewed at 30-day intervals during the first 90 days, which is
- 181 intended to provide both the employee and their supervisor an opportunity to review and
- 182 evaluate the remote work arrangement.
- 183
- 184 7. Employees must maintain substantially similar overall work performance while working
- 185 remotely. While some tasks, projects, and assignments may be improved while working
- 186 remotely and others may be less efficient or effective, the overall level of performance
- 187 must meet expected onsite work performance standards.
- 188
- 189 8. Safety and Workers' Compensation
- 190
- 191 a. Remote work employees agree to furnish and maintain the alternate work
- 192 location in a safe manner consistent with the requirements of the City, State, and
- 193 federal safety regulations, and are required to complete the **Remote Work**
- 194 **Arrangement Readiness Checklist and Expectations Form** before remote
- 195 work commences. The alternate work location may be subject to safety
- 196 compliance inspection by Risk Management and/or other authorized individuals
- 197 on an employee's during remote work hours, as necessary. Reasonable notice
- 198 will be provided prior to inspection.
- 199 b. Remote work employees may be eligible for workers' compensation benefits for
- 200 injury or illness that arises out of the employee's work and occurs at the specified
- 201 area of the alternative work location during the work schedule specified in the

202                   **Remote Work Agreement.** A job-related accident/illness during remote work  
203 hours must be reported to the employee's immediate supervisor or designee  
204 immediately or no later than 24 hours after the accident/illness, absent  
205 extenuating circumstances.  
206

207           9. Remote work is not intended to allow for employees to pursue outside employment, to  
208 run their own businesses or engage in personal activities during working hours.  
209

210           10. Remote work employees must manage personal responsibilities such as childcare and  
211 other dependent care at their own expense and in a manner that allows job  
212 responsibilities and expectations to be successfully met as if they were working at their  
213 central workplace. Participation in remote work should not equate to a substitution for  
214 childcare.  
215

216           11. Remote work employees understand that all obligations, responsibilities, codes of  
217 conduct, laws, policies, and terms and conditions of employment apply in the same  
218 manner and form during remote work as if the employee were working at the central  
219 workplace, unless otherwise specifically addressed in this Policy or the **Remote Work**  
220 **Agreement**. Any breach of the **Remote Work Agreement** by the employee may result  
221 in modification or termination of remote work privileges, termination of the remote work  
222 arrangement, and/or disciplinary action, up to and including termination of employment.  
223

224           12. Equipment and Information Security.  
225

226           a. All remote work employees are expected to use either District-issued equipment;  
227 or equipment vetted and approved by the PCC Information Technology Services  
228 (ITS). The use of District equipment at the alternate work location will be  
229 evaluated on a case-by-case basis. Depending upon the situation, equipment  
230 needs for remote work employees will vary as determined by the employee's  
231 supervisor, Area Vice President, and the Chief Technology Officer.

232           b. Remote work employees are responsible for (if supplied) returning all District-  
233 owned equipment upon request from their supervisor, when the remote work  
234 arrangement ends, or upon termination of employment.

235           c. Remote work employees must adhere to the District's security policies and  
236 measures covering information security, software licensing, internet access, and  
237 data privacy.

238           d. District-owned equipment shall be used for work-related purposes only and is  
239 limited to use by the remote work employee. Remote work employees are  
240 responsible for ensuring that District-owned equipment is properly and  
241 responsibly used, maintained, stored and secured.

242           e. Maintenance of District-owned equipment will be performed by Information  
243 Technology Services staff or their authorized technician. The remote work  
244 employee will be responsible for promptly reporting maintenance needs to the  
245 Helpdesk, and transporting the equipment to the District designated repair  
246 location, if applicable. Necessary maintenance and repairs on District-owned  
247 equipment will be performed at the District's expense, unless the need for  
248 maintenance or repairs resulted from non-work-related use or preventable  
249 neglect.

250           f. Remote work employees who are approved to use personal equipment and  
251 resources to perform work at the alternate work location are responsible for the  
252 expenses and costs of the equipment and resources. Accordingly, maintenance

253 and repair of personal equipment is the responsibility of the employee. The  
254 District is not responsible for costs, expenses or liability associated with personal  
255 equipment or resources, even if the employee is engaged in District work at the  
256 time.

257 g. Remote work employees must promptly notify their immediate supervisor of any  
258 disruptions at the alternate work location (e.g., equipment failure, power outages,  
259 telecommunication difficulties) impacting the employee's ability to perform their  
260 job duties. In such occurrence, the District may require the employee to report to  
261 the central workplace or the employee may request leave. If the employee is  
262 required to report to the central workplace, the employee is not guaranteed  
263 "replacement time" or an "in lieu of" remote workday. However, the employee's  
264 remote workday may be temporarily switched to another day with approval from  
265 their immediate supervisor.  
266

### 267 13. Costs/Expenses

- 268 a. The employee is responsible for all costs related to high-speed internet access at  
269 the remote work location.
- 270 b. Basic office supplies may be obtained through normal departmental procurement  
271 procedures.
- 272 c. Any costs related to remodeling and/or furnishing the alternate work location is  
273 non-reimbursable and is the sole responsibility of the employee.
- 274 d. Normal household expenses associated with the alternate work location (e.g.,  
275 home maintenance, utilities, high-speed internet access, rent, mortgage  
276 payments, insurance, taxes) are the sole responsibility of the remote work  
277 employee and are non-reimbursable.  
278

279 14. If work assignments necessitate remote access of or use of confidential District  
280 information, remote work employees are required to take reasonable and prudent  
281 measures to ensure the security of confidential District information and prevent its loss  
282 or unauthorized disclosure. Any breach of confidential information by the employee may  
283 result in modification or termination of remote work privileges, termination of the remote  
284 work arrangement, and/or disciplinary action, up to and including termination of  
285 employment.  
286

287 15. Tax implications of remote work are the responsibility of the employee. The remote work  
288 employee, at their own discretion and expense, may consult independent professionals  
289 for advice in this area.  
290

### 291 **Supervisor Responsibilities:**

292  
293 Supervisors must provide timely support, feedback, and direction for employees working  
294 remotely in a substantially similar manner to employees working onsite. Supervisors must be  
295 available through regular communication methods during their work hours, with clear  
296 expectations for responses to employees' communications.  
297

298 Supervisors must proactively monitor employee performance, provide support and feedback,  
299 and ensure services and operations are not negatively impacted by remote work assignments.  
300 Supervisors must manage coverage and availability of services to ensure students, other  
301 District employees, and/or the general public receive timely and adequate service.  
302

303 Supervisors must ensure employees have completed all requirements to participate in Remote  
304 Work and maintain eligibility, or promptly notify HR and the employee when they are no longer  
305 eligible for Remote Work.

306  
307 Supervisors must complete training on managing remote work assignments successfully and  
308 maintain substantially similar performance in their supervisory duties.

309  
310 Supervisors must ensure employees on a Remote Work assignment comply with all  
311 confidentiality and privacy requirements and District IT policies and requirements.

312  
313 Supervisors shall endeavor to provide equitable Remote Work opportunities to all employees  
314 under their supervision.

315  
316 **Remote Work Assignment Considerations:**

317  
318 Remote Work assignments are assessed based on the essential job functions and employee  
319 performance. The following elements must be considered before a Remote Work assignment is  
320 approved:

- 321
- 322 1. Job Knowledge – does the employee have adequate job knowledge to perform their core  
323 functions without close supervisor or regular input from their supervisor and coworkers that  
324 would impede the efficiency of working remotely.
  - 325
  - 326 2. Employee Characteristics – does the employee’s past performance demonstrate the  
327 necessary work quality, consistency, responsibility, accountability, and self-direction for  
328 successful remote work.
  - 329
  - 330 3. Task, Assignment, and Projects – can the employee’s core work responsibilities be assigned,  
331 performed, completed, and managed away from the office.
  - 332
  - 333 4. Student/Employee/Public Contact – can the employee’s routine interpersonal interactions be  
334 conducted remotely without reducing the effectiveness, efficiency, or equity of services  
335 provided.
  - 336
  - 337 5. Reference Materials – does the employee have access to necessary information, guides,  
338 manuals, and similar resources and materials necessary to perform their work remotely.
  - 339
  - 340 6. Technology Resources – does the employee have adequate technology resources to perform  
341 work remotely (e.g. high-speed internet, monitors, etc.).
  - 342
  - 343 7. Special Equipment – do the employee’s routine work assignments require any special  
344 equipment requiring them to be onsite to complete core tasks.
  - 345
  - 346 8. Information Security – can the District provide adequate security of confidential and private  
347 information stored and transmitted through internet technologies and can the employee provide  
348 adequate security of information possessed, viewed, and used while working remotely.
  - 349
  - 350 9. Travel – will the employee be able to meet travel needs while working remotely.
  - 351

352 **One-Year Review:**

353

354 No later than thirteen months after the commencement of this remote work program,  
355 the Vice President for Human Resources shall prepare a report concerning the  
356 operation of the program during the first 12 months. The report shall contain the  
357 following information:

- 358 • The number of remote work requests
- 359 • The type of remote work requests (e.g., full, partial)
- 360 • The number of remote work requests denied and who they were denied by
- 361 • The reasons remote work requests were denied
- 362 • The number of remote work requests approved

363

364 **Remote Work Assignment Modification or Termination:**

365

366 Employees may request to end a remote assignment and return to onsite work with at least five  
367 days' notice to their supervisor.

368

369 Supervisors may cancel, with 5 calendar days' notice, an employee's remote work agreement  
370 when the supervisor deems that the remote work arrangement is not working effectively or as  
371 envisioned.

372

373 A Vice President may cancel an employee's Remote Work agreement based on a validated  
374 conduct issue with 24 hours' notice, excluding weekends and holidays.

375

376 A Vice President may require employees to report to work onsite temporarily due to an  
377 unforeseen business necessity or emergency with 24 hours' notice.

378

379 Supervisors may require employees to report to work onsite immediately during an emergency  
380 as directed by the Superintendent/President or Vice President.

381

382 Any and all remote work assignments will be terminated during periods in which the District has  
383 implemented a condensed work schedule for all employees.

384

385 A decision to terminate a remote work agreement will be reviewed with the employee but is not  
386 subject to any grievance or appeal process.

387

388 Also see the Collective Bargaining Agreements (CBA)/Handbooks for applicable employee  
389 groups. If there is any conflict between this procedure and the applicable CBA, the CBA  
390 provisions shall prevail.

391

392 This MOU is subject to ratification by the Board of Trustees. This MOU shall take effect upon its  
393 execution and approval by the Parties and shall be deemed to be effective through June 16, 2025.  
394 This MOU shall remain in effect for its duration and shall immediately lapse thereafter. This MOU  
395 is non-precedential and may not be utilized as the basis for any current or future claim of a past  
396 practice.


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399

400 For the District:

401

  
Robert Blizinski (Jun 3, 2024 10:23 PDT)  
Robert S. Blizinski,

Date: Jun 3, 2024



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406  
407

Assistant Superintendent/Vice President Human Resources

For PCC-CFT, Local 6525:

*Anna Davis*  
Anna Davis (Jun 4, 2024 11:22 PDT)

Date: Jun 4, 2024

Anna Davis,  
CFT President