

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

**PASADENA AREA COMMUNITY COLLEGE DISTRICT
AND THE**

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

June 3, 2025

HYBRID WORK BENEFIT PROGRAM

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

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

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

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

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

Definitions:

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

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

District – The Pasadena Area Community College District.

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

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

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

Day – A calendar day.

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

Eligibility:

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

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

General Eligibility Requirements:

1. The employee and appropriate immediate supervisor meet to discuss position suitability, operational need, and employee eligibility for a remote work assignment.
2. A remote work arrangement does not change the established vacation accrual maximums.
3. Employees must be in good standing and cannot be on a performance improvement plan within the last year.
4. Employees must take their applicable breaks and lunches as scheduled (consistent with provisions of the Collective Bargaining Agreement—CBA) and continue to report absences and vacation time in the District’s timekeeping system.
5. Employees’ alternative work location must be primarily within the state of California and within a reasonable vicinity to the District.
6. Employees must sign the Remote Work agreement.
7. Remote work arrangements will not be available during periods in which the District has elected a condensed work week scheduled for all employees.

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

Remote Work Assignment Options:

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

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

Approval Process:

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

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

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

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

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

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

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

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

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

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

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.
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- 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.
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- 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.
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- 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.
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- 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.
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- 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.
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- 189 8. Safety and Workers' Compensation
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- 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

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

9. Remote work is not intended to allow for employees to pursue outside employment, to run their own businesses or engage in personal activities during working hours.
10. Remote work employees must manage personal responsibilities such as childcare and other dependent care at their own expense and in a manner that allows job responsibilities and expectations to be successfully met as if they were working at their central workplace. Participation in remote work should not equate to a substitution for childcare.
11. Remote work employees understand that all obligations, responsibilities, codes of conduct, laws, policies, and terms and conditions of employment apply in the same manner and form during remote work as if the employee were working at the central workplace, unless otherwise specifically addressed in this Policy or the **Remote Work Agreement**. Any breach of the **Remote Work Agreement** by the employee may result in modification or termination of remote work privileges, termination of the remote work arrangement, and/or disciplinary action, up to and including termination of employment.
12. Equipment and Information Security.
 - a. All remote work employees are expected to use either District-issued equipment; or equipment vetted and approved by the PCC Information Technology Services (ITS). The use of District equipment at the alternate work location will be evaluated on a case-by-case basis. Depending upon the situation, equipment needs for remote work employees will vary as determined by the employee's supervisor, Area Vice President, and the Chief Technology Officer.
 - b. Remote work employees are responsible for (if supplied) returning all District-owned equipment upon request from their supervisor, when the remote work arrangement ends, or upon termination of employment.
 - c. Remote work employees must adhere to the District's security policies and measures covering information security, software licensing, internet access, and data privacy.
 - d. District-owned equipment shall be used for work-related purposes only and is limited to use by the remote work employee. Remote work employees are responsible for ensuring that District-owned equipment is properly and responsibly used, maintained, stored and secured.
 - e. Maintenance of District-owned equipment will be performed by Information Technology Services staff or their authorized technician. The remote work employee will be responsible for promptly reporting maintenance needs to the Helpdesk, and transporting the equipment to the District designated repair location, if applicable. Necessary maintenance and repairs on District-owned equipment will be performed at the District's expense, unless the need for maintenance or repairs resulted from non-work-related use or preventable neglect.
 - f. Remote work employees who are approved to use personal equipment and resources to perform work at the alternate work location are responsible for the expenses and costs of the equipment and resources. Accordingly, maintenance

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

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

13. Costs/Expenses

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

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

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

Supervisor Responsibilities:

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

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

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

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

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

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

Remote Work Assignment Considerations:

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

1. Job Knowledge – does the employee have adequate job knowledge to perform their core functions without close supervisor or regular input from their supervisor and coworkers that would impede the efficiency of working remotely.

2. Employee Characteristics – does the employee's past performance demonstrate the necessary work quality, consistency, responsibility, accountability, and self-direction for successful remote work.

3. Task, Assignment, and Projects – can the employee's core work responsibilities be assigned, performed, completed, and managed away from the office.

4. Student/Employee/Public Contact – can the employee's routine interpersonal interactions be conducted remotely without reducing the effectiveness, efficiency, or equity of services provided.

5. Reference Materials – does the employee have access to necessary information, guides, manuals, and similar resources and materials necessary to perform their work remotely.

6. Technology Resources – does the employee have adequate technology resources to perform work remotely (e.g. high-speed internet, monitors, etc.).

7. Special Equipment – do the employee's routine work assignments require any special equipment requiring them to be onsite to complete core tasks.

8. Information Security – can the District provide adequate security of confidential and private information stored and transmitted through internet technologies and can the employee provide adequate security of information possessed, viewed, and used while working remotely.

9. Travel – will the employee be able to meet travel needs while working remotely.

Remote Work Assignment Modification or Termination:

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

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

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

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

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

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

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

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

This MOU is subject to ratification by the Board of Trustees. This MOU shall take effect upon its execution and approval by the Parties and shall be deemed to be effective through June 15, 2026. This MOU shall remain in effect for its duration and shall immediately lapse thereafter. This MOU is non-precedential and may not be utilized as the basis for any current or future claim of a past practice.



Date: 06/04/2025

For the District:

Robert S. Blizinski,
Assistant Superintendent/Vice President Human Resources

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For PCC-CFT, Local 6525:



Anna Davis,
CFT President

Date: 06/03/2025