

**COUNTER PROPOSAL FROM  
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS  
PASADENA CITY COLLEGE CHAPTER 777  
TO THE  
PASADENA AREA COMMUNITY COLLEGE DISTRICT**

May 20, 2026

1 ARTICLE 5 – District Rights

2 **5.1 General Management Authority**

3 ~~Except as expressly limited by the specific terms of this Agreement or by applicable state or federal~~  
4 ~~law, the Pasadena Area Community College District retains and reserves all rights, powers, and~~  
5 ~~authority inherent in its role as a public employer to manage, direct, and control its operations to~~  
6 ~~the full extent permitted by law, including but not limited to the California Education Code, the~~  
7 ~~Educational Employment Relations Act (EERA), and the California Government Code. Except as~~  
8 ~~limited by the terms of this Agreement and by applicable law, it~~ is understood and agreed that the  
9 District retains all of its powers and authority to:

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11 **(a)** direct, manage, and control to the full extent of the law. Included in, but not limited to those  
12 duties and powers, are the exclusive right to determine its organization;

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14 **(b)** direct the work of its employees; determine the times and hours of operation;

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16 **(c)** determine the kinds and levels of services to be provided and the means of providing them;

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18 **(d)** establish educational policies, goals, and objectives; ensure the rights and educational  
19 opportunities of students;

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21 **(e)** determine staffing patterns; determine the kinds and number of personnel required; maintain  
22 the efficiency of District operations;

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24 **(f)** determine the curricula; build, move, or modify facilities; establish budget procedures and  
25 determine budgetary allocation;

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27 **(g)** determine the methods of raising revenue;

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29 **(h)** take action on any matter in the event of an emergency;

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31 **(i)** and to hire, classify, assign, evaluate, promote, terminate, and for cause, discipline employees.

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33 ~~The exercise of management authority shall not be subject to the grievance and arbitration~~  
34 ~~procedure except where a specific written provision of this Agreement expressly provides~~  
35 ~~otherwise.~~

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**5.2 Enumerated Management Rights**

Without limiting the generality of Section 5.1, and subject to the meet-and-confer obligations required by law, the District's management rights include the exclusive authority to:

(a) Determine the organizational structure of the District and any of its departments, divisions, or functional units;

(b) Direct, supervise, and evaluate the work and performance of employees;

(c) Determine the operational calendar, hours of operation, and scheduling of services;

(d) Determine the type and level of services to be provided and the methods and means by which such services are delivered;

(e) Establish and modify job classifications, duties, and qualifications in accordance with applicable law and this Agreement;

(f) Determine staffing patterns, workload standards, and the number and types of positions required to carry out District operations;

(g) Hire, rehire, promote, transfer, assign, reassign, schedule, evaluate, discipline for cause, demote, layoff, and separate employees in accordance with applicable law and this Agreement;

(h) Determine and administer the District's budget, including the allocation of funds, prioritization of expenditures, and methods of raising and managing revenue;

(i) Build, lease, occupy, improve, modify, relocate, or vacate facilities as needed to fulfill the District's operational needs;

(j) Introduce, implement, or modify technology, equipment, tools, or operational systems to maintain or improve efficiency, safety, or service quality;

(k) Establish and enforce rules, regulations, and policies governing employee conduct, performance standards, and workplace safety;

(l) Contract for goods and services, subject to applicable law and the provisions of Article 4 of this Agreement; and

(m) Take any and all actions necessary to address a declared emergency or urgent operational need, consistent with applicable law.

**5.32 Limitation and Savings Clause**

Nothing in this Article shall be construed to:

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(a) Abrogate, diminish, or waive any right expressly granted to employees or to CSEA Chapter 777 under the specific terms of this Agreement;

(b) Abrogate, diminish, or waive any right guaranteed to employees under applicable law, including rights under the EERA (Government Code §3540 et seq.), the California Education Code, or applicable provisions of the California Government Code;

(c) Authorize the District to take any action that constitutes an unlawful unilateral change to a negotiable subject of bargaining as defined under EERA without first providing CSEA with notice and the opportunity to bargain as required by law; or

(d) Limit CSEA’s right to file an unfair labor practice charge with the Public Employment Relations Board (PERB) as provided by law.

**5.43 Exercise of Rights**

The District’s failure to exercise any right reserved herein, in any particular instance or over any period of time, shall not constitute a waiver of such right, nor shall it establish a past practice that is binding on the District with respect to future exercises of that right, unless the District has expressly agreed in writing to such limitation.

**5.54 Duty to Bargain Upon Request**

Nothing in this Article shall be interpreted to relieve the District of its obligation, upon timely written request by CSEA, to meet and confer over the negotiable effects of a management decision to the extent required by applicable law.