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**MEMORANDUM OF UNDERSTANDING
PASADENA AREA COMMUNITY COLLEGE DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its PASADENA CHAPTER 777**

January 30, 2025

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This Memorandum of Understanding (MOU) is entered into by and between the Pasadena Area Community College District (PACCD) and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its PASADENA CHAPTER 777 (“CSEA”) (collectively “Parties”) is expressly made pursuant to the Educational Employment Relations Act and the Collective Bargaining Agreement between the parties.

PAY FOR WILDFIRE EMERGENCY

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In recognition of CSEA employees who reported to work on Wednesday, January 8, 2025 and Thursday, January 9, 2025 during wildfire emergency conditions that resulted in the District declaring a closure of operations on Wednesday, January 8 through Friday, January 10, 2025. The District agrees to the following:

Those employees who reported to work on Wednesday, January 8, 2025, and/or Thursday, January 9, 2025, shall receive pay equal to the amount of time worked on these dates, payable at double their hourly rate of pay.

Those employees who reported to work between Friday, January 10, 2025 and Sunday, January 12, 2025 shall receive \$80.00 for each day during this period that they reported to work.

Additionally, the parties acknowledge and agree to the following temporary emergency initiatives set forth below.

Payroll Advancement Highlights (February 28, 2025)

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The District will provide employees directly affected by the wildfires with a payroll advance on earned income to assist with financial needs. The amount of the advance, the terms of repayment, and the conditions for repayment are outlined below.

Amount and Terms

Employees may request a one-time payroll advance based on the following:

Full-Time Probationary/Permanent Employees: an amount equal to a month’s salary not to exceed \$6,000.

Part-Time Employees: an amount equal to their average monthly earnings over the past 12 months not to exceed \$6,000

- The loan will be interest-free.
- Deadline to submit the Payroll Advance request will be February 28, 2025.
- Check will be provided within two weeks of approval, with goal of a check within one week of request.
- No voluntary benefit deductions will be deducted in advance.

Repayment Schedule

- Repayment of the payroll advance will begin with the employee’s May paycheck.
- Upon application, employees authorize the District to begin payroll deductions for repayment beginning with the May 2025 paycheck. Adjunct Faculty will need to pay their

52 advance by the end of their spring assignment (July 5, 2025 paycheck). All other part-time hourly
53 employees will have through their July 10, 2025 paycheck for repayment.

- 54 • Repayment must be completed by the end of the calendar year. The last deduction will
55 occur on the payroll issuing on December 1st for certificated employees or December 10th for all
56 other employees.

57 58 **Temporary Pasadena City College Natural Disaster Leave Guidelines (June 30, 2025)**

59 60 **Purpose**

61 Pasadena City College (PCC) is committed to supporting employees who are impacted by natural
62 disasters such as earthquakes, wildfires, floods, or other emergencies. These guidelines provide guidelines
63 for leave and flexible arrangements to ensure the well-being of employees while maintaining operational
64 continuity. These guidelines may be amended to reflect any changes from state and/or federal authorities.

65 66 **Scope**

67 These guidelines apply to all employees of PCC, including full-time, part-time, and temporary staff, who
68 are directly impacted by a natural disaster or emergency that disrupts their ability to perform job duties
69 and continues through June 30, 2025.

70 71 **Definitions**

- 72 • Natural Disaster: A significant event such as an earthquake, wildfire, flood, severe storm,
73 or other emergency recognized by federal, state, or local authorities as a disaster.
- 74 • Direct Impact: Circumstances in which an employee is displaced, experiences property
75 damage, is under mandatory evacuation, or faces other hardships resulting from a natural disaster.
- 76 • Emergency Response Personnel: Employees who serve as firefighters, law enforcement,
77 emergency medical personnel, or other first responders under California Labor Code Section
78 230.3.

79 80 **Guidelines Provisions**

81 **Paid Leave**

- 82 • Employees directly affected by a natural disaster may receive up to five (5) days of paid
83 leave.
- 84 • Paid leave is intended to provide immediate relief without requiring the use of accrued
85 leave balances.
- 86 • To qualify, the employee must notify their supervisor and HR and submit reasonable
87 documentation (e.g., evacuation orders, insurance claims, or notices from utility providers).

88 **Unpaid Leave**

- 89 • If additional time off is required, employees may request up to ten (10) days of unpaid
90 leave, subject to approval by their supervisor and Human Resources.
- 91 • Employees may choose to use accrued leave balances (e.g., vacation, sick leave, or
92 personal days) in lieu of unpaid leave.

93 **Emergency Response Personnel Leave**

- 94 • Employees who are emergency response personnel may take unpaid leave to fulfill duties
95 during a disaster under California Labor Code Section 230.3.
- 96 • PCC may provide paid leave for these employees at its discretion, or they may use
97 accrued leave.

98 99 **Flexible Work Arrangements**

- 100 • If appropriate, supervisors may approve temporary remote work or adjusted schedules for
101 employees whose housing and/or dependent care services were affected by a natural disaster,
102 based on the nature of their work.

- Flexible arrangements should balance the needs of the employee with operational requirements.

Employee Responsibilities

- Notification: Employees must inform their supervisor as soon as practicable if they are unable to report to work.
- Documentation: Employees must provide reasonable documentation to verify the need for leave or flexible arrangements. This documentation will be forwarded to and retained by the Office of Human Resources.

Continuation of Benefits

Employees on approved leave under these guidelines will retain their health and welfare benefits in accordance with PCC's leave policies and applicable laws.

Return to Work

- Employees should communicate their anticipated return-to-work date with their supervisor and Human Resources.
- PCC will provide reasonable accommodation for employees facing ongoing challenges due to the disaster, as required by law.

Catastrophic Leave Donation Program for Natural Disasters or States of Emergency

Introduction: This program enables employees of the Pasadena Area Community College District who have accrued leave credits to donate them to colleagues affected by natural disasters or states of emergency. The assistance aims to support employees who are unable to work and have exhausted all available leave credits.

Purpose

Employees who accrue vacation or sick leave credits may voluntarily donate these credits to a community bank for those employees within the District affected by a declared natural disaster or state of emergency.

Donation Guidelines

- Donor Eligibility: Any employee can donate, provided they retain a minimum of two weeks (80 hours) of their own accrued leave.
- Distribution of Leave: Distribution of donated leave credits is predicated on the number of leave credits donated and the number of applicants requesting leave and will be distributed proportionately.
- Types of Leave Donated: Employees may donate vacation and sick leave credits.
- Minimum/Maximum Donation: Employees must donate at least 8 hours and can donate up to a maximum that ensures they retain the required minimum of their own accrued leave.

Distribution of Donated Time

- Assessment of Need: Levels of urgency and impact are established to prioritize allocation:
 - Level 1: Immediate housing displacement.
 - Level 2: Childcare challenges requiring immediate attention.
 - Level 3: Other significant impacts (e.g., loss of household utilities or transportation difficulties).
- Amount of Leave: Leave is allocated based on assessed need:
 - Level 1: Up to 80 hours.

- 153 • Level 2: Up to 40 hours.
154 • Level 3: Up to 24 hours.
- 155 • Ongoing Support: Provisions for ongoing needs allow for reapplication if the disaster's
156 impact continues beyond the initial grant of leave.
157

158 **Eligibility**

- 159 • Affected Residence: The employee's principal residence must be in a county where a
160 state of emergency has been declared.
161 • Exhausted Leave Credits: The employee must have fewer than 40 hours left in both
162 vacation and sick leave credits and must have exhausted all other types of paid time off.
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164 **Conditions for Receiving Catastrophic Leave**

- 165 • Employment Impact: The employee must exhausted all types of paid time off.
166 • Financial Hardship: Demonstrated financial hardship from the disaster is required.
167 • Use Limits: The total donated leave shall not exceed what is necessary for maintaining
168 the employee's regular rate of pay for up to three months.
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170 **Administration**

- 171 • Authority: The President may make exceptions or expand benefits under compelling
172 circumstances.
173 • Verification Process: Applications must include detailed circumstances and relevant
174 documentation, verified by HR or a designated committee.
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176 This MOU is subject to ratification by the Board of Trustees. This MOU shall take effect upon its
177 execution and approval by the Parties. MOU is non-precedential, and may not be utilized as the basis for
178 any current or future claim of a past practice.
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180 This Memorandum of Understanding (MOU) does not modify the parties' rights or obligations under the
181 current effective Collective Bargaining Agreement (CBA) or the Educational Employment Relations Act
182 (EERA). It is non-citable, non-precedential, and shall not be relied upon as the basis for the establishment
183 of any past practice.
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185 IN WITNESS WHEREOF, the parties have executed this MOU on the date first above written.
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187 Signed and entered into this 30th day of January, 2025.
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189 FOR THE COLLEGE DISTRICT:

FOR CSEA:

190 
191 Robert Blizinski (Jan 30, 2025 16:46 PST)


192 Gregory Zemanek (Jan 31, 2025 21:22 PST)

192 Robert S. Blizinski,
193 Vice-President, Human Resources
194

Gregory Zemanek,
CSEA, Chapter 777 President

195 
196 Brian Cummins


197 Joseph Zacklin

197 Brian Cummins,
198 Director, Human Resources

Joseph Zacklin,
CSEA Labor Relations Representative