

**Pasadena Area Community College District
SEIU LOCAL 721, SUPERVISORY UNIT
PROPOSAL for MOU**

(October 20, 2025)

This list is not exclusive, and the Union reserves the right to present additional proposals or to modify proposals listed here during bargaining.

ARTICLE 1 – AGREEMENT AND TERM

This agreement (“Agreement”) is entered into by and between the Pasadena Area Community College District (“Employer” or “District”) and SEIU Local 721 (“Union” or “Local 721”).

This Agreement shall be in full force and effect from [X] until [X].

ARTICLE 2 – RECOGNITION

The District recognizes that the Union was certified by the Public Employment Relations Board (PERB) as the exclusive representative of regular or acting/interim employees of the District who are assigned to classifications in the Supervisory Unit, as listed in Appendix [X] (the “Supervisory Unit”).

The District is committed to protecting the integrity of the Supervisory Unit represented by Local 721 under the principles of collective bargaining

ARTICLE 3 – RIGHTS OF PASADENA AREA COMMUNITY COLLEGE DISTRICT

Unless limited by this Agreement, the District retains all of its legal rights to direct, manage, and organize in a manner its affairs consistent with California statutes and PERB and other applicable decisions.

ARTICLE 4 – UNION RIGHTS

A. Access

The Union shall have the right to access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes, and other means of communication, subject to reasonable regulations, and the right to use institutional facilities and equipment provided that such use not interfere with nor interrupt normal District or campus operations nor shall use cause an additional or an increased maintenance cost to the District. In cases of use or access that will result in additional costs to the District, arrangements shall be made prior to use for reimbursement to the District by the Union.

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B. Public Information

The District shall furnish to the Union, upon request, all available information that is available to the public concerning items affecting the bargaining unit. Such information may include but not be limited to financial reports and audits, rosters of all unit personnel, tentative budgetary requirements, allocation of State and Federal funds, student enrollment data, and such other information as will assist the Union in developing intelligent, accurate, informed, and constructive programs on behalf of the District, together with information which may be necessary for the Union to process any grievance or complaint. This also shall include a complete list of management employees' names and titles.

C. Bargaining Unit Information

The District shall furnish the Union on a monthly basis a list of all names, telephone numbers and addresses of employees assigned to the Supervisory Unit, as well as the names of those newly employed, terminated or transferred to a different District location.

D. Costs of Printing Agreement

Cost of printing copies of the Agreement shall be shared equally between the District and the Union. One copy of the Agreement shall be furnished by the Union to each covered employee. The District shall provide copies to its management. The Agreement shall be posted on the District's website.

E. Union Conference Attendance.

The District shall grant conference attendance with pay but without expenses up to but not to exceed the equivalent of five (5) consecutive working days for three (3) employees, designated by the Union, for the purpose of attending Union conferences.

F. Shop Stewards and Union Release Time

1. A reasonable number of shop stewards shall be designated by the Union in writing or by email. A list of stewards shall be provided by email to District Labor Relations on

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or before July 1 of each year. Additions to or deletions from the list shall be reported by email to District Labor Relations as they occur.

2. The District shall grant 1.50 FTE (approx. 3500 hours) of paid release time annually, to Supervisory Unit members, which shall be allocated by the Union among its Officers and Stewards for the performance of Union business.

Additional paid leave shall be granted upon request for bargaining team meetings and for any standing, regular meetings (i.e., Joint Labor Management Committee Meetings) between the Union and the District. The Union shall make reasonable efforts to give a minimum of 24 hours advance notice for standing and planned meetings. For ad hoc or unplanned meetings (e.g., grievance meetings, disciplinary hearings, or meetings otherwise rescheduled without adequate notice) the District shall provide paid release of employees as requested by the Union.

G. Newly Hired Employees

1. This Article applies to “newly hired employees” as defined under Government Code section 3555.5 who are: (a) hired by the District into a classification within the bargaining unit for which Local 721 is recognized as the exclusively recognized employee organization; or (b) current District employees who are new members to Local 721 due to accretion, promotion, or demotion.

2. The District shall provide Local 721 mandatory access to all District or District-sponsored new employee orientations. Local 721 shall receive at least ten (10) days’ written notice of the time, date, and location of the newly hired employees’ orientation meeting, whether the orientation is in-person or online. The District may provide shorter notice where there is an urgent need to provide shorter notice critical to the District’s operations that is not reasonably foreseeable. The District shall provide the written notice of the orientation to the Local 721 Worksite Organizer, the Stewards, and to membership@seiu721.org. The District shall provide this notice regardless of the number of participants in the orientation. Representatives of the Union shall be permitted to make a presentation of up to thirty (30) minutes at the end of the newly hired employees’ orientation meeting and may present written materials. Local 721’s presentation shall occur in a portion of the orientation for which attendance by the newly hired employees is mandatory. No non-bargaining unit representative of management shall be present during the Union's presentation.

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3. The District shall grant up to one (1) hour of release time for Stewards to participate in each orientation, including preparation and travel time. Orientations will be held on District property during the workday of the newly hired employee, unless circumstances require that the orientations be held online. If the District has not conducted a new employee orientation within thirty (30) days of a newly hired employee's start date, Local 721 shall be entitled to schedule an in-person meeting at the employee's worksite during work hours, during which the newly hired employee shall have the opportunity to attend and shall be relieved of other duties for the purpose of attending the meeting. During this meeting, the Local 721 shall be permitted to communicate directly with newly hired represented employees for up to thirty (30) minutes of paid time. No non-bargaining unit representative of management shall be present during the Union's presentation. The District shall provide appropriate on-site meeting space within seven (7) calendar days of receiving a request from Local 721.

4. The District shall send to the Union a list of all newly hired employees hired into a classification represented by Local 721 scheduled to attend new hire orientations including: each employee's first name, middle initial, last name; employee identification number; employee hire date; employee job classification; department, work location, home, and personal cellular telephone numbers, personal and work email addresses on file with the District. This list shall be provided at least five (5) days prior to the orientation.

ARTICLE 5 – DUES DEDUCTION, COPE, INDEMNIFICATION

A. Payroll Deductions

1. Each pay period, Local 721 shall provide the employer with an "authorized deduction report" which includes bargaining unit members who have authorized the deduction of Local 721 dues, COPE and other deductions and the deduction amounts. The District will honor revocable, written employee authorizations for dues deduction as required by provisions of the Education Code. Upon the written notification from Local 721 of the unit members Local 721 has certified to have requested dues deductions and will maintain the employee authorizations, the District shall deduct the amount of Local 721 dues, in accordance with Local 721's dues schedule from each unit member's salary or wages. The District shall remit dues deductions to the Union via a non-payroll warrant within ten (10) business days of each payday.

2. The Employer shall also provide the breakdown of each amount remitted (i.e., Dues, COPE, Supplementary Benefits, etc.) in Excel format to dues@seiu721.org within ten (10)

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business days of each payday. The District shall send to the Union a list of all employees in the bargaining unit including: each employee's first name, middle initial, last name; employee identification number; employee hire date; employee job classification; department, work location, home, and personal cellular telephone numbers, personal and work email addresses on file with the District, employment status (ex: active, on leave of absence, etc.); work status (ex: full time, part time, hourly, seasonal, etc.); annual base salary amount; base salary earned per pay period; hourly rate; salary step (if applicable); and total hours worked in the pay period. This information shall be sent in Excel format to dues@seiu721.org within (10) business days of the close of the District's monthly payroll cycle.

B. Questions Regarding Local 721 Membership

The District shall refer all employee questions or requests about Local 721 membership or Local 721 dues to the Local 721 Stewards or other designated officer. The District shall rely upon the written notification from Local 721 described here before processing any dues deduction or revocation request. Local 721 shall not unreasonably delay providing notice to the District of any change in the employee's membership status. Local 721 is responsible for processing any employee request to cancel or change authorizations for dues deductions.

C. Changes in Dues

Local 721 will submit any changes in its dues schedule to the District, in writing, thirty (30) calendar days prior to the effective date of the changes. Local 721 shall also send the District a copy of the notification of the increase that has been sent to all bargaining unit members.

D. Committee on Political Education ("COPE")

Employees may make voluntary contributions to the Union's registered political action committees. The employer shall make the deduction of the voluntary contributions in the same manner as the dues deduction process. Every pay period the Union will notify the employer with a list of employees and the appropriate deduction amount on the "authorized deduction report" of the employees who have signed an authorization for the COPE deduction. Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union and the Union shall transmit such notice of cancellation to the Employer by the next full pay period cycle

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E. Indemnification

Local 721 agrees to indemnify and hold harmless the District against any and all liabilities, claims, or actions which may be brought against the District, the District's Board of Trustees individually or collectively, or the District's officers, employees or agents, for any claims made by an employee arising out of or in connection with this Article, including claims made due to payroll deductions made in reliance on information provided by Local 721 to the District to cancel or change membership dues authorization, including reimbursement for all costs, expenses, fees and judgments incurred by the District in providing an effective defense against all lawsuits or other legal proceedings, arising out of and in connection with this Article

ARTICLE 6 – NONDISCRIMINATION

1. The District shall not illegally discriminate against any member of the bargaining unit on account of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age, political affiliation, domicile, sexual orientation, or membership and/or participation in any employee organization as defined by EERA.

2. The District shall not illegally impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by the EERA.

ARTICLE 7 – SALARIES

A. Wage Reopener for 2026-2027 and 2027-2028 Fiscal Years

The parties agree that Local 721 may re-open Article 7 for bargaining in advance of the 2026-2027 and 2027-2028 fiscal years.

B. Salary Schedule and Cost of Living Adjustment

1. The salary range for each classification in the bargaining unit is set forth in Appendix **[X]** to this MOU. The step and column of the salary schedule defines an employee's

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“base wage.” Each employee annually shall automatically progress to the next step of the salary schedule as of July 1.

Effective July 1, 2025 (retroactively), the salary schedule for the 2025-2026 fiscal year shall be increased by 2.3%.

2. During any year of this Agreement, if another District bargaining unit receives a negotiated increase (either one-time or on-schedule) to the salary schedule which is greater than set forth in this Agreement, the District shall provide an equal increase under this Agreement.

C. Service Increments for Longevity

The District shall provide salary increments for continuous service from the first date of paid, probationary service with the District, including if such service was in more than one District position or classification. Employees with breaks in service of less than 36 months shall still receive service increments from the pre-break date of paid, probationary service, upon return to the District.

Effective July 1, 2025 (retroactively), the following percentages shall be added to the base wage of the employee:

- After 7 years – additional 2.5% over base wage
- After 10 years – additional 2.5% over base wage
- After 15 years – additional 2.5% over base wage
- After 20 years – additional 2.5% over base wage
- After 25 years – additional 2.5% over base wage
- After 30 years – additional 2.5% over base wage

ARTICLE 8 – WORK SCHEDULE AND WORK HOURS

1. As a general guide, the normal week shall consist of not more than five (5) consecutive days and not more than forty (40) hours per week, Sunday through Saturday; and the regular workday shall consist of not more than eight (8) hours per day.

2. FLSA-exempt employees shall not be required to record specific hours of work for compensation purposes, although hours may be recorded for other purposes. These

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employees will be paid the predetermined salary for each pay period and shall not receive overtime compensation. Salaried employees shall not be subject to any deductions from salary or any leave banks for any absence from work for less than a full workday. This provision does not apply to long-term or recurring partial day absences that are authorized by the appropriate supervisor designated by management (*e.g.*, intermittent leave/reduced work schedule for purposes of family or medical leave).

Employees who must accompany students on an overnight trip, attend meetings of the Board of Trustees, or who during particular times of the year may need to work for extended periods of time beyond a “normal” day or week in order to accomplish a task are examples of exempt work. Exempt employees are expected to work until the job is done. This does not mean, however, that the District can or would expect exempt employees to routinely work more than a 40-hour week as a condition of employment. The FLSA assumes that the work of a supervisory employee will ebb and flow, and at the end of the year, an average of 40-hour weeks will have been worked. Because of this, the hours worked by exempt employees are flexible. As a matter of law, the FLSA states that exempt employees must not be required to be at a work site for a fixed number of hours each day or that their absences from work must be accounted for in hourly increments.

3. Rest and Lunch Breaks. Employees shall be given the opportunity to take rest breaks including a one-hour lunch break each day at approximately the mid-day. No employee shall be disciplined for taking a one-hour lunch break between the hours of 11 am to 3pm.

ARTICLE 9 – SPECIAL PAY PRACTICES AND DIFFERENTIALS

A. Work Out of Classification

1. Employees shall not be required to perform duties that are not fixed and prescribed for the position by the governing board, unless the duties reasonably relate to those fixed for the position by the board, for any period of time that exceeds five working days within a 15-calendar-day period.

An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five working days if their salary is adjusted upward for the entire period that is required to work out of classification and in amounts

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that will reasonably reflect the duties required to be performed outside their normal assigned duties

The minimum differential for this temporary assignment, or the temporary assignment of new duties not associated with an existing position, is a five (5) percent increase. The District shall meet and confer over any such differential increase and the addition of such duties.

2. For an employee who is temporarily assigned to perform the majority of the duties in a vacant position for 28 calendar days or more, in addition to their current duties, the minimum differential shall be a fifteen (15) percent increase retroactive to the first day the extra duties were assigned. The District shall meet and confer over any such differential increase.

3. The employee shall forward the claim out-of-classification work to their immediate supervisor or authorized person who required them to perform the work. Such supervisor or authorized person shall, within ten (10) working days, respond to the claim.

4. Employees who serve on the Emergency Committee, or who receive and perform work assignments on behalf of the Emergency Committee outside of the normal work schedule shall be compensated at an hourly rate pro-rated from the annual base salary of the impacted employee.

B. Bilingual Differential

Employees that complete the required certification process and are serving in positions appropriately designated by their supervisors to speak, read, or write in another language as part of their duties shall be entitled to bilingual salary differential in the amount of \$150 per month.

ARTICLE 10 – REASONABLE WORKLOAD AND SAFE WORK ENVIRONMENT

A. Reasonable Workload

The Employer shall provide reasonable, safe working conditions, material and equipment consistent with accepted standards for the nature of the work performed. The District shall not place an unfair or unreasonable work load upon any employee.

B. Safe Work Environment

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The District shall maintain a safe working environment for employees at all times. The District shall comply with all state and federal regulations, including the California Occupational Safety and Health Act, in regard to safe and healthful working conditions at the work site.

ARTICLE 11 – PERFORMANCE EVALUATIONS

1. The District shall not use a so-called “360” evaluation more than once every 5 years for any employee.

2. Performance evaluations shall not be performed more than once every two years for any employee. The evaluation period shall be from July 1st through June 30th. The evaluation process shall begin on August 1st and be completed by no later than December 1st.

3. The evaluator’s written evaluation shall consist of each of the following performance areas and shall take into consideration the responses from colleague feedback, when applicable:

- A. Leadership
- B. Management of Human & Fiscal Resources
- C. Knowledge & Expertise
- D. Planning & Review (including outcomes assessment)
- E. Decision Making & Problem Solving
- F. Teamwork & Collaboration
- G. Communication
- H. Professional Development
- I. Commitment to Diversity, Inclusion, and Equity

For each of these areas, the evaluator will offer written comments and provide one of the following overall summary ratings:

- Outstanding
- Exceeds Expectations
- Meets Expectations
- Needs Improvement

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4. If an employee receives an overall evaluation of Needs Improvement in any performance area, the supervisor shall include a description of specific instances of the unsatisfactory performance and shall work with the supervisor to develop a written Performance Improvement Plan (“PIP”). The purpose of a performance evaluation is to encourage open and honest supervisor-unit member relationships through appraisal, and maintain dialogue that contributes to coaching, training, and counseling of unit members while improving the quality, productivity and responsiveness of the workforce. The PIP shall address all the areas for improvement the supervisor identified, including: (1) a description of the areas for which improvement is needed; (2) an improvement plan for the unit member to achieve satisfactory performance; (3) resources to support and assist in achieving satisfactory performance; (4) the standards or objectives which must be met by the employee in order to achieve satisfactory performance.

ARTICLE 12 – DISCIPLINE AND DISCHARGE

A. Just Cause

No permanent employee shall be discharged or disciplined without just cause.

B. Progressive Discipline

The District acknowledges that discipline can sometimes be avoided through setting clear expectations with employees. Before imposing discipline, the District shall engage in non-disciplinary coaching and inform the employee in writing of any defects in their performance.

Discipline shall be applied consistent with the principles of progressive discipline. The usual steps in progressive discipline shall be: (1) first written warning; (2) second written warning; (3) suspension with pay; and (4) discharge. The District may bypass progressive discipline steps if the District determines the conduct is so egregious that a greater level of discipline, including discharge, is warranted. Alternatively, the District may repeat steps of progress discipline if it believes that a greater level of discipline is not warranted. Discipline shall be administered in a timely manner.

Emails will not be used to substitute for a written warning, as part of the progressive discipline process, unless that email is clearly identified as a written warning in the subject line.

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ARTICLE 13 – JOB VACANCIES

Notice of all job vacancies within the bargaining unit shall be posted internally for a minimum of fourteen (14) calendar days. The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per week and months per year assigned to the position, the salary range, and the deadline to fill the vacancy.

ARTICLE 14 – GRIEVANCE AND ARBITRATION

A. Statement of Intent

The Employer and the Union have a mutual interest in resolving workplace issues appropriately, expeditiously and at the lowest level possible. In recognition of this mutual interest, the parties acknowledge that the grievance process is not a replacement for daily communication between the employee and the supervisor, nor is it inherently an adversarial process. Rather, it is a process to mutually resolve workplace issues to the maximum extent possible within the organization.

B. Definition of a Grievance

A grievance is defined as a dispute concerning the interpretation or application of this Agreement, or District rules and regulations governing personnel practices or working conditions applicable to bargaining unit employees.

C. Grievance Process

1. Step One. The Union or employee shall discuss the issue with the immediate supervisor on an informal basis to identify and attempt resolution of the employee's issue within ten (10) business days following the day the issue arose. If the Union or employee does not confirm in writing that the grievance is resolved within ten (10) business days of the supervisor's notification, the grievance shall be automatically moved to Step Two.

2. Step Two. If the grievance is not resolved at Step One, the Union or the employee may, within ten (10) business days after the receipt of the immediate supervisor's decision (or the passage of 10 business days), present the written grievance to District Labor Relations. The

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grievance shall be in writing. Within ten (10) business days from receipt of the grievance, a meeting shall take place to discuss the matter. The District shall provide a written response providing its decision with regard to the grievance within ten (10) business days of this meeting.

3. Step Three. If the grievance is not resolved at Step Two, the Union or the employee may, within ten (10) business days after the receipt of District Labor Relations response at Step Two, advance the grievance in writing to Step Three. Within ten (10) business days from receipt of notification that the grievance has been advanced to Step Three, a meeting shall take place to discuss the matter. The District shall provide a written response providing its decision with regard to the grievance within ten (10) business days of this meeting.

4. Step Four – Final & Binding Arbitration. If the grievance is not resolved at Step Three, the Union or the District may, within ten (10) business days after the receipt of District Labor Relations response at Step Three, advance the grievance in writing to Step Four (*i.e.*, demand arbitration). Within thirty (30) days of the demand for arbitration, the District and the Union shall select an arbitrator by first jointly requesting a panel of arbitrators from the American Arbitration Association, drawn from the region of Southern California with a preference for members of the National Academy of Arbitrators. Should the District and Union be unable to agree on an arbitrator, whether from the panel or mutual agreement, they shall strike names from the arbitration panel.

Only the Union or the District shall have authority to advance a grievance to arbitration under this Agreement. The District shall have no authority to advance any grievance to arbitration which solely is filed by an employee (*i.e.*, and not the Union).

The arbitrator's decision shall be final and binding on the District and the Union. The arbitrator's fee shall be shared equally by the District and the Union. Any issues regarding arbitrability shall be decided in the first instance by the arbitrator.

ARTICLE 15 - VACATION

Employees shall accrue vacation at the following rates per fiscal year, from July 1 through June 30:

1-3 years of employment = 4 weeks annual accrual (22 days)

4-6 years of employment = 5 weeks annual accrual (25 days)

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6 years or more of employment = 6 weeks annual accrual (30 days)

Employees shall be entitled to accrue up to, and roll over vacation hours, up to a cap of 44 days (352 hours). The District shall not unreasonably deny vacation or interfere with an employee's ability to take, at minimum, the period of vacation accrued in a given fiscal year.

At the end of the fiscal year, an employee may elect to be paid for excess days that will not roll over if an employee's accrual is capped (i.e., if the employee has 44 days of vacation accrued at the end of the fiscal year).

ARTICLE 16 – HOLIDAYS

A. Calendar Holidays

1. The District shall provide paid holidays on the following calendar days.
 - (1) New Year's Eve
 - (2) New Year's Day
 - (3) Martin Luther King, Jr. Day
 - (4) Lincoln Day
 - (5) Washington Day
 - (6) Cesar Chavez Day
 - (7) Friday of Spring Vacation Week
 - (8) Memorial Day
 - (9) Juneteenth
 - (10) Independence Day (July 4, or the closest day to July 4 if this occurs on a weekend)
 - (11) Labor Day
 - (12) *California Admission Day (Floating Holiday)
 - (13) Veterans' Day
 - (14) Thanksgiving Day
 - (15) The day after Thanksgiving
 - (16) Christmas Eve Day
 - (17) Christmas Day

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2. When any holiday or alternative observance day falls on a scheduled workday or if the employee is required to work on a holiday, an employee covered by this Agreement shall receive a floating holiday. This additional holiday will be scheduled by the employee's supervisor according to the needs of the department and must be taken during the scheduled school year to create at least a three-day weekend.

3. If, for any academic year during the term of this Agreement, the District determines that California Admission Day is to become a scheduled day of instruction on the District's academic calendar, such holiday shall be converted to a floating holiday for employees in the unit. This additional holiday will be scheduled by the employee's supervisor according to the needs of the department and must be taken during the scheduled school year to create at least a three-day weekend.

B. Floating Holidays

1. The District shall provide three (3) floating holidays to each employee. Floating holidays are not banked, do not rollover, and must be used before the end of the fiscal year in which they occur.

ARTICLE 17 – SICK LEAVE AND OTHER PAID AND UNPAID LEAVES OF ABSENCE

The District shall comply with its obligations under state and federal law for paid and unpaid leaves of absence, including but not limited to those obligations under the Family Medical Leave Act and the California Family Rights Act, and as further described below.

A. Paid Sick Leave

Employees shall accrue paid sick leave time at the rate of 1.5 days for each month of paid service on an unlimited accumulated basis.

Holidays which occur during authorized sick leave will not be charged against sick leave or additional (extended) leave.

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B. Additional (Extended) Leave

Employees are entitled to additional paid leave for a period of up to 100 days (less the employee's annual sick leave allotment) at a rate of fifty percent (50%) of their regular salary. The employee must exhaust all paid sick leave and provide a medical certification of the need for extended sick leave from his/her medical provider before he/she will be paid under this provision.

When an employee has used all accrued full-pay sick leave, he/she may be eligible for extended sick leave paid at fifty (50) percent of the employee's regular rate of pay. During the fiscal year, extended sick leave is provided up to a maximum of one hundred (100) working days of paid leave, including full-pay sick days. Part-time employees will be afforded these same rights on a pro rata basis for one hundred (100) days. When an employee has used all accrued full-pay sick leave and becomes eligible for extended sick leave, they may use (but shall not be required to use) accrued vacation or comp time in lieu of the extended sick leave pay in order to achieve fully paid days. Each day of redeemed sick leave shall account for 100% of an employee's scheduled hours, compensated at 50% of the employee's regular rate of pay.

An employee who wishes to use the extended sick leave benefit, shall provide to the Office of Human Resources, verifiable medical documentation directly related to the illness or injury which required absence from duty during the period of extended sick leave.

C. Catastrophic Illness/Injury Leave Donation Plan

Employees may participate in the catastrophic leave program, which permits employees to donate accrued vacation or sick leave to the catastrophic leave bank, as described in Appendix [].

An eligible employee who is, or whose family member is, suffering from a catastrophic illness or injury may request a donation of vacation and/or sick leave from the leave bank by submitting a request and providing verification of the catastrophic injury or illness to the Office of Human Resources for consideration by the Catastrophic Illness or Injury Committee.

One representative from Local 721 shall sit on the Catastrophic Illness/Injury Committee.

D. Bereavement Leave

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1. Bereavement leave is an approved absence due to the loss by death of a family member or person(s) who lived in the same domicile as the unit member at the time of death. For the purposes of bereavement leave, “family member” is defined as any member of the employee’s immediate or extended family, including the equivalent relatives of the employee’s registered domestic partner, or a close friend or spouse-to-be.

2. Length of Leave. Up to five (5) days of paid bereavement leave shall be granted to the employee for each qualifying person. Such leaves do not need to be consecutive and may run adjacent to other leaves, including illness leave. Up to one (1) day to attend the funeral of a person not listed above.

3. Compensation for Bereavement Leave. Regular salary shall be paid for a maximum of five-days absence for each instance of absence due to bereavement for each qualifying family member or cohabitant lost and shall not be charged to a Unit member’s illness leave or vacation balances.

E. Jury Duty or Subpoena Leave.

The District shall provide paid time off for jury duty or subpoena leave for an unlimited number of days. The District may grant a leave of absence to a classified employee to appear as a witness in court, other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

F. Military Leave

Military leave shall be granted to employees who volunteer or are enlisted for duty with the armed forces of the United States. Such leave shall be granted in accordance with provision of the law.

Compensation shall be in accordance with the California Military and Veterans Code. A copy of the employee’s military orders must be presented to Human Resources when requesting leave.

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Employees who have been employed with the District for at least one (1) year immediately prior to the date on which the military leave of absence begins will receive regular compensation the first thirty (30) calendar days of said leave if this time falls within the employee's usual work period. This includes orders to report for military or veteran's physical examinations and service in the Reserve Corps.

G. Personal Necessity Leave

1. Personal necessity leave may be charged by the employee against unused, accrued sick leave. Advance permission shall not be required for any of the following purposes:

- (1) Death or serious illness of a member of their immediate family.
- (2) Accident, involving their person or property, or the person or property of a member or of their immediate family.
- (3) Accident involving relatives other than members of the immediate family.
- (4) Illness involving relatives other than members of the immediate family.
- (5) Unexpected personal or family situation which requires immediate attention.

Advance permission would be required for the following purposes:

- (6) Attending to legal or business matters of a compelling personal importance which cannot be attended outside of the workday.
- (7) Appearance in court as a litigant.
- (8) The birth or adoption of his/her child.

Personal necessity leave may not be taken for vacation, to extend holidays, nor to engage in concerted activities.

2. Personal necessity is subject to the following conditions:

- (1) The total number of days allowed in the fiscal year for such leave shall not exceed seven (7) days.
- (2) The days allowed shall be deducted from any sick days but may not exceed the number of accrued sick days.

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- (3) Personal necessity leave may not be taken during a scheduled vacation or a leave of absence.
- (4) Personal necessity leave may not be taken for purposes that involve payment for the employee's services.
- (5) Personal necessity leave may not be taken to extend vacation time.
- (6) Personal necessity leave may not be used for any activity that is contrary to law.

H. Unpaid Leave of Absence

The District shall grant unpaid leave of absence for the following reasons:

- (1) Recuperation from illness or injury
- (2) Personal business of a nonprofit nature.
- (3) Extended travel.
- (4) Care of dependent or close relative.
- (5) Military service.
- (6) Maternity leave.

Unpaid leave will not be granted for the employee to take paid employment of a nature that could be construed to be permanent or is likely to become permanent. Unpaid leave will not be granted for more than six months.

I. Unpaid Pregnancy Disability Leave (PDL)

The District shall provide unpaid Pregnancy Disability Leave in accordance with applicable state (California Family Rights Act –CFRA) and federal (Family and Medical Leave Act – FMLA) laws. The employee may use any accrued and available paid sick leave to supplement the unpaid pregnancy disability leave.

An employee who is disabled and physically unable to work because of pregnancy, childbirth, or a pregnancy-related medical condition shall be entitled to up to four (4) months unpaid Pregnancy Disability Leave. The leave can be taken before or after the birth, during any period the employee's medical provider designates as time off needed due to a pregnancy-related disability. All leave taken in connection with a specific pregnancy counts toward computation of the four-month period.

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The employee may be granted Pregnancy Disability Leave in addition to any leave she may be entitled under FMLA and CFRA. Pregnancy Disability Leave shall run concurrently with any leave the employee may be entitled to under FMLA. The employee may apply for Pregnancy Disability Leave by contacting the Office of Human Resources.

J. Parental/Child Rearing Leave

1. For the purposes of this Article, “parental leave” is defined as leave for reason of the birth, adoption, or fostering of a child. All employees who have been employed for 12 months with the Employer are entitled to utilize parental leave.

2. Unit members shall be entitled to twelve (12) workweeks of parental leave in any twelve (12) month period. The unit member is entitled to take parental leave in intermittent periods within the 12-month period; however, the aggregate amount of parental leave taken shall not exceed 12 workweeks in the 12-month period.

3. The unit member is entitled to use their regular accrued paid sick leave in taking parental leave, if the employee chooses to do so. The unit member must first use their regular accrued paid sick leave, and then, when this accrued leave is exhausted, the employee is entitled to use parental leave, for a total of 12 workweek in any 12-month period. The unit member shall be compensated at no less than 50 percent of the employee’s regular salary for the remaining portion of the 12-workweek period of parental leave.

4. The unit member is also entitled to use their accrued vacation or comp time in lieu of the supplemental parental sick leave pay in order to achieve fully paid days after sick leave is exhausted, if the employee chooses to do so.

5. Paid parental leave under this Article runs concurrently with unpaid parental leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA) for a total of 12 workweeks during any 12-month period.

6. Paid parental leave under this section is in addition to leave taken for disability due to pregnancy, childbirth or related medical condition.

K. Family and Medical Leave Act

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The District is not required to provide employees time off for religious holidays, except those that are Board authorized. Employees who observe recognized religious holidays shall be granted time off as an accommodation in accordance with California state law.

Qualified classified employees shall be granted unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.

Eligible employees are entitled to up to twelve (12) workweeks of unpaid leave in a 12-month period for:

- (1) the birth of a child and to care for the newborn child within one year of birth;
- (2) the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- (3) to care for the employee's spouse, designated person, child, or parent who has a serious health condition;
- (4) a serious health condition that makes the employee unable to perform the essential functions of their job; a "serious health condition" is defined as an injury, illness or hospital stay resulting in an absence of in excess of three (3) consecutive workdays (or four (4) or more workdays).
- (5) any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" OR
(7) to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

L. California Family Rights Act

The District shall comply with the California Family Rights Act. Qualified classified employees shall be granted unpaid, job-protected leave for specified family and medical reasons

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with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.

Eligible employees are entitled to up to twelve (12) workweeks of unpaid leave in a 12-month period to:

- (1) to care for or bond with a newborn, adopted or foster child within one year of birth or placement of the child in the employee's home;
- (2) to care for the employee's spouse, child, parent, designated person or domestic partner who has a serious health condition; or
- (3) for an employee's own serious health condition.

A leave of absence for purposes that satisfy both FMLA and CFRA shall run concurrently. Unit members shall be limited to twelve (12) workweeks of unpaid leave in a 12-month period when these leaves run concurrently.

M. Family Engagement & Kinicare Leave

The District shall comply with the California laws governing this subject matter. Employees, that are the parent, guardian, or grandparent with custody of one or more children in kindergarten or grades 1 to 12, shall be provided up to forty (40) hours unpaid leave each fiscal year, not to exceed eight (8) hours in any calendar month, to participate in activities of the school or licensed child daycare facility of his/her children. To receive pay for days off under this provision the employee may utilize accrued vacation leave, personal necessity leave, or compensatory time.

The employee shall provide reasonable notice to his/her supervisor, prior to taking the time off for planned absence for activities under this provision. Regardless of the number of children in the employee has, he/she can only take off up to 40 hours per fiscal year.

The employee, if requested by his/her supervisor, shall provide documentation from the school or licensed child daycare facility as proof that they participated in school or licensed child daycare facility activities on a specific date and at a particular time.

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Employees shall be permitted to use in any calendar year an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement for the following purposes:

- (1) Diagnosis, care, or treatment of an existing health condition or, preventative care for, an employee or an employee's family member; or
- (2) For an employee who is a victim of domestic violence, sexual assault or stalking. Employees utilizing leave for these purposes shall not be required to use all available leave in any single occurrence.

N. Leave for Reproductive Loss

1. "Reproductive loss leave" is defined as leave for a reproductive loss event. A reproductive loss means "the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction (i.e., an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure)."

2. Employees employed for at least thirty (30) days shall be entitled to up to five (5) days of paid reproductive loss leave (which may be taken nonconsecutively) per reproductive loss event, up to a total amount of twenty (20) days of reproductive loss leave within a twelve (12) month period.

3. Reproductive loss leave must be taken within three (3) months of the reproductive loss event. However, if prior to or immediately following a reproductive loss event, an employee is on or chooses to go on Pregnancy Disability Leave under the California Family Rights Act, or any other leave entitlement under state or federal law, the employee must complete their reproductive loss leave within three (3) months of the end date of the other leave.

4. The employee shall be entitled to use their regular accrued paid sick leave for reproductive loss leave, if the employee chooses to do so.

O. Industrial Accident or Illness Leave

An employee suffering an injury or illness arising out of and in the course of his/her employment shall be entitled to a leave not exceeding sixty (60) work days in any one fiscal year

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for the same accident or illness. The leave shall not be accumulated from year to year, and when the leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

Payments for wages lost on any day shall not, when added to an award granted to the employee under the Workers' Compensation laws of this state, exceed the normal wage for the day. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of exhaustion of benefits under this Section, they shall be entitled to use only so much of their accumulated and available normal sick leave and vacation leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.

ARTICLE 18 – HEALTH AND WELFARE BENEFIT PLANS

A. Health and Welfare Benefits

1. The District shall provide a fringe benefits package for eligible unit members and, where applicable, their dependents, which includes the following items under the District's current plans or such equivalent plans as it may designate:

- a. Medical Insurance - either PPO (Anthem Blue Cross) or HMO (Anthem Blue Cross/California Care, Kaiser).
- b. Dental care insurance – Eligible unit members may select one (1) of the two dental plan options, which includes the following:
 - Option 1: Delta Dental (PPO)
 - Option 2: MetLife (HMO – includes orthodontia & dental implants)
- c. Vision care insurance
- d. Life and Accidental Death and Dismemberment (AD&D) insurance group plan (\$50,000) or (\$25,000) if eligible unit member is age 70 and over. (District paid);
- e. Income protection (long term disability) – employees receive 66.67% of their monthly earnings up to a maximum monthly benefit of \$3,000; the plan includes an elimination period of 140 calendar days with a maximum benefit period of 12 months. (District paid);

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- f. A choice of the following two employee assistance programs (EAP):
 - Anthem EAP, which offers up to six (6) free counseling visits per person, per issue, per year, and is available to all District employees and their eligible dependents; or
 - Lincoln Employee Connect EAP, which offers up to five (5) free counseling visits per person, per issue, per year, and is available to full-time benefit eligible employees
- g. A plan by which unit members may establish tax-free Internal Revenue Code Section 125 accounts for the purpose of funding additional health care, child care, elder care, medical set-aside and other authorized services.
- 2. An employee may change their health plan during the annual open enrollment period.

B. Pay in Lieu of Benefits

In lieu of District coverage for an individual's health insurance plan (for those with dual coverage) the District will provide during a ten-month period an amount equal to one-half the cost of an individual premium of the District's lowest-cost health plan for each member electing this option provided that:

- (1) This option may be selected only during the open enrollment period for health insurance or at the time of initial employment.
- (2) Requests to change to health insurance coverage for the cash option may be made only during the open enrollment period.
- (3) Cash benefits provided under this plan must comply with Internal Revenue Service Section 125.
- (4) Those choosing this option must submit evidence of coverage and sign a form provided by the Benefits Office in Fiscal Services.
- (5) If this option is chosen, District-paid health insurance coverage will be canceled effective October 1 of the year of the election of this option and will be available again only at the next regular open enrollment period.

C. Pre-65 Retiree Healthcare Benefits

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1. The District will provide paid health and dental plans, up to the amounts specified in this Article, for retirees age fifty-five (55) to sixty-five (65), and their eligible dependents, who have received these plans and in their last full year of employment when:

- (1) The current member is eligible to retire under the provisions of STRS or PERS; and
- (2) The unit member has had at least fourteen (14) years of service with the District. In order to continue to be eligible for this benefit the unit member must not be employed in an organization in which the employee is required to contribute a portion of their salary to a retirement plan associated with STRS or PERS in the state of California.

2. The coverage provided under this section will continue through the month the retiree reaches age sixty-five (65).

3. Retirees who satisfy the conditions of this section and who have attained the age of sixty-five (65) shall apply for and enroll in Medicare Parts A and B. Upon satisfying these conditions and submitting proof annually of Medicare B enrollment (such as a copy of their Social Security statement denoting the Medicare Part B premium deduction), the District will pay the standard Medicare Part B premium rate not to exceed \$2,000 annually, intended to help cover the cost of Medicare supplementary insurance. This amount will be based on the standard Medicare Part B premium rate annualized for the benefit year in which it is paid.

4. Those retirees who meet all the requirements of this section except for the fourteen (14) years of service with the District and those retirees who have reached age sixty-five (65) may elect to retain group coverage under the health plans by paying the monthly premiums to the District. This provision is subject to the terms of the contract between the District and the plan carrier.

D. Permanent Disability – Pre-65 Healthcare Benefits

During the term of this Agreement, the District will continue to provide the health and dental benefits of this Article for those unit members between the ages of fifty-five (55) and sixty-five (65) who have been employed by the District for at least fourteen (14) years and who are granted a permanent disability allowance under STRS or PERS.

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ARTICLE 19 – RETIREMENT BENEFIT PLANS

A. CalPERS and CalSTRS

The District shall continue to participate in the CalSTRS and CalPERS retirement benefit plans and options in place at the start of the July 1, 2025 fiscal year to employees.

B. Tax-Sheltered, Individual Retirement Accounts

During the term of this Agreement, the District shall continue to provide employees the opportunity to contribute to 457(b) deferred compensation plans, 403(b) (tax-sheltered annuity) plans, and Roth 403(b) plans.

Such plans shall include a variety of retirement investment options, including but not limited to low-fee stock market index-tracking and targeted-retirement fund options.

ARTICLE 20 – PROFESSIONAL GROWTH, TRAINING AND LEAVE

A. Professional Development

1. Bargaining unit members will be eligible for a Professional Growth Benefit when three (3) semester units are completed at a school accredited by a regional accrediting association.

2. The benefit will consist of up to two thousand dollars (\$2,000) in educational reimbursement for the costs of completing semester units of lower-division credit, or up to three thousand dollars (\$3,000) for the costs of completing three (3) semester units of upper-division or graduate credit with a grade of "C" or better.

3. If an employee has access to other financial aid (financial aid, scholarships, military benefits, etc.) those funds must be used first and any remaining unreimbursed expenses may be applied for through this process. Violations of this provision shall subject the employee to repayment of Professional Growth funds to the District.

4. The application for the Professional Growth Reimbursement Benefit must be

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submitted within one (1) semester following the same year the course work is completed. The employee must include the transcript or grade slip and receipts for the educational expenses with the application.

B. Professional Training Fund

The District will allocate \$10,000 dollars annually for group training specific for unit members as designated jointly by the District and Local 721. The allocation shall be used to sponsor workshops and training for Local 721 members.

C. Professional Leave

Professional leave for supervisors shall be granted for the purpose of improving professional capabilities and knowledge, thereby enhancing the potential for contributions to the District. Such leave shall not be unreasonably denied by the District

To be eligible for professional leave, the applicant must have completed five or more years of full-time employment with the District as a manager or a supervisor. The decision to grant a professional leave to an eligible candidate rests with the Board of Trustees, based upon the recommendations of the President of the District.

ARTICLE 21 – FURLOUGHS AND LAYOFFS

A. Notice of Layoff

Bargaining unit members shall be subject to layoff for lack of work and/or lack of funds. Upon the decision of the District to reduce the number of bargaining unit employees, the District shall send written notice of layoff to the affected employees as follows:

- (1) When a position must be eliminated as a result of the expiration of a specially funded program, the District shall notify the affected employee(s) in writing no later than sixty (60) days prior to any anticipated layoffs.
- (2) When a position must be eliminated due to a reduction in services or lack of funds other than those of a specially funded program, the

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Superintendent shall notify the affected employee(s) and Board of Trustees in writing not later than March 15th of the fiscal year.

The layoff shall proceed in accordance with the Education Code. The notice of layoff shall be sent by certified mail, return receipt requested, or delivered in person to the affected bargaining unit employee(s) by the District

Neither terminations for cause nor decisions not to continue employment of probationary members are considered layoffs.

B. Effects of Layoff

1. Definition. A layoff is a separation from regular services because of lack of work or lack of funds, or because the position has been abolished or reclassified.

2. Vacation Pay. Unit employees will be paid for accumulated hours. Payment will be made no later than the payday for the pay period following the layoff.

3. Healthcare and Welfare. Hospital and medical, dental, vision care and life insurance coverage shall be maintained at existing levels according to the following schedule:

Years of Service	Months Continuation After Layoff
1 to 5	2 months
6 to 10	4 months
11 or more	6 months

4. Severance Pay. An employee whose regular employment with the District has been terminated due to a layoff, and the employee is not reemployed or offered reemployment by the District in regular status within sixty (60) calendar days of the day of layoff shall receive a severance grant.

Years of Service	Months Continuation After Layoff
1 to 5	2 months pay
6 to 10	4 months pay
11 or more	6 months pay

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5. Layoff and reemployment procedures shall be in compliance with the Education Code; and in accordance with applicable rules and regulations established pursuant to such sections.

6. Layoff is not a break for vesting purposes for Health and Welfare benefits.

7. Every employee with ten (10) or more years of regular service in the District, who is laid off, and who retires from PERS or STRS within one (1) year from the effective date of layoff, will be eligible for continuation of fringe benefits provided to other retirees under this Agreement.

C. Reemployment

1. An employee who is laid off shall be placed on a thirty-nine (39) month reemployment list. The unit employee shall be required to maintain his/her current address on file with the Office of Human Resources.

If, during a unit employee's eligibility period of reemployment, a classification becomes vacant to which the employee has a return privilege, the District shall send written notice offering reemployment by certified mail, return receipt requested, or telegram to the last known address of such unit employee(s). A copy of this written notice shall be sent to Local 721.

2. An employee who receives such notice of reemployment and fails to respond in writing within ten (10) working days shall be deemed to have rejected the offer of reemployment.

3. If the employee in a layoff status accepts the position being offered, the employee shall have up to thirty (30) calendar days from the postmark date of the notice to report to work.

4. An employee rejecting an offer of employment under the conditions of this section on three (3) occasions shall have their name permanently removed from the reemployment list.

D. Furlough

1. Definition. A furlough is a specific period of time not to exceed three (3) weeks in any fiscal year, in unpaid status within the employee's assignment basis with a definite return

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date to the same position in the same classification at the same location and under the same working conditions.

2. Vacation Pay. Furloughed employees shall not be permitted to receive payment for accumulated vacation hours.

3. Health and Welfare. All benefits will continue as though in paid status.

4. Employees on furlough shall continue to accrue all rights/benefits and privileges as if they were on paid status as provided by law, which shall include, but not necessarily are limited to:

- a. Continuation of health and welfare benefits as mentioned above,
- b. Vacation earning,
- c. Seniority for the purposes of:
 - (1) Step advance
 - (2) Probationary period
 - (3) Promotional examinations

5. Employees furloughed during any fiscal year will receive vacation credit in the subsequent fiscal year on an hour for hour basis; for every hour furloughed the employee will receive one hour of vacation credit on July 1 of the subsequent fiscal year.

6. Furlough is not a break for vesting purposes for Health and Welfare benefits.

C. Effects of Reorganization

1. The District shall meet and confer with Local 721 before finalizing any considerable and tangible: reorganization, reassignment of duties, increase in duties, decrease in duties, elimination of positions, or increase in positions.

2. Other employees of the District who are not members of the bargaining unit shall not perform any bargaining unit work, except to train employees or demonstrate safety, as otherwise provided in class specifications, in accordance with past practice to provide coverage during the recruitment for a vacancy.

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3. The District will make every reasonable effort to maintain a sufficient workforce to staff its operations within the bargaining unit and is committed to protecting the integrity of the Unit. To that end, the District agrees as follows:

- a. The District will provide the Union with written notice of any vacancy occurring within a bargaining unit position. The parties agree that a vacancy exists when an incumbent separates from the service, transfers or promotes to another District position.
- b. If not included within the initial notice, the District shall provide further notice to the Union setting forth its intent with respect to filling the vacant position. Such notice shall state whether the District will continue using the same bargaining unit classification to perform the relevant job duties or intends to provide for the job duties in some other fashion. If the District intends to discontinue using a bargaining unit class to perform the duties of the vacant position, this notice shall be provided to the Union at least thirty (30) workdays prior to making any final decision in the matter.

4. The Union shall have the opportunity to bargain the effects of any decision to discontinue using a bargaining unit class to perform the relevant job duties of the vacant position.

ARTICLE 22 – MISCELLANEOUS BENEFITS

A. Computer Loan Program

The District provides an interest-free loan to employees for the purchase of computer hardware or software. The maximum amount of the loan is \$4,000. Eligible employees have been employed by the District for one year and are eligible to receive health and welfare benefits. There may only be one loan outstanding. The initial loan must be repaid in full before a subsequent loan can be processed. The maximum repayment period is two years. The repayment method is through payroll deduction. Employees must identify a vendor and present an invoice to Fiscal Services, Payroll Section in order for the loan to be processed. A check will be made out to the vendor. Installation/maintenance of the computer equipment/software is the responsibility of the employee.

Article 23 – JLMC BETWEEN DISTRICT AND SEIU LOCAL 721

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The Union and the District agree to establish a committee which shall meet every four months to discuss ongoing labor-management relations issues and the administration of this Agreement. The Union and the District each shall appoint no more than four persons to attend the committee. Three days in advance of the meeting, the Union and the District shall provide the other with a tentative agenda of items which each side wishes to discuss (if any).

ARTICLE 24 – CONSULTATION WITH MANAGEMENT ASSOCIATION

The parties acknowledge the long and productive history of labor relations between the District and the Management Association, a non-labor union professional association, which the District historically has permitted to represent certain interests of the bargaining unit employees who now are covered by this Agreement. Local 721-represented employees continue to be active voluntarily in the Management Association as a professional work-group.

Without waiving any of its rights as the exclusive representative or under this Agreement, Local 721 may elect to meet and consult (i.e., in the form of non-bargaining consultation) with the District as part of the Management Association, with the goal of informing the District regarding any shared perspectives of the broader management and supervisory employee group and for the promotion of harmonious labor relations generally.

Local 721 acknowledges that the scope of its bargaining unit is defined under the Recognition article of this Agreement, and does not extend to the broader group of employees represented by the Management Association. The Management Association moreover is not an authorized agent of Local 721.

The District shall continue to provide \$30,000 each fiscal year to the Management Association to support its activities.