

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

(December 2, 2025)

This counter proposal is limited to the articles and sections set forth below. By submitting this counter proposal, the District does not waive the right to make additional proposals, respond to union proposals, or modify its proposals during the course of bargaining. The District further reserves all rights with respect to any articles or issues not addressed herein.

**ARTICLE 3 – RIGHTS OF PASADENA AREA COMMUNITY COLLEGE DISTRICT**

Unless expressly and specifically limited by this Agreement or applicable law, the District retains all of its legal rights to direct, manage, and organize its affairs. The enumeration of certain rights in this Article shall not be construed as a waiver of any other rights of the District not specifically addressed or limited herein. These rights include, but are not limited to:

- Determining its organizational structure and staffing patterns;
- Directing the work of employees and establishing work schedules and hours;
- Determining the nature, level, and means of services provided;
- Establishing educational policies, curricula, goals, and objectives;
- Ensuring student rights and educational opportunities;
- Hiring, classifying, assigning, evaluating, promoting, disciplining (for cause), and terminating employees;
- Maintaining operational efficiency and effectiveness;
- Managing facilities, including construction, relocation, and modification;
- Establishing budget procedures, determining allocations, and methods of raising revenue;
- Taking necessary actions in emergencies.

The exercise of the District's rights, as set forth in this Article, shall not be subject to the grievance or arbitration procedures of this Agreement, except where the exercise of such rights violates a specific and express provision of this Agreement.

**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, in accordance with Government Code section 3558, a list of all employees in the Supervisory Unit, including the information required by law, at least once every 120 days. For newly hired employees, the District shall provide the required information within 30 days of hire or by the first pay period of the month following hire.

**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 35 hours of paid release time per week, which shall be non-cumulative, 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 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. Unless otherwise communicated by the District, new employee orientations are typically held the Friday morning following the monthly board of trustees meeting. 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 email address of the chapter identified individual. Representatives of the Union shall be permitted to make a presentation of up to thirty (30) minutes to newly hired employees in the bargaining unit 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 within 30 days of the date of hire.

**ARTICLE 5 – DUES DEDUCTION, COPE, INDEMNIFICATION**

**A. Payroll Deductions**

1. Each pay period, Local 721 shall provide the District 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.

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2. The District shall also provide the breakdown of each amount remitted (i.e., Dues, COPE, Supplementary Benefits, etc.) to dues@seiu721.org within ten (10) 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 name; 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 information shall be sent to dues@seiu721.org at least once every 120 days.

**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 District 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 District 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 District 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 and/or SEIU 721 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 and/or SEIU 721 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.” Employees receiving an evaluation with an overall rating of meets expectations and who have been in their management position for at least six months 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%.

**C. Service Increments for Longevity**

The District shall provide salary increments for continuous service from the first date of full-time, non-faculty, paid 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 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. Supervisory employees are expected to fulfill their duties consistent with the needs of their assignment. Hours may vary based on operational demands and professional responsibilities.

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2. FLSA-exempt employees shall be compensated on a salaried basis and are not eligible for overtime. They are expected to manage their time consistent with their job responsibilities, including periods of higher or lower workload. Specific hours worked may vary and are not subject to hourly accounting, except as required by law or operational policy.

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. Lunch breaks should be taken in coordination with operational needs and department schedules, and are generally during the mid-point of one's workday.

**ARTICLE 9 – SPECIAL PAY PRACTICES AND DIFFERENTIALS**

**A. Work Out of Classification**

1.

Supervisory employees may be temporarily assigned additional responsibilities consistent with their leadership role. Compensation adjustments, if any, will be at the sole discretion of the District and are not subject to grievance. No minimum or automatic differential shall apply.

2. 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. Such compensation shall be provided at the District's discretion and only in extraordinary circumstances requiring an extended response.

**B. Bilingual Differential**

Employees that complete the required certification process and are required in their job descriptions to speak, read, or write in another language as part of their duties may be eligible for



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a bilingual differential of up to \$150 per month, subject to operational need and prior written approval by Human Resources.

**ARTICLE 10 – REASONABLE WORKLOAD AND SAFE WORK ENVIRONMENT**

**A. Reasonable Workload**

The District shall provide reasonable, safe working conditions, material and equipment consistent with accepted standards for the nature of the work performed.

**B. Safe Work Environment**

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 3 years for any employee.

2. Performance evaluations shall be performed annually for all management employees. 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

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G. Communication

H. Professional Development

I. Commitment to Diversity, Inclusion, and Equity

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

Meets Expectations

Needs Improvement

Unsatisfactory

4. If an employee receives an overall evaluation of Needs Improvement or Unsatisfactory, 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 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; (5) and a timeline not exceeding three months

5. The substance of any evaluation, including the observations, opinions, and conclusions of the evaluator, shall not be subject to the grievance procedures.

**ARTICLE 12 – DISCIPLINE AND DISCHARGE**

**B. Progressive Discipline**

The District acknowledges that discipline can sometimes be avoided through setting clear expectations with employees.

When applicable, discipline shall be applied consistent with the principles of progressive discipline. The usual steps in progressive discipline may be: (1) first written warning; (2) suspension; and (3) discharge. The District may bypass progressive discipline steps if the

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District determines the conduct is so egregious that a greater level of discipline, including discharge, is warranted. Alternatively, the District may repeat steps of progressive discipline if it believes that a greater level of discipline is not warranted.

**ARTICLE 13 – JOB VACANCIES**

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 15 - VACATION**

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

All management employees shall be granted 22 working days of paid vacation per fiscal year. Vacation accrual will be prorated for employees hired or separated during the fiscal year. Scheduling of vacation time must be approved in advance by the employee's supervisor to ensure continuity of operations. Unused vacation days may be carried over in accordance with district policy and applicable state regulations.

Employees shall be entitled to accrue up to, and roll over vacation hours, up to a cap of 44 days (352 hours).

**ARTICLE 16 – HOLIDAYS**

**A. Calendar Holidays**

1. The District shall provide paid holidays on the following calendar days.

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- (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

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. Winter Break Days(District-scheduled)**

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1. The District shall provide and schedule three (3) winter break days to each employee.

**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.