

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

(January 23, 2026)

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

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

3
4 The District shall comply with its obligations under state and federal law for paid and
5 unpaid leaves of absence, including but not limited to those obligations under the Family
6 Medical Leave Act and the California Family Rights Act, as further described below, and subject
7 to change upon legislative act or other changes in applicable law.

8
9 A. Paid Sick Leave

10
11 Employees shall accrue paid sick leave time at the rate of 1 day for each month of paid
12 service on an unlimited accumulated basis.

13
14 Holidays which occur during authorized sick leave will not be charged against sick leave
15 or additional (extended) leave.

16
17 B. Additional (Extended) Leave

18
19 Employees are entitled to additional paid leave for a period of up to 88 days at a rate of
20 fifty percent (50%) of their regular daily salary. The employee must exhaust all paid sick leave
21 and provide a medical certification of the need for extended sick leave from his/her medical
22 provider before he/she will be paid under this provision.

23
24 Part-time employees will be afforded these same rights on a pro rata basis for eighty-
25 eight (88) days. When an employee has used all accrued full-pay sick leave and becomes eligible
26 for extended sick leave, they may use (but shall not be required to use) accrued vacation or comp
27 time in lieu of the extended sick leave pay in order to achieve fully paid days. Each day of
28 redeemed sick leave shall account for 100% of an employee's scheduled hours, compensated at
29 50% of the employee's regular rate of pay.

30
31 An employee who wishes to use the extended sick leave benefit, shall provide to Risk
32 Management administrator, verifiable medical documentation directly related to the illness or
33 injury which required absence from duty during the period of extended sick leave.

34
35 C. Catastrophic Illness/Injury Leave Donation Plan

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37 Employees may participate in the catastrophic leave program, which permits employees
38 to donate accrued vacation or sick leave to the catastrophic leave bank, as described in Appendix
39 [].

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

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

45 **D. Bereavement Leave**

46 Bereavement Leave

47 1. Eligibility and Purpose

48 Bereavement leave is an approved leave of absence granted to an employee on account of
49 the death of a member of the employee's immediate family, as defined below.

50 2. Immediate Family

51 For purposes of this section, "immediate family" includes:

- 52 o The employee's mother, father, grandmother, grandfather, or grandchild;
- 53 o The employee's spouse, son, son-in-law, daughter, daughter-in-law, brother, or
54 sister;
- 55 o The equivalent relatives of the employee's spouse or registered domestic partner;
56 and
- 57 o Any relative living in the immediate household of the employee.

58 3. Length of Leave

59 For Immediate Family, an employee shall be entitled to bereavement leave not to exceed
60 five (5) days.

61 Up to one (1) day's paid leave may be granted for an employee to attend the funeral of a
62 friend.

63 4. Compensation and Leave Charging

64 Bereavement leave shall be granted without deduction from the employee's salary and
65 shall not be charged to any other leave balances, including illness or vacation leave.

66 5. Administration

67 Bereavement leave shall be administered in a manner consistent with Education Code
68 section 87788 and applicable District procedures.

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73

74

75 **E. Jury Duty or Subpoena Leave.**

76

77 The District shall provide paid time off for jury duty or subpoena leave for an unlimited
78 number of days. The District may grant a leave of absence, without pay, to unit member to
79 appear as a witness in court, other than as a litigant, or to respond to an official order from
80 another governmental jurisdiction for reasons not brought about through the connivance or
81 misconduct of the employee.

82

83 **F. Military Leave**

84

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

88

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

92

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

98

99 **G. Personal Necessity Leave**

100

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

103

- 104 (1) Death or serious illness of a member of their immediate family.
- 105 (2) Accident, involving their person or property, or the person or property of a
106 member or of their immediate family.
- 107 (3) Accident involving relatives other than members of the immediate family.
- 108 (4) Illness involving relatives other than members of the immediate family.

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109 (5) Unexpected personal or family situation which requires immediate
110 attention.

112 Advance permission would be required for the following purposes:

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

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

122 2. Personal necessity is subject to the following conditions:

124 (1) The total number of days allowed in the fiscal year for such leave shall not
125 exceed seven(7) days.

126 (2) The days allowed shall be deducted from any sick days but may not
127 exceed the number of accrued sick days.

128 (3) Personal necessity leave may not be taken during a scheduled vacation or
129 a leave of absence.

130 (4) Personal necessity leave may not be taken for purposes that involve
131 payment for the employee's services.

132 (5) Personal necessity leave may not be taken to extend vacation time.

133 (6) Personal necessity leave may not be used for any activity that is contrary
134 to law.

136 H. Unpaid Leave of Absence

138 The District may grant, with Board approval, unpaid leave of absence for the following
139 reasons:

141 (1) Recuperation from illness or injury
142 (2) Personal business of a nonprofit nature.
143 (3) Extended travel.
144 (4) Care of dependent or close relative.

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145 (5) Military service.
146 (6) Maternity leave.

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

I. Unpaid Pregnancy Disability Leave (PDL)

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

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

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

J. Parental/Child Rearing Leave

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

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

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181
182 3. The unit member is entitled to use their regular accrued paid sick leave in taking
183 parental leave, if the employee chooses to do so. The unit member must first use their regular
184 accrued paid sick leave, and then, when this accrued leave is exhausted, the employee is entitled
185 to use parental leave, for a total of 12 workweek in any 12-month period. The unit member shall
186 be compensated at no less than 50 percent of the employee's regular salary for the remaining
187 portion of the 12-workweek period of parental leave.

188
189 4. The unit member is also entitled to use their accrued vacation or comp time in lieu
190 of the supplemental parental sick leave pay in order to achieve fully paid days after sick
191 leave is exhausted, if the employee chooses to do so.

192
193 5. Paid parental leave under this Article runs concurrently with unpaid parental leave
194 under the California Family Rights Act (CFRA) and the federal Family and Medical
195 Leave Act (FMLA) for a total of 12 workweeks during any 12-month period.

196
197 6. Paid parental leave under this section is in addition to leave taken for disability
198 due to pregnancy, childbirth or related medical condition.

199
200 **K. Family and Medical Leave Act**

201
202 The District is not required to provide employees time off for religious holidays, except
203 those that are Board authorized. Employees who observe recognized religious holidays shall be
204 granted time off as an accommodation in accordance with California state law.

205
206 Qualified classified employees shall be granted unpaid, job-protected leave for specified
207 family and medical reasons with continuation of group health insurance coverage under the same
208 terms and conditions as if the employee had not taken leave.

209
210 Eligible employees are entitled to up to twelve (12) workweeks of unpaid leave in a 12-
211 month period for:

212
213 (1) the birth of a child and to care for the newborn child within one year of birth;
214
215 (2) the placement with the employee of a child for adoption or foster care and to care
216 for the newly placed child within one year of placement;

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217

218 (3) to care for the employee's spouse, designated person, child, or parent who has a
219 serious health condition;

220

221 (4) a serious health condition that makes the employee unable to perform the essential
222 functions of their job; a "serious health condition" is defined as an injury, illness
223 or hospital stay resulting in an absence of in excess of three (3) consecutive
224 workdays (or four (4) or more workdays).

225

226 (5) any qualifying exigency arising out of the fact that the employee's spouse, son,
227 daughter, or parent is a covered military member on "covered active duty;" OR
228 (7) to care for a covered service member with a serious injury or illness if the
229 eligible employee is the service member's spouse, son, daughter, parent, or next
230 of kin (military caregiver leave).

231

232 **L. California Family Rights Act**

233

234 The District shall comply with the California Family Rights Act. Qualified classified
235 employees shall be granted unpaid, job-protected leave for specified family and medical reasons
236 with continuation of group health insurance coverage under the same terms and conditions as if
237 the employee had not taken leave.

238

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

241

242 (1) to care for or bond with a newborn, adopted or foster child within one year of
243 birth or placement of the child in the employee's home;

244

245 (2) to care for the employee's spouse, child, parent, designated person or domestic
246 partner who has a serious health condition; or

247

248 (3) for an employee's own serious health condition.

249

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

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253

254 M. Family Engagement & Kincare Leave

255

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

263

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

267

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

271

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

275

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

281

282 N. Leave for Reproductive Loss

283

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

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289

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

294

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

300

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

303

304 O. Industrial Accident or Illness Leave

305

306 This leave shall be administered in accordance with applicable provisions of the
307 California Education Code and Workers' Compensation laws.

308

309 An employee suffering an injury or illness arising out of and in the course of his/her
310 employment shall be entitled to a leave not exceeding sixty (60) work days in any one fiscal year
311 for the same accident or illness. The leave shall not be accumulated from year to year, and when
312 the leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining
313 at the end of the fiscal year in which the injury or illness occurred.

314

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

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325

326 ARTICLE 18 – HEALTH AND WELFARE BENEFIT PLANS

327

328 A. Health and Welfare Benefits

329

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

333

334 a. Medical Insurance
335 b. Dental Insurance
336 c. Vision Insurance
337 d. Life and Accidental Death and Dismemberment (AD&D) insurance group plan
338 (\$50,000) or (\$25,000) if eligible unit member is age 70 and over. (District paid);
339 e. Income protection (long term disability) – employees receive 66.67% of their
340 monthly earnings up to a maximum monthly benefit of \$3,000;
341 f. Access to the following two employee assistance programs (EAP):
342
343 • Anthem EAP
344 • Lincoln Employee Connect EAP
345

346 g. A plan by which unit members may establish tax-free Internal Revenue Code
347 Section 125 accounts for the purpose of funding additional health care, child care,
348 elder care, medical set-aside and other authorized services.

349

350 2. Changes to benefit elections must be made within thirty (30) days of a qualifying
351 life event. Requests submitted after this period will not be accepted. Outside of a qualifying
352 event, benefit plan changes may only be made during the annual Open Enrollment period.

353

354

355 B. Pay in Lieu of Benefits

356

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

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361

362 (1) This option may be selected only during the open enrollment period for health
363 insurance or at the time of initial employment.

364 (2) Requests to change to health insurance coverage for the cash option may be made
365 only during the open enrollment period.

366 (3) Cash benefits provided under this plan must comply with Internal Revenue
367 Service Section 125.

368 (4) Those choosing this option must submit evidence of coverage and sign a form
369 provided by the Benefits Office every year during open-enrollment.

370 (5) If this option is chosen, District-paid health insurance coverage will be canceled
371 effective September 30th of the year of the election of this option and will be
372 available again only at the next regular open enrollment period.

373

374 **C. Retirement Benefits**

375

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

379

380 (1) The current member is eligible to retire under the provisions of STRS or PERS;
381 and

382 (2) The unit member has had at least fourteen (14) years of full-time service with the
383 District. Service performed in a part-time capacity does not apply toward the
384 eligibility requirements for retirement benefits.

385 In order to continue to be eligible for this benefit the unit member must not be employed
386 in an organization in which the employee is required to contribute a portion of
387 their salary to a retirement plan associated with STRS or PERS in the state of
388 California.

389

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

392

393 3. Retirees who satisfy the conditions of this section and who have attained the age
394 of sixty-five (65) shall apply for and enroll in Medicare Parts A and B. Upon satisfying these
395 conditions and submitting proof annually of Medicare B enrollment (such as a copy of their
396 Social Security statement denoting the Medicare Part B premium deduction), the District will

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397 pay the standard Medicare Part B premium rate not to exceed \$2,000 annually, intended to help
398 cover the cost of Medicare supplementary insurance. This amount will be based on the standard
399 Medicare Part B premium rate annualized for the benefit year in which it is paid.

400

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

406

407 **D. Permanent Disability – Pre-65 Healthcare Benefits**

408

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

413

414 **ARTICLE 19 – RETIREMENT BENEFIT PLANS**

415

416 **A. CalPERS and CalSTRS**

417

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

420

421 **B. Tax-Sheltered, Individual Retirement Accounts**

422

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

426

427

428

429

430

431 **ARTICLE 21 – FURLOUGHHS AND LAYOFFS**

432

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433 **A. Notice of Layoff**

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

438
439 (1) When a position must be eliminated as a result of the expiration of a
440 specially funded program, the District shall notify the affected
441 employee(s) in writing no later than sixty (60) days prior to any
442 anticipated layoffs.

443
444 (2) When a position must be eliminated due to a reduction in services or lack
445 of funds other than those of a specially funded program, the
446 Superintendent shall notify the affected employee(s) and Board of
447 Trustees in writing not later than March 15th of the fiscal year.

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

452
453 Neither terminations for cause nor decisions not to continue employment of probationary
454 members are considered layoffs.

455 **B. Effects of Layoff**

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

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

464 3. Healthcare and Welfare. Hospital and medical, dental, vision care and life
465 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

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6 or more	3 months

467

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

472

Years of Service	Months Continuation After Layoff
1 to 5	2 months pay
6 or more	3 months pay

473

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

476

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

478

479 7. Every employee with fourteen (14) or more years of regular service in the District,
480 who is laid off, and who retires from PERS or STRS within one (1) year from the effective date
481 of layoff, will be eligible for continuation of fringe benefits provided to other retirees under this
482 Agreement.

483

484

D. Furlough

486

487 1. Definition. A furlough is a specific period of time not to exceed three (3) weeks
488 in any fiscal year, in unpaid status within the employee's assignment basis with a definite return
489 date to the same position in the same classification at the same location and under the same
490 working conditions.

491

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

494

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

496

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

500

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

507

508

509

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

511

C. Effects of Reorganization

512

513

514 1. Notice and Effects Bargaining

515 The District retains the exclusive right to determine its organizational structure, staffing
516 levels, classifications, assignments of work, and methods of operation. Prior to implementing a
517 reorganization or other operational change that results in a reasonably foreseeable impact on
518 bargaining unit employees, the District shall, upon request, provide the Union with notice and an
519 opportunity to meet and confer over the effects of such decision to the extent required by law.
520 Nothing herein shall be construed to require bargaining over the decision itself or to delay or
521 prevent implementation.

522 2. Assignment of Work

523 The District retains the right to assign work and determine by whom work is performed.
524 Employees outside the bargaining unit may perform work that overlaps with bargaining unit
525 duties as permitted by law, including but not limited to training, safety demonstrations,
526 supervisory functions, operational necessity, temporary coverage, transitional assignments,
527 efficiency measures, or as otherwise provided in class specifications or past practice. This
528 provision shall not be interpreted to prohibit the District from assigning work in a manner
529 consistent with its operational needs.

530 3. Staffing and Workforce Levels

531 The District shall determine the size and composition of its workforce based on
532 operational, fiscal, and programmatic needs. Nothing in this section shall be construed as a

**Pasadena Area Community College District
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This list is not exclusive, and the Union reserves the right to present additional proposals or to modify proposals listed here during bargaining.

533 guarantee of staffing levels, the continuation of any position or classification, or an obligation to
534 fill vacancies. The District's actions under this section shall not be deemed a waiver of its
535 management rights or an agreement to maintain bargaining unit work in any particular
536 configuration.

537

538 At the Union's request, the District will provide written notice to the Union when the District
539 determines, in its sole discretion, that a vacancy exists within a bargaining unit position. For
540 purposes of this section, a vacancy shall be deemed to exist only when the District formally
541 recognizes a vacancy due to separation, transfer, or promotion of an incumbent employee.

542 The District shall have no obligation to fill any vacancy, to maintain any position or
543 classification, or to continue to assign any duties in the same manner or to the same classification
544 previously utilized.

545 If the District elects to provide notice regarding a vacancy, such notice may include, but is not
546 required to include, the District's preliminary considerations regarding whether and how the
547 duties associated with the position may be assigned, modified, reassigned, consolidated,
548 contracted, automated, or otherwise provided. Any such notice shall be informational only and
549 shall not constitute a commitment, decision, or agreement by the District.

550 If the District determines that it will discontinue the use of a bargaining unit classification to
551 perform some or all of the duties previously associated with a vacant position, the District shall
552 provide notice to the Union of that determination, to the extent required by law. Nothing in this
553 section shall be construed to require bargaining, delay implementation, or limit the District's
554 exclusive management rights, including but not limited to the right to determine staffing levels,
555 organizational structure, classifications, methods, means, and personnel by which District
556 operations are conducted.

557

**558 ARTICLE 24 – CONSULTATION WITH MANAGEMENT ADVISORY COUNCIL
559 (MAC)**

560

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

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

574

575