

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.

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, as further described below, and subject to change upon legislative act or other changes in applicable law.

A. Paid Sick Leave

Employees shall accrue paid sick leave time at the rate of 1 day 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.

B. Additional (Extended) Leave

Employees are entitled to additional paid leave for a period of up to 88 days at a rate of fifty percent (50%) of their regular daily 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.

Part-time employees will be afforded these same rights on a pro rata basis for eighty-eight (88) 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 Risk Management administrator, 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

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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

Bereavement Leave

1. Eligibility and Purpose

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

2. Immediate Family

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

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

3. Length of Leave

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

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

4. Compensation and Leave Charging

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

5. Administration

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

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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, without pay, to unit member 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.

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.

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- (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.
- (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 may grant, with Board approval, 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.

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(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.

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.

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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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- (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 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.

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M. Family Engagement & Kincare 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.

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)."

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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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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 eligible dependents, which includes the following items under the District's current plans or such equivalent plans as it may designate:

- a. Medical Insurance
- b. Dental Insurance
- c. Vision 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;
- f. Access to the following two employee assistance programs (EAP):
 - Anthem EAP
 - Lincoln Employee Connect EAP
- 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. Changes to benefit elections must be made within thirty (30) days of a qualifying life event. Requests submitted after this period will not be accepted. Outside of a qualifying event, benefit plan changes may only be made 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 twelve-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:

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

C. Retirement Benefits

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 full-time service with the District. Service performed in a part-time capacity does not apply toward the eligibility requirements for retirement benefits.

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

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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.

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.

ARTICLE 21 – FURLOUGHS AND LAYOFFS

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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 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

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6 or more	3 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 or more	3 months pay

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 fourteen (14) 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.

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 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.

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

C. Effects of Reorganization

1. Notice and Effects Bargaining

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

2. Assignment of Work

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

3. Staffing and Workforce Levels

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

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

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

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

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

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

ARTICLE 24 – CONSULTATION WITH MANAGEMENT ADVISORY COUNCIL (MAC)

The parties acknowledge the long and productive history of labor relations between the District and the Management Advisory Council (MAC), 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 Advisory Council (MAC) as a 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.

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575