

# Collective Bargaining Agreement

Pasadena Area Community College  
District & SEIU Local 721

Term: July 1, 2025 – June 30, 2028

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## **ARTICLE 1 – AGREEMENT AND TERM**

- 1.1. 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”).
- 1.2. This Agreement shall be in full force and effect from July 1, 2025 until June 30, 2028.

## **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 [A] (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 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 of 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 does 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.

**B. Public Information**

The District shall furnish to the Union, upon request, all 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 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.

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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 the 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.
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.

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.
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) 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

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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.); gross, base salary received per pay period This information shall be sent in Excel format to dues@seiu721.org within ten (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 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.

**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**

- A. 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 the Educational Employment Relations Act ("EERA").
- B. 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. Wages**

This Agreement shall terminate as of June 30, 2028. Wage reopeners shall occur for the 2026–2027 and 2027–2028 fiscal years. At the time of each wage reopener, the Union and the District each may open one additional contract Article.

**B. Salary Schedule and Cost of Living Adjustment**

1. The salary range for each classification in the bargaining unit is set forth in Appendix [B] to this Agreement. The step and column of the salary schedule defines an employee’s “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 full-time, 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.

As of the effective date of this Agreement, the following cumulative percentages shall be added to the base wage of the employee (i.e., an employee with 30 years of continuous service receives a total longevity increment of 12.5% 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**

A. 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. 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.

B. 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.

C. 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.

- D. Remote Work. Remote work shall be considered on a case-by-case basis, in the sole discretion of the District.

## **ARTICLE 9 - NEW AND CHANGED JOB CLASSIFICATIONS; SPECIAL PAY PRACTICES AND DIFFERENTIALS**

### **A. Work Out of Classification**

1. Applicability
2. This Article applies when a bargaining unit employee is assigned to perform duties outside of those assigned to their position by the governing board.
3. Lateral or Lower-Level Assignments
4. When an employee is assigned to perform the duties of a position that is at the same salary range or a salary range below their current classification, the employee shall receive a pay differential of seven percent (7%) of their base salary for the full duration of the out-of-class assignment. The differential shall be effective as of the date the employee was assigned the work.
5. Higher-Level Assignments
6. When an employee is assigned to perform the duties of a position at a higher classification than their own, the employee's salary shall be adjusted to the step in the higher classification's salary range that provides no less than a seven percent (7%) increase over their current base salary, or to the first step of the higher classification's salary range, whichever is greater. The salary adjustment shall be effective as of the date the employee was assigned the work.
7. Duration and Return to Classification
8. Upon the conclusion of the out-of-class assignment, the employee's salary shall revert to their regular base salary. Any service increments or step advancements earned during the out-of-class period shall be calculated based on the employee's regular classification.
9. Assignment Notice
10. The District shall provide the employee with written notice of the out-of-class assignment, identifying the classification being performed and the anticipated duration of the assignment. Such notice shall be provided as soon as practicable, but no later than the commencement of the assignment.
11. Emergency Committee
12. Employees who serve on the Emergency Committee (defined as the standing committee designated by the District to coordinate response to operational emergencies), 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 a bilingual differential of up to \$150 per month, subject to operational need and prior written approval by Human Resources.

### **C. New Classifications and Material Changes to Job Duties & Classifications**

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The District shall meet and confer over terms and conditions of employment regarding any new job classification established in the bargaining unit.

The District shall meet and confer with the Union over any changes to job duties or a bargaining unit member's job classification which are not reasonably related to their existing duties and/or classification. The District shall provide notice to the Union regarding material changes to any bargaining unit's job classification, even if reasonably related to existing duties.

**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**

- A. The District shall not use a so-called "360" evaluation more than once every 3 years for any employee.
- B. 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.
- C. 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:
- D. Leadership
- E. Management of Human & Fiscal Resources
- F. Knowledge & Expertise
- G. Planning & Review (including outcomes assessment)
- H. Decision Making & Problem Solving
- I. Teamwork & Collaboration
- J. Communication
- K. Professional Development
- L. 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

- M. 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 employee 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.

## **ARTICLE 12 - DISCIPLINE AND DISCHARGE**

### **A. 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 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**

- A. 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 an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement.

A “grievant” is a member of the unit covered by this Agreement who claims to have been adversely affected; or the Union, which may only grieve sections dealing with rights of the Union.

“Workday” means days on which the District Administrative Offices are open for business.

“Communicate,” as used herein, means the transmission of a written document. Timelines will commence with the receipt of a written communication and will be considered “met” if the appropriate document is hand-delivered or emailed to the individual designated to receive it prior to the normal close of District offices or post-marked on or before the last day of the established timeline. Extension of timelines will be in writing by authorized representatives of the Union and the District prior to the expiration of the timeline proposed to be extended.

“Calendar days” means the literal days of the calendar. In the event that the deadline for a given action falls on a Saturday, Sunday, or holiday, then the deadline shall be the next calendar day that is not a Saturday, Sunday, or holiday.

### **C. Grievance Process**

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Timeline for filing. The Grievance Procedures must be commenced within ten (10) workdays following the time at which the grievant knew, or should have reasonably been expected to know, of the act, event or condition which is the basis of the grievance. For this purpose, a notice of intent to act on the part of an agent of the District shall serve as “act, event or condition.”

Submission of grievance. The Grievance Procedure will commence with the timely submission by the grievant of the grievance on a form provided by the District and shall state specifically the section(s) of this Agreement alleged to have been violated, misapplied or misinterpreted, the facts supporting the grievant’s position, and the remedy sought by the grievant. The grievance shall be signed by an authorized representative of the Union and shall be submitted to the immediate supervisor, with a copy to the next-level supervisor and the Union.

1. Step One. Within ten (10) workdays of receipt of the grievance, the immediate supervisor will meet with grievant and a Union on an informal basis to identify and attempt resolution of the employee’s issue as raised in the grievance. The immediate supervisor shall respond in writing to the written grievance within ten (10) workdays after Step One meeting.
2. Step Two. If the grievance is not resolved at Step One or a written response is not communicated within the applicable time limits, the grievant may advance the written grievance to the Vice President of Human Resources or designee. The grievance appeal shall be in writing and communicated within ten workdays of the receipt of the Step One decision (or the time for such decision). Within ten (10) workdays from receipt of the grievance appeal, 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) workdays of this Step Two meeting.
3. Step Three. If the grievance is not resolved at Step Two or a written response is not communicated within the applicable time limits, the grievant may advance the written grievance to the Superintendent-President or designee. The grievance appeal shall be in writing and communicated within ten workdays of the receipt of the Step Two decision (or the time for such decision). Within ten (10) workdays from receipt of the grievance appeal, a meeting shall take place to discuss the matter. The Superintendent-President shall issue their final written determination within the ten (10) workdays of this Step Three meeting.
4. Step Four. If the grievance is not resolved at Step Three or a written response is not communicated within the applicable time limits, either the Union or the District may advance the written grievance to Step Four (Advisory Arbitration). The grievance appeal shall be in writing and communicated within ten workdays of the receipt of the Step Three decision (or the time for such decision).
  - a. Following demand for arbitration, the parties shall attempt to select a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within thirty (30) days of the demand for arbitration, a request for a list of arbitrators may be submitted to the California State Mediation and Conciliation Service.
  - b. 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.
  - c. The parties will equally split the fees and expenses of the arbitrator. Any other expenses shall be borne by the party incurring the expense.
  - d. Issues of arbitrability—Motion to Dismiss. If the District claims that a grievance should be dismissed for lack of arbitrability because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, or that the dispute has become moot, such a claim shall, at the option of the District, be heard and ruled upon: (a) along

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with the merits of the case by the arbitrator; or (b) in a proceeding by the arbitrator before the arbitration of the merits.

**e. Limitation Upon Arbitrator**

i. The conduct of the arbitration hearing shall be governed by the voluntary labor arbitration rules of the American Arbitration Association. The arbitrator shall issue a written advisory decision to the parties, which will set out the findings of fact, reasoning, and conclusions on the issues submitted. The advisory decision of the arbitrator shall be submitted to the parties within thirty (30) calendar days after the close of the arbitration hearing or the date for filing closing briefs, whichever is later.

ii. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement but shall determine only whether or not there has been a violation of this Agreement alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other and upon arguments presented in written briefs. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement. The arbitrator may hear and determine only one (1) grievance at a time unless the District expressly agrees otherwise.

**f. Board Review of Arbitrator's Decision**

i. If the advisory decision of the arbitrator is acceptable to the District, the Superintendent-President shall take any necessary action to implement the decision. If the Superintendent-President selects not to implement an advisory decision made in favor of the grievant, the grievant may appeal, in writing, to the Board of Trustees within ten (10) workdays of receipt of the advisory decision, or within the (10) workdays of the Superintendent-President's written notification not to implement the advisory decision.

ii. If upon review of the written record the Board of Trustees determines that it is unable to render a decision on appeals made, it may reopen the record for the taking of additional evidence.

iii. The Board of Trustees shall make a final and binding determination of the grievance. The decision of the Board of Trustees shall be issued within sixty (60) calendar days of the issuance of the advisory decision from the arbitrator.

**ARTICLE 15 – VACATION**

Employees shall accrue vacation annually as set forth below.

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**

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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) Farmworkers 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
  - (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 day the employee is not scheduled to work 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)**

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

**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**

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 [C].

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**

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:

- a. The employee's mother, father, grandmother, grandfather, or grandchild;
- b. The employee's spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister;
- c. The equivalent relatives of the employee's spouse or registered domestic partner; and
- d. 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) workdays.

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.

**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 a 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.
- (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.
- (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.
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.

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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**

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
- (6) 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.

**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)."
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**

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

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 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 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 the 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 30<sup>th</sup> 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 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 20 – PROFESSIONAL GROWTH BENEFIT**

- 1.3. Bargaining unit members who are actively enrolled in, and matriculating toward, an associate, bachelor's, or graduate degree program shall be eligible for a Professional Growth Benefit when three (3) semester units are completed at a school accredited by a regional accrediting association.
- 1.4. 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.
- 1.5. 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.
- 1.6. The application for the Professional Growth Reimbursement Benefit must be submitted within one (1) semester following completion of the coursework. The employee must include the transcript or grade slip and receipts for the educational expenses with the application.
- 1.7. An employee may receive no more than one (1) Professional Growth Benefit per contract year, regardless of unit level or dollar amount.

**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 District 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**

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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, for a period of 90 calendar days, at existing levels
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.

<b>Years of Service</b>	<b>Months Continuation After Layoff</b>
1 to less than 3	2 months pay
3 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.

**C. 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.
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.

**D. 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 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 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

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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 - LABOR-MANAGEMENT MEETINGS**

The Union and the District agree to meet within a reasonable amount of time upon either the Union's or District's request to discuss ongoing labor-management relations issues and the administration of this Agreement. The Union and the District shall endeavor to provide the other with a tentative agenda of items which each side wishes to discuss.

**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.

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 Advisory Council (MAC). The Management Advisory Council (MAC) moreover is not an authorized agent of Local 721.

# **APPENDIX A**

**PASADENA CITY COLLEGE  
 SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721  
 SUPERVISORY UNIT CLASSIFICATION LISTING**

<b>M-2</b>	<b>M-3</b>
Assistant Director, Enterprise Applications Associate Dean, Noncredit Student Services Director, Admissions & Records Director, Child Development Center Director, Extension Director, Information Security Director, International Students Director, Professional Development Director, Small Business Development Center Director, Student Health Services Director, Women’s Business Center	Assistant Director, Financial Aid Career Center Manager Director of Operations, Economic Workforce Development Director of Programs and Alumni Engagement Director, Development & Operations Director, EOP&S/CARE & Foster Youth Programs Director, Football Operations & Head Football Coach Director, K-14 Technical Assistance Director, Outreach and Guided Entry Services Director, Veterans Resource Center Manager Academic Services Supervisor, Payroll Supervisor, Police and Safety Services

<b>M-4</b>	<b>M-5</b>
Director, Student Basic Needs Maintenance Supervisor Manager, Center for Arts Manager, Foundation Finance and Business Services Publications Supervisor Supervisor, Campus Events Supervisor, Custodial Supervisor, Grants Accounting Supervisor, Grounds Supervisor, Lab Services Supervisor, Office Services Supervisor, Purchasing and Contract Services Supervisor, Student Business Services	Coordinator, Family Resources Center Coordinator, Pathways First Year Experience (FYE) Coordinator, Upward Bound Student Rights & Responsibility Coordinator Student Support Services Coordinator Transportation Coordinator Upward Bound Math/Science Coordinator

## **APPENDIX B**

**Pasadena Area Community College District & SEIU Local 721 —  
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Schedule	M-1			M-2			M-3		
	L	W	Y	L	W	Y	L	W	Y
Step	Regular Base Schedule	Regular Base + Master's Degree	Regular Base + Doctorate	Regular Base Schedule	Regular Base + Master's Degree	Regular Base + Doctorate	Regular Base Schedule	Regular Base + Master's Degree	Regular Base + Doctorate
1	\$13,691.84	\$13,973.15	\$14,310.74	\$11,354.24	\$11,635.54	\$11,973.13	\$10,152.21	\$10,433.52	\$10,771.10
2	\$13,965.61	\$14,246.92	\$14,584.50	\$11,581.34	\$11,862.66	\$12,200.25	\$10,355.20	\$10,636.52	\$10,974.12
3	\$14,244.90	\$14,526.22	\$14,863.82	\$11,812.92	\$12,094.23	\$12,431.82	\$10,562.25	\$10,843.54	\$11,181.16
4	\$14,529.80	\$14,811.17	\$15,148.73	\$12,049.22	\$12,330.55	\$12,668.14	\$10,773.58	\$11,054.91	\$11,392.49
5	\$14,820.49	\$15,101.80	\$15,439.40	\$12,290.17	\$12,571.47	\$12,909.05	\$10,989.09	\$11,270.40	\$11,607.99
6	\$15,116.90	\$15,398.21	\$15,735.80	\$12,536.02	\$12,817.35	\$13,154.95	\$11,208.86	\$11,490.16	\$11,827.76
7	\$15,419.15	\$15,700.47	\$16,038.05	\$12,786.74	\$13,068.07	\$13,405.65	\$11,433.01	\$11,714.34	\$12,051.92
8	\$15,727.58	\$16,008.91	\$16,346.51	\$13,042.40	\$13,323.73	\$13,661.34	\$11,661.64	\$11,943.01	\$12,280.58
9	\$16,042.12	\$16,323.44	\$16,661.02	\$13,303.25	\$13,584.57	\$13,922.15	\$11,894.84	\$12,176.17	\$12,513.75
10	\$16,362.94	\$16,644.27	\$16,981.84	\$13,569.38	\$13,850.70	\$14,188.29	\$12,132.84	\$12,414.16	\$12,751.74
11	\$16,690.29	\$16,971.62	\$17,309.20	\$13,840.68	\$14,122.01	\$14,459.61	\$12,375.44	\$12,656.77	\$12,994.34
12	\$17,024.04	\$17,305.36	\$17,642.95	\$14,117.51	\$14,398.85	\$14,736.43	\$12,622.91	\$12,904.20	\$13,241.80
13	\$17,364.56	\$17,645.88	\$17,983.45	\$14,399.86	\$14,681.17	\$15,018.77	\$12,875.41	\$13,156.71	\$13,494.29
14	\$17,711.82	\$17,993.17	\$18,330.75	\$14,687.91	\$14,969.26	\$15,306.84	\$13,132.88	\$13,414.21	\$13,751.80
15	\$18,066.07	\$18,347.37	\$18,684.98	\$14,981.61	\$15,262.97	\$15,600.54	\$13,395.52	\$13,676.85	\$14,014.45
16	\$18,427.40	\$18,708.72	\$19,046.30	\$15,281.29	\$15,562.62	\$15,900.19	\$13,663.46	\$13,944.78	\$14,282.39
17	\$18,795.94	\$19,077.23	\$19,414.84	\$15,586.93	\$15,868.24	\$16,205.82	\$13,936.80	\$14,218.10	\$14,555.69
18	\$19,171.79	\$19,453.09	\$19,790.69	\$15,898.64	\$16,179.95	\$16,517.56	\$14,215.52	\$14,496.84	\$14,834.45
19	\$19,555.27	\$19,836.58	\$20,174.19	\$16,216.64	\$16,497.97	\$16,835.55	\$14,499.80	\$14,781.10	\$15,118.68
20	\$19,946.33	\$20,227.65	\$20,565.23	\$16,540.95	\$16,822.25	\$17,159.85	\$14,789.77	\$15,071.09	\$15,408.68

Schedule	M-4			M-5		
	L	W	Y	L	W	Y
Step	Regular Base Schedule	Regular Base + Master's Degree	Regular Base + Doctorate	Regular Base Schedule	Regular Base + Master's Degree	Regular Base + Doctorate
1	\$8,275.64	\$8,556.98	\$8,894.58	\$7,090.74	\$7,372.04	\$7,709.62
2	\$8,441.19	\$8,722.50	\$9,060.10	\$7,232.60	\$7,513.94	\$7,851.54
3	\$8,609.99	\$8,891.29	\$9,228.88	\$7,377.22	\$7,658.54	\$7,996.13
4	\$8,782.13	\$9,063.48	\$9,401.05	\$7,524.77	\$7,806.07	\$8,143.66
5	\$8,957.82	\$9,239.12	\$9,576.72	\$7,675.31	\$7,956.64	\$8,294.21
6	\$9,136.97	\$9,418.26	\$9,755.87	\$7,828.79	\$8,110.12	\$8,447.68
7	\$9,319.69	\$9,601.02	\$9,938.62	\$7,985.31	\$8,266.64	\$8,604.24
8	\$9,506.17	\$9,787.49	\$10,125.08	\$8,145.01	\$8,426.32	\$8,763.91
9	\$9,696.23	\$9,977.55	\$10,315.13	\$8,307.97	\$8,589.28	\$8,926.87
10	\$9,890.10	\$10,171.44	\$10,509.01	\$8,474.16	\$8,755.48	\$9,093.07
11	\$10,087.95	\$10,369.27	\$10,706.86	\$8,643.63	\$8,924.94	\$9,262.53
12	\$10,289.71	\$10,571.02	\$10,908.63	\$8,816.46	\$9,097.79	\$9,435.37
13	\$10,495.54	\$10,776.85	\$11,114.43	\$8,992.78	\$9,274.14	\$9,611.72
14	\$10,705.39	\$10,986.70	\$11,324.28	\$9,172.64	\$9,453.93	\$9,791.54
15	\$10,919.55	\$11,200.87	\$11,538.46	\$9,356.04	\$9,637.37	\$9,974.97
16	\$11,137.95	\$11,419.28	\$11,756.87	\$9,543.18	\$9,824.52	\$10,162.09
17	\$11,360.65	\$11,641.97	\$11,979.56	\$9,734.03	\$10,015.35	\$10,352.96
18	\$11,587.97	\$11,869.30	\$12,206.88	\$9,928.71	\$10,210.03	\$10,547.61
19	\$11,819.66	\$12,100.97	\$12,438.56	\$10,127.31	\$10,408.67	\$10,746.24
20	\$12,056.09	\$12,337.40	\$12,674.99	\$10,329.88	\$10,611.19	\$10,948.79

## **APPENDIX C**

# CATASTROPHIC LEAVE PROGRAM

## Donation Form

EMPLOYEE NAME: \_\_\_\_\_  
(Please print)

I wish to make a VOLUNTARY and IRREVOCABLE donation of:

\_\_\_\_\_ Sick Leave Hours                      \_\_\_\_\_  
(Number of Hours Donated)

\_\_\_\_\_ Vacation Hours                      \_\_\_\_\_  
(Number of Hours Donated)

to the **Catastrophic Leave Bank** maintained by the Pasadena Area Community College District for the benefit of eligible members. I also understand that my election to participate in this manner makes me eligible to apply for catastrophic leave benefits under the provisions of the negotiated agreement in effect at the time I make application. While there is no requirement to maintain a minimum vacation accrual balance, I understand that in order to donate sick leave, my own sick leave accrual balance, after donation, must be at least thirty-(30) days. If such is not the case, I will not be allowed to donate sick leave.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

RETURN TO:

Pasadena Area Community College District  
Risk Management, Building G, Room 2  
Pasadena, CA 91106-2003

**COLLECTIVE BARGAINING AGREEMENT**  
**between the**  
**PASADENA AREA COMMUNITY COLLEGE DISTRICT**  
**and**  
**SEIU LOCAL 721**  
**July 1, 2025 – June 30, 2028**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

FOR THE COLLEGE DISTRICT



Robert S. Blizinski  
Assistant Superintendent / Vice  
President, Human Resources

Date: 05/21/2026

FOR THE UNION



Carlos "Tito" Altamirano  
Co-Chief Negotiator

Date: 05/18/2026



Brian Cummins  
Director, Human Resources

Date: 05/18/2026



Brigitte Norsworthy  
Bargaining Team Member

Date: 05/18/2026



Jacqueline Sacoto  
Bargaining Team Member

Date: 05/18/2026