

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
PASADENA AREA COMMUNITY COLLEGE DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS PASADENA CHAPTER 777
(CSEA)

November 20, 2024

This Memorandum of Understanding (MOU) is entered into by and between the Pasadena Area Community College District (hereinafter referred to as "PACCD" or "the District") and the California School Employees Association and its Pasadena Chapter 777 (hereinafter referred to as "CSEA" or "the Union"), in accordance with the Educational Employment Relations Act and the Collective Bargaining Agreement between the parties.

DISCIPLINARY PROCEDURES

Disciplinary Action Causes and Time Limits

The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the unit member becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the date of the filing of the notice of intent to impose discipline, unless such cause was concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the District. However, the District may use prior discipline and written warnings and/or reprimands to establish a prior pattern of conduct.

Personnel Files and Disciplinary Action

Disciplinary actions, including written reprimands, suspensions, involuntary demotions, or terminations, which may be deemed as derogatory information, shall be placed, after a period of 10 days, in the bargaining unit employee's personnel file. The bargaining unit employee shall have the right to enter, and have attached to the noted disciplinary action, their own comments.

Right of Representation (Weingarten Rights)

A bargaining unit employee has the right to CSEA representation in discipline or investigatory matters. The bargaining unit employee has the right to seek a postponement of a meeting that could lead to discipline and request CSEA representation. If CSEA representation is requested, the meeting shall be rescheduled within five (5) working days to allow for CSEA representation.

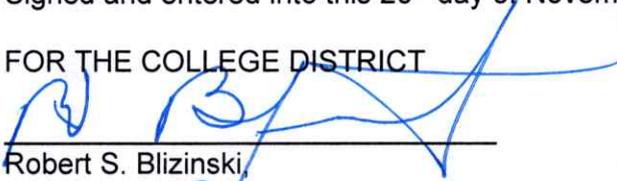
This MOU is subject to ratification by the Board of Trustees. This MOU shall take effect upon its execution and approval by the Parties. MOU is non-precedential and may not be utilized as the basis for any current or future claim of a past practice.

This Memorandum of Understanding (MOU) does not modify the parties' rights or obligations under the current effective Collective Bargaining Agreement (CBA) or the Educational Employment Relations Act (EERA). It is non-citable, non-precedential, and shall not be relied upon as the basis for the establishment of any past practice.

IN WITNESS WHEREOF, the parties have executed this MOU on the date first above written.

Signed and entered into this 20th day of November, 2024.

FOR THE COLLEGE DISTRICT



Robert S. Blizinski,
Vice-President, Human Resources



Brian Cummins,
Director, Human Resources

FOR CSEA



Gregory Zemanek,
CSEA, Chapter 777 President



Joseph Zacklin,
CSEA Labor Relations Representative