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**MEMORANDUM OF UNDERSTANDING
PASADENA AREA COMMUNITY COLLEGE DISTRICT
AND ITS
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its PASADENA CHAPTER 777**

DECEMBER 9, 2022


JUNETEENTH / OUT-OF-CLASS / CARPENTER / NEW SHIFT

This Memorandum of Understanding (MOU or Agreement) between the Pasadena Area Community College District (“District”) and its CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its PASADENA CHAPTER 777 (“Association”) (collectively “Parties”) is expressly made pursuant to the Educational Employment Relations Act and the Collective Bargaining Agreement (CBA) between the Parties. The Parties do hereby agree:

1. **Juneteenth Holiday**: The Parties recognize that Governor Newsom signed AB1655 on September 29, 2022, recognizing Juneteenth as a state recognized mandatory holiday, effective January 1, 2023.
 - a. **Floating Holiday**: As set forth in the parties MOU, dated June 14, 2022, unit members are entitled to utilize a floating holiday for the 2022 observation of Juneteenth, to be utilized on or before December 31, 2022. The remainder of the prior MOU, dated June 14, 2022, shall be deemed null and void.
 - b. **Future Observation**: For calendar year 2023, Juneteenth shall be commemorated and observed within as a legally mandated holiday per Education Code §79020, and in accordance with any alternative observation dates as set forth in the District’s Academic Calendar and/or guidance from the California Community College Chancellor’s Office.
2. **Out-of-Class**: The Parties agree that for the period of May 1, 2021, through May 2, 2022, unit member Artin Moradkhani is entitled to receive a payment equivalent to five (5%) percent of their base salary for performance of out-of-class duties in the “Heating, Ventilation, and Air Conditioning Engineer” classification. The out-of-class assignment has ended, and the additional assigned duties are no longer required. Within thirty (30) days of executing this Agreement, the District agrees to remit payment to Mr. Moradkhani.
3. **Carpenter Classification**: The Parties agree that the District may reallocate existing personnel to different shift assignments in exchange for the District’s promise to refrain from initiating a layoff of the Carpenter classification for the period of September 6, 2022, through September 6, 2023. CSEA agrees not to challenge or otherwise interfere with the schedule changes that shall result within the Carpenter classification.
4. **Sunday through Thursday Shift**: The Parties agree that a custodial Sunday through Thursday sundown shift (6:00 PM until 2:30 AM) will be activated effective January 22, 2023. The Parties further agree that there will be no involuntary transfer of current employees to this shift for a period of 18 months beginning on January 22, 2023. It is agreed that those employees working this shift will be paid in accordance with Article 20 including a two-percent (2%) shift differential for all hours of each Sunday worked on this shift.


52 Except for item number four (4) indicated above with specific dates indicated, this MOU shall take
53 effect upon its execution and approval by the Parties, and shall be deemed to be effective through
54 December 31, 2023. This MOU shall remain in effect for its duration, and shall immediately lapse
55 thereafter. This MOU is non-precedential, and may not be utilized as the basis for any current or
56 future claim of a past practice.
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59 FOR THE COLLEGE DISTRICT

60 
Robert Blizinski (Dec 13, 2022 11:07 PST)


61 Robert S. Blizinski / Date Dec 13, 2022

62

63 

64 Brian Cummins / Date Dec 12, 2022

FOR THE ASSOCIATION


Tony Casillas (Dec 16, 2022 21:21 PST)

Antonio Casillas / Date Dec 16, 2022


Joseph Zacklin (Dec 12, 2022 10:46 PST)

Joseph Zacklin / Date Dec 12, 2022