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**PROPOSAL FROM THE  
PASADENA AREA COMMUNITY COLLEGE DISTRICT  
TO THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, AND ITS PASADENA CHAPTER 777**

**April 15, 2026**

7 ARTICLE 5 – DISTRICT RIGHTS

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9 **5.1 General Management Authority**

10 Except as expressly limited by the specific terms of this Agreement or by applicable state or federal law,  
11 the Pasadena Area Community College District retains and reserves all rights, powers, and authority  
12 inherent in its role as a public employer to manage, direct, and control its operations to the full extent  
13 permitted by law, including but not limited to the California Education Code, the Educational Employment  
14 Relations Act (EERA), and the California Government Code.

15 The exercise of management authority shall not be subject to the grievance and arbitration procedure  
16 except where a specific written provision of this Agreement expressly provides otherwise.

17 **5.2 Enumerated Management Rights**

18 Without limiting the generality of Section 5.1, and subject to the meet-and-confer obligations required by  
19 law, the District's management rights include the exclusive authority to:

- 20 (a) Determine the organizational structure of the District and any of its departments, divisions, or  
21 functional units;
- 22 (b) Direct, supervise, and evaluate the work and performance of employees;
- 23 (c) Determine the operational calendar, hours of operation, and scheduling of services;
- 24 (d) Determine the type and level of services to be provided and the methods and means by which such  
25 services are delivered;
- 26 (e) Establish and modify job classifications, duties, and qualifications in accordance with applicable law  
27 and this Agreement;
- 28 (f) Determine staffing patterns, workload standards, and the number and types of positions required to  
29 carry out District operations;
- 30 (g) Hire, rehire, promote, transfer, assign, reassign, schedule, evaluate, discipline for cause, demote,  
31 layoff, and separate employees in accordance with applicable law and this Agreement;
- 32 (h) Determine and administer the District's budget, including the allocation of funds, prioritization of  
33 expenditures, and methods of raising and managing revenue;
- 34 (i) Build, lease, occupy, improve, modify, relocate, or vacate facilities as needed to fulfill the District's

- 35 operational needs;
- 36 (j) Introduce, implement, or modify technology, equipment, tools, or operational systems to maintain or  
37 improve efficiency, safety, or service quality;
- 38 (k) Establish and enforce rules, regulations, and policies governing employee conduct, performance  
39 standards, and workplace safety;
- 40 (l) Contract for goods and services, subject to applicable law and the provisions of Article 4 of this  
41 Agreement; and
- 42 (m) Take any and all actions necessary to address a declared emergency or urgent operational need,  
43 consistent with applicable law.

#### 44 **5.3 Limitation and Savings Clause**

45 Nothing in this Article shall be construed to:

- 46 (a) Abrogate, diminish, or waive any right expressly granted to employees or to CSEA Chapter 777 under  
47 the specific terms of this Agreement;
- 48 (b) Abrogate, diminish, or waive any right guaranteed to employees under applicable law, including rights  
49 under the EERA (Government Code §3540 et seq.), the California Education Code, or applicable  
50 provisions of the California Government Code;
- 51 (c) Authorize the District to take any action that constitutes an unlawful unilateral change to a negotiable  
52 subject of bargaining as defined under EERA without first providing CSEA with notice and the  
53 opportunity to bargain as required by law; or
- 54 (d) Limit CSEA's right to file an unfair labor practice charge with the Public Employment Relations Board  
55 (PERB) as provided by law.

#### 56 **5.4 Exercise of Rights**

57 The District's failure to exercise any right reserved herein, in any particular instance or over any period of  
58 time, shall not constitute a waiver of such right, nor shall it establish a past practice that is binding on the  
59 District with respect to future exercises of that right, unless the District has expressly agreed in writing to  
60 such limitation.

#### 61 **5.5 Duty to Bargain Upon Request**

62 Nothing in this Article shall be interpreted to relieve the District of its obligation, upon timely written request  
63 by CSEA, to meet and confer over the negotiable effects of a management decision to the extent required  
64 by applicable law.