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**PROPOSAL FROM THE
PASADENA AREA COMMUNITY COLLEGE DISTRICT TO THE
PASADENA CITY COLLEGE FACULTY ASSOCIATION
April 5, 2023**

The collective bargaining proposal presented herein by the Pasadena Area Community College District to the Pasadena City College Faculty Association and is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Contract between the parties. The following article shall be deemed to remain unchanged in the Collective Bargaining Agreement except as set forth below:

**ARTICLE 4
FRINGE BENEFITS**

4.1 BENEFIT PLANS

4.1.1 The District fringe benefits package for eligible unit members and, where applicable, their dependents, includes the following items under the District's current plans or such equivalent plans as it may designate:

- a. Medical Insurance - either PPO (Anthem Blue Cross) or HMO (Anthem Blue Cross/California Care, Kaiser).
- b. Dental care insurance ~~—During the 2016-2017 open enrollment, members e~~**Eligible unit members** may select one (1) of the two dental plan options, which includes the following:

Option 1: ~~(current plan)~~—Delta Dental (PPO ~~—no changes~~)
Option 2: ~~(Enhanced Plan)~~—MetLife (HMO – includes orthodontia & dental implants)

~~**Details on the plan benefits are available in the Benefits Enrollment Guide which is available on the District website at <https://pasadena.edu/hr/benefits/benefits-enrollment-forms.php>.**~~

- c. Vision care 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-group plan.** (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; the plan includes an elimination period of 140 calendar days with a maximum benefit period of 12 months. (District paid);
- f. **A choice of the following two eEmployee assistance programs (EAP):**
 - **Anthem EAP, which offers up to six (6) free counseling visits per person, per issue, per year, and is available to all District**

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employees and their eligible dependents; or

- Lincoln Employee Connect EAP, which offers up to five (5) free counseling visits per person, per issue, per year, and is available to full-time benefit eligible employees up to three free consultations per year with a qualified District-provided psychologist. (District paid);

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.

4.1.2 “Eligible” as used in section 4.1 shall mean those unit members who have an average assignment of seventy-five percent (75%) or greater during the annual period of contract service, those who qualify under Section 4.4~~6~~ (below), or as otherwise required by the Affordable Care Act (ACA).

4.1.3 In lieu of District coverage for an individual’s health insurance plan (for those with dual coverage) the District will provide an annual amount equal to one-half of the District annual payment for the lowest cost medical insurance for each full-time unit member electing this option providing that:

- a. This option may be selected only during the open enrollment period for health insurance or at the time of initial employment;
- b. Requests to change to health insurance coverage from the cash option may be made only during the open enrollment period;
- c. Cash benefits provided under this plan must comply with Internal Revenue Code Section 125.

4.1.3 Fringe Benefits Study Committee

The campus-wide joint study committee shall study and report to the parties its findings relative to fringe benefits programs, including, but not limited to, medical insurance plans and designs for full-time and part-time faculty.

4.1.4 Part-Time Faculty Health Insurance

4.1.4.1 Part-time employees who are members of the bargaining unit, who as of Monday of the third week of the semester have assignments greater than or equal to 40% of the minimum full-time teaching assignment shall be eligible to enroll in single coverage Kaiser medical insurance. Eligibility determination is done semester-by-semester for Fall and Spring terms only. Part-time employees who qualify in the Spring Semester shall be eligible for benefits in the subsequent summer session. Part-time employees who qualify in the Fall Semester shall be eligible for benefits in the subsequent winter session. Coverage will begin on the first day of the month following the beginning of the semester (fall or spring).

103 **4.1.4.2 The District shall contribute an amount equal to 80% of the single**
104 **party Kaiser Health Maintenance Organization (HMO) plan premium**
105 **with the employee contributing 20% of the single party Kaiser HMO**
106 **plan premium. In lieu of the Kaiser plan, eligible employees may elect**
107 **a composite dental and/or vision plan up to the cost of the District's**
108 **medical contribution.**
109

110 **4.1.4.3 Part-time faculty who elect the Kaiser HMO insurance, may purchase**
111 **at their own cost, Kaiser coverage for dependents, composite dental**
112 **insurance, and/or vision insurance.**
113

114 **4.1.4.4 All premiums paid by any faculty via payroll deductions for the**
115 **purpose of purchasing health insurance shall be pre-tax.**
116

117 **4.1.4.5 In the event that the assignment load drops below 40% of the**
118 **minimum full-time teaching assignment at any point in the term, or**
119 **the employee fails to make the required contribution in excess of their**
120 **payroll deduction, their coverage will end effective the first day of the**
121 **next month.**
122

123 **4.1.4.6 The parties agree to reopen Article 4.1.4 if changes to the State**
124 **funding or structure of part-time benefits results in a decreased level**
125 **of reimbursement to the District.**
126

127 4.2 RETIREE BENEFITS (Full-Time Employees)

128

129 4.2.1 The District will provide paid health and dental plans, up to the amounts
130 specified in Section 4.1 above, for retirees age fifty-five (55) to sixty-five (65),
131 and their eligible dependents, who have received these plans and in their last
132 full year of employment when:

- 133
- 134 a. The current member is eligible to retire under the provisions of the
135 State Teachers Retirement System; and
 - 136
 - 137 b. The unit member has had at least fourteen (14) years of service with
138 the District. In order to continue to be eligible for this benefit the unit
139 member must not be employed in an organization in which the
140 employee is required to contribute a portion of his/her salary to a
141 retirement plan associated with STRS or PERS in the state of
142 California.
 - 143

144 4.2.2 The coverage provided under 4.2.1 will continue through the month the
145 retiree reaches age sixty-five (65).
146

147 4.2.3 For retirees who satisfy conditions (a) and (b) of article 4.2.1 and who have
148 attained the age of sixty-five (65) **shall apply for and enroll in Medicare**
149 **Parts A and B. Upon satisfying these conditions and submitting proof**
150 **annually of Medicare B enrollment (such as a copy of their Social**
151 **Security statement denoting the Medicare Part B premium deduction).**
152 the District will pay **the standard Medicare Part B premium rate not to**
153 **exceed \$1440-\$1,900** annually, intended to help cover the cost of Medicare

154 supplementary insurance. **This amount will be based on the standard**
155 **Medicare Part B premium rate annualized for the benefit year in which it**
156 **is paid.**
157

158 4.2.4 Those retirees who meet all the requirements of 4.2.1 except for the fourteen
159 (14) years of service with the District and those retirees who have reached
160 age sixty-five (65) may elect to retain group coverage under the health plans
161 by paying the monthly premiums to the District. This provision is subject to
162 the terms of the contract between the District and the plan carrier.
163

164 4.3 PERMANENT DISABILITY

165
166 During the term of this Agreement, the District will continue to provide the health and
167 dental benefits of Section 4.1 for those unit members between the ages of fifty-five
168 (55) and sixty-five (65) who have been employed by the District for at least fourteen
169 (14) years and who are granted a permanent disability allowance under STRS or
170 PERS.
171

172 4.4 OPTIONAL PRE-RETIREMENT PROGRAM

173
174 The District shall offer an optional pre-retirement reduced workload program to unit
175 members in accordance with rules and regulations adopted by the Board of Trustees
176 and the provisions of Education Code Sections 20815, 22713 and 87483.
177

178 4.5 COMPUTER LOAN PURCHASES

179
180 The District will provide to any regular monthly unit member an interest-free loan of
181 up to four thousand dollars (\$4,000) for the purchase of computer
182 equipment/software. The type of equipment and place of purchase is the choice of
183 the unit member. Upon presentation of an invoice, the District will provide a check,
184 payable to the vendor. Equal installments will be deducted from the unit member's
185 regularly monthly salary check, during a period of up to a maximum of two years, to
186 repay the loan.
187

188 **ARTICLE 6**

189 **SICK LEAVE AND HEALTH EXAMINATIONS**

190

191 6.1 HEALTH EXAMINATIONS

192
193 Upon initial employment in contracted status, all unit members must have a health
194 examination **as required by Education Code 87408**. The examination form will be
195 provided by the District and, when completed, returned to the Office of Human Resources.
196

197 6.2 All examinations shall be made by a regularly licensed physician and the report submitted
198 to the Office of Human Resources within two (2) months of initial employment as
199 evidenced by the date of the unit member's signing the "Offer of Employment."
200

201 6.3 Unit members shall provide a medical clearance at their own expense and before returning
202 to work following an illness of more than five (5) days, prior to returning to work from any
203 medical emergency occurring during working hours, or at any time, absent or not, when
204 the need for such medical clearance through examination is requested by the District.

- 205
206 6.4 If the question of a unit member's health is an issue with reference to continued
207 employment, the medical opinion of the District physician shall be the final and determining
208 judgment.
209
- 210 6.5 Every four (4) years, unit members must file with the Office of Human Resources
211 acceptable evidence indicating freedom from active tuberculosis.
212
- 213 6.5.1 Each new unit member must satisfy this requirement as a condition of employment
214 within five (5) work days of initial assignment. Upon hire, the employee will fill out
215 the TB Risk Assessment paperwork.
216
- 217 6.5.2 If necessary, the District will defray the cost of a chest x-ray or Mantoux test in
218 satisfaction of this requirement when obtained at facilities designated by the
219 District.
220
- 221 6.6 SICK LEAVE
222
- 223 6.6.1 In any fiscal year, a full-time employee shall earn paid sick leave time at the rate
224 of one (1) day for each month of paid service on an unlimited accumulated basis.
225
- 226 6.6.2 Employees who have earned sick leave hours on an hourly/daily assignment with
227 the District and who become regular or contract employees shall have their
228 hourly/daily sick leave converted to days at the rate of one day for each four (4)
229 hours of sick leave already earned if credit employees, or one (1) day for each five
230 (5) hours of sick leave already earned if noncredit employees.
231
- 232 6.6.3 When a full-time academic employee is absent from duties because of illness or
233 injury, pay is determined in the following manner:
234
- 235 a. Full salary for such absence if the period of absence does not exceed the
236 unused portion of current and accumulated sick leave benefits.
237
- 238 b. Upon exhaustion of accumulated sick leave, difference between the
239 employee's salary and the amount paid a temporary employee employed
240 to fill his or her their position, or if no temporary employee was employed,
241 the amount that would have been paid to the temporary employee had he
242 or she been employed, for up to five school months less the number of
243 days of current and accumulated sick leave previously used in that school
244 year. (Education Code § 87780.)
245
- 246 6.6.4 Sick leave will be charged at the rate of one (1) day for each day of absence.
247
- 248 6.7 CONVERSION OF SICK LEAVE
249
- 250 6.7.1 Hourly sick leave to daily sick leave: Contract and regular employees who have
251 earned hourly sick leave with the District may convert this hourly sick leave to daily
252 sick leave under the following conditions:
253
- 254 a. The rate of conversion shall be one (1) day for each four (4) hours of sick
255 leave earned by credit employees, or one (1) day for each five (5) hours of

256 sick leave earned by noncredit employees; and
257
258 b. Such conversion shall occur only when all daily sick leave is exhausted and
259 only for serious illness or injury.
260

261 6.7.2 Daily sick leave to hourly sick leave: Contract and regular employees who have
262 earned daily sick leave with the District may convert this daily sick leave to hourly
263 sick leave under the following conditions:
264

265 a. The rate of conversion shall be one (1) day for each four (4) hours of sick
266 leave earned by credit employees, or one (1) day for each five (5) hours of
267 sick leave earned by noncredit employees; and
268

269 b. These conversions must be utilized in whole or half-day units and will not
270 require the District to maintain records based on hours or portions of days
271 other than whole or half-day units; and
272

273 c. No salary conversions will be authorized for overload sections that are
274 canceled for low enrollment or other reasons or for overload sections that
275 may be necessary to complete a contract assignment; and
276

277 d. Such conversions shall occur only when all hourly sick leave is exhausted
278 and only for serious illness or injury.
279

280 6.8 CATASTROPHIC ILLNESS/INJURY LEAVE DONATION PLAN

281
282 6.8.1 The Catastrophic Illness/Injury committee will include a member appointed by the
283 PCCFA.
284

285 6.8.2 The Identity of donors to the Plan will be kept confidential.
286

287 6.8.3 Part-Time Faculty - Full-time faculty may donate leave to part-time faculty (for the
288 duration of the part-time faculty member's illness/injury, not to exceed the length
289 of the contracted employment period), in accordance with the other provisions of
290 the Catastrophic Leave Donation Plan.
291

292 6.9 GENERAL CONDITIONS

293
294 6.9.1 Employees filing claims under the provisions of this section shall file, or cause to
295 be filed, written evidence satisfactory to and approved by a District physician that
296 illness, injury or incapacity is of such character as to require absence from duty
297 during the period of sick leave claim.
298

299 6.9.2 A regular employee assigned part-time only, or able to work part-time only, shall
300 earn sick leave time and be paid sick leave benefits in an amount proportional to
301 the percent of full-time employment.
302

303 6.9.3 The District reserves the right to demand proof of illness on a form provided by the
304 District from the attending physician and may refer any claim for sick leave benefits
305 to a District physician whose decision as to the eligibility of the academic employee
306 for said benefits shall be final. Failure to provide proof of illness when requested

307 automatically waives the right to the sick leave benefits for that claimed absence.
308 Any statement or claim related to sick leave shall be made by the employee under
309 penalty of perjury.
310

311 6.10 PERSONAL NECESSITY CHARGED TO SICK LEAVE
312

313 6.10.1 All academic employees entitled to sick leave benefits have the right to elect
314 personal necessity leave to be charged against their unused sick leave.
315

316 6.10.2 Personal necessity leave may be used for the following reasons:
317

318 6.10.2.1 The death of a member of the employee's immediate family when the
319 number of days of absence exceeds the limit provided in Article 6.14,
320 Bereavement Leave. "Member of the employee's immediate family" as
321 used in this policy means the husband, wife, domestic partner, son,
322 daughter, father, mother, brother, sister, father-in-law, mother-in-law,
323 son-in-law, daughter-in-law, grandfather or grandmother of the employee
324 or of the spouse of the employee, or any relative living in the immediate
325 household of the employee, or any other person for whom the employee
326 is legally responsible.
327

328 6.10.2.2 An accident involving the employee's person, not otherwise chargeable
329 to an illness or injury leave. Such accident must (a) be serious in nature,
330 (b) involve circumstances the employee cannot reasonably be expected
331 to disregard, (c) require the attention of the employee during assigned
332 hours of service, and (d) cannot be attended to during non-duty hours.
333

334 6.10.2.3 An accident involving the employee's property or the person or property
335 of a "member of the employee's immediate family" as defined in 6.10.2.1.
336 Such accident must (a) be serious in nature, (b) involve circumstance the
337 employee cannot reasonably be expected to disregard, (c) require the
338 attention of the employee during assigned hours of service, and (d)
339 cannot be attended to during non-duty hours.
340

341 6.10.2.4 An appearance of the employee in court as a litigant, party, or as a
342 witness under an official order. The employee must return to work in
343 cases where it is not necessary to be absent the entire day.
344

345 6.10.2.5 The birth of a child making it necessary for an employee who is the father
346 of the child to be absent from his position during his assigned hours of
347 service.
348

349 6.10.2.6 Imminent danger to the home of an employee occasioned by a factor such
350 as flood or fire, serious in nature, which under the circumstance the
351 employee cannot reasonably be expected to disregard, and which
352 requires the attention of the employee during assigned hours of service.
353

354 6.10.2.7 Personal necessity of a nature that cannot be transacted outside of
355 assigned work hours and where there is no alternative as to person, time
356 or place for its transaction. The nature of such business must not involve
357 payment for the employee's services.

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6.10.3 Personal necessity leave shall be subject to the following limits and conditions:

6.10.3.1 The total number of days allowed in one fiscal year for such leave or leaves shall not exceed six (6) days.

6.10.3.2 The days allowed shall be deducted from and may not exceed the number of full-pay days of sick leave to which the employee is entitled.

6.10.3.3 The personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.

6.10.3.4 Academic employees on an assignment of forty (40) hours a week on duty at the college may choose to take a minimum of a half day of personal necessity leave. For those on assignments other than the above, the one-half day absence shall be at the discretion of the supervisor.

6.10.3.5 Personal necessity leave may not be used for participation in work stoppage, nor any activity contrary to law.

6.10.3.6 Payment for personal necessity absence shall be made only upon certification by the faculty member that the absence was due to a situation designated as a personal necessity within the limits described above. If the District reasonably suspects abuse, it may require verification.

6.11 INDUSTRIAL ACCIDENT LEAVE (WORKERS' COMPENSATION)

6.11.1 A contract or regular employee who suffers an industrial accident, illness or injury incurred within the course and scope of employment shall be entitled to a leave of absence with pay, as specified in this Article. A "Report of Employee Injury" must be prepared at once, the form for which is available in the Office of Business Services.

6.11.2 An employee who has sustained a job-related injury shall immediately report the injury to his/her ~~their~~ immediate, or an appropriate, administrator within one (1) work day of knowledge that the illness is the result of an alleged industrial accident.

6.11.3 Provisions

6.11.3.1 Allowable leave in any one fiscal year for the same illness or accident may be for up to sixty (60) days during which the College is required to be in session or when the employee would otherwise have been performing work for the District.

6.11.3.2 Allowable leave shall not be accumulated from year to year.

6.11.3.3 Industrial accident or illness leave shall commence on the first day of verified industrial illness or accident absence.

6.11.3.4 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability

409 indemnity award.

410

411 6.11.3.5 When an industrial accident or illness leave overlaps into the next fiscal
412 year, the employee shall be entitled to only the amount of unused leave
413 due for the same illness or injury.

414

415 6.11.3.6 Any employee receiving benefits as a result of this section shall, during
416 periods of injury or illness, remain within the state of California unless the
417 Board of Trustees authorizes travel outside the state.

418

419 6.11.3.7 During any industrial paid leave of absence, workers' compensation
420 checks are mailed directly to the District and must be endorsed by the
421 employee over to the District. The District, in turn shall issue the employee
422 appropriate salary warrants for the payment of the employee's salary and
423 shall deduct normal retirement and other authorized contributions. Upon
424 conclusion of this industrial paid leave, an employee may elect to utilize
425 any available sick leave benefits, providing that any sick leave utilization
426 when combined with any temporary disability indemnity shall not exceed
427 100% of the employee's normal compensation.

428

429 6.11.3.8 Requests for additional leave, if provided by Board regulation, shall be
430 submitted through the Office of Human Resources. District approval or
431 denial of additional leave of absence for industrial accident or illness shall
432 not be subject to the Dispute or Grievance Procedures Articles of this
433 Agreement (Articles 10 and 11).

434

435 6.11.4 An employee shall be permitted to return to service after an industrial accident or
436 illness leave involving a temporary disability award only upon presentation of a
437 release from a District-authorized physician certifying the employee's ability to
438 return to his/her their position classification with or without a reasonable
439 accommodation, or without detriment to the employee's physical or emotional-well
440 being.

441

442 6.12 ABSENCE WITHOUT LOSS OF SALARY

443

444 6.12.1 The Superintendent-President or his/her their designee may permit an employee
445 to leave assigned duties for a fraction of a day up to one (1) day without loss of
446 salary provided no paid substitute is required and provided that the absence does
447 not come under one of the other leave policies.

448

449 6.12.2 Paid leaves of absence beyond one day must have approval of the Board of
450 Trustees prior to the absence. Requests for such absence must be filed in the
451 office designated by the Superintendent-President no later than (10) working days
452 prior to the next scheduled regular Board of Trustees meeting that is before the
453 absence.

454

455 6.12.3 Where the applicant can demonstrate to the manager responsible for this function
456 that the timeline could not be met due to the late notice or similar condition beyond
457 the applicant's control, the manager may, at his/her their sole discretion, waive
458 the timeline.

459

460 6.13 ABSENCES FOR RELIGIOUS HOLIDAYS

461
462 An employee may arrange in advance to take personal leave without pay for religious
463 holidays that are not Board-declared holidays. Employees who have accrued vacation
464 may use vacation time with the approval of their supervisor. Requests for absence must
465 be submitted to the employee's immediate supervisor at least five (5) work days in
466 advance of the absence.

467
468 6.14 BEREAVEMENT LEAVE

469
470 6.14.1 All unit members shall be allowed up to three (3) days of paid leave of absence for
471 death of an immediate family member, or five (5) days if out-of-state travel of the
472 employee is required. "Immediate family" shall be defined as husband, wife,
473 domestic partner, son, daughter, father, mother, brother, sister, father-in-law,
474 mother-in-law, son-in-law, daughter-in-law, grandfather or grandmother of the
475 employee or of the spouse/domestic partner of the employee, or any relative living
476 in the immediate household of the employee, or any other person for whom the
477 employee is legally responsible.

478
479 Bereavement leave is not applicable when an employee is on unpaid leave of
480 absence or during unscheduled work days for employees on less than 12-month
481 assignments.

482
483 6.14.2 Up to one (1) day's leave with pay may be granted if it is necessary for an employee
484 to make funeral arrangements or to attend the funeral of close relatives not living
485 in the immediate household. Up to one-half day with pay may be granted to attend
486 the funeral of a distant relative or a close friend provided no substitution is needed.

487
488 6.15 SUBPOENA LEAVE OR JURY DUTY

489
490 6.15.1 When a regular or contract employee is absent because of a mandatory court
491 appearance except as a litigant, the employee shall suffer no monetary loss by
492 reason of this service.

493
494 6.15.1.1 Fees, exclusive of mileage paid by the court of party requiring an
495 employee's appearance, shall be paid to the District unless the fees are
496 greater than the employee's salary in which case the employee may
497 retain the fees and be listed as absent due to personal business.

498
499 6.15.1.2 A copy of the subpoena or a certificate of the clerk of the court must be
500 filed with the absence report.

501
502 6.15.1.3 Absence of an employee for a legal action in which the employee is a
503 litigant may be charged to sick leave under the provisions for personal
504 necessity leave if the individual so elects.

505
506 6.15.2 While on paid jury duty leave, an employee shall return to the District service on
507 any days or portions thereof on which his/her their service as a juror is not
508 required and he/she would otherwise be in service to the District.

509
510 6.15.3 Subpoena and Jury Duty Leave will be granted to a part-time faculty member when

511 he/she is absent because of a mandatory court appearance, except when he/she
512 is a litigant. A part-time faculty member who is entitled to this paid leave will suffer
513 no monetary loss by reason of this service.
514

515 6.15.3.1 Fees, exclusive of mileage paid by the court or party requiring a part-time
516 faculty member's appearance, shall be paid to the District unless the fees
517 are greater than the part-time faculty member's salary in which case he
518 or she may retain the fees and be listed as absent due to personal
519 business.
520

521 6.15.3.2 A copy of the subpoena or certificate of the clerk of the court must be filed
522 with the part-time faculty member's absence report.
523

524 6.15.3.3 An absence due to appearance for a legal action in which the part-time
525 faculty member is a litigant may be charged to sick leave under the CBA's
526 provisions for personal necessity leave if the part-time faculty member so
527 elects.
528

529 6.15.3.4 While on paid jury duty leave, a part-time faculty member shall return to
530 the District service on any days or portions thereof on which **his/her their**
531 service as a juror is not required and he/she would otherwise be in service
532 to the District.
533

534 6.16 SABBATICAL LEAVE 535

536 6.16.1 Subject to the availability of funds, the number of full-term sabbatical leave
537 equivalents available for each year shall be up to four percent (4%) of the full-time
538 regular or contract positions in the unit. Sabbatical leaves shall be funded and
539 provided for at least two percent (2%) of the full-time equivalent faculty in the unit
540 if that percentage of faculty members have sabbatical leaves approved.
541

542 6.16.2 Sabbatical leaves of absence for one or two semesters may be granted as
543 provided for herein, for professional study, research and/or approved travel, to any
544 regular or contract unit member who has been employed full-time by the Pasadena
545 Area Community College District for not less than six (6) total years under regular
546 credential since initial employment or the last sabbatical leave granted, and whose
547 latest evaluation is satisfactory. Sabbatical leave for one academic year is for the
548 period of the Fall and Spring semesters. Sabbatical leaves for one (1) semester
549 shall be for the full period of the designated semester. An additional year may be
550 requested as personal leave. Leave time (one year or half year) shall be deducted
551 from the number of consecutive years accumulated toward sabbatical leave.
552

553 6.16.2.1 Sabbatical Leave Advisory Committee. The Committee shall be
554 composed of five (5) members, two (2) to be elected by the Academic
555 Senate Board, one (1) selected by the Faculty Association and two (2)
556 designated by the District from the Administration with the Vice President
557 of Human Resources, or designee, as chair. The primary purpose of this
558 Committee shall be to rank and recommend to the
559 Superintendent/President of the College the names of the staff members
560 submitting acceptable plans for such leave and therefore eligible for
561 consideration by the District.

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6.16.2.2 The Sabbatical Leave Advisory Committee shall act as an advisory board to the Superintendent-President of the District to help adjust emergency sabbatical leave considerations identified by the Superintendent-President and which are not provided for or covered by established sabbatical leave policies.

6.16.2.3 Professional Study. Applicants who apply for professional leave under this section shall agree to undertake a full load of upper division undergraduate study, graduate work or independent research per semester as defined by the institution being attended. The applicant shall submit evidence that the proposed professional study shall be designed to enlarge the applicant's understanding of educational psychology, to improve facility in teaching techniques, and/or to broaden experience in special fields directly related to the current assignment. Evidence of the successful completion of this work shall be certified by the approved institution.

6.16.2.4 Research. Applicants for sabbatical leave under this provision wishing to undertake such research without enrolling in an accredited institution of higher education must provide documentation acceptable to the Sabbatical Leave Advisory Committee. Such documentation must include substantial independent written evidence from such an institution that the research will be done under supervision at said institution, or is equivalent to research done in an approved course of study.

6.16.2.5 Approved Travel. Applicants for sabbatical leave under this provision shall submit a detailed statement of the proposed itinerary. Said itinerary must be so planned as to evidence specific ways in which the trip will contribute to the improvement of the applicant's services with respect to the particular educational field in which the employee is engaged. A report shall be submitted on completion of the trip attesting to the satisfactory fulfillment of this requirement.

6.16.2.6 Professional Study, Research and Approved Travel proposals will be given equal weight in determining priority. Approved proposals shall be ranked in the following order:

- a. Total years employed since last sabbatical or date of employment, whichever is less.
- b. Seniority in the District.

6.16.2.7 Finally, in cases where the above guidelines prove insufficient to determine priority, the Sabbatical Leave Advisory Committee will have the authority to make recommendations for the selection.

6.16.3 Applicants for sabbatical leave must file the sabbatical leave form, in the Office of Human Resources prior to November 1, for consideration for the following college year. All requests will be considered without regard to date of application provided the deadline has been met, and provided the Division Dean or the appropriate

613 supervisor has been notified of the application.

614

615 6.16.4 Successful applicants shall enter into a contract for the leave within ten (10) work
616 days following approval of the leave by the Board of Trustees. Once a leave is
617 contracted, it may be rescinded only by mutual agreement of the unit member and
618 the District.

619

620 6.16.5 If a leave has been refused or rescinded by March 1st, the applicant next on the
621 waiting list will be offered the leave.

622

623 6.16.6 Any changes in travel or study plans occurring after the sabbatical leave has been
624 granted must be approved by the Superintendent-President of the College. If the
625 proposed changes are not approved, the unit member shall (a) return to the
626 contracted sabbatical plan; (b) return to services at the College if proposed
627 changes were requested prior to March 1st of the year preceding the planned
628 sabbatical; or (c) take unpaid leave.

629

630 6.16.7 Prior to entering upon a sabbatical leave the employee may choose one or two
631 methods of compensation. Under Option I the employee must file a suitable bond
632 indemnifying the District for any salary paid the employee during the period of
633 sabbatical leave in the event said employee fails to return and to render two (2) full
634 years of service in the District following the completion of the sabbatical leave.

635

636 6.186.8 Under Option II the employee may enter into a written agreement with the District
637 to fulfill the obligations of the leave in lieu of filing a bond for this purpose, as set
638 for in Option I. Such an agreement form is available in the Office of Human
639 Resources.

640

641 6.16.9 Compensation for all academic employees while on sabbatical leave shall be
642 determined by the following formula: (Base ten-month salary) x .75

643

644 6.16.10 Faculty members on sabbatical leave may teach during either or both of the
645 Intersessions that occur during the period of their leave.

646

647 6.16.11 Faculty members on sabbatical leave shall not be given additional employment
648 by the District during the sabbatical period. Cases in which exceptions may be
649 made shall be in the interest of the instructional needs of the District as determined
650 by the Superintendent-President. Neither paid sick leave nor vacation time is
651 earned during this period. Health and welfare benefits will be continued on the
652 same terms as provided to full-time unit members.

653

654 6.16.12 A comprehensive report of sabbatical activity should be filed in the Office of
655 Human Resources within the semester following the individual's return to service.
656 For leaves granted under "Professional Study," a transcript showing successful
657 completion of all units attempted, with a passing grade, shall be sufficient for this
658 purpose.

659

660 6.17 PARENTAL LEAVE

661

662 6.17.1 Disabilities associated with pregnancy, childbirth or related medical conditions
663 shall be treated as any other temporary disability. In addition, unit members shall

664 be entitled to use **other** accrued **vacation leaves** for such disabilities.

665
666 6.17.2 The District shall provide eligible unit members with paid Parental Leave pursuant
667 to Education Code section 87780.1.

668
669 6.17.2.1 Purpose: A unit member may use his or her accrued sick leave, or
670 when exhausted, any available differential paid leave, for leave
671 taken for the reason of the birth of a child of the unit member or the
672 placement of a child with an employee in connection with the
673 adoption or foster care of the child by the employee for up to twelve
674 (12) workweeks.

675
676 6.17.2.2 Eligibility. Faculty members whose initial date of hire is at least
677 twelve (12) months prior to taking parental leave. Faculty members
678 are not required to have worked a minimum of 1,250 hours in the
679 twelve (12) months prior to the leave in order to be eligible for paid
680 parental leave.

681
682 6.17.2.3 Compensation: ~~Purpose. Eligible faculty members shall receive~~
683 ~~their full salary for a maximum of twelve (12) workweeks for leave~~
684 ~~taken for the reason of the birth of a child or the placement of a child~~
685 ~~with the faculty member in connection with the adoption or foster~~
686 ~~care of the child. Unit members are entitled to utilize all~~
687 ~~accumulated sick leave for the purposes of parental leave.~~
688 ~~Thereafter, when a unit member has exhausted all available sick~~
689 ~~leave faculty members who and continues to be absent from duty~~
690 ~~under this section, they shall receive the greater of the following:~~
691 ~~(1) fifty percent 50% of their regular salary during the twelve (12)~~
692 ~~week period of absence for up to six (6) workweeks; or (2) the~~
693 ~~difference between what the employee would have received during~~
694 ~~the period of absence, and the amount that was actually received by~~
695 ~~a substitute employee during his or her absence or, if no substitute~~
696 ~~is employed, the amount that would have been paid to a substitute~~
697 ~~employee according to the District salary schedule for parttime and~~
698 ~~temporary employees for the remaining portion of the twelve (12)~~
699 ~~workweek period of parental leave.~~

700
701 ~~Faculty members shall be authorized to use any accrued leave,~~
702 ~~including sick leave to supplement the paid leave for up to six (6)~~
703 ~~workweeks. No faculty shall be paid in excess of one-hundred~~
704 ~~percent (100%) of their salary during the period of parental leave.~~

705
706 6.17.2.4 Use. Paid parental leave must be taken within twelve (12) months
707 of the date of birth or placement of the child with the faculty
708 member. The twelve (12) workweeks do not have to be taken
709 consecutively. Where both parents of the child for whom leave is
710 taken are employed by the district, any amount of parental leave
711 taken by one parent shall not diminish the twelve (12) workweeks of
712 parental leave to which the parent may be entitled.

713
714 6.17.2.5 Maximum Duration: Parental leave shall run concurrently with any

715 Family Medical Leave taken for the same purpose. Paid parental
716 leave shall be exhausted after twelve (12) workweeks. A unit
717 member shall not be entitled to more than twelve (12) workweeks of
718 parental leave in any twelve (12) month period, paid or unpaid.

719
720 6.17.3 Unpaid Additional Parental Leave. Upon written request, a faculty member
721 may request additional unpaid leave. Parental leave shall may be granted
722 for a maximum of six (6) months, whether as paid or unpaid. Consideration
723 will be given to granting an extension of the leave, if requested, until the
724 beginning to the next school semester should the expiration of the six (6)
725 months of parental leave occur during the school year.
726 [Educ. § 87764 gives the discretion to grant additional leave to the Board.]
727

728 6.18 PERSONAL LEAVE WITHOUT PAY

729
730 6.18.1 Only a regular, permanent employee may be granted a leave of absence for
731 reasons of health, home responsibilities, personal business, study or travel. Such
732 leaves shall be approved only when it is considered to be in the best interest of the
733 District.

734
735 6.18.2 Any arrangement for leaving early in any semester is subject to the procedure for
736 personal leave without pay. Except in an emergency, the teaching faculty will not
737 take personal leave during the first three (3) weeks or the last three (3) weeks of a
738 semester.

739
740 6.18.3 A leave of absence will not be granted for more than one (1) school year at a time.
741 Such leave may be granted for a second year in accordance with the provisions of
742 Article 6.18.1.

743
744 6.18.4 Time under personal leave without pay is not credited for retirement service no
745 matter how short the length of leave.

746
747 6.18.5 Leaves may be granted for the following purposes:

748
749 6.18.5.1 Health. An application for leave of absence for reasons of personal health
750 in excess of time for which sick leave benefits are due must be supported
751 by the written recommendations of a licensed physician or health
752 practitioner.

753
754 6.18.5.2 Home Responsibilities. A leave for this purpose may be granted to care
755 for an employee's preschool child or immediate family member whose
756 health requires temporary, full-time attention.

757
758 6.18.5.3 Personal Business. A leave of absence limited to a maximum of one (1)
759 school year may be granted to conclude essential legal actions, or may
760 be granted for broadening professional experiences, such as research,
761 writing, teaching, government services, professional organization
762 services and foundation grants. Any arrangement for leaving early in any
763 semester is subject to the procedure for special personal leave without
764 pay.
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6.18.6 Special Personal Leave without Pay

6.18.6.1 A faculty member otherwise eligible to apply for personal leave without pay for personal business may apply for such a leave, to explore alternate employment opportunities, under the following conditions:

6.18.6.2 The faculty member must be at Step 10 or higher on the salary schedule.

6.18.6.3 The duration of any such leave shall be one (1) year. Such leave may be extended for an additional year in accordance with the provisions of Article 6.18.6.6.

6.18.6.4 The granting of any such leave shall not imply any requirement to provide a temporary replacement for the faculty member.

6.18.6.5 The faculty member on such a leave shall notify the District by March 1st of the academic year in which the leave occurred to advise whether he/she intends to return to the employ of the District the following academic year. Failure to meet said deadline shall constitute abandonment of position.

6.18.6.6 The Board of Trustees shall have final discretion as to the granting or denial of any such leave.

6.18.7 Study. An applicant for leave of absence for professional study shall be supported by a written statement indicating what and where study is to be undertaken.

6.18.8 Health Coverage While on Unpaid Leave

6.18.8.1 An otherwise eligible unit member on approved unpaid sick leave may continue health and insurance coverage at the unit member's cost. Payment by the unit member for this coverage must be made in a timely manner to the Human Resources Benefits Office. Failure to tender payment will terminate coverage until the next open enrollment period or return to employment.

6.18.8.2 An otherwise eligible unit member on any other approved unpaid leave of absence may continue health and insurance coverage for a period not to exceed twelve (12) continuous calendar months at the unit member's cost. The payment conditions and restrictions contained in 6.18.8.1 apply to this section.

6.19 VACATIONS

6.19.1 Unit members who are on twelve-month assignments are eligible for twenty-two (22) work days of vacation per year without loss of salary, such vacation time to be earned at the rate of one and five-sixths days per month of service. If a legal holiday occurs during the period of such vacation, the legal holiday is not charged against the vacation accrued.

- 817 6.19.2 Each eligible employee will take the earned vacation not later than the fiscal year
818 following the time such vacation is earned. It is expected that the employee will
819 use the vacation annually so that not more than ten (10) days will be carried over.
820
- 821 6.19.3 Employees who have accrued vacation due at time of reassignment, retirement or
822 resignation shall receive payment for such time not to exceed thirty-two (32) work
823 days for any one (1) fiscal year.
824
- 825 6.19.4 Employees accruing vacation time in excess of thirty-two (32) days as of June 30th
826 in any year will be paid at the appropriate daily rate for the excess. The
827 Superintendent- President may waive this rule under limited circumstances.
828
- 829 6.19.5 The Superintendent-President has the right to require the use of up to twenty-two
830 (22) days of vacation in any fiscal year.
831

832 6.20 BANKED LEAVE
833

- 834 6.20.1 When a full-time unit member works beyond his/her regular contract, he/she can
835 choose either to bank the extra FTE or to be paid at the current overload salary
836 rate. Depending on the number of hours banked, the time off could be one class
837 or an entire academic year. The ratio of banked time to leave time is 6:5. For
838 example eighteen (18) lecture hours must be banked to take leave from a regular
839 semester load of fifteen (15) lecture hours.
840
- 841 6.20.2 There are no restrictions on the use of leave time; it may be used for professional
842 or personal reasons. A faculty member on banked leave shall be paid and earn
843 fringe benefits as though he/she were working his/her regular contract assignment.
844 The time on leave shall count toward retirement and as service to the District for
845 purposes of advancement on the salary schedule. The time on leave shall not
846 represent a break in service.
847
- 848 6.20.3 Each semester, an instructor wishing to bank an overload class must submit a
849 request for approval no later than the end of the second week of classes to the
850 Division Dean and then to the Vice President for Instruction. **If the instructor**
851 **decides not to bank leave, they will be paid at the overload rate.**
852
- 853 6.20.4 A written request to use banked FTE must be approved by the Division Dean and
854 the Vice President for Instruction or appropriate Dean. The request must indicate
855 at least one (1) semester's advance notification of plans to use banked time. An
856 exception is that when banked time is to be used to fill out a sabbatical salary,
857 notice must be given at the time the sabbatical application is approved.
858
- 859 6.20.5 No more than the equivalent of two semesters of banked time can be accumulated
860 - for example, an instructor with an annual load of thirty (30) lecture hours cannot
861 bank more than thirty-six (36) lecture hours. If the limit of the annual load is
862 exceeded, the instructor will be paid for the excess FTE at the regular overload
863 salary rate.
864
- 865 6.20.6 Banked FTE may not be accumulated for more than six (6) years. After those
866 years, the instructor must submit a revised plan to the District indicating either that
867 he/she wishes to be paid for the time or when the time will be taken.

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6.20.7 ~~If the instructor decides not to take the leave, he/she will be paid for banked time at the overload rate in effect at the time the FTE were worked.~~

6.20.8 In order for an instructor to take time off, the Division Dean and the Vice President for Instruction or appropriate Dean must certify that:

- a. The program will not be jeopardized by the absence of the instructor; and
- b. Competent part-time staff are available to teach the classes vacated by the regular instructor.

6.20.98 In the event the banked leave plan is not completed **at the end of employment**, the money earned by the instructor will be paid to the instructor or his/her estate at the overload rate in effect at the time the FTE were worked.

6.21 FAMILY AND MEDICAL LEAVE

As required by State and Federal law, the District will provide family and medical leave for eligible employees. The following provisions set forth unit members' rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA"), Government Code Section 12945.2.

6.21.1 Members Eligible for Leave. A member is eligible for leave if the member:

- a. Has been employed for at least twelve (12) months; and
- b. Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

6.21.2 Reasons for Leave. Leave is only permitted for the following reasons:

- a. The birth of a child or to care for a newborn of a member;
- b. The placement of a child with a member in connection with the adoption or foster care of a child;
- c. Leave to care for a child, parent or a spouse who has a serious health condition;
- d. Leave because of a serious health condition that makes the member unable to perform the functions of his/her position;
- e. Leave for a qualifying exigency arising out of the fact that the member's spouse, son, daughter or parent is a covered military member on active duty; or
- f. Leave to care for a covered service member with a serious injury or illness

919 if the member is the spouse, son, daughter, parent, or next of kin of the
920 service member.

921
922 6.21.3 Definitions

923
924 6.21.3.1 A “serious health condition” includes an illness, injury impairment, or
925 physical or mental condition that involves:

- 926
927 a. Inpatient care in a hospital, hospice or residential medical care
928 facility;
929 b. Continuing treatment or continuing supervision by a health care
930 provider;
931 c. Any period of incapacity due to pregnancy or for prenatal care.

932
933 6.21.3.2 Leave due to a “qualifying exigency” includes; (1) short-notice
934 deployment; (2) military leave events and related activities; (3) childcare
935 and school activities; (4) financial and legal arrangements; (5) counseling;
936 (6) rest and recuperation; (7) post-deployment activities; and (8) other
937 events which arise out of the covered military member’s active duty or call
938 to active duty status provided that the employer and employee agree that
939 such leave shall qualify as an exigency, and to both the timing and
940 duration of the leave.

941
942 6.21.4 Amount of Leave

943
944 6.21.4.1 Eligible members are entitled to a total of twelve (12) workweeks (or
945 twenty- six (26) weeks to care for a covered service member) of leave
946 during any 12- month period. **A member’s entitlement to leave for the**
947 **birth or placement of a child for adoption or foster care must be**
948 **concluded within twelve (12) months after the birth or placement.**

949
950 6.21.4.2 The 12-month period for calculating leave entitlement will be a “rolling
951 period” measured backwards from the date leave is taken and continues
952 with each additional leave taken. Thus, whenever a member requests
953 leave, the District will look back over the previous 12-month period to
954 determine how much leave has been used in determining how much
955 leave a member is entitled to.

956
957 6.21.5 Member Benefits While on Leave

958 6.21.5.1 Leave under this article is unpaid. In addition, while on leave, members
959 will continue to be covered by the District’s medical insurance. However,
960 members will not continue to be covered under the District’s non-health
961 benefit plans unless members make the appropriate contributions for
962 continued coverage.

963
964 6.21.5.2 If a member fails to return to work after his/her leave entitlement has been
965 exhausted or expires, the District shall have the right to recover its share
966 of health plan premiums for the entire leave period, unless the member
967 does not return because of the continuation, recurrence, or onset of a
968 serious health condition of the member or his/her family member which
969 would entitle the member to leave, or because of circumstances beyond

970 the member's control. The District shall have the right to recover
971 premiums through deduction from any sums due the District (e.g., unpaid
972 wages, vacation pay, etc.)
973

974 6.21.6 Use of Other Accrued Leaves While on Leave 975

976 6.21.6.1 A member must exhaust his/her accrued paid leaves (e.g., vacation, sick,
977 compensatory time) concurrently with FMLA/CFRA leave to the same
978 extent members have the right to use their accrued paid leaves
979 concurrently with FMLA/CFRA leave.
980

981 6.21.6.2 If a member takes a leave of absence for any reason which is
982 FMLA/CFRA- qualifying, the District will designate that non-FMLA/CFRA
983 leave as running concurrently with the member's 12 (or 26) week
984 FMLA/CFRA leave entitlement.
985

986 6.21.7 Medical Certification 987

988 6.21.7.1 Members who request leave for their own serious health condition or to
989 care for a child, parent or a spouse who has a serious health condition
990 must provide written certification from the health care provider of the
991 individual requiring care. If the leave is requested because of the
992 member's own serious health condition, the certification must include a
993 statement that the member is unable to perform the essential functions of
994 his/her position.
995

996 6.21.7.2 A member who requests leave to care for a covered service member who
997 is a child, spouse, parent, or next of kin of the member must provide
998 written certification of a health care provider regarding the injured service
999 member's injury or illness.
1000

1001 6.21.7.3 The first time a member requests leave because of a qualifying exigency,
1002 the member must provide a copy of the covered military member's active
1003 duty orders or other documentation issued by the military which indicates
1004 that the covered military member is on covered active duty or called to
1005 active duty status in a foreign country, and the dates of the covered
1006 military member's active duty service. A copy of new active duty orders
1007 or similar documentation shall be provided to the employer if the need for
1008 leave because of a qualifying exigency arises out of a different active duty
1009 or call to active duty status of the same or different covered military
1010 member.
1011

1012 6.21.7.4 If a member provides an incomplete medical certification, the member will
1013 be given a reasonable opportunity to cure any such deficiency. However,
1014 if a member fails to provide a medical certification within the time frame
1015 set forth in this Agreement, the District may delay the taking of leave until
1016 the required certification is provided.
1017

1018 6.21.7.5 If the District has reason to doubt the validity of a certification, the District
1019 may require a medical opinion of a second health care provider chosen
1020 by the District. If the second opinion is different from the first, the District

1021 may require the opinion of a third provider jointly approved by the District
1022 and the member, but paid for by the District. The opinion of the third
1023 provider will be binding.

1024
1025 6.21.7.6 If a member requests leave intermittently (a few days or hours at a time)
1026 or on a reduced leave schedule to care for an immediate family member
1027 with a serious health condition, the member must provide medical
1028 certification that such leave is medically necessary. "Medically necessary"
1029 means there must be a medical need for leave and that the leave can
1030 best be accomplished through an intermittent or reduced leave schedule.

1031
1032 6.21.8 Member Notice of Leave. Although the District recognizes that emergencies arise
1033 which may require members to request immediate leave, members are required to
1034 give as much notice as possible of their need for leave. Except for qualifying
1035 exigency leave, if leave is foreseeable, members are required to give at least thirty
1036 (30) days' notice. In addition, if a member knows that he/she will need leave in the
1037 future, but does not know the exact date(s) (e.g., for the birth of a child or to take
1038 care of a newborn), the member shall inform his/her supervisor as soon as possible
1039 that such leave will be needed. If the District determines that a member's notice is
1040 inadequate or the member knew about the requested leave in advance of the
1041 request, the District may delay the granting of the leave until it can, in its discretion,
1042 adequately cover the position with a substitute. For foreseeable leave due to a
1043 qualifying exigency, an employee must provide notice of the need for leave as soon
1044 as practicable, regardless of how far in advance such leave is foreseeable.

1045
1046 6.21.9 Reinstatement Upon Return from Leave

1047
1048 6.21.9.1 Upon expiration of leave, a member is entitled to be restored to the
1049 position of employment held when the leave commenced, or to an
1050 equivalent or comparable position.

1051
1052 6.21.9.2 As a condition of restoration of a member whose leave was due to the
1053 member's own serious health condition, which made the member unable
1054 to perform his/her job, the member shall obtain and present a fitness-for-
1055 duty certification from the health care provider that the member is able to
1056 resume work. Failure to provide such certification will result in denial of
1057 restoration.

1058
1059 6.21.10 Required Forms. Members must fill out the following applicable forms in
1060 connection with leave under this article:

- 1061
- 1062 a. "Request for Family and Medical Leave Form" prepared by the District to
1063 be eligible for leave;
 - 1064
 - 1065 b. Medical certification – either for the member's own serious health condition
1066 or the serious health condition of a child, parent or spouse;
 - 1067
 - 1068 c. Authorization for payroll deductions for benefit plan coverage continuation;
1069 and
 - 1070
 - 1071 d. Fitness-for-duty certification to return from leave.

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**ARTICLE 12
THE SALARY SCHEDULES**

1079 12.0 The Salary Schedules for the Pasadena Area Community College District are
1080 contained in the Appendix.

1081 12.0.1 Effective July 1, ~~2019~~2022, each cell of the Part-Time Credit Semester
1082 Faculty, Part-Time Credit Intersession Faculty, Part-Time Credit
1083 Nonteaching Faculty, and Part-Time Noncredit Faculty Salary Schedules
1084 shall be increased by ~~3.5~~6.0%. **In addition, each part-time faculty**
1085 **member who performs services during the Fall 2022 or Spring- 2023**
1086 **semesters shall receive an additional one-time off-schedule payment**
1087 **of \$1,500.00 for each semester worked 5% of the unit members**
1088 **earnings in that year.**

1089 Effective July 1, ~~2019~~2022, each cell of the Contract Monthly Faculty,
1090 Contract Monthly Intersession Faculty, Contract Monthly Nonteaching
1091 Faculty; Contract Monthly Nonteaching Overload Faculty, and Contract
1092 Monthly Overload Faculty shall be increased by ~~3.0~~6.0%. **In addition, each**
1093 **full-time faculty member shall receive an additional one-time off-**
1094 **schedule payment of \$3,000.00 in amount equal to 3% of the unit**
1095 **members base salary. [\$3,000 previously proposed by PCCFA and**
1096 **accepted by the District.]**

1097 12.0.2 For ~~2020-2021~~2023-2024,:

1098 **a. The parties agree that effective July 1, 2023, each cell of all**
1099 **Academic Salary Schedules will be increased by ~~2.5~~6.0% a**
1100 **percentage equal to the state-funded COLA for 2020-2021**
1101 **received by the District or 90% of COLA whichever is greater.**

1102 **b. Effective July 1, 2023, the Part-Time Noncredit Faculty Salary**
1103 **Schedules will include 25 steps as does the Part-Time Credit Faculty**
1104 **Salary Schedule. Part-time employees on Step 17 of the Noncredit**
1105 **Faculty Salary Schedule who qualify for a step advancement for 2023-**
1106 **2024 shall be placed at Step 18 effective July 1, 2023.**

1107 12.0.3 For ~~2021-2022~~2024-2025, the parties agree **to reopen Article 12 for that year**
1108 **effective July 1, 2024 that effective July 1, 2021, each cell of all Academic**
1109 **Salary Schedules will be increased by a percentage equal to the state-funded**
1110 **COLA for 2020-2021 received by the District.**

1111 12.1 THE CREDIT CONTRACT SCHEDULE (SCHEDULE A)

1112 12.1.1 Initial placement on the academic credit contract schedule recognizes, on a
1113 year-for-year basis, up to a maximum of fourteen (14) years, full-time
1114 equivalent District-approved experience and part-time teaching up to the
1115 equivalent of three (3) years full-time during the preceding five (5) years. Full-
1116 time, on-campus classified service will be recognized to the extent that
1117 placement on the academic salary schedule will not result in a monthly salary

1123 reduction. The designation of the class on the schedule is determined as
1124 follows:

1125
1126 12.1.2 - Class A A California Community College Partial Fulfillment Credential
1127

1128 12.1.3 - Class B Minimum Qualifications
1129

1130 12.1.4 - Class C

- 1131
1132 I. MA + 18 or BA + 54
1133 II. Eighteen (18) units beyond those required for the minimum
1134 qualifications, including an Associate of Arts Degree (or equivalent)
1135

1136 12.1.5 - Class D

- 1137
1138 I. MA + 36 or BA +72
1139 II. Thirty-six (36) units beyond those required for the minimum
1140 qualifications, including a Bachelor's Degree
1141

1142 12.1.6 - Class E

- 1143
1144 I. MA + 54 or BA + 90
1145 II. Fifty-four (54) units beyond those required for minimum qualifications,
1146 including a Master's Degree
1147

1148 12.1.7 Doctoral Degree. Attainment of the doctoral degree from an accredited
1149 institution of higher education. The District shall be the final arbiter in
1150 assessing the qualifications of doctorates.
1151

1152 12.1.8 The two categories within Classes C, D and E are as follows:

- 1153
1154 a. Category I Open to faculty in subject matter areas in which a
1155 Bachelor's Degree or higher is offered;
1156
1157 b. Category II Open only to faculty in the following areas in which no
1158 Bachelor's Degree is offered:

1159
1160 Administration of Justice
1161 Advertising/Graphic Design
1162 Automotive Technology
1163 Building Construction
1164 Business Information Technology
1165 Computer Information Systems
1166 Cosmetology and Barbering
1167 Dental Assisting
1168 Dental Hygiene
1169 Dental Laboratory Technology
1170 Drafting – Mechanical Drafting
1171 Electrical Technology
1172 Electronics Technology
1173 Emergency Medical Technology

- 1174 Environmental Technology Fashion
- 1175 Fire Technology
- 1176 Food Services
- 1177 Legal Assisting
- 1178 Machine Shop Technology
- 1179 Medical Assisting
- 1180 Photographic Technology/
Commercial Photography
- 1181 Printing Technology
- 1182 Radiologic Technology
- 1183 Sign Art Telecommunications
- 1184 Vocational Nursing
- 1185 Welding
- 1186
- 1187

1188 12.2 THE NONCREDIT CONTRACT SCHEDULE (SCHEDULE D)

1189

1190 The noncredit contract schedule initial step placement will be no higher than the
1191 seventh (7th) step and is based on experience beyond that required for the
1192 credential.

1193

1194 12.3 ANNUAL CONTRACT SALARIES

1195

1196 12.3.1 The annual contract salaries shall be determined in the following manner:

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1198 12.3.2 Determine the employee's classification and step on the basic tenthly
1199 payment salary schedule (Classes A through Doctor's Degree, Steps 1
1200 through 33);

1201

1202 12.3.3 Multiply this product by the appropriate responsibility ratio;

1203

1204 12.3.4 Multiply this product by the number of months specified in the time
1205 assignment for the position to determine the annual salary.

1206

1207 12.4 ADVANCEMENT ON THE CONTRACT SCHEDULES

1208

1209 12.4.1 Vertical advancement on the salary schedules occurs only if the service has
1210 been rendered for at least three-fourths of the academic year in the case of
1211 those on contract. Step or class changes occur July 1 following official
1212 certification of completion of the degree(s) or unit(s). Advancement for
1213 completion of a master's degree or a doctor's degree will be granted in the
1214 month following notification of the completion of the degree requirements.

1215

1216 12.4.2 Class and step changes are granted contingent on satisfactory performance
1217 as evidenced by a current satisfactory evaluation.

1218

1219 12.5 ADVANCEMENT ON THE HOURLY SCHEDULE

1220

1221 12.5.1 For the purposes of hourly compensation, regular and contract unit members
1222 who had been placed on an hourly schedule prior to employment as a regular
1223 or contract unit member will continue to be paid on the hourly schedule until
1224 such time as the overload rate on Schedule A is equal to or greater than the

rate of the hourly schedule. Such members are not eligible to advance on the hourly schedule. Vertical advancement on the hourly schedules for eligible unit members occurs when a unit member has:

- a. Advanced to a step on the Annual Contract Schedule that is higher than the current placement on the appropriate hourly schedule, or
- b. For the Credit Hourly Schedule B taught at least 150 hours in the credit program since the initial placement or the last step placement, or
- c. For the Credit Hourly Schedule C (Summer), taught at least 400 hours in the credit program since initial placement or the last step placement, or
- d. For Noncredit Hourly Schedule D taught at least 400 hours in the noncredit program since initial placement or the last step placement.

12.5.2 Hours in excess of 225 (credit-B), 530 (credit-C) and 900 (noncredit-D) will carry over into the next step accumulation.

12.6 APPLICATION FOR ADVANCEMENT

12.6.1 To qualify for a higher salary classification **for the subsequent semester**, an academic employee must present the form "Application for Salary Change," **in duplicate**, to the Office of Human Resources **by the last day of the prior semester**.

All work designated on the application form must be verified **by grade slips or official** transcripts received in the Office of Human Resources. The decision for disapproval of a step or class change is the responsibility of the Vice President for Instruction.

12.6.2 Acceptable Study. Upper division or graduate units from an accredited college or university are acceptable for advancement on the salary schedule provided that the course is not a repeat and is related to the current assignment or represents a reasonable objective for future local employment.

12.6.2.1 District and Association agree that unit members will be moved to the appropriate place on the doctoral column of the salary schedule when they have attained a doctoral degree from an accredited institution of higher education.

12.6.2.2 Community college courses are allowed if they are approved in advance by the Vice President for Instruction as part of a planned program of at least twelve (12) units, including upper division and/or graduate work. Miscellaneous community college courses, not in an approved plan, may be allowed if appropriate under Section 12.6.3.c. This course work must be directly related to a teaching assignment and not a repetition of previous work. Courses that are

1276 audited are not allowed.

1277

1278

1279 12.6.3 Equivalent Credit. In lieu of formal academic units and after initial
1280 employment, it is possible to earn a maximum of eighteen (18) equivalent
1281 units. ~~provided n~~Not more than nine (9) may be used at any one time to
1282 change from one class to the next higher one. These eighteen (18) units may
1283 be earned in three major categories with no more than six (6) units in any one
1284 category.

1284

1285

a. One year of successful non-teaching work experience (may be
1286 cumulative) related to the current assignment (2 months equals 1
1287 unit); and

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b. Travel which is specifically related to improving the employee's
1290 service (2 weeks equals 1 unit); and

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c. Professional service (one unit for 9 weeks) supervising a cadet
1293 teacher; publication (one unit for an article of 500 words or more in a
1294 recognized professional magazine, six units for the publication of a
1295 book, 200 pages or more); major leadership in local, state, or national
1296 professional organizations (two units for president, one unit for other
1297 offices); public performance (limit of one unit per year for concerts or
1298 art exhibits); community college courses, noncredit adult classes, and
1299 approved in- service seminars, provided that the content is
1300 appropriate to the current or possible future assignments at the
1301 College. In computing courses fifteen (15) hours of class time equals
1302 one unit. Summer workshops and child study courses not taken for
1303 university credit may be used for credit in this category. Courses
1304 which are audited are not acceptable.

1305

1306 12.7 CALENDAR-MONTH PAY REGULATIONS AND PROCEDURES

1307

1308

1309 12.7.1 Pay Days. Salary payments for monthly bargaining unit members shall be
1310 made on or before the fifth work day after the close of the calendar months
1311 for which payment is due except as otherwise indicated below.

1312

12.7.1.1 The District will extend to full-time faculty the option of receiving their
1313 annual contract salary paid over twelve (12) months.

1314

12.7.1.2 Any request to change from a ten month to a twelve month salary
1315 schedule must be received in the Fiscal Services office by the last
1316 working day in May of any academic year.

1317

1318

12.7.1.3 In the event of separation of service from the District, if a unit
1319 member receives salary payment beyond the earned amount, as
1320 determined by the Education Code adjustment process, the unit
1321 member will make a reimbursement within thirty (30) days of notice
1322 and/or the unit member's final compensation will be appropriately
1323 adjusted.

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12.7.2 Deduction for Unpaid Absence. Deduction for personal (unpaid) absence,

1327 whether because of unpaid leave or employment after the first work day of a
1328 month or separation from service before the last work day of a month shall be
1329 made on the basis of a per diem rate for all persons employed at a monthly
1330 salaried rate. Pursuant to Education Code Section 87815, the per diem rate
1331 shall be computed fractionally at one divided by the number of work days
1332 normal for the employee's contractual services.
1333

1334 12.7.3 Retirees. Contract and regular unit members who retire are eligible for rehire
1335 but are not guaranteed employment. Retirees who are offered employment
1336 will be compensated at the appropriate part-time salary schedule based on
1337 their step and column placement on Schedule A at the time of retirement.
1338

1339 12.8 OVERLOAD HOURLY SALARY SCHEDULE

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1341 12.8.1 Teaching Faculty. The hourly schedule for teaching faculty, including the
1342 overload differential, can be found in Schedules B-1 and D.
1343

1344 12.8.2 Non-teaching Faculty. An amount equal to four percent (4%) of the hourly
1345 rate of any non-teaching academic employee will be added to the hourly rate
1346 of such employee, when hourly work is performed on any regular assigned
1347 monthly paid work day(s). For the purposes of this section, hourly service in a
1348 week which exceeds normal full-time service will be entitled to the four
1349 percent (4%) differential, except that in no case will hourly teaching
1350 assignments be entitled to the four percent (4%) teaching differential during
1351 summer intersessions.
1352

1353 12.9 Faculty Supervising Internship Courses

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1355 12.9.1 Faculty supervising for internship courses shall be compensated \$100.00 for
1356 each student who completes the course requirements, up to 20 students.
1357

1358 12.9.2 Faculty supervising internship courses shall receive the \$100.00
1359 compensation-per- student based upon the completion of:
1360

- 1361 1. A minimum of four meetings with the student;
- 1362
- 1363 2. A minimum of one meeting with the employer or placement agency
1364 regarding student progress;
- 1365
- 1366 3. All student course work/requirements including, but not limited to:
1367
 - 1368 a. Student Learning Objectives,
 - 1369 b. Final project, paper or journal,
 - 1370 c. Signed Faculty Advisor Record,
 - 1371 d. Signed time sheet from Employer (completing the required
1372 hours for the units earned),
 - 1373 e. Signed evaluation sheet completed by the employer
- 1374
- 1375 4. A final grade submission
- 1376

1377 12.9.3 Faculty supervising an internship course shall be limited to no more than 20

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students enrolled in a designated internship course. Additional students may be added only with permission of the Division Dean and the appropriate Vice President or designee.

Signed and entered into this _____ day of _____, 2023.

FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION
