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**TENTATIVE AGREEMENT BETWEEN THE
PASADENA AREA COMMUNITY COLLEGE DISTRICT AND THE
PASADENA CITY COLLEGE FACULTY ASSOCIATION
April 10, 2023**

This tentative agreement between the Pasadena Area Community College District and the Pasadena City College Faculty Association is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Contract between the parties. The following articles 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 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 4.46 (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).

4.1.4.2 The District shall contribute an amount equal to 80% of the single 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
120 their payroll deduction, their coverage will end effective the first day
121 of the 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
202 returning to work following an illness of more than five (5) days, prior to returning to work
203 from any medical emergency occurring during working hours, or at any time, absent or
204 not, when the need for such medical clearance through examination is requested by the
205 District.
206

207 6.4 If the question of a unit member's health is an issue with reference to continued
208 employment, the medical opinion of the District physician shall be the final and

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

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

- a. The rate of conversion shall be one (1) day for each four (4) hours of sick leave earned by credit employees, or one (1) day for each five (5) hours of sick leave earned by noncredit employees; and
- b. These conversions must be utilized in whole or half-day units and will not require the District to maintain records based on hours or portions of days other than whole or half-day units; and
- c. No salary conversions will be authorized for overload sections that are canceled for low enrollment or other reasons or for overload sections that may be necessary to complete a contract assignment; and
- d. Such conversions shall occur only when all hourly sick leave is exhausted and only for serious illness or injury.

6.8 CATASTROPHIC ILLNESS/INJURY LEAVE DONATION PLAN

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

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

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

6.9 GENERAL CONDITIONS

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

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

6.9.3 The District reserves the right to demand proof of illness on a form provided by the District from the attending physician and may refer any claim for sick leave benefits to a District physician whose decision as to the eligibility of the academic employee for said benefits shall be final. Failure to provide proof of illness when requested automatically waives the right to the sick leave benefits for that claimed absence. Any statement or claim related to sick leave shall be made by the employee under penalty of perjury.

6.10 PERSONAL NECESSITY CHARGED TO SICK LEAVE

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

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

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

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

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

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

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

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

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

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.

- 365 6.10.3.2 The days allowed shall be deducted from and may not exceed the
366 number of full-pay days of sick leave to which the employee is entitled.
367
- 368 6.10.3.3 The personal necessity leave shall not be granted during a scheduled
369 vacation or a leave of absence.
370
- 371 6.10.3.4 Academic employees on an assignment of forty (40) hours a week on
372 duty at the college may choose to take a minimum of a half day of
373 personal necessity leave. For those on assignments other than the
374 above, the one-half day absence shall be at the discretion of the
375 supervisor.
376
- 377 6.10.3.5 Personal necessity leave may not be used for participation in work
378 stoppage, nor any activity contrary to law.
379
- 380 6.10.3.6 Payment for personal necessity absence shall be made only upon
381 certification by the faculty member that the absence was due to a
382 situation designated as a personal necessity within the limits described
383 above. If the District reasonably suspects abuse, it may require
384 verification.
385

386 6.11 INDUSTRIAL ACCIDENT LEAVE (WORKERS' COMPENSATION) 387

- 388 6.11.1 A contract or regular employee who suffers an industrial accident, illness or injury
389 incurred within the course and scope of employment shall be entitled to a leave of
390 absence with pay, as specified in this Article. A "Report of Employee Injury" must
391 be prepared at once, the form for which is available in the Office of Business
392 Services.
393
- 394 6.11.2 An employee who has sustained a job-related injury shall immediately report the
395 injury to ~~his/her~~ their immediate, or an appropriate, administrator within one (1)
396 work day of knowledge that the illness is the result of an alleged industrial
397 accident.
398
- 399 6.11.3 Provisions
400
- 401 6.11.3.1 Allowable leave in any one fiscal year for the same illness or accident
402 may be for up to sixty (60) days during which the College is required to be
403 in session or when the employee would otherwise have been performing
404 work for the District.
405
- 406 6.11.3.2 Allowable leave shall not be accumulated from year to year.
407
- 408 6.11.3.3 Industrial accident or illness leave shall commence on the first day of
409 verified industrial illness or accident absence.
410
- 411 6.11.3.4 Industrial accident or illness leave shall be reduced by one (1) day for
412 each day of authorized absence regardless of a temporary disability
413 indemnity award.
414
- 415 6.11.3.5 When an industrial accident or illness leave overlaps into the next fiscal
416 year, the employee shall be entitled to only the amount of unused leave

417 due for the same illness or injury.

418
419 6.11.3.6 Any employee receiving benefits as a result of this section shall, during
420 periods of injury or illness, remain within the state of California unless the
421 Board of Trustees authorizes travel outside the state.

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

433
434 6.11.3.8 Requests for additional leave, if provided by Board regulation, shall be
435 submitted through the Office of Human Resources. District approval or
436 denial of additional leave of absence for industrial accident or illness shall
437 not be subject to the Dispute or Grievance Procedures Articles of this
438 Agreement (Articles 10 and 11).

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

446
447 6.12 ABSENCE WITHOUT LOSS OF SALARY

448
449 6.12.1 The Superintendent-President or his/her their designee may permit an employee
450 to leave assigned duties for a fraction of a day up to one (1) day without loss of
451 salary provided no paid substitute is required and provided that the absence does
452 not come under one of the other leave policies.

453
454 6.12.2 Paid leaves of absence beyond one day must have approval of the Board of
455 Trustees prior to the absence. Requests for such absence must be filed in the
456 office designated by the Superintendent-President no later than (10) working days
457 prior to the next scheduled regular Board of Trustees meeting that is before the
458 absence.

459
460 6.12.3 Where the applicant can demonstrate to the manager responsible for this function
461 that the timeline could not be met due to the late notice or similar condition beyond
462 the applicant's control, the manager may, at his/her their sole discretion, waive
463 the timeline.

464
465 6.13 ABSENCES FOR RELIGIOUS HOLIDAYS

466
467 An employee may arrange in advance to take personal leave without pay for religious
468 holidays that are not Board-declared holidays. Employees who have accrued vacation

469 may use vacation time with the approval of their supervisor. Requests for absence must
470 be submitted to the employee's immediate supervisor at least five (5) work days in
471 advance of the absence.
472

473 6.14 BEREAVEMENT LEAVE 474

475 6.14.1 All unit members shall be allowed up to three (3) days of paid leave of absence for
476 death of an immediate family member, or five (5) days if out-of-state travel of the
477 employee is required. "Immediate family" shall be defined as husband, wife,
478 domestic partner, son, daughter, father, mother, brother, sister, father-in-law,
479 mother-in-law, son-in-law, daughter-in-law, grandfather or grandmother of the
480 employee or of the spouse/domestic partner of the employee, or any relative living
481 in the immediate household of the employee, or any other person for whom the
482 employee is legally responsible.
483

484 Bereavement leave is not applicable when an employee is on unpaid leave of
485 absence or during unscheduled work days for employees on less than 12-month
486 assignments.
487

488 6.14.2 Up to one (1) day's leave with pay may be granted if it is necessary for an
489 employee to make funeral arrangements or to attend the funeral of close relatives
490 not living in the immediate household. Up to one-half day with pay may be granted
491 to attend the funeral of a distant relative or a close friend provided no substitution is
492 needed.
493

494 6.15 SUBPOENA LEAVE OR JURY DUTY 495

496 6.15.1 When a regular or contract employee is absent because of a mandatory court
497 appearance except as a litigant, the employee shall suffer no monetary loss by
498 reason of this service.
499

500 6.15.1.1 Fees, exclusive of mileage paid by the court of party requiring an
501 employee's appearance, shall be paid to the District unless the fees are
502 greater than the employee's salary in which case the employee may
503 retain the fees and be listed as absent due to personal business.
504

505 6.15.1.2 A copy of the subpoena or a certificate of the clerk of the court must be
506 filed with the absence report.
507

508 6.15.1.3 Absence of an employee for a legal action in which the employee is a
509 litigant may be charged to sick leave under the provisions for personal
510 necessity leave if the individual so elects.
511

512 6.15.2 While on paid jury duty leave, an employee shall return to the District service on
513 any days or portions thereof on which ~~his/her~~ their service as a juror is not
514 required and he/she would otherwise be in service to the District.
515

516 6.15.3 Subpoena and Jury Duty Leave will be granted to a part-time faculty member when
517 he/she is absent because of a mandatory court appearance, except when he/she
518 is a litigant. A part-time faculty member who is entitled to this paid leave will suffer
519 no monetary loss by reason of this service.
520

521 6.15.3.1 Fees, exclusive of mileage paid by the court or party requiring a part-time
522 faculty member's appearance, shall be paid to the District unless the fees
523 are greater than the part-time faculty member's salary in which case he or
524 she may retain the fees and be listed as absent due to personal business.
525

526 6.15.3.2 A copy of the subpoena or certificate of the clerk of the court must be filed
527 with the part-time faculty member's absence report.
528

529 6.15.3.3 An absence due to appearance for a legal action in which the part-time
530 faculty member is a litigant may be charged to sick leave under the CBA's
531 provisions for personal necessity leave if the part-time faculty member so
532 elects.
533

534 6.15.3.4 While on paid jury duty leave, a part-time faculty member shall return to
535 the District service on any days or portions thereof on which his/her their
536 service as a juror is not required and he/she would otherwise be in
537 service to the District.
538

539 6.16 SABBATICAL LEAVE

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541 6.16.1 Subject to the availability of funds, the number of full-term sabbatical leave
542 equivalents available for each year shall be up to four percent (4%) of the full-time
543 regular or contract positions in the unit. Sabbatical leaves shall be funded and
544 provided for at least two percent (2%) of the full-time equivalent faculty in the unit if
545 that percentage of faculty members have sabbatical leaves approved.
546

547 6.16.2 Sabbatical leaves of absence for one or two semesters may be granted as
548 provided for herein, for professional study, research and/or approved travel, to any
549 regular or contract unit member who has been employed full-time by the Pasadena
550 Area Community College District for not less than six (6) total years under regular
551 credential since initial employment or the last sabbatical leave granted, and whose
552 latest evaluation is satisfactory. Sabbatical leave for one academic year is for the
553 period of the Fall and Spring semesters. Sabbatical leaves for one (1) semester
554 shall be for the full period of the designated semester. An additional year may be
555 requested as personal leave. Leave time (one year or half year) shall be deducted
556 from the number of consecutive years accumulated toward sabbatical leave.
557

558 6.16.2.1 Sabbatical Leave Advisory Committee. The Committee shall be
559 composed of five (5) members, two (2) to be elected by the Academic
560 Senate Board, one (1) selected by the Faculty Association and two (2)
561 designated by the District from the Administration with the Vice President
562 of Human Resources, or designee, as chair. The primary purpose of this
563 Committee shall be to rank and recommend to the
564 Superintendent/President of the College the names of the staff members
565 submitting acceptable plans for such leave and therefore eligible for
566 consideration by the District.
567

568 6.16.2.2 The Sabbatical Leave Advisory Committee shall act as an advisory board
569 to the Superintendent-President of the District to help adjust emergency
570 sabbatical leave considerations identified by the Superintendent-
571 President and which are not provided for or covered by established
572 sabbatical leave policies.

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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 supervisor has been notified of the application.

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

- 625 6.16.5 If a leave has been refused or rescinded by March 1st, the applicant next on the
626 waiting list will be offered the leave.
627
- 628 6.16.6 Any changes in travel or study plans occurring after the sabbatical leave has been
629 granted must be approved by the Superintendent-President of the College. If the
630 proposed changes are not approved, the unit member shall (a) return to the
631 contracted sabbatical plan; (b) return to services at the College if proposed
632 changes were requested prior to March 1st of the year preceding the planned
633 sabbatical; or (c) take unpaid leave.
634
- 635 6.16.7 Prior to entering upon a sabbatical leave the employee may choose one or two
636 methods of compensation. Under Option I the employee must file a suitable bond
637 indemnifying the District for any salary paid the employee during the period of
638 sabbatical leave in the event said employee fails to return and to render two (2) full
639 years of service in the District following the completion of the sabbatical leave.
640
- 641 6.16.8 Under Option II the employee may enter into a written agreement with the District
642 to fulfill the obligations of the leave in lieu of filing a bond for this purpose, as set for
643 in Option I. Such an agreement form is available in the Office of Human
644 Resources.
645
- 646 6.16.9 Compensation for all academic employees while on sabbatical leave shall be
647 determined by the following formula: (Base ten-month salary) x .75
648
- 649 6.16.10 Faculty members on sabbatical leave may teach during either or both of the
650 intersessions that occur during the period of their leave.
651
- 652 6.16.11 Faculty members on sabbatical leave shall not be given additional employment by
653 the District during the sabbatical period. Cases in which exceptions may be made
654 shall be in the interest of the instructional needs of the District as determined by
655 the Superintendent-President. Neither paid sick leave nor vacation time is earned
656 during this period. Health and welfare benefits will be continued on the same terms
657 as provided to full-time unit members.
658
- 659 6.16.12 A comprehensive report of sabbatical activity should be filed in the Office of
660 Human Resources within the semester following the individual's return to service.
661 For leaves granted under "Professional Study," a transcript showing successful
662 completion of all units attempted, with a passing grade, shall be sufficient for this
663 purpose.
664

665 6.17 PARENTAL LEAVE
666

- 667 6.17.1 Disabilities associated with pregnancy, childbirth or related medical conditions
668 shall be treated as any other temporary disability. In addition, unit members shall
669 be entitled to use other accrued vacation leaves for such disabilities.
670
- 671 6.17.2 The District shall provide eligible unit members with paid Parental Leave pursuant
672 to Education Code section 87780.1.
673

674 **6.17.2.1 Purpose: A unit member may use his or her accrued sick leave, or**
675 **when exhausted, any available differential paid leave, for leave**
676 **taken for the reason of the birth of a child of the unit member or the**

677 placement of a child with an employee in connection with the
678 adoption or foster care of the child by the employee for up to twelve
679 (12) workweeks.

681 **6.17.2.2 Eligibility.** Faculty members whose initial date of hire is at least
682 twelve (12) months prior to taking parental leave. Faculty members
683 are not required to have worked a minimum of 1,250 hours in the
684 twelve (12) months prior to the leave in order to be eligible for paid
685 parental leave.

687 **6.17.2.3 Compensation:** Unit members are entitled to utilize all accumulated
688 sick leave for the purposes of parental leave. Thereafter, when a
689 unit member has exhausted all available sick leave and continues to
690 be absent from duty under this section, they shall receive the
691 greater of the following: (1) fifty percent 50% of their regular salary
692 during the twelve (12) week period of absence; or (2) the difference
693 between what the employee would have received during the period
694 of absence, and the amount that was actually received by a
695 substitute employee during his or her absence or, if no substitute is
696 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 No faculty shall be paid in excess of one-hundred percent (100%) of
702 their salary during the period of parental leave.

703
704 **6.17.2.4 Use.** Paid parental leave must be taken within twelve (12) months of
705 the date of birth or placement of the child with the faculty member.
706 The twelve (12) workweeks do not have to be taken consecutively.
707 Where both parents of the child for whom leave is taken are
708 employed by the district, any amount of parental leave taken by one
709 parent shall not diminish the twelve (12) workweeks of parental
710 leave to which the parent may be entitled.

711
712 **6.17.2.5 Maximum Duration:** Parental leave shall run concurrently with any
713 Family Medical Leave taken for the same purpose. A unit member
714 shall not be entitled to more than twelve (12) workweeks of parental
715 leave in any twelve (12) month period, paid or unpaid.

716
717 **6.17.3 Additional Parental Leave.** Upon written request, a faculty member may
718 request additional leave. Parental leave may be granted as paid or unpaid.

719
720
721 6.18 PERSONAL LEAVE WITHOUT PAY

722
723 6.18.1 Only a regular, permanent employee may be granted a leave of absence for
724 reasons of health, home responsibilities, personal business, study or travel. Such
725 leaves shall be approved only when it is considered to be in the best interest of the
726 District.
727

728 6.18.2 Any arrangement for leaving early in any semester is subject to the procedure for
729 personal leave without pay. Except in an emergency, the teaching faculty will not
730 take personal leave during the first three (3) weeks or the last three (3) weeks of a
731 semester.
732

733 6.18.3 A leave of absence will not be granted for more than one (1) school year at a time.
734 Such leave may be granted for a second year in accordance with the provisions of
735 Article 6.18.1.
736

737 6.18.4 Time under personal leave without pay is not credited for retirement service no
738 matter how short the length of leave.
739

740 6.18.5 Leaves may be granted for the following purposes:
741

742 6.18.5.1 Health. An application for leave of absence for reasons of personal health
743 in excess of time for which sick leave benefits are due must be supported
744 by the written recommendations of a licensed physician or health
745 practitioner.
746

747 6.18.5.2 Home Responsibilities. A leave for this purpose may be granted to care
748 for an employee's preschool child or immediate family member whose
749 health requires temporary, full-time attention.
750

751 6.18.5.3 Personal Business. A leave of absence limited to a maximum of one (1)
752 school year may be granted to conclude essential legal actions, or may
753 be granted for broadening professional experiences, such as research,
754 writing, teaching, government services, professional organization
755 services and foundation grants. Any arrangement for leaving early in any
756 semester is subject to the procedure for special personal leave without
757 pay.
758

759 6.18.6 Special Personal Leave without Pay
760

761 6.18.6.1 A faculty member otherwise eligible to apply for personal leave without
762 pay for personal business may apply for such a leave, to explore alternate
763 employment opportunities, under the following conditions:
764

765 6.18.6.2 The faculty member must be at Step 10 or higher on the salary schedule.
766

767 6.18.6.3 The duration of any such leave shall be one (1) year. Such leave may be
768 extended for an additional year in accordance with the provisions of
769 Article 6.18.6.6.
770

771 6.18.6.4 The granting of any such leave shall not imply any requirement to provide
772 a temporary replacement for the faculty member.
773

774 6.18.6.5 The faculty member on such a leave shall notify the District by March 1st
775 of the academic year in which the leave occurred to advise whether
776 he/she intends to return to the employ of the District the following
777 academic year. Failure to meet said deadline shall constitute
778 abandonment of position.
779

780 6.18.6.6 The Board of Trustees shall have final discretion as to the granting or
781 denial of any such leave.

782
783 6.18.7 Study. An applicant for leave of absence for professional study shall be
784 supported by a written statement indicating what and where study is to be
785 undertaken.

786
787 6.18.8 Health Coverage While on Unpaid Leave

788
789 6.18.8.1 An otherwise eligible unit member on approved unpaid sick leave
790 may continue health and insurance coverage at the unit member's
791 cost. Payment by the unit member for this coverage must be
792 made in a timely manner to the Human Resources Benefits
793 Office. Failure to tender payment will terminate coverage until the
794 next open enrollment period or return to employment.

795
796 6.18.8.2 An otherwise eligible unit member on any other approved unpaid
797 leave of absence may continue health and insurance coverage for
798 a period not to exceed twelve (12) continuous calendar months at
799 the unit member's cost. The payment conditions and restrictions
800 contained in 6.18.8.1 apply to this section.

801
802 6.19 VACATIONS

803
804 6.19.1 Unit members who are on twelve-month assignments are eligible for twenty-two
805 (22) work days of vacation per year without loss of salary, such vacation time to be
806 earned at the rate of one and five-sixths days per month of service. If a legal
807 holiday occurs during the period of such vacation, the legal holiday is not charged
808 against the vacation accrued.

809
810 6.19.2 Each eligible employee will take the earned vacation not later than the fiscal year
811 following the time such vacation is earned. It is expected that the employee will use
812 the vacation annually so that not more than ten (10) days will be carried over.

813
814 6.19.3 Employees who have accrued vacation due at time of reassignment, retirement or
815 resignation shall receive payment for such time not to exceed thirty-two (32) work
816 days for any one (1) fiscal year.

817
818 6.19.4 Employees accruing vacation time in excess of thirty-two (32) days as of June 30th
819 in any year will be paid at the appropriate daily rate for the excess. The
820 Superintendent- President may waive this rule under limited circumstances.

821
822 6.19.5 The Superintendent-President has the right to require the use of up to twenty-two
823 (22) days of vacation in any fiscal year.

824
825 6.20 BANKED LEAVE

826
827 6.20.1 When a full-time unit member works beyond his/her regular contract, he/she can
828 choose either to bank the extra FTE or to be paid at the current overload salary
829 rate. Depending on the number of hours banked, the time off could be one class or
830 an entire academic year. The ratio of banked time to leave time is 6:5. For example
831 eighteen (18) lecture hours must be banked to take leave from a regular semester

832 load of fifteen (15) lecture hours.

833

834 6.20.2 There are no restrictions on the use of leave time; it may be used for professional
835 or personal reasons. A faculty member on banked leave shall be paid and earn
836 fringe benefits as though he/she were working his/her regular contract
837 assignment. The time on leave shall count toward retirement and as service to the
838 District for purposes of advancement on the salary schedule. The time on leave
839 shall not represent a break in service.

840

841 6.20.3 Each semester, an instructor wishing to bank an overload class must submit a
842 request for approval no later than the end of the second week of classes to the
843 Division Dean and then to the Vice President for Instruction. **If the instructor**
844 **decides not to bank leave, they will be paid at the overload rate.**

845

846 6.20.4 A written request to use banked FTE must be approved by the Division Dean and
847 the Vice President for Instruction or appropriate Dean. The request must indicate
848 at least one (1) semester's advance notification of plans to use banked time. An
849 exception is that when banked time is to be used to fill out a sabbatical salary,
850 notice must be given at the time the sabbatical application is approved.

851

852 6.20.5 No more than the equivalent of two semesters of banked time can be accumulated
853 - for example, an instructor with an annual load of thirty (30) lecture hours cannot
854 bank more than thirty-six (36) lecture hours. If the limit of the annual load is
855 exceeded, the instructor will be paid for the excess FTE at the regular overload
856 salary rate.

857

858 6.20.6 Banked FTE may not be accumulated for more than six (6) years. After those
859 years, the instructor must submit a revised plan to the District indicating either that
860 he/she wishes to be paid for the time or when the time will be taken.

861

862 6.20.7 **If the instructor decides not to take the leave, he/she will be paid for banked**
863 **time at the overload rate in effect at the time the FTE were worked.**

864

865 **6.20.8** In order for an instructor to take time off, the Division Dean and the Vice President
866 for Instruction or appropriate Dean must certify that:

867

- 868 a. The program will not be jeopardized by the absence of the instructor; and
- 869
- 870 b. Competent part-time staff are available to teach the classes vacated by the
- 871 regular instructor.

872

873 6.20.98 In the event the banked leave plan is not completed **at the end of employment**,
874 the money earned by the instructor will be paid to the instructor or his/her estate at
875 the overload rate in effect at the time the FTE were worked.

876

877 6.21 FAMILY AND MEDICAL LEAVE

878

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

884 Employment and Housing Commission implementing the California Family Rights Act
885 (“CFRA”), Government Code Section 12945.2.
886

887 6.21.1 Members Eligible for Leave. A member is eligible for leave if the member:
888

- 889 a. Has been employed for at least twelve (12) months; and
- 890
- 891 b. Has been employed for at least 1,250 hours during the 12-month period
- 892 immediately preceding the commencement of the leave.
- 893

894 6.21.2 Reasons for Leave. Leave is only permitted for the following reasons:
895

- 896 a. The birth of a child or to care for a newborn of a member;
- 897
- 898 b. The placement of a child with a member in connection with the adoption or
- 899 foster care of a child;
- 900
- 901 c. Leave to care for a child, parent or a spouse who has a serious health
- 902 condition;
- 903
- 904 d. Leave because of a serious health condition that makes the member
- 905 unable to perform the functions of his/her position;
- 906
- 907 e. Leave for a qualifying exigency arising out of the fact that the member’s
- 908 spouse, son, daughter or parent is a covered military member on active
- 909 duty; or
- 910
- 911 f. Leave to care for a covered service member with a serious injury or illness
- 912 if the member is the spouse, son, daughter, parent, or next of kin of the
- 913 service member.
- 914

915 6.21.3 Definitions
916

917 6.21.3.1 A “serious health condition” includes an illness, injury impairment, or
918 physical or mental condition that involves:
919

- 920 a. Inpatient care in a hospital, hospice or residential medical care
- 921 facility;
- 922 b. Continuing treatment or continuing supervision by a health care
- 923 provider;
- 924 c. Any period of incapacity due to pregnancy or for prenatal care.
- 925

926 6.21.3.2 Leave due to a “qualifying exigency” includes; (1) short-notice
927 deployment; (2) military leave events and related activities; (3) childcare
928 and school activities; (4) financial and legal arrangements; (5)
929 counseling; (6) rest and recuperation; (7) post-deployment activities; and
930 (8) other events which arise out of the covered military member’s active
931 duty or call to active duty status provided that the employer and employee
932 agree that such leave shall qualify as an exigency, and to both the timing
933 and duration of the leave.
934

935 6.21.4 Amount of Leave

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

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

6.21.5 Member Benefits While on Leave

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

6.21.5.2 If a member fails to return to work after his/her leave entitlement has been exhausted or expires, the District shall have the right to recover its share of health plan premiums for the entire leave period, unless the member does not return because of the continuation, recurrence, or onset of a serious health condition of the member or his/her family member which would entitle the member to leave, or because of circumstances beyond the member's control. The District shall have the right to recover premiums through deduction from any sums due the District (e.g., unpaid wages, vacation pay, etc.)

6.21.6 Use of Other Accrued Leaves While on Leave

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

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

6.21.7 Medical Certification

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

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

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

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

6.21.7.5 If the District has reason to doubt the validity of a certification, the District may require a medical opinion of a second health care provider chosen by the District. If the second opinion is different from the first, the District may require the opinion of a third provider jointly approved by the District and the member, but paid for by the District. The opinion of the third provider will be binding.

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

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

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6.21.9 Reinstatement Upon Return from Leave

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

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

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

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

**ARTICLE 12
THE SALARY SCHEDULES**

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

12.0.1 Effective July 1, ~~2019~~**2022**, each cell of ~~the all~~ Part-Time ~~Credit Semester Faculty, Part-Time Credit Intersession Faculty, Part-Time Credit Nonteaching Faculty, and Part-Time Noncredit~~ Faculty Salary Schedules shall be increased by ~~3.5~~**6.0**%. In addition, each part-time faculty member who performs services during the Fall 2022 or Spring- 2023 semesters shall receive an additional one-time off-schedule payment of \$1,500.00 for each semester worked.

Effective July 1, ~~2019~~**2022**, each cell of ~~the all~~ Full-Time Faculty Salary Schedules ~~Contract Monthly Faculty, Contract Monthly Intersession Faculty, Contract Monthly Nonteaching Faculty; Contract Monthly Nonteaching Overload Faculty, and Contract Monthly Overload Faculty~~ shall be increased by ~~3.0~~**6.0**%. In addition, each full-time faculty member shall receive an additional one-time off-schedule payment of \$3,000.00.

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

1092 a. ~~The parties agree that effective July 1, 2023⁰, each cell of all~~
1093 ~~Academic Salary Schedules will be increased by 2.5-6.0% a~~
1094 ~~percentage equal to the state-funded COLA for 2020-2021~~
1095 ~~received by the District.~~

1096
1097 b. Effective July 1, 2023, the Part-Time Noncredit Faculty Salary
1098 Schedules will include 25 steps as does the Part-Time Credit Faculty
1099 Salary Schedule. Part-time employees on Step 17 of the Noncredit
1100 Faculty Salary Schedule who qualify for a step advancement for 2023-
1101 2024 shall be placed at Step 18 effective July 1, 2023.
1102

1103 12.0.3 For ~~2021-2022~~2024-2025, the parties agree to reopen Article 12 for that year
1104 effective July 1, 2024~~that effective July 1, 2021, each cell of all Academic~~
1105 ~~Salary Schedules will be increased by a percentage equal to the state-funded~~
1106 ~~COLA for 2020-2021 received by the District.~~
1107

1108 12.1 THE CREDIT CONTRACT SCHEDULE (SCHEDULE A)
1109

1110 12.1.1 Initial placement on the academic credit contract schedule recognizes, on a
1111 year-for-year basis, up to a maximum of fourteen (14) years, full-time
1112 equivalent District-approved experience and part-time teaching up to the
1113 equivalent of three (3) years full-time during the preceding five (5) years. Full-
1114 time, on-campus classified service will be recognized to the extent that
1115 placement on the academic salary schedule will not result in a monthly salary
1116 reduction. The designation of the class on the schedule is determined as
1117 follows:
1118

1119 12.1.2 - Class A A California Community College Partial Fulfillment Credential
1120

1121 12.1.3 - Class B Minimum Qualifications
1122

1123 12.1.4 - Class C
1124

- 1125 I. MA + 18 or BA + 54
- 1126 II. Eighteen (18) units beyond those required for the minimum
- 1127 qualifications, including an Associate of Arts Degree (or equivalent)
- 1128

1129 12.1.5 - Class D
1130

- 1131 I. MA + 36 or BA +72
- 1132 II. Thirty-six (36) units beyond those required for the minimum
- 1133 qualifications, including a Bachelor's Degree
- 1134

1135 12.1.6 - Class E
1136

- 1137 I. MA + 54 or BA + 90
- 1138 II. Fifty-four (54) units beyond those required for minimum qualifications,
- 1139 including a Master's Degree
- 1140

1141 12.1.7 Doctoral Degree. Attainment of the doctoral degree from an accredited
1142 institution of higher education. The District shall be the final arbiter in
1143 assessing the qualifications of doctorates.

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

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

- Administration of Justice
- Advertising/Graphic Design
- Automotive Technology
- Building Construction
- Business Information Technology
- Computer Information Systems
- Cosmetology and Barbering
- Dental Assisting
- Dental Hygiene
- Dental Laboratory Technology
- Drafting – Mechanical Drafting
- Electrical Technology
- Electronics Technology
- Emergency Medical Technology
- Environmental Technology Fashion
- Fire Technology
- Food Services
- Legal Assisting
- Machine Shop Technology
- Medical Assisting
- Photographic Technology/
Commercial Photography
- Printing Technology
- Radiologic Technology
- Sign Art Telecommunications
- Vocational Nursing
- Welding

12.2 THE NONCREDIT CONTRACT SCHEDULE (SCHEDULE D)

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

12.3 ANNUAL CONTRACT SALARIES

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

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

12.3.3 Multiply this product by the appropriate responsibility ratio;

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

12.4 ADVANCEMENT ON THE CONTRACT SCHEDULES

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

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

12.5 ADVANCEMENT ON THE HOURLY SCHEDULE

12.5.1 For the purposes of hourly compensation, regular and contract unit members who had been placed on an hourly schedule prior to employment as a regular or contract unit member will continue to be paid on the hourly schedule until 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

1248 decision for disapproval of a step or class change is the responsibility of the
1249 Vice President for Instruction.
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1251 12.6.2 Acceptable Study. Upper division or graduate units from an accredited
1252 college or university are acceptable for advancement on the salary schedule
1253 provided that the course is not a repeat and is related to the current
1254 assignment or represents a reasonable objective for future local
1255 employment.
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1257 12.6.2.1 District and Association agree that unit members will be moved to
1258 the appropriate place on the doctoral column of the salary schedule
1259 when they have attained a doctoral degree from an accredited
1260 institution of higher education.
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1262 12.6.2.2 Community college courses are allowed if they are approved in
1263 advance by the Vice President for Instruction as part of a planned
1264 program of at least twelve (12) units, including upper division and/or
1265 graduate work. Miscellaneous community college courses, not in an
1266 approved plan, may be allowed if appropriate under Section
1267 12.6.3.c. This course work must be directly related to a teaching
1268 assignment and not a repetition of previous work. Courses that are
1269 audited are not allowed.
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1271 12.6.3 Equivalent Credit. In lieu of formal academic units and after initial
1272 employment, it is possible to earn a maximum of eighteen (18) equivalent
1273 units, ~~provided not~~ not more than nine (9) may be used at any one time to
1274 change from one class to the next higher one. These eighteen (18) units may
1275 be earned in three major categories with no more than six (6) units in any one
1276 category.
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1278 a. One year of successful non-teaching work experience (may be
1279 cumulative) related to the current assignment (2 months equals 1
1280 unit); and
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1282 b. Travel which is specifically related to improving the employee's
1283 service (2 weeks equals 1 unit); and
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1285 c. Professional service (one unit for 9 weeks) supervising a cadet
1286 teacher; publication (one unit for an article of 500 words or more in a
1287 recognized professional magazine, six units for the publication of a
1288 book, 200 pages or more); major leadership in local, state, or national
1289 professional organizations (two units for president, one unit for other
1290 offices); public performance (limit of one unit per year for concerts or
1291 art exhibits); community college courses, noncredit adult classes, and
1292 approved in- service seminars, provided that the content is
1293 appropriate to the current or possible future assignments at the
1294 College. In computing courses fifteen (15) hours of class time equals
1295 one unit. Summer workshops and child study courses not taken for
1296 university credit may be used for credit in this category. Courses
1297 which are audited are not acceptable.
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1299 12.7 CALENDAR-MONTH PAY REGULATIONS AND PROCEDURES

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

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

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

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

12.7.2 Deduction for Unpaid Absence. Deduction for personal (unpaid) absence, whether because of unpaid leave or employment after the first work day of a month or separation from service before the last work day of a month shall be made on the basis of a per diem rate for all persons employed at a monthly salaried rate. Pursuant to Education Code Section 87815, the per diem rate shall be computed fractionally at one divided by the number of work days normal for the employee's contractual services.

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

12.8 OVERLOAD HOURLY SALARY SCHEDULE

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

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

12.9 Faculty Supervising Internship Courses

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

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

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

12.9.3 Faculty supervising an internship course shall be limited to no more than 20 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 10th day of April, 2023.

FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION






