

**AGREEMENT**

**Between**



**PASADENA AREA COMMUNITY COLLEGE DISTRICT**

**And**

**PASADENA CITY COLLEGE CALIFORNIA**

**FEDERATION OF TEACHERS (PCC-CFT)**

**LOCAL 6525**



**July 1, 2023**

**Through**

**June 30, 2026**

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Article 1

**AGREEMENT**

- 1.1. The Board of Trustees of the Pasadena Area Community College District, of Los Angeles County, State of California, hereinafter referred to as the "District"; and the Pasadena City College California Federation of Teachers, Local 6525, hereinafter referred to as "PCC-CFT", agree that the Articles contained in this Agreement constitute a bilateral and binding agreement entered into pursuant to the Educational Employment Relations Act (Government Code Section 3540 et. seq.)
- 1.2. This Agreement shall remain in full force and effect from July 1, 2023 until and including June 30, 2026.

**RECOGNITION**

- 2.1 Exclusive Representative. The District recognizes PCC-CFT as the exclusive representative of employees in the office services/technical unit of the Pasadena Area Community College District in accordance with the certification issued by the Public Employment Relations Board pursuant to a Board-conducted secret ballot election on March 5, 1991.
- 2.2 Classifications Included. All classifications in the PCC-CFT office services/technical unit are contained in Appendix A. This list will be updated on a regular basis as new classifications are added or removed.
- 2.3 Exclusions. Excluded from the PCC-CFT unit are management, supervisory, and confidential employees, all other classified employees, substitute employees, short term employees and student employees.
- 2.4 Abolition of Job Classifications. Before abolishing any job classification or position within the unit, the District will consult with PCC-CFT prior to Board approval of this action.
- 2.5 New Classifications. Before the District adds new job classifications to other job units represented by an exclusive agent, the District shall notify PCC-CFT in writing. Upon receipt by PCC-CFT of the District's written notice, PCC-CFT shall notify the District in writing within ten (10) working days its intent to negotiate the establishment of the position.
- 2.6 Removal of Position from Unit. In the event a classification review recommendation indicates a change which would result in a position being removed from the bargaining unit, the District shall notify PCC-CFT in writing. Upon receipt by PCC-CFT of the District's written notice, PCC-CFT shall notify the District in writing within ten (10) working days, its intent to negotiate the removal of the position from the unit.

Article 3

**PCC-CFT RIGHTS**

- 3.1 Mail. PCC-CFT shall have the reasonable use of the District internal mail system to distribute materials which emanate from the PCC-CFT office for communication to its unit members, provided that such materials include the name of PCC-CFT and date. PCC- CFT is responsible for the content of materials sent in the District internal mail system and agrees to comply with California and other applicable laws regarding such materials.
- 3.2 Bulletin Board. PCC-CFT shall have the right to put notices of activities and matters of PCC-CFT concern on a bulletin board designated by the District. All such notices shall include the name of PCC-CFT and date. PCC-CFT shall be responsible for the content of all its information posted on bulletin boards.
- 3.3 Meetings with Members. Authorized PCC-CFT representatives conducting PCC-CFT business may meet with unit members on District property only during times when the unit members are not required to perform assigned duties. Casual, incidental and brief conversations between employees during times when they are required to perform duties are not prohibited by this provision. PCC-CFT members shall be released at prearranged dates and times to attend an information/ratification vote meeting once a year or at such time as any part of PCC-CFT contract is subject to ratification.
- 3.4 Information. The District agrees to provide information to PCC-CFT upon written request which is necessary and relevant to negotiations, grievance processing and/or PCC-CFT business related to enforcement of this Agreement pursuant to this provision. PCC-CFT shall make all such requests in writing to the Superintendent-President or their designee indicating the specific information needed and the reasons for such request. The Superintendent-President or their designee will provide the



information in a timely fashion or will respond with reasons why the information will not be provided (e.g., burdensome, confidential records, legal privilege, and non-availability). Prior to each meeting of the PACCD Board of Trustees, PCC-CFT shall be provided with a copy of the complete Board packet. PCC-CFT shall be given a copy of any documents provided to the Board at open Board Meetings

3.5 Use of Facilities. PCC-CFT shall have the reasonable use of District facilities at reasonable times for the purpose of meeting concerning negotiations, grievance processing, and/or PCC-CFT business related to activities pursuant to its responsibilities under the EERA.

3.6 Use of Equipment. PCC-CFT shall have the reasonable use of District equipment for the purpose of enforcement of this Agreement provided advance permission is granted by the Superintendent-President and that all costs of materials are promptly paid by PCC-CFT. Brief and incidental use of District equipment shall be at no cost provided that there is no disruption of District operations and all such brief and incidental use is reported immediately to the cost center manager.

3.7 Negotiating Release Time. Negotiation meetings between the parties shall take place at mutually convenient times and places. The District shall grant release time without loss of compensation to no more than three (3) official negotiators of PCC-CFT for meeting and negotiating with official District negotiators. The term "meeting and negotiating" does not include preparation time, but official negotiators of PCC-CFT shall be afforded adequate time before and after negotiation meetings between the parties to travel to and from their work locations, if necessary, and meet briefly with other official negotiators of PCC-CFT immediately before and after such negotiation meetings. The amount of time which shall be adequate is two (2) hours. A reasonable number of observers who are members of PCC- CFT Executive Board may attend negotiations, provided they do so on their own time and that they do not disrupt the

negotiations process.

3.8 Grievance Processing Release Time. The District shall grant release time without loss of compensation to official representatives of PCC-CFT for the purpose of processing grievances filed pursuant to the Agreement. Such release time shall be granted only upon twenty-four (24) hours prior notice from PCC-CFT to the Superintendent-President or their designee with a later follow-up in writing. No more than two (2) bargaining unit members shall receive release time under this provision for processing and/or researching a grievance. No more than two (2) bargaining unit member, in addition to the grievant, shall receive such release time under this provision to attend any meeting related to a grievance. Consolidated grievances related to the same or similar subject matter shall be treated as a single grievance for the purpose of allocation of release time. The District and PCC-CFT recognize that grievance meetings are scheduled at mutually convenient times.

3.9 Contract Administration Release Time. The District shall grant twenty (20) hours of release time per week for the PCC-CFT President and fifteen (15) hours of release time per week to the other PCC-CFT officers without loss of compensation. This release time shall be non-cumulative. The purpose of this release time is for PCC-CFT members to administer this Agreement or to conduct other PCC-CFT business as necessary. This release time does not include time for representing employees in collective bargaining, grievance conferences, disciplinary hearings or meetings, nor participation in any voluntary dispute resolution process to which the District and PCC-CFT may agree. Release time under this provision of the Agreement will be subject to the following conditions:

- A. Release time becomes effective following approval of the Agreement by the Board of Trustees.
- B. PCC-CFT will provide the District on or before the beginning of each fiscal year or when a change of PCC-CFT officers occurs, the name of the bargaining unit

member(s) to be released.

- C. The employee(s) and their supervisor(s) will meet to arrange a mutually beneficial time for the release time to be scheduled.

3.10 Training Release Time. The District shall grant forty (40) hours paid release time annually to the PCC-CFT President, sixty (60) hours paid release time cumulative annually to all other bargaining unit officers, and twenty (20) hours paid release time annually which can be distributed by PCC-CFT among its officers, for the purpose of its officers and representatives to attend collective bargaining conferences, workshops, seminars, training sessions, or other activities relating to collective bargaining matters (“Event”) providing that no such leave shall be granted for the purpose of attending any meeting at which any job action is contemplated, planned, or considered.

- A. Such release time shall be scheduled upon written advance notice of no less than 10 calendar days except in the case of undue hardship on the unit member’s department. If notice is given of less than ten calendar days, the release time is subject to the immediate supervisor’s approval which shall not be unreasonably denied.
- B. No more than three (3) bargaining unit members shall receive release time under this provision at any one time for any Event, except that if a second bargaining unit member wishes to attend an Event at the same time another bargaining unit member wishes to attend an Event, the second employee shall only be granted release time if the absence does not cause the department undue hardship and upon approval of the immediate supervisor which shall not be unreasonably denied. For the summer union training conference, no more than four (4) bargaining unit members shall receive release time to attend, subject to the foregoing limitations. Once the release time granted under this provision is exhausted, a bargaining unit member shall be required to use vacation time to attend an Event or any portion

of an event, subject to the immediate supervisor's approval.

- 3.11 Printing of Agreement. After the adoption of the Agreement, the District shall print and provide without charge a copy of this Agreement to members in the bargaining unit upon written request.
- 3.12 New Employee Orientation. "New employee orientation" refers to the process by which a newly hired public employee – whether in person, online, or through other means or media – is advised of their employment status, rights benefits, duties and responsibilities, or any other employment-related matters. The District shall provide PCC-CFT with access to its new employee orientations. PCC-CFT shall receive not less than (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. In the event the District conducts group orientations with the new employees, PCC-CFT shall have one (1) hour for its representative(s) to conduct the orientation session.
- 3.13 Bargaining Unit Information. The District shall provide PCC-CFT with contact information for unit members as a list of the following information, which each field in its own column, for all bargaining unit members within five (5) days of the last payroll date of September, January, and May as follows.
- a. First Name;
  - b. Middle initial;
  - c. Last name;
  - d. Suffix (e.g., Jr., III);
  - e. Preferred name;
  - f. Job Title;
  - g. Department;
  - h. Primary worksite name;
  - i. Work telephone number;
  - j. Work Extension;
  - k. Home Street addresses (incl. apartment #);

- l. Mailing address (if different);
- m. City;
- n. State;
- o. Zip Code (5 or 9 digits);
- p. Home telephone number (10 digits) (if available);
- q. Personal cellular number (10 digits) (if available);
- r. Personal email address of the employee (if available);
- s. Hire date;
- t. Work email address of the employee.

The District shall provide a list of the names and information described for all newly hired employees within the bargaining unit within (5) days of the last payroll of the month in which they were hired. "Newly hired employee" means any full-time or part-time bargaining unit employee hired by the District who is still employed as of the date of the new employee orientation. It also includes all employees who are employed by the District (including those returning from layoff rehire list, or previously employed by the District in a non-bargaining unit position) and whose current position has placed them in the bargaining unit represented by PCC-CFT. For those latter employees, for the purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the bargaining unit.

In lieu of providing the information above in the form of a list, the District may meet this obligation by providing PCC-CFT access to a secure electronic site within which the above information is available. Names, addresses, and telephone numbers will be provided only in those cases where privacy has not been requested.

Article 4        **DUES DEDUCTION AND ORGANIZATIONAL SECURITY**

- 4.1    Dues Deductions. The District will deduct from the pay of PCC-CFT members and pay to PCC-CFT the normal and regular monthly PCC-CFT membership dues as voluntarily authorized in writing by the employee, and as certified by PCC-CFT.
- 4.2    Time of Deductions. The District shall be obliged to put into effect any new, changed, or discontinued (pursuant to Section 4.5 below) deduction providing such request is submitted by the 10<sup>th</sup> of the month to the designated representative of the District and said deduction shall commence with that month's pay period.
- 4.3    Authorized Deductions. Upon appropriate written authorization from PCC-CFT, the District shall deduct from the salary of the employee and make appropriate remittance for annuities, credit union, charitable organizations, and group insurance plans. If permitted by the company, credit union or charitable organization, the employee may change such deduction at any time pursuant to the following paragraph:
- The District shall be obliged to put into effect any new, changed, or discontinued deduction providing such request is submitted by the tenth (10) of the month to the designated representative of the District and said deduction shall commence with that month's pay period.
- 4.4    Indemnity. PCC-CFT shall completely indemnify and completely hold the District harmless including legal fees, from any claims, demands or lawsuits arising out of or from the implementation of any provision of this Article.
- 4.5    Organizational Security. The District will deduct employee organization membership dues from the pay of bargaining unit members only for PCC-CFT. Deductions from the pay of bargaining unit members shall not be permissible to any other employee organization. For

the purpose of this Article the term "employee organization" shall mean the same as the definition of employee organization under the Educational Employment Relations Act.

4.6 Information. PCC-CFT agrees to furnish necessary information required by the District to implement any provision in this Article.

4.7 Copy of Agreement. District will provide access to the PCC-CFT contract to each new unit member upon hiring.

Article 5

**DISTRICT RIGHTS**

- 5.1 Except as limited by the specific and express terms of this Agreement and by applicable law, it is understood and agreed that the District retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law. Included in, but not limited to those duties and powers, are the exclusive right to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the kinds and number of personnel required; maintain the efficiency of District operations; determine the curricula; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; take action on any matter in the event of an emergency, and to hire, classify, assign, evaluate, promote, terminate, and for cause, discipline employees. This Article shall not be interpreted as a prohibition against PCC-CFT to provide input on any such matter.
- 5.2 The District may suspend temporarily any provision of this Agreement in case of emergency for the duration of an emergency only when such temporary suspension is necessary. An emergency shall include national, state, or local declared emergencies and natural disasters, such as earthquake, fire or flood.



Article 6

**NONDISCRIMINATION**

- 6.1 District and/or PCC-CFT shall not illegally discriminate against any member of the bargaining unit on account of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age, political affiliation, domicile, sexual orientation, or membership and/or participation in any employee organization as defined by the EERA.
- 6.2 The District and/or PCC-CFT shall not illegally impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by the EERA.
- 6.3 Application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.
- 6.4 No grievance arising from this Article shall be processed through the Grievance Procedure by any member of the bargaining unit who simultaneously pursues any other available legal remedy, unless such dual processing is specifically authorized within the express terms of the applicable law.

**HOURS AND OVERTIME**

7.1 Workweek. The regular workweek of PCC-CFT members shall be forty (40) hours and the regular workday eight (8) hours, exclusive of lunch. These provisions do not restrict the extension of a regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District. The District may establish a workday of less than eight (8) hours or a workweek of less than (40) hours for all or any of its classified positions. Each position in the bargaining unit shall have a regular minimum number of assigned hours per day, days per week, and months per year. The District shall establish the specific hours of employment, including beginning and ending times, for bargaining unit members at each work site. Any reduction of a unit member's regular minimum number of assigned hours will be governed by Article 20.

7.2 Alternate Work Schedule.

A. Under the provisions of Education Code Section 88040 and Federal overtime provisions, the District may establish alternate work schedules for unit members as follows:

1. A ten (10)-hour per day, forty (40)-hour per week, four (4)-day work week
2. An eighty (80)-hour/nine (9)-day work schedule
3. A work week of four nine (9)-hour days and one four (4)-hour day
4. Any other forty (40)-hour work week schedule

The District and the unit member must each agree to the alternate schedule.

B. The following procedures apply to the alternate work schedules:

1. A unit member or their supervisor may initiate a meeting to discuss a request for an alternate work schedule. The meeting must occur prior to a decision about the request. If the request is denied, the supervisor must communicate the reason(s) for this decision.

2. The alternate work schedule shall be specified on the Alternate Workweek Agreement form and be provided to Human Resources in advance of the start of the alternate work schedule.
  3. Participation in any alternate work schedule may be terminated by the District or unit member with the provision of a twenty-one (21) calendar days' notice.
  4. Any management approved changes to a unit member's alternate work schedule must be indicated on a new Alternate Workweek Agreement form.
  5. Any occasional variation(s) in a unit member's alternate work schedule must be approved in advance by the supervisor and shall be reported via the District's timekeeping system, and shall not violate Federal overtime provisions.
  6. Any unit member on a leave of absence as defined in Article 14, will be placed on a standard 8-40 work schedule for the duration of the leave.
- 7.3 Shift Change. The District may change a unit member's shift (beginning and ending times) provided that it gives the unit member twenty-one (21) calendar days' notice, except in emergency circumstances.
- 7.4 Computation of Hours Worked. For the purposes of computing the number of hours worked, time during which the bargaining unit member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leaves of absence, shall be considered as time worked by the unit member.
- Lunch Breaks. Unit members working more than five (5) hours each day shall be scheduled for a minimum of one-half ( $\frac{1}{2}$ ) hour uninterrupted, nonpaid, duty-free lunch period at the approximate midpoint of their shift. Lunch breaks may not be used to shorten the workday; however, a unit member may lengthen their workday up to one-half ( $\frac{1}{2}$ ) hour in order to take a longer lunch break. Unit members who work only five hours each day may elect to take a one-half ( $\frac{1}{2}$ ) hour uninterrupted, nonpaid duty-free lunch period at the approximate midpoint of their shift.

- 7.5 Rest Breaks. Bargaining unit members assigned five (5) hours or more shall be permitted two (2) twenty (20)-minute rest breaks; one (1) during the first half of the workday, and one (1) during the second half of the workday. Breaks may not be combined or used to shorten the workday; however, a unit member may elect to combine one rest break with the lunch break.
- 7.6 Overtime. Overtime includes any time required to be worked in excess of eight (8) hours in any one (1) workday or 40 hours in a calendar week for employees working a regular eight (8)-hour day, forty (40)-hour week schedule. In the case of an employee working an alternate workweek as provided in Section 7.2, overtime includes any time worked in excess of the required workday or forty (40) hours in any workweek. (For a unit member participating in an eighty (80)-hour, nine (9)-day work schedule, the workweek begins at noon of the regularly scheduled day off; this results in a 40-hour workweek.) No classified employee is expected to respond to District calls, emails or texts after working hours. If an employee responds to an immediate directive from their supervisor after hours, they will be paid at their overtime rate.
- 7.7 Authorization of Overtime. Authorization of any overtime shall rest with the District management and any and all overtime must receive prior approval from the immediate supervisor. Except in emergency circumstances, unit members may refuse to work overtime without reprisal.
- A. Time and one-half (1 ½) will be paid for hours worked in excess of the workweek as defined above.
  - B. A unit member who is required to work on a District-recognized holiday shall be compensated at one and one-half (1 ½) times their regular rate of pay, plus holiday pay (see Article 12.3).
  - C. A unit member who is called back or called in to work shall be guaranteed two and one-half (2 ½) hours of work, which includes thirty (30) minutes travel time, and shall

be compensated at one and one-half (1 ½) times their regular rate of pay for hours in excess of their regular daily work schedule.

- D. A unit member who is called to campus to perform work outside of their regular daily work schedule (“call back time”) shall be guaranteed a minimum of two (2) hours of work. Call back time that results in overtime shall be paid at the overtime rates specified in Section 7.7 above.

“Call back time” does not include additional time worked immediately before or after the unit member’s regular daily work schedule nor to time the unit member is called to work but is performed off campus (such as by remote device). In these instances, the two (2) hour work time guarantee does not apply, and the unit member will be compensated for actual time worked at their regular rate of pay or if overtime, at the overtime rates specified in Section 7.7 above.

- E. If a bargaining unit member has worked two (2) consecutive hours of overtime and the overtime assignment is anticipated to extend for at least one (1) additional hour, the unit member will receive a paid break of twenty (20) minutes at the conclusion of the first two (2) hours of the assignment. The unit member shall receive a five (5) minute paid break at the conclusion of every two (2) hour period thereafter, as long as the assignment is anticipated to extend for at least one (1) additional hour.

7.8 Compensatory Time. Absent emergency circumstances, the District shall give the unit member "advance" notice of the decision to grant compensation or compensatory time off. Compensatory time is accrued at the rate of one and one-half (1 ½) hours for each overtime hour worked. Compensatory time may be earned and used only with prior approval of the unit member's immediate supervisor. The maximum compensatory time which may be accrued by any employee shall be 240 hours (160 overtime hours worked). A unit member shall be permitted to use accrued compensatory time within a reasonable period after it is requested unless the operations of the District would be unduly disrupted.

Compensatory time must be used within twelve (12) calendar months after the time was earned, or it shall be paid at the applicable overtime rate. Upon termination of employment, the employee will receive payment for all accrued, unused compensatory time calculated based on the employee's regular rate at the time of termination.

7.9 Exemptions. Those classifications which are subject to fluctuations in daily working hours not susceptible to administrative control (as indicated in the Classification List, Appendix A) shall be exempt from daily overtime compensation and compensatory time off. This exemption shall not be applied to hours worked in excess of forty (40) hours in a calendar week. This exemption does not apply to work performed under Education Codes section 82537 (Civic Center Act).

7.10 FLSA Exemptions. The District may exempt from overtime compensation those classifications defined as exempt under the Fair Labor Standards Act (FLSA).

7.11 The District may modify work hours for any vacant position it chooses to fill except those positions filled through the transfer process outlined in Article 15 without the obligation to negotiate the decision or impact of the decision (e.g., modifying a 12-month position to a 10-month position or a 40 hour/week position to a 30 hour/week position). In the event a vacant position is filled through the transfer process, the District may modify the work hours for any resulting vacancy not filled through the transfer process without the obligation to negotiate the decision or impact of the decision.

Article 8

**PAY AND ALLOWANCES**

8.1 Salary Schedule.

- A. Employees are assigned to a range on the classified salary schedule. Each range consists of six (6) Horizontal Steps (A, B, C, D, E, and F). Initial placement will be at Step A unless otherwise authorized by the Superintendent-President. The salary schedule for 2023/2024 is attached as Appendix B to this agreement.
- B. For 2023-24, the parties agree that effective July 1, 2023 each cell of all salary schedules will be increased by 6.0%.
- C. For 2024-25 the parties agree to meet in March 2024 to negotiate this article for any on-schedule increases that would be effective July 1, 2024.
- D. For 2025-26 the parties agree to meet in March 2025 to negotiate this article for any on-schedule increases that would be effective July 1, 2025.
- E. Each range on the salary schedule will be approximately 2.5% more than the immediately preceding range, and each step will be approximately 5.0% more than the immediately preceding step.

8.2 Step Increase Date.

- A. On the first of the month after completion of the probationary period and subject to satisfactory performance evaluations, new employees are eligible for advancement to the next step. That date becomes the Step Increase Date. The probationary period is six months as indicated in Article 16.2(A) and per Education Code 88013. Thereafter, subject to satisfactory performance evaluations, employees are eligible for a one – (1) step increase annually on the Step Increase Date until the employee reaches the top step on the salary range.

- B. For longevity movement on the salary schedule, length of service is computed from the first day of employment minus any unpaid leaves. An employee must be in paid status at least eleven (11) working days in a month in order for the month to count. A new Step Increase Date must be computed after a leave of absence or a break in service.

### 8.3 Change in Position.

- A. If an employee is selected for a position that requires movement to a higher classification, the salary will be adjusted on the applicable new range at Step A or at a step that will result in an increase of at least 7.5% above the present salary, whichever is more, unless the change in position is of only one range. A change in position of one (1) range will result in a salary increase of one (1) range. If an employee possesses significant experience or education beyond that which is required for the higher classification, the hiring manager may make a request to the Office of Human Resources for the employee to be placed at a higher step in the new range. The decision on this request shall be made by the Assistant Superintendent/Vice President of Human Resources, which shall not be subject to grievance or appeal by the employee.
- B. In the event a promotion occurs on the same date as a salary increase, the employee will first be advanced on the current salary range and will then be placed on the next higher dollar amount on the salary range appropriate for the promotion.

### 8.4 Reclassification.

When a position has been reclassified to a higher range, employees in reclassified positions shall be placed at their current step on the new salary range. If the reclassified employee has not reached the top Step of their current range, the Step Increase Date remains unchanged.



8.5 Classification Change.

When an employee is reduced in range, except for lay off, the District may elect to assign a "Y-rating" to the new range. While in "Y-rating" status, an employee is compensated at the rate of pay received at the time of the change until such time as the compensation for the new range exceeds that rate.

8.6 Service Increments.

Employees are eligible for a service increment equivalent to one (1) range upon completion of seven (7) years of service; a second service increment equivalent to one (1) range upon completion of ten (10) years of service; a third service increment equivalent to one (1) range upon completion of fifteen (15) years of service; a fourth service increment equivalent to one (1) range upon completion of twenty (20) years of service; a fifth service increment equivalent to one (1) range upon completion of twenty-five (25) years of service; and a sixth service increment equivalent to one (1) range upon completion of thirty (30) years of service. Service increments are awarded based on satisfactory performance evaluations and are calculated from the first month of employment in which an employee is in paid status for at least eleven (11) working days. A new Service Increment Date must be computed after a leave of absence or break in service.

8.7 Work During "Off" Periods.

A. Regular bargaining unit members working less than one hundred (100) percent and regular bargaining unit members working less than twelve (12) months may be employed in their current department on a temporary basis as hourly employees at the rate established on the classified salary schedule during their "off" period. Hours thus worked are counted toward seniority. If the hours thus worked are a continuation of the regular work assignment, sick leave and vacation credit will be earned for the hours worked.

- B. Regular bargaining unit members working less than one hundred (100) percent or regular bargaining unit members working less than twelve (12) months may be employed during their "off" periods in other departments of the College in their current classification or any classification at the same rate of pay as their regular classification. Their hourly rate of pay for this work will be the same as they would receive in their regular position. Hours thus worked are counted towards seniority. Sick leave and vacation credit will be earned if the hours worked meet the requirements for the accrual of sick leave and vacation.
- C. If such an employee chooses to work on an hourly basis in a position with a different classification, the employee may be paid the hourly rate for that classification but will not earn sick leave or vacation. Hours thus worked count toward seniority in that class if it is a lower class than the one in which the employee has a regular assignment.

8.8 Differential.

- A. For employees who, on or before May 5, 1999, were receiving a five (5) percent shift differential for all hours worked based on their work schedule, the following will apply:
  - 1. A differential of two (2) ranges (approximately five (5) percent on the salary schedule) will be paid when fifty (50) percent or more of an employee's assigned time must be worked after 4:00 p.m.
  - 2. The differential is included in the employee's monthly gross rate.
  - 3. If an employee's assignment is temporarily changed during the summer intersession and the employee returns to the twenty (20) hours a week after 4:00 p.m. at the end of the summer session, the differential in this subsection will resume.
- B. For employees who are not receiving a differential under the provisions of

8.8.A above, the following shift differential will apply, effective May 5, 1999: A differential of two (2) ranges (approximately five [5] percent) will be paid when an employee is required to work beyond 5:00 p.m., only for the hours worked beyond 5:00 p.m.

C. For any differential in A-B above, the following apply:

1. No shift differential shall be paid for alternate workweek schedules, as permitted under Article 7.2, nor for any overtime work.
2. If an employee's assignment is temporarily changed from differential-bearing hours to hours that would not bear a differential, that differential shall be removed.
3. No employee shall receive both differentials under A and B above at the same time.

D. A differential of two (2) ranges (approximately five [5] percent on the salary schedule) will be paid to bargaining unit members in the following circumstances and with these provisions:

1. When, in the opinion of the District, the employee performs duties of a distasteful, dangerous, or unique nature.
2. When all members in a class are involved in a rotational schedule plan.
3. The differential is included in the employee's gross monthly rate.

E. For any differential in A, B, or D above, the following applies:

Where appropriate, assignment to duties for which differential shall be paid shall be made on the basis of seniority among those within the appropriate class who request such an assignment.

## 8.9 Pay Days.

A. Pay days are on the 10th and 25th of each month.

1. Check issued on the 25th of the month

This check represents a net advance against the earnings for the month in which this check is issued ("earned salary advance" or ESA). This check reflects all applicable payroll deductions (voluntary and involuntary) and payroll adjustments for the ESA.

2. Check issued on the 10th of the month

This check represents the net balance due for the preceding month. This check reflects the earnings for the preceding month and deducts the ESA previously paid on the 25th of the preceding month. This check also reflects all applicable payroll deductions (voluntary and involuntary) and payroll adjustments for the balance of earnings due for the preceding month if the 10th or the 25th falls on a Saturday, Sunday or holiday, employees are paid on the preceding working day. No voluntary deductions are made for the months of July and August, and the employee must take full responsibility for any voluntary deductions the employee is obligated to pay on a twelve (12) month basis.

8.10 Working Out of Classification. Any unit member required to work out of classification for more than five (5) working days out of fifteen (15) working days, shall have their salary adjusted upward beginning with the first working day in the higher classification. A unit member required to work out of class shall receive a five (5) percent salary increase unless this increase exceeds the highest step of the higher classification, in which case the unit member shall be paid at the highest step.

8.11 Personal/Professional Growth Reimbursement Benefit.

A. Bargaining unit members will be eligible for a Personal/Professional Growth Benefit when three (3) semester units are completed at a school

accredited by a regional accrediting association.

- B. The benefit will consist of up to \$500.00 educational reimbursement for the costs of completing three (3) or more semester units of lower-division credit, or up to \$850.00 for the costs of completing three (3) semester units of upper-division or graduate credit with a grade of "C" or better.
- C. If an employee has access to similar funds (financial aid, scholarships, military benefits, etc.) those funds must be used first and any remaining unreimbursed expenses may be applied for through this process. Violations of this provision shall subject the employee to repayment of Personal/Professional Growth funds to the District.
- D. Only one (1) of the above benefits may be earned each contract year.
- E. Application for the Personal/Professional Growth Reimbursement Benefit must be submitted within one (1) semester following the same year the course work is completed. The employee must include the transcript or grade slip and receipts for the educational expenses with the application. Forms for claiming this benefit are attached as Appendix D.
- F. During the term of the agreement the parties will meet to develop a professional development plan which provides education and training to unit members in various subject areas to enable employees to achieve District operational goals.

**HEALTH AND WELFARE BENEFITS**

- 9.1 During the term of this Agreement if the average total cost of the premiums for providing employee medical benefits for any year of this agreement increases over the prior year by more than 20%, the District may need to take employee medical benefit cost containment measures, including benefit plan modifications. Before implementing such measures, the District and employee groups will meet to consider any and all alternatives to the proposed plan modification(s) and/or cost containment measures. Insurance benefits for PCC-CFT employees will not be less than those of any other employee group.
- 9.2 The annual maximum dental benefits shall be \$2,500 for in-network services and \$2,200 for out of network services.
- 9.3 The maximum income protection plan will be 66.67% of an employee's monthly salary up to \$3,000 per month.
- 9.4 "Eligible" as used in this Article shall mean those unit members who have an average assignment of seventy-five (75%) percent or greater during the monthly period of service.
- 9.5 An employee may change their health plan during the annual open enrollment period.
- 9.6 When on approved unpaid leave of absence, an employee may continue health and life insurance plans by paying the monthly premiums to the District by personal check by the first (1st) day of the month for which coverage is to continue.
- 9.7 An employee on paid sick leave continues to be covered by the District-sponsored insurance plans. Employees on unpaid sick leave may continue health, dental insurance, and employee assistance program for as long as the District indicates the employee is eligible for reemployment. In order to continue such insurance, the employee must transmit monthly contributions to the District in the manner set forth in paragraph 9.6 above. Continuation of life insurance may be possible. Employees must meet eligibility and payment requirements of the plan.

9.8 In lieu of District coverage for an individual's health insurance plan (for those with dual coverage) the District will provide during a ten-(10) month period an amount equal to one-half ( $\frac{1}{2}$ ) the cost of an individual premium of the District's lowest-cost health plan for each member electing this option provided 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 Service Section 125.
- D. Those choosing this option must submit evidence of coverage and sign a form provided by the Benefits Office in Human Resources.
- E. If this option is chosen, District paid medical insurance coverage will be canceled effective October 1 of the year of the election of this option and will be available again only at the next regular open enrollment period.

**BENEFITS FOR EMPLOYEES WHO RETIRE UNDER THE TERMS OF THIS AGREEMENT**

10.1 Medical/Dental Insurance

- A. Eligible retirees may elect to continue coverage under District-sponsored medical and dental plans on the same terms, including District-paid premium contributions, as coverage is offered to full-time employees of the District, through the month in which the retiree reaches age sixty-five (65).
- B. In order to be eligible for this benefit, the retiree must meet the following criteria:
  - 1. Must have retired from District employment under the Public Employees' Retirement System or the State Teachers' Retirement System.
  - 2. Must be at least fifty-five (55) years of age at the time of retirement.
  - 3. Must have completed at least fourteen (14) years of service with the District.
  - 4. Must have been eligible to receive District-sponsored medical and dental benefits in their last full year of employment.
  - 5. Must be eligible for coverage under the District's medical and dental plans.
- C. If, following retirement, the retiree ceases to be eligible for receipt of retirement benefits under PERS or STRS the benefit described in this Article will also cease.
- D. Early retirees who have not been employed by the District fourteen (14) years but who have completed a minimum of five (5) years of service may elect to retain group coverage under the District-sponsored medical and dental plans by paying the monthly premiums to the District. For employees hired on or after July 1, 2011, the minimum service required will be ten (10) years. Such premiums must be received by the District by the first (1st) day of the month



for coverage during that month.

- E. For retirees who satisfy conditions 1 and 3 of Paragraph B of this Article, and who have attained the age of sixty-five (65) shall apply for and enroll in Medicare Parts A and B. Upon satisfying these conditions and submitting proof annually of Medicare B enrollment (such as a copy of their Social Security statement denoting the Medicare Part B premium deduction), the District shall pay the standard Medicare Part B premium rate not to exceed \$1,900 annually. This amount will be based on the standard Medicare Part B premium rate annualized for the benefit year in which it is paid.

Article 11

**EMPLOYEE EXPENSES AND MATERIALS**

- 11.1 The District shall pay the full cost of the purchase, lease, or rental of equipment, identification badges, emblems, and cards required by the District to be worn or used by unit members.
- 11.2 The District shall reimburse unit members for the cost, if any, of a tuberculosis screening test and/or physical examination required as a condition of continued employment under Sections 87408.6 and 88021 of the Education Code.
- 11.3 The District will not require employees to use personal equipment (i.e., cell phone, tablet, laptop, etc.) for work communications or other work-related purposes unless otherwise agreed upon.

Article 12

**HOLIDAYS**

12.1 The following are Board-approved holidays:

- |   |                                |
|---|--------------------------------|
| New Year's Day* (plus one additional day) | Veteran's Day                  |
| Martin Luther King, Jr. Day               | Thanksgiving Day               |
| Lincoln's Day*                            | The Day after Thanksgiving Day |
| Washington's Day                          | Christmas Eve Day              |
| Cesar Chavez Day                          | Christmas Day                  |
| Spring Vacation Day                       | Winter Break Day #1            |
| Memorial Day                              | Winter Break Day #2            |
| Juneteenth                                | Winter Break Day #3            |
| Independence Day                          |                                |
| Labor Day                                 |                                |

\* Alternative days may be observed

In addition, any days designated by the Board of Trustees as holidays in response to either state or nationally declared proclamation will be observed on a one-time basis only.

12.2 California Admission Day-September 9 "Floating Holiday". When the Official College Calendar designates the day normally used to observe Admission Day as a working day, employees who are scheduled to work on that date are allowed one additional "floating holiday." This additional holiday will be scheduled by the employee's supervisor according to the needs of the department and must be taken during the scheduled school year to create at least a three- (3) day weekend. A floating holiday cannot be carried over to another fiscal year.

12.3 Holiday Pay. Holidays are paid at the employee's regular rate of pay. Part-time monthly employees receive their pro rata share of holiday pay. Employees must be in paid status on the working day immediately before or after the holiday in order to receive holiday pay. Holidays paid but not worked are considered time worked for overtime purposes.

12.4 Holiday Worked. When a classified employee is required to work on any holiday, he/she shall be paid compensation or shall receive compensatory time off at one and one-half (1 ½) times his/her regular salary for such work in addition to the regular pay received for the holiday.

12.5 Substitute Holiday. If a classified employee works a workweek other than Monday through Friday and as a result loses a holiday to which he/she would otherwise be entitled, the District will provide a substitute holiday of eight (8) hours for a one hundred (100) percent assignment (prorated for part-time monthly assignments) or eight (8) hours of compensation (prorated for part-time monthly assignments) to which the employee would have been entitled had the holiday fallen within the employee's normal work schedule. A substitute holiday must be used within twelve (12) months after the time was earned.

Article 13

**VACATION**

13.1 Annual Vacation Earnings Rate: Full-time employees who are covered by this Agreement, and who are in paid status for eleven (11) or more days in each relevant calendar month, shall earn vacation as follows:

Years of Service		Vacation Accrual	Maximum Days for Assignment		
Start of	End Of		10 months	11 months	12 months
1 <sup>st</sup> year	3 <sup>rd</sup> year	1 day/month	10	11	12
4 <sup>th</sup> year	6 <sup>th</sup> year	1 ¼ days/month	12 ½	13 ¾	15
7 <sup>th</sup> year	10 <sup>th</sup> year	1 ½ days/month	15	16 ½	18
11 <sup>th</sup> year +		1 ¾ days/month	17 ½	19 ¼	21

13.2 If an assignment is less than 100 percent, vacation is earned at the same rate, prorated to the percentage of the assignment.

13.3 Earning Limit. Employees earn vacation according to the Annual Vacation Earnings Rate described in 13.1 above. An individual employee may never earn more than two (2) times their Annual Vacation Earnings Rate.

13.4 Vacation Scheduling. Vacation schedules are determined according to the needs of the District. The preferences of employees will be considered but the immediate supervisor's determination as to vacation schedules shall be final.

The immediate supervisor shall approve or deny the request for vacation time within five (5) full business days of receipt of the request. If the immediate supervisor has not provided a response to an employee's vacation request within five (5) full business days, the employee may elevate their request to the next level administrator. The next level administrator shall respond, in writing, either approving or denying the request. The response shall be provided as soon as possible, but no later than five (5) full business days after the employee's evaluation of the request. The first business day shall be the next business day after the request is made.

The District reserves the right to require, upon such advance notice as is consistent with the needs of the District, the use of vacation at any time. If the District requires the use of vacation within the first six (6) months of employment, vacation will be advanced to the employee to the extent it will be accrued by the end of that fiscal year.

If ten- (10) or eleven (11) month employees take their "off" months at a period other than during the summer intersession, the time off should be taken in periods of a minimum of ten (10) days at a time or a full month. If as a result of this schedule, the employee works more than eleven (11) days in each and every month of a year, that employee will not earn more than the number of vacation days that can be earned by others with the same annual assignment of months.

A holiday for which the employee is eligible and which falls within a prescribed vacation period will be deemed a holiday and will not be charged as vacation.

Requests for vacation time off shall be made in writing to the immediate supervisor as far in advance of the requested date as possible, but generally no more than five (5) months before the requested date. If conflicting requests of employees in a department must be reconciled, preference on the first occurrence of such a conflict shall be given to the timely request of employees having the most continuous service with the District. Timely, as used in this Article means requests received within a five (5)-day period.

13.5 Vacation Pay. Upon separation from employment, an employee is entitled to lump sum compensation for all unused, accrued vacation. Fiscal Services will deduct from the last check the full amount of salary paid for any unearned days of vacation advanced to the employee.

If an employee moves from a classified position to a tenure-track academic position that does not accrue vacation, the employee will be paid for unused, accrued vacation at the time of termination from the classified payroll.

An employee in an acting assignment who is not on the regular classified staff will be paid for any unused, accrued vacation at the end of their acting assignment.

- 13.6 Change of Leave Status. A regular classified employee who becomes ill or is bereaved for a period in excess of one (1) day during their vacation period may be placed on the appropriate leave if proper procedures are followed. The employee must immediately notify the supervisor as to the nature of the requested change. An illness must be verified by the doctor on a form provided by the District when the employee returns to work. The employee may be required to provide proof of bereavement. Upon proper verification, the District may reinstate the vacation days and charge the time to sick leave or bereavement.

**LEAVES**

14.1 Sick Leave

- A. Full time unit members earn full-pay sick leave at the rate of one (1) days (eight hours) per calendar month not to exceed the total number of months of the employee's assignment. Such sick leave may be accumulated from year to year. Employees on less than one hundred (100) percent assignments earn sick leave on a pro rata percentage basis. All unused sick leave accumulates from year to year. If an employee previously worked for another community college district or county school, they may be entitled to transfer the earned sick leave. Upon the employee's report, the Human Resources Office will facilitate the transfer.
- B. At the beginning of the fiscal year, July 1, a regular employee will be advanced one (1) day of sick leave for every month of assignment. A new employee may be advanced a maximum of six (6) days, or the proportionate amount to which they may be entitled, for use prior to the completion of six (6) months of active service. After six (6) months, the new employee will be advanced additional sick leave in the amount of one (1) day per month for the remaining months of the employee's annual assignment.
- C. Holidays occurring during authorized sick leave will not be charged against sick leave.
- D. If an employee is unable to report for duty on any scheduled working day, it is the employee's obligation to inform their supervisor of such absence. If an absence due to illness is such that the employee is not certain whether they will be able to work each day, the employee shall notify their supervisor each day to reaffirm the absence. Failure to appear for duty without notifying the supervisor as soon as possible after the usual time to report to work will be considered personal absence without pay and may be grounds for discipline.
- E. The District retains the right to require a doctor's report verifying illness and/or fitness to return to duty at the District's discretion. In addition, whenever an



absence requires a doctor's care and it appears to the doctor that the illness will require an absence of more than ten (10) working days, the employee must arrange for the attending physician to send a report on a District form to the Office of Human Resources stating the nature and anticipated duration of the illness. The employee must notify their immediate supervisor on the first day of each week to verify that they are still unable to work. A new report from the doctor may be necessary monthly for an extended illness.

- F. Whenever an employee is absent due to illness for more than ten (10) consecutive working days, the employee must provide the Office of Human Resources with a written release from a physician stating that the employee is able to return to regular duties as of a specific date. The supervisor may not permit the employee to return to work without the clearance from the Office of Human Resources. Failure to comply with the Article may lead to unpaid leave until such clearance is obtained.
- G. When an employee has used all accrued full-pay sick leave, they may be eligible for extended sick leave paid at fifty (50) percent of the employee's regular rate of pay. During the fiscal year, extended sick leave is provided up to a maximum of one hundred (100) working days of paid leave, including full-pay sick days. Part-time employees will be afforded these same rights on a pro rata basis for one hundred (100) days. When an employee has used all accrued full-pay sick leave and becomes eligible for extended sick leave, they may use accrued vacation days in lieu of the extended sick leave pay in order to achieve fully paid days. Each day of redeemed extended sick leave shall account for 100% of an employee's scheduled hours, compensated at 50% of the employee's regular rate of pay.
- H. Employees who wish to use extended sick leave benefits shall provide a physician statement that the illness, injury, or incapacity requires absence from

duty during the period of extended sick leave. The District reserves the right to require proof of illness and may refer any claims for extended sick leave benefits to the District physician whose decision as to the employee's eligibility shall be final.

- I. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as a condition of illness. Eligible employees are entitled to receive compensation at their regular rate of pay charged against credited sick leave for the workdays missed during the period of disability, provided that the District receives a medical status report from the attending physician.
- J. Unit members can use sick leave to bond with a new child in accordance to Education Code § 88207.5, based on the following: (1) a biological parent using the leave within the first year of their infant's birth; and (2) a non-biological parent using the leave within the first year of legally adopting a child.
- K. Absence required due to the employee's dental or medical appointments may be charged against sick leave. Prior notification shall be provided to the immediate supervisor as soon as the need to be absent is known and will follow Section D in regards to the notification process.
- L. The SB579, "Kin Care" law provides to a parent or guardian of a Kindergarten to 12 grade child, up to 40 hours of unpaid leave, unless another leave type is authorized and approved, each fiscal year; not to exceed 8 hours per month. The purpose of this time is to participate in activities of the school or licensed daycare facility of their children.

#### 14.2 Personal Necessity Leave.

- A. Unit members entitled to sick leave benefits are eligible for personal necessity leave to be charged against unused, accrued full-pay sick leave. Such leave may be granted for the following reasons:

1. The death of a member of the employee's immediate family or immediate household when the number of days absent exceeds the limit provided in the Bereavement section of this Agreement. As used in the Article, member of the employee's immediate family means the employee's spouse, domestic partner, son, daughter, father, mother, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren of the employee or of the spouse/domestic partner of the employee, son-in-law, daughter-in-law, or any relative living in the immediate household of the employee, or any other person for whom the employee is legally responsible. As used in this Article, a member of the employee's immediate household means a person who is, for all intents and purposes, a full-time resident of the same household as the employee.
2. An accident involving the employee's person or property, or the person or property of a member of the employee's immediate family or immediate household as defined in paragraph II. A. 1. Such accident must be serious in nature, involve circumstances the employee cannot reasonably be expected to disregard, and requires the attention of the employee during usual assigned hours of service.
3. An appearance of the employee in court as a litigant party or as a witness except under an official order. The employee must return to work in cases where it is not necessary for the employee to be absent beyond the employee's normal meal period.
4. An illness of a member of the employee's immediate family or immediate household as defined in paragraph II. A. 1. above, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard and which requires the attention of the employee during the assigned hours of service.
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. Imminent danger to the home of an employee occasioned by a factor such as flood or fire, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard and which requires the attention of the employee during the assigned hours of service.
7. Personal business of a nature that cannot be transacted outside of assigned working hours for which there is no alternative as to person, time, or place for its transaction.

B. Personal Necessity is subject to the following conditions:

1. The total number of days allowed in the fiscal year for such leave shall not exceed seven (7) days (56 hours).
2. The days allowed shall be deducted from and may not exceed the number of accrued full-pay sick days.
3. Personal necessity leave may not be taken during a scheduled vacation or a leave of absence.
4. Personal necessity leave may not be taken for purposes that involve payment for the employee's services.
5. Personal necessity leave may not be taken to extend vacation time.
6. Personal necessity leave may not be used for tardiness.
7. Personal necessity leave may not be used for any activity that is contrary to law.

C. Personal necessity leave claimed against accrued sick leave must be so designated in the time reporting system, but reasons for such leave are not required. However, the District may require such proof of the need for the use of personal necessity.

#### 14.3 Bereavement Leave.

- A. Employees are eligible for a paid leave of absence for a death in the immediate family or the immediate household. The allowed leave may not exceed five (5) working days.
- B. Employees must provide such proof of eligibility for bereavement leave benefits as may be required by the District.
- C. The immediate family includes the employee's spouse, domestic partner, son, daughter, father, mother, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren of the employee or the spouse/domestic partner of the employee, son-in-law, daughter-in-law, or any relative living in the immediate household of the employee as defined in Part II. A. 1. or any other person for whom the employee is legally responsible.
- D. Up to one (1) day's paid leave may be granted for an employee to make funeral arrangements and/or to attend the funeral of relatives not listed above.
- E. Up to one (1) day's paid leave may be granted for an employee to attend the funeral of a friend.
- F. Paid bereavement leave is not available during unscheduled hours or days of employment, during an unpaid leave of absence, or during the unpaid period of the year for those employees on a ten- (10) month or eleven (11) month assignment.

14.4 Industrial Accident/Illness Leave.

- A. An injury which occurs while the employee is at work must be reported immediately to the employee's immediate supervisor, and an Industrial Accident/Illness Report must be prepared at once.
- B. Necessary medical care and hospitalization are covered by Workers' Compensation Self-Insurance Fund under California Workers' compensation laws.

- C. Employees with injuries requiring the attention of a physician should be sent for medical treatment to the medical facility designated by the District. This facility has been especially selected for the treatment of the employee's injuries, and the doctors are familiar with workers' compensation laws regarding reporting and billing. Information on the proper procedures to follow may be obtained from the Office of Business Services.
- D. An employee who has given written notice to the District prior to any injury or illness of their desire to be treated by a personal physician may consult that physician. However, in the event of an emergency situation, proper medical aid should be rendered immediately.
- E. The District reserves the right to require employees to be examined by District selected physicians.
- F. Regular employees eligible for workers' compensation who are absent from duty because of illness or injury directly resulting from an industrial accident/illness may be granted a paid industrial accident/illness leave from the fourth day up to and including the last day of such absence, not to exceed sixty (60) working days for the same accident. The amount of salary due in any calendar month will be the amount receivable as if the accident/illness had not occurred.
- G. While an employee is on paid industrial accident/illness leave, the temporary disability indemnity check payable to the employee must be mailed from the claims administrator to Fiscal Services, Payroll Section. The Payroll Section will notify the employee to endorse the check. Regular paychecks will not be released until the disability indemnity checks from the claims administrator have been endorsed.
- H. If an employee is unable to return to work after using all paid industrial accident/illness leave, the employee's absence will be charged against their accumulated sick leave. When all accrued full-pay sick leave has been used,

the employee is eligible for extended sick leave paid at fifty (50) percent of their regular salary up to a maximum of one hundred (100) days.

- I. While on extended sick leave, the employee may keep that portion of the worker's compensation disability payment which when added to the extended sick leave is equal to a full day's wage or salary.

#### 14.5 Jury Duty or Subpoena Leave.

- A. Employees are eligible for paid leave when they are required to be absent because of a mandatory court appearance, except as a litigant. No more than two (2) percent of the classified staff will be granted paid jury duty leave at any one time.
- B. Employees are required to notify the immediate supervisor and the Office of Human Resources upon receipt of the required jury duty notice. Employees are required to return to work during any workday or portion thereof during which jury duty service is not required.
- C. The District requires verification of jury duty prior to providing compensation. In order to receive full compensation during required service, the employee must sign over to the District all compensation received for jury duty less mileage reimbursement. In the case of subpoena leave, the employee must submit a copy of the subpoena or a certificate from the clerk of the court with the absence report.

#### 14.6 Military Leave.

- A. Employees who are members of the reserve corps of the armed forces of the United States or of the National Guard or national militia are eligible for a temporary military leave of absence not to exceed one hundred eighty (180) days for required active duty. Military service includes orders to report for military or Veteran's physical examinations and service in the reserve corps. If the employee belongs to an Armed Forces Reserve Unit and is required to

report for annual training duty, military leave will apply for the period of training duty. In lieu of paid leave, the District may adjust the work schedules of employees who serve weekend National Guard duty, so that such duty is served by employees on their own time.

- B. Employees who have been employed by the District at least one (1) year immediately prior to the day on which the military leave of absence begins will receive regular compensation for the first thirty (30) calendar days of said leave if this time falls within the employee's usual work period. Pay for such purposes will not exceed thirty (30) days in any one (1) fiscal year.
- C. An employee employed less than one (1) year may use six (6) days of personal necessity leave for this duty, but the remainder of the military leave will be unpaid.
- D. If the employee's military unit is called to active duty, the military leave is expected to exceed one (1) month, and the employee wishes to return to the presently held position at the expiration of the leave, a statement to that effect must be included in the request for leave. At the option of the District, a qualified replacement may be employed to perform the duties of the position during the leave. At least ninety (90) days prior to the expected date of return from military leave, the employee must notify the Office of Human Resources confirming their desire to return to the former position.
- E. Reinstatement of employees who fail to comply with these requirements will be at the discretion of the District and will depend upon the availability of a suitable vacancy.
- F. A copy of military orders must be presented to the Office of Human Resources when requesting any military leave.

#### 14.7 Unpaid Leave of Absence.

- A. Employees in regular status may be granted an unpaid leave of absence for the following reasons:



1. Recuperation from illness or injury
  2. Personal business of a non-profit nature
  3. Extended travel
  4. Care of dependent or close relative
  5. Military service
  6. Maternity Leave
- B. Unpaid leave will not be granted for the employee to take paid employment of a nature that could be construed to be permanent or is likely to become permanent.
- C. Unpaid leave will not be granted for more than six (6) months at a time and may be extended. A leave of absence may be revoked by action of the Board of Trustees when it appears to the satisfaction of the Board that the absent employee is engaged in activities for which the initial leave would not have been granted.
- D. Unpaid leave of one (1) week or less is subject to the approval of the cost center manager. Unpaid leave of more than one (1) week but less than (4) weeks is subject to the approval of the appropriate Assistant Superintendent or Dean. All leaves of four (4) weeks or more are subject to the approval of the Board of Trustees.
- E. If time spent on unpaid leave equals or exceeds one (1) month, the employee's Service Increment Date and the Step Increase Date will be adjusted by the number of months of unpaid status. For this purpose, the employee will be considered in unpaid leave status for a minimum of one (1) month for any leave that equals or exceeds twelve (12) working days, and the employee will be considered in unpaid leave status for that month.
- F. If the employee wishes to return to their current position at the expiration of the leave, a statement to that effect must be included in the request for leave. If the employee does not wish to return to the current position, assignment to another

position in the same class and at the same salary will depend on the availability of a suitable position.

- G. If an employee requests to return from a leave earlier than the authorized expiration date granted by the Board of Trustees, the Board of Trustees will determine the date of return.
- H. Application forms for leave of absence are available in the Office of Human Resources. When the leave has been approved by the cost center manager, the completed form should reach the Office of Human Resources at least two (2) weeks before the effective date of the leave to allow sufficient time for Board approval
- I. The District does not pay insurance premiums for employees on unpaid leave. The District-sponsored health insurance and life insurance plans may be continued for the length of the approved leave if the employee pays the premium(s). The employee assumes complete responsibility for the timely receipt of the premium(s) by the first day of the month for coverage to continue in that month.
- J. The employee must reinstate District-sponsored insurance plans in the Benefits Office located in Human Resources upon their return.
- K. It is the employee's responsibility to reinstate all voluntary deductions in Human Resources when returning from leave.

14.8 Family and Medical Leave. As required by State and Federal law, the District will provide family and medical care 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 §12945.2).

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

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

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

1. The birth of a child or to care for a newborn of a member;
2. The placement of a child with a member in connection with the adoption or foster care of a child;
3. Leave to care for a child, parent, or a spouse who has a serious health condition;
4. Leave because of a serious health condition that makes the member unable to perform the functions of their position;
5. 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 covered active duty; or
6. Leave to care for a covered servicemember with a serious injury or illness if the member is the spouse, son, daughter, parent, or next of kin of the servicemember.

C. Amount of Leave. Eligible members are entitled to a total of twelve (12) workweeks of leave during any twelve (12) month period. A member's

entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

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

- D. Member Benefits While on Leave. Except as set forth in the Section E (below) or otherwise required by law, 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. If a member fails to return to work after their 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 their 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 to the District (e.g., unpaid wages, vacation pay).
- E. Use of Other Accrued Leaves While on Leave. A member must exhaust their accrued paid leave (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. If a member uses leave 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.

F Medical Certification.

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 their position.
2. A member who requests leave to care for a covered servicemember who is a child, spouse, parent, or next of kin of the member must provide written certification from a health care provider regarding the injured servicemember's injury or illness.
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 PCC issued by the military which indicates that the covered military member is on covered active duty or call to active duty status in a foreign country, and the dates of the covered military member's active duty service. A copy of the 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 a different covered military member.
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 established by this agreement, the District may delay the taking of leave until the required certification is provided.

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. 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 members 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.

G. 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 they 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 their 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.

H. Reinstatement Upon Return from Leave. 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.

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 their 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.

- I. Required Forms. Members must fill out the following applicable forms in connection with leave under this Section:
1. "Request for Family or Medical Leave" form prepared by the District to be eligible for leave;
  2. Medical Certification either for the member's own serious health condition or for the serious health condition of a child, parent or spouse;
  3. Authorization for Payroll Deductions for Benefit Plan Coverage Continuation; and
  4. Fitness for Duty to Return from Leave form.

14.9 Unauthorized Leave. Any unit member absent without being on approved leave shall have deducted from their salary the appropriate amount covering such period. The District reserves the right to take appropriate disciplinary action against such unit member. Failure to notify the District of anticipated absence prior to the commencement of the unit member's shift may constitute unauthorized leave.

14.10 Break in Service. No absence under any paid leave provisions of this Article shall be considered as a break in service for any unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

14.11 Nothing in this Article shall restrict the rights given to employees under State law.

**EMPLOYMENT POLICIES**

15.1 Vacancies.

- A. Notice of all job vacancies within the bargaining unit shall be posted for fourteen (14) calendar days.
- B. The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per week and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

15.2 Transfers.

- A. For the purposes of this Article the term “transfer” shall mean movement within the employee’s current salary range or lower salary range.
- B. For the purpose of this Article, the term “demotion” shall mean movement by a unit employee to a classification with lesser responsibilities and a lower salary range.
- C. A permanent unit member transferring within the current salary range or taking a voluntary demotion shall retain their Step Increase Date and seniority rights.

15.3 Employee-Initiated Transfers

- A. Regular unit members are eligible to apply for a voluntary transfer to an open position:
  - 1. Presently within the employee's current salary range, or
  - 2. In a classification previously served in by that employee, or
  - 3. Which would be a demotion for that employee.
- B. Probationary employees or employees currently in disciplinary status are not eligible for voluntary transfer or reassignment. Denial of a request for transfer or reassignment is not subject to the grievance process.
- C. No Reprisal. There shall be no reprisal against an employee for utilizing the transfer procedures.



D. Transfer Procedures.

1. Open classified positions (replacement only) shall be advertised in-house, via email, for five (5) working days, prior to public announcement.
2. Non-probationary classified employees in good standing shall be allowed to request transfer to any open position within their current salary range or lower salary range. Employees must meet the current minimum qualification for the position for which they are requesting transfer.
3. Classified employees requesting transfer shall complete a transfer request form and turn it in to Human Resources within the five (5) day in-house recruiting period.

E. Only persons who fulfill all of the requirements of the vacancy will be considered for transfer. The hiring supervisor shall interview qualified candidates and make the final determination as to whether any individuals shall be selected for transfer.

F. The transfer request form shall list the employee's current position, the position for which they are applying, their relevant education, skills and experience, and the name of their current supervisor. Human Resources shall notify the hiring supervisor of all in-house applicants. The supervisor, two additional employees approved by the supervisor (one of which must be a classified staff member), and an EEO representative shall interview all qualified and eligible in-house candidates within five working days following the five-day in-house recruiting period, if possible.

G. If an employee is selected for transfer, reference, background and verifications of employment will be completed, then notice shall be forwarded to the appropriate Assistant Superintendent for final approval, pending ratification by the Board of

Trustees. If the request is granted, Human Resources shall give the current supervisor a minimum of two weeks' notice of the transfer, prior to the employee's start date in the new position. If the transfer request is denied, the in-house applicants shall be notified by e-mail or campus mail.

- H. An approved transfer shall follow the probationary guidelines outlined in Article 16 for transfer employees. The employee will have the right to choose to return to their original position during the probationary period.

15.4 District-Initiated Transfers.

- A. After consultation with PCC-CFT, the administration may initiate transfers of bargaining unit members whenever the administration determines that such a transfer will best meet the needs of the District.
- B. The unit member being transferred shall be given ten (10) working days' notice, absent emergency circumstances.
- C. District-initiated transfers under this Article shall be considered permanent; therefore, no additional probationary period shall be required.

15.5 Voluntary Demotions.

- A. Unit members may apply for and shall be considered for a voluntary demotion in the same manner as for a voluntary transfer.
- B. Demotion under this Article shall be considered permanent; therefore, no additional probationary period shall be required.

15.6 Medical Transfer. A unit member may request a transfer or the District may assign a unit member to another position in cases where the unit member is medically unable to assume their regular duties, via the Americans with Disabilities Act (ADA) Interactive Process.

15.7 Salary on Transfer or Promotion

- A. Any unit member who is transferred from one position to another position in the same class, or to another position in a class having the same salary

range, shall be compensated at the same step in the salary range as they previously received, and their salary anniversary date shall not change.

- B. Any unit member who is promoted to a position in a higher salary range, will be placed on the salary schedule according to the provisions of Article 8.3.
- C. Any unit member who is demoted for disciplinary reasons to a position in a class with a lower salary range shall be placed on the same step of the lower salary range as they held on the range from which demoted.
- D. Transfers shall not change the employee's anniversary date, or accumulated benefits. However, if the employee is transferred to another classification, their seniority in that class shall begin on the date of the transfer.

15.8 Acting, substitute, and short-term employees.

In the case of an absence, a vacancy, or a need for additional short-term help, the District may hire employees as follows:

- A. Acting appointments. The District may appoint a PCC-CFT-unit member to serve in another position on an acting basis when a position is temporarily vacant because an employee is on an extended leave, or if a position becomes vacant. If the District decides to temporarily fill such a vacant position it will first notify, in writing, all unit members in the work area where the vacancy occurs. Unit members will have five (5) business days to apply. The District will review all eligible PCC-CFT unit members' applications, in the work area, for the acting appointment. As used in this Article, work area means all employees who report directly to a manager or to a supervisor who reports directly to that manager. If there is no PCC-CFT unit member to fill the temporary vacancy, then the District shall proceed with section 15.8 B.
- B. Substitute employees.
  - 1. If the District is unable to fill a temporary vacancy through an acting appointment, The District may employ a substitute employee, pursuant

to Education Code Section 88003, to replace any unit member who is temporarily absent from duty.

2. If the District is engaged in recruiting a permanent employee to fill a vacancy in a unit position, the District may fill the vacancy through the employment, for not more than ninety (90) calendar days, of one or more substitute employees. After consultation with PCC-CFT, the District may extend the ninety (90)-day period, in no more than sixty (60)-day increments, up to a total of seven (7) months.
3. Substitute employees, employed and paid for less than 75 percent of a fiscal year, shall not be a part of the classified service.

C. Short-term employees. The District may employ a short-term employee, pursuant to Education Code 88003, to perform a service for the District, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. Short-term employees, employed and paid for less than seventy-five (75) percent of a fiscal year, shall not be a part of the classified service.

D. Bargaining unit work. All duties falling within job classifications outlined in this collective bargaining agreement will be performed by PCC-CFT unit members only, excluding those hired under section, 15.8 B (Substitute Employees) and 15.8 C (Short-term Employees) above.

#### 15.9 Reclassification.

A. Definition. Reclassification means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position during the past year.

B. Eligibility. Employees who were approved for and subsequently moved into a higher classification may not apply for reclassification again for a minimum of one year. Employees who were recommended for approval for a

reclassification but not moved into a higher classification and/or pay for any reason may reapply for reclassification.

- C. Request Procedure. An employee may initiate a position review by completing forms provided by the Office of Human Resources. The employee shall submit the completed form to their immediate supervisor, who will review and discuss the review request with the employee before submitting the form to the Office of Human Resources.
- D. Notification. If a request is denied, the employee will be notified in writing with specific reasons given for the denial. An employee whose request is denied may request a conference with the Director, Human Resources to clarify any unanswered questions or PCC-CFT issues.
- E. Time Line. Classification reviews will take place in the spring of each year. The office of Human Resources will notify employees of the impending reviews on approximately January 1 of each year. Reclassification applications must be completed and submitted to the immediate supervisor for review and discussion by approximately March 1
- F. Effective Date. Approved reclassification will go into effect July 1. The affected employee's Step Increase Date shall not change.
- G. District-initiated Reclassification. In the event of a District-initiated reclassification, the effected employee(s) shall have full opportunity to submit a detailed description of their current duties and responsibilities before any final decision is made.
- H. Annually, during the month of January or February, the District may offer interested employees a workshop to explain the position review process and to answer employee's questions about the process.

15.10 Classified Employees with Academic Adjunct Assignments.

- A. PCC-CFT unit members may accept teaching assignments outside of their normal

working hours. Additionally, all activities related to an adjunct assignment will be conducted outside the unit member's scheduled working hours.

- B. Unit members accepting adjunct assignments will not be considered for faculty seniority and/or reemployment priority.
- C. Pay for the teaching assignment will be at the blended hourly rate of pay for all hours worked over 40 hours per week. For classified employees who are 10- and 11-month employees who teach during their off periods, there is no blended hourly rate of pay.

16.1 Definition. The term “evaluation” as used in this Article means a formal written evaluation on the District PCC-CFT Performance Evaluation form (Appendix F).

16.2 Frequency.

A. Probationary Unit Members

Unit members hired on or after July 1, 2022 shall serve a probationary period of six (6) months. The District shall evaluate all probationary unit members at the end of the second (2<sup>nd</sup>) and fifth (5<sup>th</sup>) month of employment.

Any subsequent probationary period due to appointment to a higher classification shall be six (6) months from the date of appointment. In the latter case, the District shall evaluate employees at the end of the second (2<sup>nd</sup>) and fifth (5<sup>th</sup>) month of employment.

B. Permanent Unit Members

Following completion of any applicable probationary period, the District shall evaluate all permanent unit members once each year. The evaluation period shall be on a fiscal year basis with the last day of the evaluation period being June 30<sup>th</sup>. If a permanent unit member receives an overall evaluation of failure to meet expectations or needs improvement in performance, the District shall evaluate him or her at the frequency of a unit member who just completed any applicable probationary period above.

16.3 Evaluator. The evaluator shall be the unit member’s immediate supervisor, unless otherwise designated by the District.

16.4 Procedure.

A. In a timely manner, and prior to the initial evaluation, the evaluating supervisor shall meet with a new employee to discuss, clarify, and complete the duties and standards sections of the District PCC-CFT Performance Evaluation form. Supervisor’s comments and ratings sections shall not be completed until the initial

evaluation takes place.

- B. The employee evaluation shall include a discussion between the employee and the evaluator concerning all areas of the employee's work performance covered in the evaluation form. Supervisor's comments and ratings shall be given at this time. No evaluation form of a unit member shall be placed in the unit member's personnel file without this discussion having occurred.
- C. Any areas in which the employee's performance does not meet agreed-upon District standards will be discussed, and goals for improved performance, and a time line for such improvement, will be set. Any disciplinary action taken against a permanent employee based on the contents of an evaluation shall not be initiated until the employee has had the opportunity to meet these goals.
- D. The evaluation form shall be signed by the evaluator and the unit member. The unit member's signature signifies only that the unit member has read and discussed the document with the evaluator, has been given a copy, and has been given the opportunity of attaching a written response which shall become part of the permanent record. A unit member has ten (10) working days to file a written response to their evaluation. A unit member shall have the right to review any evaluation in their personnel file during working hours, provided that such reviews are limited to a reasonable period or periods of time.

16.5 Additional Evaluations. The District retains its prerogative to conduct additional evaluations as it deems necessary. In a case where the employee's performance has not met agreed-upon District standards, an additional unscheduled evaluation may be conducted at a later date, at the discretion of the supervisor or at the request of the employee, as part of the stated goals for improved performance. The supervisor or the employee may request the Office of Human Resources to initiate such an unscheduled evaluation; however, no more than one (1) evaluation shall be conducted in any two (2) month period.

16.6 Unsatisfactory Ratings. In the case of an evaluation in which an area or areas of the



employee's performance has not met agreed-upon standards, and where agreed-upon goals for improved performance have not been met, the results may be the postponement of the step increase and/or the service increment. In such cases, this denial may be appealed to the appropriate administrator, whose decision shall be final. If the employee subsequently believes that the concerns of the supervisor have been corrected, the employee or the supervisor may request the Office of Human Resources to initiate an unscheduled evaluation, as described in 16.5 above.

- 16.7 Grievance. The substance of any evaluation, including the observations, opinions, and conclusions of the evaluator, shall not be subject to the grievance procedures. The procedure as provided herein shall be subject to grievance.

**PERSONNEL FILES**

17.1 Permanent/Official Personnel File. The permanent/official personnel file of each unit member shall be maintained in the Human Resources Office. No disciplinary action based upon written materials shall be taken against a unit member unless such written materials are included in the unit member's personnel file, and the member has had written notice within five (5) working days of the inclusion of these materials in the file.

17.2 Materials in File. Materials in the permanent/official personnel file of each unit member, which may serve as a basis for affecting the status of the unit member's employment, are to be made available for the inspection of the person involved. Such materials are not to include ratings, reports, or records which were:

- A. Obtained prior to the employment of the person involved.
- B. Prepared by identifiable examination committee members.
- C. Obtained in connection with a promotional examination.

Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services in the District.

17.3 Derogatory Material. Information of a derogatory nature, except for information listed in the three (3) numbered phrases in the paragraph immediately above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. Such notice shall allow five (5) unit member's regularly scheduled workdays for review and comment. A unit member shall have the right to enter and have attached to any such derogatory information their comments thereon. After the effective date of this Agreement, all such materials shall contain a reference as to the date(s) it was originally prepared and the name of the individual who determined that it should be filed. Review of any derogatory information may take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

17.4 Disagreement. If a unit member disagrees with materials or the contents of the materials to be placed in the unit member's permanent/official personnel file, the unit member may

prepare a written statement to be attached. Said written statement shall be filed within five (5) days of the unit member's regularly scheduled workdays following official notification.

- 17.5 Copies. A unit member may obtain a copy of materials in their permanent/official personnel file, except for the information listed in 17.2.A., 17.2.B., and 17.2.C.
- 17.6 PCC-CFT Review of File. Upon written authorization of the unit member, a PCC-CFT representative may review the unit member's permanent/official personnel file or accompany the unit member in a review.
- 17.7 Access to File. Material in a permanent/official personnel file shall be considered as Confidential, except for individuals authorized by the District on a need-to-know basis.
- 17.8 Anonymous Material. Anonymous derogatory information shall not be placed in an employee's permanent/official personnel file.

18.1 Definitions.

- A. Grievance. A "grievance" is a formal written allegation by a bargaining unit member who has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in Board Policies or Procedures adopted by the Superintendent-President or their designee, must be undertaken under separate legal processes. No grievance shall be processed through the Grievance Procedure by a grievant who simultaneously pursues any other available legal remedy with any agency or judicial body that accepts jurisdiction, unless agreed to by the District. If such an agency or judicial body does not accept jurisdiction, the time limit for filing a grievance runs from the date of the order rejecting jurisdiction and is as set forth below in Section 18.3.B.1 plus five additional calendar days.
- B. Grievant. A "grievant" is a member of the bargaining unit. PCC-CFT may be a grievant concerning alleged violations of the Articles entitled Recognition, Dues Deduction and Organizational Security, PCC-CFT Rights, Statutory Changes, Grievance Procedure, and Duration of Agreement.
- C. Day. "Day" means calendar days.
- D. Immediate Supervisor. The "immediate supervisor" is the lowest level manager having immediate jurisdiction over the grievant who has been granted authority by the Superintendent-President to adjust grievances.

18.2 Informal Level.

It is understood and agreed that most problems that might otherwise give rise to grievances can be resolved by an informal, one-on-one discussion between the affected employee and that employee's immediate supervisor, and it is the intent of the parties that the grievance procedure set forth below not be utilized until reasonable attempts have been made, in all appropriate cases, to resolve problems by such informal discussion. If

informal discussion is not successful in resolving any complaint, misunderstanding, or dispute as to the interpretation or application of this Agreement, a formal written grievance may be processed in the following manner. This process is separate and independent from the Formal Levels described below and shall not relieve the grievant from filing a timely grievance as set forth in Section 18.3 below.

18.3 Formal Levels.

- A. A grievant may be represented at all formal steps of the Grievance Procedures by a PCC-CFT designated representative.
- B. Step 1
  - 1. Within thirty (30) calendar days after the occurrence of the act or omission, or within thirty (30) calendar days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance, the grievant must present such grievance in writing on the Grievance Report Form appearing in Appendix C to the Office of Human Resources. The Office of Human Resources will be responsible for distributing the grievance to the appropriate persons in College Administration and to PCC-CFT.
  - 2. This statement of the grievance shall identify the specific provision of this Agreement allegedly violated and the circumstances giving rise to the grievance, the fact that the informal level under Section 18.2 occurred and was not successful, and the specific remedy sought.
  - 3. Within the above time limits, a personal conference will be held if requested in writing by the grievant or the immediate supervisor.
    - a. The immediate supervisor shall communicate a decision to the employee in writing within fifteen (15) calendar days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next Step.

C. Step 2

1. In the event the grievant is not satisfied with the decision at Step 1, the grievant may appeal the decision. The appeal must be made in writing on the appropriate form appearing in Appendix C and submitted to the appropriate Assistant Superintendent within fifteen (15) calendar days.
2. The appeal must include a copy of the original grievance, the decision rendered in Step 1, and the grievant's statement of the reasons for the appeal.
3. Either the grievant or the appropriate Assistant Superintendent or designee may request a personal conference within the above time limits. If either the grievant or the appropriate Assistant Superintendent or designee requests a personal conference, there shall be a personal conference on the grievance. If the appropriate Assistant Superintendent or designee does not respond within the time limits, the grievant may appeal to the next step.
4. The appropriate Assistant Superintendent or designee shall communicate a decision within fifteen (15) days after receiving the appeal.

D. Step 3

1. In the event the grievant is not satisfied with the decision at step 2, the grievant may appeal the decision on the appropriate form to the Superintendent-President within fifteen (15) calendar days.
2. The statement must include a copy of the original grievance, the decisions rendered at Steps 1 and 2 and statement of the reasons for the appeal.
3. Either the grievant or the Superintendent-President or designee may request a personal conference within the above time limits. If the Superintendent-President selects a designee, the designee shall not be an individual who has handled Step 1 or Step 2. If either the grievant or the Superintendent-President or designee requests a personal conference,

there shall be a personal conference on the grievance. If the Superintendent-President or designee does not respond within the time limits, the grievant may appeal to the next Step.

4. The Superintendent-President or designee shall communicate a decision within fifteen (15) calendar days after receiving the appeal.

E. Step 4

1. In the event that the grievant is not satisfied with the decision at Step 3, PCC-CFT may request to the Superintendent-President that the grievance be submitted to a neutral arbitrator. The individual grievant may not request arbitration; the right to request arbitration belongs to PCC-CFT. Such request must be in writing, filed within fifteen (15) days of the written decision at Step 3. Within fifteen (15) days after the written request is made, PCC-CFT shall request a list of arbitrators from the American Arbitration Association. All lists from the AAA shall contain only names of neutrals who are members of the National Academy of Arbitrators and who have issued at least eight (8) arbitration decisions since 1981 involving public school employers in California.
2. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted, and will determine a settlement which will resolve the grievance. The arbitrator shall be subject to the following limitations:
  - a. The arbitrator shall have no power to add to, alter, subtract from, disregard, change, or modify any terms of this Agreement but shall determine only whether or not there has been a violation of this Agreement as complained of by the grievant.
  - b. The arbitrator shall have no power to establish salary structures.

- c. The award of the arbitrator shall be based solely upon the evidence and arguments presented to him/her in the presence of the parties, and upon any post-hearing briefs of the parties.
- d. The arbitrator shall not consider any issue raised by the grievant unless it was known by the District in an earlier step of the Grievance Procedures. If the District claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, such a claim shall, at the option of the District and upon reasonable notice, be heard and promptly ruled upon by the arbitrator prior to any hearing on the merits of the grievance. Upon the request of either party, there shall be a suitable stay/continuance between such a ruling and any further proceedings which may be necessary. The District may forego the above preliminary motion procedure and have such a claim heard and ruled upon at the hearing prior to the receipt of evidence on the merits, but the District shall notify PCC-CFT prior to any hearing concerning any issue of arbitrability.
- e. The award of the arbitrator shall be binding on the grievant, PCC-CFT, and the District.
- f. The arbitrator shall have no power to render a recommended settlement on a grievance filed before twenty (20) days after the effective date of this Agreement or after the termination of this Agreement.
- g. All fees and expenses of the arbitrator shall be shared equally by the District and PCC-CFT. The District shall only bear its own expense. All other costs will be borne by the party incurring them.



18.4 Miscellaneous.

- A. No grievant shall use the Grievance Procedure to appeal any decision of the District or its representatives if such decision is pursuant to any order of or consent agreement with any state or federal court, regulatory commission, or agency.
- B. For purposes of efficiency, the District or PCC-CFT may consolidate grievances involving similar issues. If the grievant introduces new evidence at any Step in the Grievance Procedure, the District may require that the grievance be returned to the prior Step.
- C. Grievances shall be filed and processed on Grievance Report Forms attached to this Agreement (Appendix C).
- D. When computing time limits provided for at each level of the Grievance Procedure, the date of the occurrence is not counted, except as provided in this Article, Section 18.1.A. Time limits may be extended or shortened only by mutual agreement in writing.
- E. The District shall not take reprisals against any member of the bargaining unit because such member filed a grievance or participated in the processing of a grievance.
- F. Any member of the bargaining unit may have their grievances adjusted, without the intervention of the exclusive representative, as long as the adjustment is reached prior to arbitration and is not inconsistent with the terms of the Agreement. With respect to Section 18.3 Formal Levels, the District shall not agree to a resolution of the grievance until PCC-CFT has received a copy of the grievance and the proposed resolution and has been given the opportunity to consent or object.
- G. All grievance forms and any attachments thereto shall be filed in a grievance file separate from the permanent personnel file.

**DISCIPLINARY ACTION**

19.1 Probationary Employees.

A. During the initial period, an employee is subject to discipline, discharge, or demotion without cause or notice at the sole discretion of the District.

B. During any subsequent probationary period, an employee is subject to discipline without cause and without the rights to due process as indicated in this Article for the following reason only:

1. Deficiencies in the employee's work performance and/or failure to meet District standards set forth in that employee's PCC-CFT Performance Evaluation form.

2. The type of discipline shall be limited to demotion to a position within the employee's prior salary range. For a minimum of 90 days of that subsequent probationary period, the employee shall have the right to be returned to the same position which they formerly held. Otherwise, employees in a subsequent probationary period are subject to discipline, discharge, or demotion only for cause and with the rights to due process as indicated in this Article.

19.2 Permanent Employees. Permanent employees may be discharged or disciplined for cause and with rights to due process, as specified in this Article. In some cases, an employee's misconduct may result in either verbal or written warnings, followed by suspension or discharge if repeated. A second reprimand for the same misconduct must be in writing.

19.3 Causes. One or more of the following causes may be grounds for suspension, demotion, or dismissal of any person in the classified service:

A. Incompetence or inefficiency in the performance of the duties of their position.

B. Insubordination.

C. Carelessness or negligence in the performance of duty or in the care or use

of District property.

- D. Discourteous, offensive, or abusive conduct or language, including sexual harassment, toward other employees, students or the public.
- E. Dishonesty, including, but not limited to:
  - 1. Falsification of any information provided to the District, or of any other District records.
  - 2. Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any members of the public.
- F. Use or possession of intoxicants or illegal drugs while on duty, or off-duty use which impedes work performance.
- G. Conduct unbecoming an employee of the District, which has a job-related effect.
- H. Engaging in political activity during assigned hours of employment.
- I. Conviction of any crime involving moral turpitude.
- J. Arrest and conviction for sex offense as defined in Education Code 87010.
- K. Repeated and unexcused absence or tardiness.
- L. Abuse of leave privileges.
- M. Persistent violation of or refusal to obey applicable safety rules or regulations.
- N. Willful or persistent violation of the Education Code or rules of the Governing Board.
- O. Abandonment of position.

19.4 Disciplinary Procedures. The disciplinary procedure set forth below shall apply to major disciplinary action, including discharge, suspension, or demotion, taken against unit employees as defined in 19.1 and 19.2 above.

19.5 Informal Hearing Prior to Disciplinary Action.

- A. Notice. Prior to imposing major disciplinary action, the District will provide the employee with a written notice of proposed action, the specific charges or materials on which the action is based, and the reasons for the proposed action. The written notice will also advise the employee of an informal hearing date and time on the proposed action which shall be no less than seven (7) business days after service of the written notice. An employee's failure to attend the informal hearing or submit a written response by the date the hearing would have occurred shall constitute a waiver of the right to a hearing before the initial imposition of disciplinary action.
- B. Informal Hearing. The informal hearing officer shall be authorized to recommend what final decision should be made. Any response by the employee shall be fully and fairly communicated to the Superintendent-President as appropriate who makes the final recommendation to the Board of Trustees regarding the proposed action. Within seven (7) calendar days after the employee's response is heard, the employee shall be advised in writing of the District's decision and its effective date.
- C. PCC-CFT Representation. Upon the employee's request, the employee shall have the right to have one PCC-CFT representative present at the hearing.
- D. Decision. When the employee is advised of the District's decision and its effective date, the employee shall also be advised of their right to obtain a formal hearing before a review panel. If the employee desires such a hearing, the employee must submit a written request within seven (7) business days after receiving notification of the District's decision. The employee's request shall be submitted on a form provided by the District to the Office of Human Resources. The formal hearing may, but need not, occur prior to initial imposition of discipline.

19.6. Formal Hearing.

- A. Composition of the Review Panel. The review panel shall consist of three (3) members, one (1) to be selected by the Superintendent-President or their designee, one (1) to be selected by the employee, and one (1) to be selected by the two (2) review panel members as designated above. In the event the two (2) review panel members cannot reach agreement on the third review panel member to be selected within seven (7) business days, the State Mediation and Conciliation Service will be asked to appoint the third member. This expense shall be borne by the District. The third member of the review panel will chair all meetings of the panel. The review panel shall set the time for the hearing on the matter and shall give the employee at least ten (10) business days' notice in writing of the date and place of the hearing.
- B. Rights of Parties Before Review Panel. The employee shall attend any hearing unless excused by the review panel. The employee and the District shall be entitled to the following rights at the hearing:
1. To be represented by counsel or any other person at the hearing. The name of the employee's representative shall be given in writing to the Office of Human Resources at least five (5) business days in advance of the scheduled hearing so that a folder of the formal exhibits can be prepared for the representative.
  2. The formal exhibits shall consist of notice of proposed action, the employee's initial request for a hearing (if any), the District's written decision, and the employee's request. The folder of formal exhibits shall be given to the employee's representative at least two (2) business days before the scheduled hearing.
  3. To testify under oath.
  4. To compel the attendance of other employees of the District to testify without loss of compensation. To arrange for attendance during work hours.

5. The names of such employees must be provided to the Office of Human Resources no later than three (3) business days before the scheduled hearing.
  6. To cross-examine all witnesses and all employees of the District whose reports are offered in evidence before the review panel.
  7. To impeach any witness.
  8. To present such affidavits, exhibits and other evidence as the review panel deems pertinent to the inquiry.
  9. To argue the case.
  10. To have a closed hearing.
- C. Procedures for Hearing Before Review Panel. The review panel hearing shall be conducted in the manner most conducive to determination of the truth, and neither the District nor the review panel shall be bound by technical rules of evidence. The review panel shall determine the relevancy, weight, and credibility of the testimony and evidence. At the review panel's discretion, irrelevant and repetitious evidence may be excluded. The burden of proof shall be on the District.
1. Each party will be permitted an opening statement, with the District or its designated representative opening first. The District and its designated representative shall present its witnesses and evidence to sustain its charges, and the employee will then present witnesses and evidence in defense. Each party will be allowed to cross-examine witnesses.
  2. The review panel may exclude witnesses not under examination except the employee and the party attempting to substantiate the charges against the employee and their respective counsel or representative.
- D. Findings and Recommendations of Review Panel. The review panel shall deliberate on its decision in closed session excluding all persons other than members of the review panel. The review panel shall issue its findings and

recommendations within five (5) business days after the conclusion of the hearing. The review panel may sustain or reject any or all of the charges filed against the employee, and may recommend modifications of the disciplinary action proposed by the District. The findings and recommendations of the review panel shall be served on all parties and their designated representatives.

- E. Post-hearing Procedure. The Superintendent-President shall review the findings and recommendations submitted by the review panel and make a final recommendation to the Board of Trustees. The Superintendent-President's recommendation may not contain a penalty greater than that proffered in the original charges. The Superintendent-President shall notify the affected employee and their designated representative of the Superintendent-President's recommendation no later than five (5) business days prior to the meeting of the Board of Trustees at which the matter will be considered.

The Board of Trustees shall make a final decision within thirty (30) days after said meeting. The Board of Trustees shall not impose a penalty greater than that proffered in the original charges. In the event that the Board of Trustees makes a final decision to modify or reverse the initial action taken by the District, and the discipline has already been imposed, the employee shall be entitled to such make-whole relief as the Board of Trustees deems appropriate. Notice of the Board's decision shall be mailed to the employee and their counsel or other representative.

**LAYOFF AND REEMPLOYMENT**

20.1 Reason for Layoff. Bargaining unit members shall be subject to layoff for lack of work and/or lack of funds.

20.2 Notice of Layoff. Upon the decision of the District to reduce the number of bargaining unit employee(s) in the classified service of the District, the District shall send written notice of layoff to the affected employee(s) as follows:

20.2.1 When classified positions must be eliminated as a result of the expiration of a specially funded program, the District shall notify the affected employee(s) in writing no later than sixty (60) days prior to any anticipated layoffs.

20.2.2 When classified positions must be eliminated due to a reduction in services or lack of funds other than those of a specially funded program, the Superintendent shall notify the affected employee(s) and Board of Trustees in writing not later than March 15th of the fiscal year. The layoff shall proceed in accordance with Education Code Section 88017.

20.2.3 Notice of termination shall be given on or before May 15th of the fiscal year with final notice of the Board's determination, unless extended by a continuance. The layoff shall be effective the last workday for that position of the fiscal year. If the governing board of the community college does not give notice of termination as required by law, a permanent employee shall be deemed reemployed for the ensuing fiscal year.

This notice of layoff shall be sent by certified mail, return receipt requested, or delivered in person to the affected bargaining unit employee(s) by the District. Affected bargaining unit employee(s) shall be informed of the reason for layoff, his/her hearing rights, displacement rights, if any, and reemployment rights. PCC-CFT shall receive the name and classification of the employee(s) designated for layoff.

20.3 Order of Layoff.

A. The District shall determine the specific positions to be discontinued.



- B. The order of layoff of unit employees shall be determined by length of service. The employee who has been employed the shortest time in the affected classification, including time employed in a higher classification, if applicable, shall be laid off first providing that person has completed the probationary period for the position currently held. Restricted (specially funded) classified employees shall be laid off before any regular bargaining unit employee holding the same or similar classifications.
- C. For purposes of this section, "length of service" means date of employment in the regular classified service. Seniority within a classification shall be calculated by length of service within a classification, or higher classification in which the employee is serving or has served. For the purpose of this section, a higher classification is any classification in a higher salary range. A unit member who is involuntarily transferred laterally to a new classification shall retain seniority in the prior classification. A unit member who is voluntarily transferred laterally and/or voluntarily demoted to a new classification shall receive seniority in the new classification.
- 20.4 Bumping Rights. Bargaining unit employees who are subject to layoff shall exercise bumping rights into any position, within a current or previously held classification, providing they meet minimum qualifications and providing that the classification in which they are bumping is equal or lower than that classification in which the employee has served.
- 20.5 Optional Transfer in Lieu of Layoff. Bargaining unit employees may be transferred to vacant classifications in lieu of layoff providing they are qualified or can be trained to be qualified to fill the vacancy.
- 20.6 Layoff in Lieu of Bumping. A unit member may elect layoff in lieu of bumping rights and maintain his/her reemployment rights under this Agreement.
- 20.7 Equal Seniority. If two (2) or more unit employees subject to layoff have equal seniority within the classifications, priority shall be given to the unit employee with greater overall District seniority; if that be equal, determination shall be made by lot.
- 20.8 Voluntary Demotion or Voluntary Reduction in Hours. A unit employee who takes voluntary

demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in his/her former classification or to a position with increased assigned time as vacancies become available, and with no time limit, except that he/she shall be ranked in accordance with his/her seniority on any valid reemployment list. The salary of a unit member taking a voluntary demotion shall be the lesser of his/her old salary or the highest step of the new range.

20.9 Reemployment Procedures.

- A. A unit employee who is laid off shall be placed on a thirty-nine (39) month reemployment list. The unit employee shall be required to maintain his/her current address on file with the Office of Human Resources.
- B. If, during a unit employee's eligibility period of reemployment, a classification becomes vacant to which the employee has a return privilege, the District shall send written notice offering reemployment by certified mail, return receipt requested, or telegram to the last known address of such unit employee(s). A copy of this written notice shall be sent to PCC-CFT.
- C. A unit employee who receives such notice of reemployment and fails to respond in writing within ten (10) working days shall be deemed to have rejected the offer of reemployment.
- D. If the unit employee in a layoff status accepts the position being offered, the unit employee shall have up to thirty (30) calendar days from the postmark date of the notice to report to work. This does not preclude a unit employee from returning to work in fewer than thirty (30) calendar days. Failure to report to work within the thirty (30) calendar days shall be considered a rejection of the offer of reemployment.
- E. A unit member rejecting an offer of employment under the conditions set forth in C and D above, on three (3) occasions, shall have his/her name permanently removed from the reemployment list.
- F. A unit employee reemployed after being laid off shall be fully restored to his/her

classification with all rights to permanent status. Service credit and benefits shall not accrue during the period of layoff.

20.10 Reemployment. Unit employees shall be reemployed in the highest-rated job classification available in accordance with their classification seniority. Unit members, in order to be appointed to a lower position, must be qualified for that position. Unit employees who accept a position lower than their highest classification shall retain their original thirty-nine (39) month rights to the highest paid position.

20.11 The Parties agree to meet and negotiate the impact of such layoff on those matters within the scope of representation.

20.12 Neither terminations for cause nor decisions not to continue employment of probationary PCC-CFT members as provided by Education Code section 88013 are considered layoffs.

**SAFETY CONDITIONS OF EMPLOYMENT**

- 21.1 As evidence of its commitment to the health and safety of its employees, the District shall furnish a place of employment which is safe for members of the bargaining unit and will comply with all applicable health, safety, and sanitation requirements imposed by local, state, or federal laws or regulations.
- 21.2 The District shall not require any member of the bargaining unit to be in a place of employment which is not safe. When an unsafe condition is believed to exist, unless it is an actual or imminent danger or emergency, the employee should not leave their work station without authorization from the immediate supervisor.
- 21.3 No employee shall be in any way discriminated against or face any reprisals as a result of reporting any condition believed to be in violation of applicable local, state, or federal health, safety, or sanitation requirement.
- 21.4 The District shall allow for PCC-CFT representation on any College-wide committee appointed by the Superintendent-President for the purpose of developing and promulgating safety rules or safety programs which may significantly affect unit members. Unit members on such a committee shall be allowed release time to attend committee meetings.
- 21.5 It is understood that all employees have the responsibility to safeguard their personal possessions. Upon the request of a bargaining unit member, the District will make a good faith effort to provide that employee with a secure place in or near their work station to store, during each work day, those personal possessions an employee would normally and reasonably find necessary to bring with them on a daily basis. The possessions for which accommodation will be made are briefcases, purses, eyeglasses, watches, or articles of clothing necessarily worn by the employee.

Article 22

**MISCELLANEOUS PROVISIONS**

22.1 This Agreement shall supersede any policies and practices of the District which are inconsistent with the specific and express terms of this Agreement.

22.2 The specific and express terms of this Agreement shall not be implemented by the District in a manner which is arbitrary or capricious.

**NO CONCERTED REFUSALS TO WORK**

23.1 The parties and all employees covered by this Agreement understand and fully agree that the primary mission of the District is the education of students and that any form of concerted activity, work stoppage, or other deliberate interference with the operations of the District is inconsistent with the mission of the District and potentially harmful to the students being educated within the District. Accordingly, PCC-CFT, its agents and the employees it represents agree that there shall be no strike, work stoppage, slowdown, or any other concerted interference with operations, or any picketing, or any refusal to enter upon any District premises for any reason whatever during the term of this Agreement.

23.2 PCC-CFT recognizes and agrees that it has a duty and obligation to the District and to the students being educated within the District to actively and affirmatively advise and direct any employee engaging in any form of concerted activity or advocating any form of concerted activity to immediately cease such action.

23.3 Any employee who participates in any activity prohibited by this Article shall be subject to immediate discharge or such discipline as the District shall determine.

23.4 If PCC-CFT or any of its agents or the employees represented by it engage in, cause, instigate, encourage, condone, or ratify any strike, work stoppage, or any other form of concerted interference with the operations of the District, picketing, or refusal by employees to enter upon the District's premises, the District may, in its discretion, suspend and withdraw any and all privileges and/or services provided to PCC-CFT by this Agreement or by any District policy, rule or regulation.

The inclusion of this Article in this Agreement shall in no way be deemed to preclude or stop the District from seeking any form of legal relief to which it may be entitled during the term of this Agreement or at any other time.

Article 24

**EFFECTS OF AGREEMENT**

- 24.1 The District and PCC-CFT mutually agree that the terms and conditions set forth in the Articles and provisions of this Agreement represent the full and complete understanding and commitment between the parties which may not be altered, changed, added to, deleted from, or modified unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement.
- 24.2 The District and PCC-CFT also mutually agree that this Agreement shall be in full settlement of all issues which were, could have been, or may be the subject of meeting and negotiating. It is further agreed that none of such issues shall be subject to meeting and negotiating during the terms of this Agreement unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement. The District has the right to act on any matter during the term of this Agreement as long as any action is not in violation of this Agreement.
- 24.3 The District and PCC-CFT hereby clearly and unequivocally waive their rights to meet and negotiate during the term of this Agreement unless otherwise expressly stated in this Agreement.
- 24.4 Any policies and practices of the District in conflict with or inconsistent with the specific and express terms of this Agreement may be deleted by the District. The District may amend, change, delete, or adopt policies and practices as long as those policies and practices do not violate specific and express terms of the Agreement.

Article 25

**STATUTORY CHANGES**

25.1 If there is a change in a state or federal statute after the ratification of this Agreement which results in direct conflict with any specific and express terms of this Agreement, either party may demand to negotiate a replacement.



Article 26

**SAVINGS**

26.1 If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, said provision shall be deleted from the Agreement, but all other provisions shall continue in full force and effect for the duration of this Agreement. Upon the demand by either party, the parties will meet and negotiate over a replacement provision for the deleted provision.


Article 27

**DURATION OF AGREEMENT**


27.1 The Agreement will be in effect from July 1, 2023 through June 30, 2026.

Dated: December 13, 2023

PASADENA AREA COMMUNITY  
COLLEGE DISTRICT

By:   
[Robert Blizinski \(Jan 3, 2024 09:11 PST\)](#)  
Robert S. Blizinski, Assistant  
Superintendent/Vice President, Human  
Resources


By:   
Brian Cummins, District Negotiations Team


By:   
[Lola Ali \(Jan 2, 2024 16:30 PST\)](#)  
Lola Ali, District Negotiations Team


By:   
Cristina Zamora, District Negotiations Team

Dated: December 13, 2023

PASADENA CITY COLLEGE CALIFORNIA  
FEDERATION OF TEACHERS LOCAL  
6525 (PCC-CFT)

By:   
[Anna Davis \(Jan 3, 2024 08:47 PST\)](#)  
Anna Davis, PCC-CFT Secretary

By:   
[Gary Potts \(Jan 5, 2024 07:11 PST\)](#)  
Gary Potts, PCC-CFT Representative 1

By:   
[Ahrien T. Johnson \(Jan 8, 2024 12:39 PST\)](#)  
Ahrien T. Johnson, CFT Field  
Representative

**APPENDIX A**



**Pasadena Area Community College District**  
 Official Classified Monthly Salary Schedule  
 Effective July 1, 2023  
**PASADENA CITY COLLEGE**  
**CALIFORNIA FEDERATION OF TEACHERS LOCAL 6525**

**LISTED BY RANGE**

<b>RANGE</b>	<b>CLASSIFICATION</b>
28	Clerk
30	Cashier
30	Data Control Clerk I
30	Department Laboratory Aide
30	Information Clerk
31	Bookstore Stock Clerk
32	Account Clerk
32	Admissions and Records Clerk I
32	Admissions Clerk I
32	Assessment/Research Clerk
32	Child Development Assistant
32	Intermediate Clerk I
32	Library Technician I
32	Office Services Technician
32	Registration Clerk I
32	Student Affairs Assistant
33	Athletic Equipment Attendant*
33	Office Services Assistant I
34	Bookstore Clerk
34	Data Control Clerk II
34	Financial Aid Technician I
34	High Tech Center Technician
34	Testing Services Assistant
35	Child Development Specialist
35	Cosmetology Technical Assistant
35	Instructional Materials Assistant
35	Library Technician II
36	Admissions and Records Clerk II
36	Admissions Clerk II
36	Data Control Clerk III
36	Department Laboratory Technician I
36	Financial Aid Technician II
36	Intermediate Clerk II
36	Key Control Clerk
36	Learning Assistance Center Assistant I
36	Office Services Assistant II
36	Publications Assistant
36	Purchasing Clerk
36	Registration Clerk II

**LISTED BY CLASSIFICATION**

<b>RANGE</b>	<b>CLASSIFICATION</b>
32	Account Clerk
46	Accountant
59	Accounting Officer
39	Accounting Technician
43	Administrative Assistant I
45	Administrative Assistant II
49	Administrative Assistant III
43	Admission and Records Assistant
32	Admissions and Records Clerk I
36	Admissions and Records Clerk II
37	Admissions and Records Clerk II/Translator
38	Admissions and Records Clerk II/Veterans
40	Admissions and Records Clerk III
40	Admissions and Records Clerk III/Veterans
32	Admissions Clerk I
36	Admissions Clerk II
39	Admissions Clerk III
49	Alternate Media Specialist
58	Applications Support Specialist
37	Assessment Services Clerk
32	Assessment/Research Clerk
42	Assistant Buyer
42	Assistant Buyer/Fixed Assets
57	Assistant Chief Engineer
67	Assistant to the President/Community Relations*
40	Assistant, Counseling and Curriculum Liaison
49	Assistive Technology Specialist
42	Athletic Eligibility Technician
33	Athletic Equipment Attendant*
50	Athletic Trainer*
57	Audio/Video Production Specialist
39	Audiovisual Clerical Assistant
45	Benefits Technician
47	Black Student Equity & Success Coordinator
34	Bookstore Clerk
31	Bookstore Stock Clerk
61	Business Analyst
39	Business Analyst Aid
57	Business Analyst Specialist

## APPENDIX A

### LISTED BY RANGE

<u>RANGE</u>	<u>CLASSIFICATION</u>
36	Senior Cashier
36	Shipping and Receiving Clerk
36	Student Affairs Bookkeeper & Clerk
36	Student Employment Technician
37	Admissions and Records Clerk II/Translator
37	Assessment Services Clerk
38	Admissions and Records Clerk II/Veterans
38	Community Education Schedule Technician
38	Data Controller I
38	Department Laboratory Technician II
38	Enrollment Management Technician
38	Health Services Assistant
38	Intermediate Clerk II/Translator
38	Library Technician III
38	Reprographics Technician
38	Senior Account Clerk I
38	Senior Office Services Assistant
38	Student Placement Interviewer
39	Accounting Technician
39	Admissions Clerk III
39	Audiovisual Clerical Assistant
39	Business Analyst Aid
39	Campus Use Specialist
39	Data Controller II
39	Financial Aid Intake Specialist
39	Grants Technical Assistant
39	Human Resources Technician I
39	Learning Assistance Center Assistant II
39	Registration Clerk III
39	Senior Clerk
39	Senior Purchasing Clerk
40	Admissions and Records Clerk III
40	Admissions and Records Clerk III/Veterans
40	Assistant, Counseling and Curriculum Liaison
40	Department Laboratory Technician III
40	Flea Market/Auxiliary Coordinator*
40	Instructional Television Operations Coordinator
40	Lead Shipping/Receiving Clerk

### LISTED BY CLASSIFICATION

<u>RANGE</u>	<u>CLASSIFICATION</u>
48	Buyer
42	Buyer/Senior Cashier
50	CalWORKs Specialist
39	Campus Use Specialist
42	Career and Technical Education Assistant
43	Career Center Assistant
30	Cashier
47	Center Coordinator, Athletic Zone
47	Center Coordinator, Foster Youth
47	Center Coordinator, Student Equity
49	Center Technician
32	Child Development Assistant
35	Child Development Specialist
28	Clerk
38	Community Education Schedule Technician
43	Computer Operator
46	Computer Support Technician
54	Computer Technical Support Specialist
49	Computer/Network Hardware Specialist
46	Computerized Aided Drafted (CAD) Technician
61	Computing Services Technical Support Specialist
52	Contract Specialist
47	Coordinator, Cross Cultural Center
35	Cosmetology Technical Assistant
50	Curriculum Catalog Technician
44	D.S.P.S Program Advisor
34	Data Control Clerk II
36	Data Control Clerk III
38	Data Controller I
39	Data Controller II
40	Data Controller III
64	Database Administrator
30	Department Laboratory Aide
36	Department Laboratory Technician I
38	Department Laboratory Technician II
40	Department Laboratory Technician III
53	Digital Audio/Video Production Technician
54	Digital Fabrication Technician
41	Digital Media Technician

## APPENDIX A

### LISTED BY RANGE

<u>RANGE</u>	<u>CLASSIFICATION</u>
40	Lead Student Placement Interviewer
40	Library Technician IV
40	Senior Account Clerk II/Student Financial Services
40	Senior Clerk CalWORKs
40	Senior Production Clerk
41	EOP&S Student Personnel Services Assistant
41	Graphic Artist
41	Information Technology Services Technical Assistant
41	Learning Resources/Distance Learning Assistant
41	Scheduling Technician
41	Senior Clerk/Translator
41	Staff Photographer
41	TLC Program Outreach Assistant
41	Transportation Coordinator
42	Assistant Buyer
42	Assistant Buyer/Fixed Assets
42	Athletic Eligibility Technician
42	Buyer/Senior Cashier
42	Career and Technical Education Assistant
42	Human Resources Assistant
42	Information Technician
42	Lead Reprographics & MTCH
42	Media Services Technician
42	Student Business Services Assistant
43	Administrative Assistant I
43	Admission and Records Assistant
43	Career Center Assistant
43	Computer Operator
43	Financial Aid Data Technician
43	Learning Assistance Center Assistant III
43	Performing Arts Assistant
43	Press Operator
43	Printing Production Pre-Press Lithographer
43	Public Information Assistant*

### LISTED BY CLASSIFICATION

<u>RANGE</u>	<u>CLASSIFICATION</u>
60	Digital Media Video Producer
65	Director, Economic Development*
49	Disabled Student Programs & Services (DSP&S) Accommodations Specialist
61	Distance Education Specialist
61	Distance Education Technologist/Developer
61	Distance Education Web Specialist
46	Educational Advisor
50	Educational Advisor – Foster Care
63	Educational Technology Specialist
54	Electronic and Digital Fabrication Technician
38	Enrollment Management Technician
59	Environmental Health and Safety Specialist
50	EOP&S Financial Aid Assistant
41	EOP&S Student Personnel Services Assistant
46	EOPS, CARE, and Next Up Technician
46	Evaluator
50	Evaluator Specialist
48	Facilities Space Modification Coordinator
43	Financial Aid Data Technician
39	Financial Aid Intake Specialist
46	Financial Aid Interviewer
34	Financial Aid Technician I
36	Financial Aid Technician II
40	Flea Market/Auxiliary Coordinator*
49	Foundation Assistant
47	Foundation Program Coordinator
54	Grants Specialist
39	Grants Technical Assistant
41	Graphic Artist
50	Graphic Designer
38	Health Services Assistant
44	Help Desk Associate
34	High Tech Center Technician
42	Human Resources Assistant
39	Human Resources Technician I

## APPENDIX A

### LISTED BY RANGE

<u>RANGE</u>	<u>CLASSIFICATION</u>
43	Publications Production Artist/Typesetter
44	D.S.P.S Program Advisor
44	Help Desk Associate
44	Human Resources Technician II
45	Administrative Assistant II
45	Benefits Technician
45	Publications Editor
45	Risk Management Services Technician
45	Scheduling Specialist
45	Stage Technician*
45	Stepping Up CAHSEE Coordinator
46	Accountant
46	Computer Support Technician
46	Educational Advisor
46	EOPS, CARE, and Next Up Technician
46	Evaluator
46	Financial Aid Interviewer
46	Internship Developer
46	Job Developer
46	Student Success Coach Leader
46	Veterans Center Specialist
47	Black Student Equity & Success Coordinator
47	Center Coordinator, Athletic Zone
47	Center Coordinator, Foster Youth
47	Center Coordinator, Student Equity
47	Coordinator, Cross Cultural Center
47	Foundation Program Coordinator
47	Lead Interpreter
47	LGBTQIA+ Student Equity & Success Coordinator
47	Program Coordinator, Biotechnology
47	Program Coordinator, Flea Market
47	Program Coordinator, Foundation
47	Program Coordinator, Lancer Pantry
47	Social Media Specialist
48	Buyer
48	Facilities Space Modification Coordinator
49	Administrative Assistant III
49	Alternate Media Specialist
49	Assistive Technology Specialist

### LISTED BY CLASSIFICATION

<u>RANGE</u>	<u>CLASSIFICATION</u>
44	Human Resources Technician II
30	Information Clerk
42	Information Technician
41	Information Technology Services Technical Assistant
59	Instructional Computing Intermediate Programmer/Analyst
56	Instructional DSGNR PROF DVLТ
35	Instructional Materials Assistant
61	Instructional Media Producer
40	Instructional Television Operations Coordinator
32	Intermediate Clerk I
36	Intermediate Clerk II
38	Intermediate Clerk II/Translator
49	Intermediate Network/Hardware Specialist
59	Intermediate Programmer/Analyst
46	Internship Developer
46	Job Developer
36	Key Control Clerk
49	Kindergarten Specialist
58	Lead Computer Support Specialist
47	Lead Interpreter
63	Lead Programmer Analyst
42	Lead Reprographics & MTCH
40	Lead Shipping/Receiving Clerk
40	Lead Student Placement Interviewer
36	Learning Assistance Center Assistant I
39	Learning Assistance Center Assistant II
43	Learning Assistance Center Assistant III
41	Learning Resources/Distance Learning Assistant
47	LGBTQIA+ Student Equity & Success Coordinator
32	Library Technician I
35	Library Technician II
38	Library Technician III
40	Library Technician IV
49	Marketing & Communications Coordinator
53	Media Production Specialist
42	Media Services Technician
52	MESA Specialist
60	Network Administrator

## APPENDIX A

### LISTED BY RANGE

<u>RANGE</u>	<u>CLASSIFICATION</u>
49	Center Technician
49	Computer/Network Hardware Specialist
49	Disabled Student Programs & Services (DSP&S) Accommodations Specialist
49	Foundation Assistant
49	Intermediate Network/Hardware Specialist
49	Kindergarten Specialist
49	Marketing & Communications Coordinator
49	Sports Information Specialist
49	Systems Support Specialist
49	Transfer Specialist
50	Athletic Trainer*
50	CalWORKs Specialist
50	Curriculum Catalog Technician
50	Educational Advisor – Foster Care
50	EOP&S Financial Aid Assistant
50	Evaluator Specialist
50	Graphic Designer
50	Student Affairs Advisor*
50	Student Retention Specialist
51	Network Technician
51	Small Business Development Center (SBDC) Client and Program Coordinator
52	Contract Specialist
52	MESA Specialist
52	Principal Accountant
53	Digital Audio/Video Production Technician
53	Media Production Specialist
53	Television Electronics Technician
54	Computer Support Specialist
54	Computer Technical Support Specialist
54	Digital Fabrication Technician
54	Electronic and Digital Fabrication Technician
54	Grants Specialist
54	Performing Arts Project & Design Technician
54	Program Outreach Specialist
54	Research Planning Analyst
54	Resource Development Specialist
54	Specialist, HS Relations/College Orientation
54	Upward Bound Mathematics/Science Specialist
54	Upward Bound Project Open Door Specialist

### LISTED BY CLASSIFICATION

<u>RANGE</u>	<u>CLASSIFICATION</u>
55	Network Specialist
51	Network Technician
33	Office Services Assistant I
36	Office Services Assistant II
32	Office Services Technician
43	Performing Arts Assistant
54	Performing Arts Project & Design Technician
43	Press Operator
52	Principal Accountant
43	Printing Production Pre-Press Lithographer
47	Program Coordinator, Biotechnology
47	Program Coordinator, Flea Market
47	Program Coordinator, Foundation
47	Program Coordinator, Lancer Pantry
54	Program Outreach Specialist
59	Programmer Analyst
43	Public Information Assistant*
36	Publications Assistant
45	Publications Editor
43	Publications Production Artist/Typesetter
36	Purchasing Clerk
58	Registered Dietician
63	Registered Nurse Specialist
32	Registration Clerk I
36	Registration Clerk II
39	Registration Clerk III
38	Reprographics Technician
54	Research Planning Analyst
54	Resource Development Specialist
58	Risk Analyst
45	Risk Management Services Technician
45	Scheduling Specialist
41	Scheduling Technician
64	Security Administrator
59	Security Analyst
38	Senior Account Clerk I
40	Senior Account Clerk II/Student Financial Services
68	Senior Business Analyst



## APPENDIX A

### LISTED BY RANGE

<u>RANGE</u>	<u>CLASSIFICATION</u>
55	Network Specialist
55	Senior Communications/Network Engineer
55	Senior Electronic Specialist
55	Senior Radio/TV Electronics Technician
56	Instructional DSGNR PROF DVL T
56	Telecommunications Specialist
57	Assistant Chief Engineer
57	Audio/Video Production Specialist
57	Business Analyst Specialist
58	Applications Support Specialist
58	Lead Computer Support Specialist
58	Registered Dietician
58	Risk Analyst
58	Web Course Design Technician
59	Accounting Officer
59	Environmental Health and Safety Specialist
59	Instructional Computing Intermediate Programmer/Analyst
59	Intermediate Programmer/Analyst
59	Programmer Analyst
59	Security Analyst
59	Systems Specialist
59	Video Producer
60	Digital Media Video Producer
60	Network Administrator
61	Business Analyst
61	Computing Services Technical Support Specialist
61	Distance Education Specialist
61	Distance Education Technologist/Developer
61	Distance Education Web Specialist
61	Instructional Media Producer
61	Web Developer
61	Web Producer
62	Senior Research Planning Analyst
63	Educational Technology Specialist
63	Lead Programmer Analyst
63	Registered Nurse Specialist
63	Senior Programmer Analyst/Instructional
63	Senior Systems Specialist
64	Database Administrator
64	Security Administrator
64	System Administrator

### LISTED BY CLASSIFICATION

<u>RANGE</u>	<u>CLASSIFICATION</u>
36	Senior Cashier
39	Senior Clerk
40	Senior Clerk CalWORKs
41	Senior Clerk/Translator
55	Senior Communications/Network Engineer
55	Senior Electronic Specialist
38	Senior Office Services Assistant
40	Senior Production Clerk
63	Senior Programmer Analyst
63	Senior Programmer Analyst/Instructional
39	Senior Purchasing Clerk
55	Senior Radio/TV Electronics Technician
62	Senior Research Planning Analyst
63	Senior Systems Specialist
36	Shipping and Receiving Clerk
51	Small Business Development Center (SBDC) Client and Program Coordinator
47	Social Media Specialist
54	Specialist, HS Relations/College Orientation
49	Sports Information Specialist
41	Staff Photographer
45	Stage Technician*
45	Stepping Up CAHSEE Coordinator
50	Student Affairs Advisor*
32	Student Affairs Assistant
36	Student Affairs Bookkeeper & Clerk
42	Student Business Services Assistant
36	Student Employment Technician
38	Student Placement Interviewer
50	Student Retention Specialist
46	Student Success Coach Leader
64	System Administrator
59	Systems Specialist
49	Systems Support Specialist
56	Telecommunications Specialist
53	Television Electronics Technician
34	Testing Services Assistant
41	TLC Program Outreach Assistant
49	Transfer Specialist
38	Transportation Assistant
41	Transportation Coordinator
54	Upward Bound Mathematics/Science Specialist

## APPENDIX A

### LISTED BY RANGE

<u>RANGE</u>	<u>CLASSIFICATION</u>
64	Web Administrator
65	Director, Economic Development*
67	Assistant to the President/Community Relations*
68	Senior Business Analyst

### LISTED BY CLASSIFICATION

<u>RANGE</u>	<u>CLASSIFICATION</u>
54	Upward Bound Project Open Door Specialist
46	Veterans Center Specialist
59	Video Produce
64	Web Administrator
58	Web Course Design Technician
61	Web Developer

\*Positions exempt from daily overtime. See Article 7, Sections VII and X. Exemption does not apply to work under the Civic Center Act.

### **Service Increments (longevity)**

- After 07 years – additional 2.5% over base
- After 10 years – additional 2.5% over base
- After 15 years – additional 2.5% over base
- After 20 years – additional 2.5% over base
- After 25 years – additional 2.5% over base
- After 30 years – additional 2.5% over base

**APPENDIX B**

<b>Range</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
27	\$3,433.41	\$3,605.08	\$3,785.32	\$3,974.59	\$4,173.33	\$4,381.98
	\$19.81	\$20.80	\$21.84	\$22.93	\$24.08	\$25.28
28	\$3,519.23	\$3,695.21	\$3,879.96	\$4,073.96	\$4,277.65	\$4,491.54
	\$20.30	\$21.32	\$22.38	\$23.50	\$24.68	\$25.91
29	\$3,607.21	\$3,787.59	\$3,976.95	\$4,175.80	\$4,384.59	\$4,603.82
	\$20.81	\$21.85	\$22.94	\$24.09	\$25.30	\$26.56
30	\$3,697.41	\$3,882.29	\$4,076.37	\$4,280.21	\$4,494.22	\$4,718.92
	\$21.33	\$22.40	\$23.52	\$24.69	\$25.93	\$27.23
31	\$3,789.84	\$3,979.33	\$4,178.29	\$4,387.22	\$4,606.57	\$4,836.87
	\$21.86	\$22.96	\$24.11	\$25.31	\$26.58	\$27.91
32	\$3,884.58	\$4,078.83	\$4,282.74	\$4,496.89	\$4,721.75	\$4,957.83
	\$22.41	\$23.53	\$24.71	\$25.94	\$27.24	\$28.60
33	\$3,981.70	\$4,180.78	\$4,389.82	\$4,609.33	\$4,839.78	\$5,081.76
	\$22.97	\$24.12	\$25.33	\$26.59	\$27.92	\$29.32
34	\$4,081.24	\$4,285.29	\$4,499.57	\$4,724.54	\$4,960.77	\$5,208.80
	\$23.55	\$24.72	\$25.96	\$27.26	\$28.62	\$30.05
35	\$4,183.28	\$4,392.43	\$4,612.05	\$4,842.67	\$5,084.78	\$5,339.03
	\$24.13	\$25.34	\$26.61	\$27.94	\$29.34	\$30.80
36	\$4,287.85	\$4,502.24	\$4,727.37	\$4,963.72	\$5,211.92	\$5,472.49
	\$24.74	\$25.97	\$27.27	\$28.64	\$30.07	\$31.57
37	\$4,395.05	\$4,614.77	\$4,845.51	\$5,087.80	\$5,342.21	\$5,609.29
	\$25.36	\$26.62	\$27.96	\$29.35	\$30.82	\$32.36
38	\$4,504.93	\$4,730.17	\$4,966.69	\$5,215.01	\$5,475.78	\$5,749.56
	\$25.99	\$27.29	\$28.65	\$30.09	\$31.59	\$33.17
39	\$4,617.51	\$4,848.42	\$5,090.83	\$5,345.39	\$5,612.65	\$5,893.28
	\$26.64	\$27.97	\$29.37	\$30.84	\$32.38	\$34.00
40	\$4,732.99	\$4,969.63	\$5,218.12	\$5,479.02	\$5,752.94	\$6,040.62
	\$27.31	\$28.67	\$30.11	\$31.61	\$33.19	\$34.85
41	\$4,851.30	\$5,093.88	\$5,348.57	\$5,615.99	\$5,896.79	\$6,191.63
	\$27.99	\$29.39	\$30.86	\$32.40	\$34.02	\$35.72
42	\$4,972.60	\$5,221.22	\$5,482.29	\$5,756.37	\$6,044.20	\$6,346.42
	\$28.69	\$30.12	\$31.63	\$33.21	\$34.87	\$36.61
43	\$5,096.91	\$5,351.75	\$5,619.34	\$5,900.32	\$6,195.32	\$6,505.08
	\$29.41	\$30.88	\$32.42	\$34.04	\$35.74	\$37.53
44	\$5,224.30	\$5,485.55	\$5,759.81	\$6,047.82	\$6,350.21	\$6,667.71
	\$30.14	\$31.65	\$33.23	\$34.89	\$36.64	\$38.47
45	\$5,354.92	\$5,622.65	\$5,903.82	\$6,199.00	\$6,508.95	\$6,834.41
	\$30.89	\$32.44	\$34.06	\$35.76	\$37.55	\$39.43
46	\$5,488.80	\$5,763.26	\$6,051.41	\$6,353.99	\$6,671.68	\$7,005.23
	\$31.67	\$33.25	\$34.91	\$36.66	\$38.49	\$40.42
47	\$5,626.03	\$5,907.32	\$6,202.71	\$6,512.82	\$6,838.45	\$7,180.39
	\$32.46	\$34.08	\$35.79	\$37.57	\$39.45	\$41.43

**APPENDIX B**

<b>Range</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
48	\$5,766.68	\$6,055.00	\$6,357.74	\$6,675.67	\$7,009.42	\$7,359.90
	\$33.27	\$34.93	\$36.68	\$38.51	\$40.44	\$42.46
49	\$5,910.83	\$6,206.40	\$6,516.69	\$6,842.56	\$7,184.69	\$7,543.90
	\$34.10	\$35.81	\$37.60	\$39.48	\$41.45	\$43.52
50	\$6,058.61	\$6,361.55	\$6,679.62	\$7,013.59	\$7,364.28	\$7,732.50
	\$34.95	\$36.70	\$38.54	\$40.46	\$42.49	\$44.61
51	\$6,210.09	\$6,520.58	\$6,846.61	\$7,188.93	\$7,548.39	\$7,925.80
	\$35.83	\$37.62	\$39.50	\$41.48	\$43.55	\$45.73
52	\$6,365.33	\$6,683.58	\$7,017.78	\$7,368.68	\$7,737.10	\$8,123.95
	\$36.72	\$38.56	\$40.49	\$42.51	\$44.64	\$46.87
53	\$6,524.46	\$6,850.68	\$7,193.22	\$7,552.88	\$7,930.53	\$8,327.04
	\$37.64	\$39.52	\$41.50	\$43.58	\$45.75	\$48.04
54	\$6,687.57	\$7,021.94	\$7,373.03	\$7,741.69	\$8,128.80	\$8,535.23
	\$38.58	\$40.51	\$42.54	\$44.66	\$46.90	\$49.24
55	\$6,854.78	\$7,197.50	\$7,557.38	\$7,935.23	\$8,331.99	\$8,748.61
	\$39.55	\$41.52	\$43.60	\$45.78	\$48.07	\$50.47
56	\$7,026.14	\$7,377.43	\$7,746.31	\$8,133.63	\$8,540.30	\$8,967.33
	\$40.54	\$42.56	\$44.69	\$46.93	\$49.27	\$51.74
57	\$7,201.80	\$7,561.86	\$7,939.99	\$8,336.98	\$8,753.81	\$9,191.49
	\$41.55	\$43.63	\$45.81	\$48.10	\$50.50	\$53.03
58	\$7,381.85	\$7,750.93	\$8,138.47	\$8,545.39	\$8,972.67	\$9,421.29
	\$42.59	\$44.72	\$46.95	\$49.30	\$51.77	\$54.35
59	\$7,566.36	\$7,944.71	\$8,341.94	\$8,759.04	\$9,196.98	\$9,656.84
	\$43.65	\$45.84	\$48.13	\$50.53	\$53.06	\$55.71
60	\$7,755.54	\$8,143.33	\$8,550.46	\$8,977.99	\$9,426.90	\$9,898.24
	\$44.74	\$46.98	\$49.33	\$51.80	\$54.39	\$57.11
61	\$7,949.43	\$8,346.90	\$8,764.25	\$9,202.45	\$9,662.57	\$10,145.72
	\$45.86	\$48.16	\$50.56	\$53.09	\$55.75	\$58.53
62	\$8,148.16	\$8,555.56	\$8,983.34	\$9,432.50	\$9,904.13	\$10,399.35
	\$47.01	\$49.36	\$51.83	\$54.42	\$57.14	\$60.00
63	\$8,351.87	\$8,769.46	\$9,207.94	\$9,668.33	\$10,151.74	\$10,659.32
	\$48.18	\$50.59	\$53.12	\$55.78	\$58.57	\$61.50
64	\$8,560.65	\$8,988.68	\$9,438.14	\$9,910.02	\$10,405.53	\$10,925.83
	\$49.39	\$51.86	\$54.45	\$57.17	\$60.03	\$63.03
65	\$8,774.68	\$9,213.43	\$9,674.07	\$10,157.78	\$10,665.67	\$11,198.94
	\$50.62	\$53.16	\$55.81	\$58.60	\$61.53	\$64.61
66	\$8,994.03	\$9,443.76	\$9,915.94	\$10,411.73	\$10,932.30	\$11,478.93
	\$51.89	\$54.48	\$57.21	\$60.07	\$63.07	\$66.23
67	\$9,218.90	\$9,679.86	\$10,163.85	\$10,672.03	\$11,205.64	\$11,765.90
	\$53.19	\$55.85	\$58.64	\$61.57	\$64.65	\$67.88
68	\$9,449.38	\$9,921.85	\$10,417.91	\$10,938.84	\$11,485.77	\$12,060.07
	\$54.52	\$57.24	\$60.10	\$63.11	\$66.27	\$69.58

**APPENDIX B**

<b>Range</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
69	\$9,685.60	\$10,169.87	\$10,678.38	\$11,212.30	\$11,772.90	\$12,361.56
	\$55.88	\$58.67	\$61.61	\$64.69	\$67.92	\$71.32
70	\$9,927.74	\$10,424.13	\$10,945.34	\$11,492.61	\$12,067.24	\$12,670.57
	\$57.28	\$60.14	\$63.15	\$66.30	\$69.62	\$73.10
71	\$10,175.93	\$10,684.74	\$11,218.97	\$11,777.17	\$12,368.91	\$12,987.38
	\$58.71	\$61.64	\$64.73	\$67.95	\$71.36	\$74.93
72	\$10,430.33	\$10,951.85	\$11,499.45	\$12,074.42	\$12,678.14	\$13,312.03
	\$60.18	\$63.19	\$66.34	\$69.66	\$73.14	\$76.80
73	\$10,691.08	\$11,225.65	\$11,786.94	\$12,376.29	\$12,995.09	\$13,644.83
	\$61.68	\$64.76	\$68.00	\$71.40	\$74.97	\$78.72
74	\$10,958.36	\$11,506.28	\$12,081.60	\$12,685.68	\$13,319.95	\$13,985.94
	\$63.22	\$66.38	\$69.70	\$73.19	\$76.85	\$80.69
75	\$11,232.33	\$11,793.92	\$12,383.65	\$13,002.82	\$13,652.95	\$14,335.61
	\$64.80	\$68.04	\$71.45	\$75.02	\$78.77	\$82.71
76	\$11,513.15	\$12,088.79	\$12,693.23	\$13,327.91	\$13,994.30	\$14,694.00
	\$66.42	\$69.74	\$73.23	\$76.89	\$80.74	\$84.77
77	\$11,800.97	\$12,391.02	\$13,010.57	\$13,661.08	\$14,344.16	\$15,061.34
	\$68.08	\$71.49	\$75.06	\$78.82	\$82.76	\$86.89
78	\$12,095.97	\$12,700.79	\$13,335.82	\$14,002.63	\$14,702.77	\$15,437.88
	\$69.79	\$73.28	\$76.94	\$80.79	\$84.83	\$89.07
79	\$12,398.38	\$13,018.31	\$13,669.22	\$14,352.66	\$15,070.33	\$15,823.83
	\$71.53	\$75.11	\$78.86	\$82.81	\$86.95	\$91.29
80	\$12,708.34	\$13,343.74	\$14,010.96	\$14,711.50	\$15,447.07	\$16,219.44
	\$73.32	\$76.98	\$80.83	\$84.88	\$89.12	\$93.58

Salary Schedule I  
Pasadena City College – Human Resources Office  
1570 East Colorado Boulevard - Pasadena, CA 91106-2003 - 626.585.7388  
6.0% increase effective July 1, 2023

**APPENDIX C**  
**Pasadena Area Community College District**  
**Pasadena City College – California Federation of Teachers Local 6525**

**GRIEVANCE REPORT FORM**  
**STEP 1**

Name of grievant \_\_\_\_\_

Date grievance filed \_\_\_\_\_

Current assignment of grievant \_\_\_\_\_

\_\_\_\_\_

Specific article(s) and provision(s) of the Agreement allegedly violated, misapplied or misinterpreted by the District: \_\_\_\_\_

\_\_\_\_\_

Statement of grievance (must be clear and concise indicating all circumstances involved and any decision at the Informal level):

Remedy sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Grievant's Representative  
(if applicable)

Date received by the immediate supervisor \_\_\_\_\_

Distribution: Grievant; PCC-CFT

**APPENDIX C**  
**Pasadena Area Community College District**  
**Pasadena City College – California Federation of Teachers Local 6525**

**GRIEVANCE REPORT FORM**  
**RESPONSE AT STEP 1**

Name of grievant \_\_\_\_\_

Date grievance filed \_\_\_\_\_

Name of immediate supervisor \_\_\_\_\_

Decision of immediate supervisor and reason(s) therefore:

\_\_\_\_\_  
Immediate Supervisor's Signature

\_\_\_\_\_  
Date

Distribution: Grievant; PCC-CFT

**APPENDIX C**  
**Pasadena Area Community College District**  
**Pasadena City College – California Federation of Teachers Local 6525**

**GRIEVANCE REPORT FORM**  
**STEP 2**

Name of grievant \_\_\_\_\_

Date Step 2 filed \_\_\_\_\_

Statement of reasons for appeal of decision to Step 2 (must attach copy of original grievance and copy of decision at Step 1, if any):

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Grievant's Representative  
(if applicable)

Date received by the Superintendent-President or designee \_\_\_\_\_

Distribution: Grievant; PCC-CFT



**APPENDIX C**  
**Pasadena Area Community College District**  
**Pasadena City College – California Federation of Teachers Local 6525**

**GRIEVANCE REPORT FORM**  
**RESPONSE AT STEP 2**

Name of grievant \_\_\_\_\_

Date Step 2 filed \_\_\_\_\_

Name of appropriate Assistant Superintendent/Dean \_\_\_\_\_

Decision of appropriate Assistant Superintendent/Dean or designee and reason(s) therefore:

\_\_\_\_\_  
Appropriate Assistant Superintendent/Dean or Designee's Signature

\_\_\_\_\_  
Date

Distribution: Grievant; PCC-CFT

**APPENDIX C**  
**Pasadena Area Community College District**  
**Pasadena City College – California Federation of Teachers Local 6525**

**GRIEVANCE REPORT FORM**  
**STEP 3**

Name of grievant \_\_\_\_\_

Date Step 3 filed \_\_\_\_\_

Statement of reasons for appeal of decision to Step 3 (must attach copy of original grievance and copy of decision at Step 2, if any)

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Grievant's Representative  
(if applicable)

Date received by the Superintendent-President or designee \_\_\_\_\_

Distribution: Grievant; PCC-CFT

**APPENDIX C**  
**Pasadena Area Community College District**  
**Pasadena City College – California Federation of Teachers Local 6525**

**GRIEVANCE REPORT FORM**  
**RESPONSE AT STEP 3**

Name of grievant \_\_\_\_\_

Date Step 3 filed \_\_\_\_\_

Decision of Superintendent-President or designee and reason(s) therefore:

\_\_\_\_\_  
Superintendent-President or Designee's Signature

\_\_\_\_\_  
Date

Distribution: Grievant; PCC-CFT

**APPENDIX D  
Pasadena Area Community College District**

**APPLICATION FOR PERSONAL/PROFESSIONAL GROWTH REIMBURSEMENT BENEFIT  
Pasadena City College – California Federation of Teachers Local 6525**

Name \_\_\_\_\_ Social Security Number \_\_\_\_\_

Department \_\_\_\_\_ Contract Year 20 \_\_\_\_\_

College Attended \_\_\_\_\_

I hereby apply for the following benefit (check appropriate area):

**NOTE:** As a benefit, these amounts will **not** be subject to payroll deductions.

\_\_\_\_\_ **Up to \$500.00** for completing three (3) or more semester units of lower-division credit at a school accredited by the Western Association of Schools and Colleges

\_\_\_\_\_ **Up to \$850.00** for completing three (3) or more semester units of upper-division or graduate credit at a school accredited by the Western Association of Schools and Colleges

My **expenses** were:

Tuition	_____
Books	_____
Fees	_____
Other instructional materials	_____
<b>Total</b>	_____

I **certify** that

- I have attached an unofficial transcript or grade slip as proof of satisfactory completion.
- The units were completed during the current contract year.
- The units were earned on my own time at no District expense.
- I earned a grade of "C" or better on the applicable units.
- I understand that I may earn only one of the above benefits each contract year.
- I understand that an application for the Personal/Professional Growth Benefit must be submitted within one semester following the same year that course work is completed.
- I have attached original receipts.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SUBMIT APPLICATION TO THE HUMAN RESOURCES OFFICE (C204)**

\*\*\*\*\*  
\*\*

Human Resources

Benefit Amount	_____
Transcript Verified	_____
Contract Year Earned	_____
Approved for Payment	_____

cc: Fiscal Services  
Employee

professional growth - PCC-CFT (02/08). Revised with the 2023-26 contract.

**APPENDIX E**  
**CLASSIFIED TRANSFER REQUEST FORM**

**INSTRUCTIONS:** Clearly print of type all information requested below and forward completed form, along with a current resume, to the Office of Human Resources. A permanent full- or part-time employee may request a transfer within the same job classification, to another classification within the same salary range, or to a position which would be a demotion for the employee (PCC-CFT Article 15.3.A.) Request must be submitted to the Office of Human Resources by the deadline listed on the in-house announcement.

**Personal Data**

Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Address: \_\_\_\_\_

**Position**

Current Position: \_\_\_\_\_

Department: \_\_\_\_\_

Number of years in current position: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Position Desired: \_\_\_\_\_

Department: \_\_\_\_\_

(from job announcement)

**Special Qualifications/Education (attach current resume)**

Indicate special skills, abilities, experience (including operation of office machines, etc.) or any information that would be helpful in considering your request as it relates to this position. (attach additional page(s) if necessary)

**Reason for Transfer**

Give a brief summary of why you are interested in this position.

**Read carefully before signing**

I certify that I am a permanent full- or part-time employee. I understand that I must provide accurate information and must respond within 48 hours when contacted for a transfer opportunity.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**\*Office of Human Resources Use Only\***

**Disposition of Request**

Approved

Denied Reason: \_\_\_\_\_

\_\_\_\_\_  
Hiring Supervisor's Signature

\_\_\_\_\_  
Assistant Superintendent/Senior Vice President's Signature

**APPENDIX F**



Pasadena City College  
**PCC-CFT EMPLOYEE PERFORMANCE EVALUATION**

INSTITUTION/DEPARTMENT
------------------------

EMPLOYEE'S NAME	CLASSIFICATION TITLE	EVALUATION PERIOD FROM                      TO	EVALUATION DATE
-----------------	----------------------	---	-----------------

Annual Review                       Probationary: 2 month     5 month     Unscheduled

PERFORMANCE FACTORS	PERFORMANCE EVALUATIONS: COMMENTS AND/OR EXAMPLES (ATTACH EXTRA SHEETS IF NEEDED)	RATING
<b>1. QUALITY OF WORK</b>  COMPETENCE, ACCURACY, NEATNESS, THOROUGHNESS.		<input type="checkbox"/> EXCEEDS EXPECTATIONS <input type="checkbox"/> MEETS EXPECTATIONS <input type="checkbox"/> NEEDS IMPROVEMENT* <input type="checkbox"/> UNSATISFACTORY *
<b>2. QUANTITY OF WORK</b>  USE OF TIME, VOLUME OF WORK ACCOMPLISHED, ABILITY TO MEET SCHEDULES, PRODUCTIVITY LEVELS.		<input type="checkbox"/> EXCEEDS EXPECTATIONS <input type="checkbox"/> MEETS EXPECTATIONS <input type="checkbox"/> NEEDS IMPROVEMENT* <input type="checkbox"/> UNSATISFACTORY *
<b>3. JOB KNOWLEDGE</b>  DEGREE OF TECHNICAL KNOWLEDGE, UNDERSTANDING OF JOB PROCEDURES AND METHODS.		<input type="checkbox"/> EXCEEDS EXPECTATIONS <input type="checkbox"/> MEETS EXPECTATIONS <input type="checkbox"/> NEEDS IMPROVEMENT* <input type="checkbox"/> UNSATISFACTORY *
<b>4. WORKING RELATIONSHIPS</b>  COOPERATION AND ABILITY TO WORK WITH SUPERVISOR, CO-WORKERS, STUDENTS, AND CLIENTS SERVED. (i.e. Engages in supportive behaviors and attitudes to foster a positive and inclusive campus and work environment.)		<input type="checkbox"/> EXCEEDS EXPECTATIONS <input type="checkbox"/> MEETS EXPECTATIONS <input type="checkbox"/> NEEDS IMPROVEMENT* <input type="checkbox"/> UNSATISFACTORY *
<b>5. ORGANIZATIONAL SKILLS</b> (As appropriate)  TRAINING AND DIRECTING HOURLY/UNCLASSIFIED WORKERS, DELEGATION, PLANNING AND ORGANIZING WORK, PROBLEM SOLVING, DECISION MAKING ABILITY, ABILITY TO COMMUNICATE.		<input type="checkbox"/> EXCEEDS EXPECTATIONS <input type="checkbox"/> MEETS EXPECTATIONS <input type="checkbox"/> NEEDS IMPROVEMENT <input type="checkbox"/> UNSATISFACTORY *

**DEFINITIONS OF PERFORMANCE RATING CATEGORIES**

EXCEEDS EXPECTATIONS – The employee regularly works beyond a majority of the performance factors and has made many significant contributions to the efficiency and success of this organization.

MEETS EXPECTATIONS – The employee has met the performance factors and has contributed to the efficiency and success of this organization.

NEEDS IMPROVEMENT – The employee has failed to meet one or more of the significant performance factors. A plan for improvement must be completed.

UNSATISFACTORY \* – The employee has failed to meet the performance factors. A plan for improvement must be completed.

\* Give specific examples of this employee's performance.

<b>6. OBSERVANCE OF WORK SCHEDULES</b> (Attendance, punctuality, rest periods) (Supervisor's Comments)	District Standard: The employee shall abide by the established schedule (hours of employment including beginning and ending times, breaks and rest periods.)	<input type="checkbox"/> <b>MEETS EXPECTATIONS</b> <input type="checkbox"/> <b>NEEDS IMPROVEMENT*</b> <input type="checkbox"/> <b>UNSATISFACTORY *</b>	
<b>7. OPTIONAL FACTORS (ex. safety practices, College committee work &amp; participation)</b>		<input type="checkbox"/> <b>EXCEEDS EXPECTATIONS</b> <input type="checkbox"/> <b>MEETS EXPECTATIONS</b> <input type="checkbox"/> <b>NEEDS IMPROVEMENT*</b> <input type="checkbox"/> <b>UNSATISFACTORY *</b>	
<b>OVERALL RATING</b> <input type="checkbox"/> <b>EXCEEDS EXPECTATIONS</b> <input type="checkbox"/> <b>MEETS EXPECTATIONS</b> <input type="checkbox"/> <b>NEEDS IMPROVEMENT</b> <input type="checkbox"/> <b>UNSATISFACTORY</b>			
<b>REVIEWER'S ADDITIONAL COMMENTS</b>   			
<b>REVIEWER'S NAME</b> (Print or Type)	<b>REVIEWER'S TITLE</b>	<b>REVIEWER'S SIGNATURE</b>	<b>DATE RATED</b>
<b>8. TRAINING AND STAFF DEVELOPMENT NEEDS/SUGGESTIONS</b>   			
<b>9. GOALS FOR THE NEXT EVALUATION PERIOD (as appropriate)</b>   			
<b>EMPLOYEE'S COMMENTS -</b>   			
This performance evaluation was discussed with me on the date noted above. I understand that my signature attests only that a personal interview was held with me; it does not necessarily indicate that I agree with the evaluation.		<b>EMPLOYEE'S SIGNATURE</b>	<b>DATE SIGNED</b>

\*A copy of the signed evaluation form will be provided to the employee



Pasadena City College  
**PLAN OF IMPROVEMENT (PCC-CFT Employee)**

LAST NAME \_\_\_\_\_ FIRST \_\_\_\_\_ INITIAL \_\_\_\_\_ JOB TITLE \_\_\_\_\_

DEPARTMENT \_\_\_\_\_ DATE SENT \_\_\_\_\_ DUE IN HUMAN RESOURCES \_\_\_\_\_ PROBATION ENDS \_\_\_\_\_

Annual Review  Probationary: 2 month  5 month   Unscheduled

**GOALS AND OBJECTIVES FROM:** \_\_\_\_\_ **TO** \_\_\_\_\_

JOB DUTIES	PLAN FOR IMPROVEMENT/GOALS	TIMELINE	SUPERVISOR'S COMMENTS

REVIEWER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

EMPLOYEE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

A copy of the signed Plan of Improvement will be provided to the employee.  
 If plan for improvement/goals are not met, a step increase/service increment may be postponed.

Manager's Signature \_\_\_\_\_ Date \_\_\_\_\_

Plan of Improvement – Follow-up Evaluation Meeting \_\_\_\_\_ Date \_\_\_\_\_

- Plan of Improvement and goals met
- Plan of improvement and goals not met
  - Hold step increase or service increment
  - Do not hold step increase or service increment