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**TENTATIVE AGREEMENT BETWEEN THE
PASADENA AREA COMMUNITY COLLEGE DISTRICT AND THE
PASADENA CITY COLLEGE FACULTY ASSOCIATION
June 16, 2022**

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This tentative agreement between the Pasadena Area Community College District and the Pasadena City College Faculty Association is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Contract between the parties. The following articles shall be deemed to remain unchanged in the Collective Bargaining Agreement except as set forth below:

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**ARTICLE 11
GRIEVANCE PROCEDURES**

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11.1 OBJECTIVE

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~~11.1.1~~ It is the objective of the District and the Association to encourage the prompt resolution of all complaints, misunderstandings or other difficulties which relate to this Agreement, at the lowest possible administrative level. Accordingly, the following Grievance Procedure is established.

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11.2 DEFINITIONS

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11.2.1 A "grievance" is an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement.

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11.2.2 A "grievant" is a member of the unit covered by this Agreement who claims to have been adversely affected; or the Association, which may only grieve sections dealing with rights of the Association.

11.2.3 "Work day" means normal work day of the unit members in the same category as the grievant.

11.2.4 "Communicate," as used herein, means the transmission of a written document. Timelines will commence with the receipt of a written communication and will be considered "met" if the appropriate document is hand-delivered or emailed to the individual designated to receive it prior to the normal close of District offices or post- marked on or before the last day of the established timeline. Extension of timelines will be in writing and signed by authorized representatives of the Association and the District prior to the expiration of the timeline proposed to be extended.

11.2.5 "Calendar days" means the literal days of the calendar excluding any days the District office is closed.

11.3 PROCEDURE

11.3.1 Timeline for filing. The Grievance Procedures must be commenced within thirty (30) workdays following the time at which the grievant knew, or should have reasonably been expected to know, of the act, event or condition which is the basis of the grievance. For this purpose, a notice of intent to act on the

52 part of an agent of the District shall serve as “act, event or condition.”
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54 11.3.2 Submission of grievance. The Grievance Procedure will commence with the
55 timely submission by the grievant of the grievance on a form provided by the
56 District and shall state specifically the section(s) of this Agreement alleged to
57 have been violated, misapplied or misinterpreted, the facts supporting the
58 grievant’s position, and the remedy sought by the grievant. The grievance
59 shall be signed by an authorized representative of the Association and shall
60 be submitted to the immediate supervisor, with a copy to the vice president
61 for instruction and to the Association.
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63 **An alleged violation, misapplication or misinterpretation of a provision**
64 **of this Agreement which has been filed under the Dispute Procedures**
65 **(Article 10) of this Agreement is not subject to the provisions of this**
66 **article.**

67 [Per TA 7/12/2019.]
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69 11.3.3 Level One. Within five (5) work days following the receipt of the grievance,
70 the immediate supervisor will meet with the grievant and an Association
71 representative. The failure of the Association to attend does not negate the
72 meeting when the Association has had at least two (2) work days’ notice of
73 the meeting time and place. The Vice President for Instruction and/or a
74 designee may attend the meeting. The District will communicate a written
75 decision to the grievant and the Association within seven (7) calendar days
76 from the conclusion of the Level One meeting.
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78 11.3.4 Level Two. If the grievance is not satisfactorily resolved at Level One or if a
79 written decision is not rendered within the limits of 11.3.3, the grievant may
80 present the grievance with a written request for review to the Vice President
81 for Instruction and/or a designee if the Vice President for Instruction did not
82 participate in the Level One meeting. If the Vice President for Instruction did
83 participate in the Level One meeting, the grievant is free to move directly to
84 11.3.5.
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86 11.3.4.1 Written submission of the grievance to Level Two for review must be
87 completed within seven (7) calendar days following receipt of the
88 written decision from Level One.
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90 11.3.4.2 Within seven (7) calendar days following receipt of the grievance,
91 the Vice President for Instruction and/or a designee will meet with
92 the grievant and an Association representative. Failure by the
93 Association to attend does not negate the meeting if the Association
94 received at least two (2) work days’ notice of the meeting time and
95 place.
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97 11.3.4.3 The Vice President for Instruction, or a designee, is not obligated to
98 meet on more than one (1) grievance on any given day, with the first
99 grievance received the first to be processed. If necessary, the above
100 timelines will be extended by one (1) day for each grievance taking
101 precedence over a grievance that has preempted a day. By mutual
102 agreement, similar grievances may be joined.

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11.3.4.4 The District will communicate a written decision within seven (7) calendar days following this Level Two meeting.

11.3.5 Level Three. If the grievance is not satisfactorily resolved at Level Two or if a written decision is not rendered within seven (7) calendar days, the grievant may present the grievance to the Superintendent-President, or a designee, within fourteen (14) calendar days following the receipt of a written decision or following the date such a decision was due.

11.3.5.1 Within fourteen (14) calendar days following the receipt of the grievance, the Superintendent-President and/or a designee will meet with the grievant and an Association representative. Failure by the Association to attend does not negate the meeting if the Association received at least two (2) work days' notice of the meeting time and place. The District will communicate a written decision within seven (7) calendar days following this meeting.

11.3.5.2 The Superintendent-President, or a designee, is not obligated to meet on more than one grievance on any given day with the first grievance received the first to be processed. If necessary, the above timelines will be extended by one (1) day for each grievance taking precedence over a grievance that has preempted a day. By mutual agreement, similar grievances may be joined.

11.3.6 Level Four - Arbitration.

11.3.6.1 If the grievance is not satisfactorily resolved at Level Three, or if no written decision has been rendered within seven (7) calendar days of the Level Three meeting, the Association may file a written notice with the Superintendent- President that the grievance may be submitted to arbitration. Such written notice must be submitted within ten (10) calendar days of the written decision or within fourteen (14) calendar days of the meeting if no written decision has been rendered by the time limit set in 11.3.5.

11.3.6.2 Submissions to Arbitration. Within fourteen (14) calendar days following written notification to the Superintendent-President, the Association may initiate arbitration hearings by filing a demand for arbitration with the American Arbitration Association.

11.3.6.3 The Association will notify the District of its demand for arbitration. Within seven (7) days, an arbitrator shall be selected from a list of seven (7) arbitrators supplied by the American Arbitration Association by alternate striking of names until one name remains. The party who strikes the first name shall be determined by lot. If the arbitrator selected will not be available for the hearing within sixty (60) calendar days, an alternate list shall be requested from the

American Arbitration Association.

11.3.7 Issues of Arbitrability. Questions of arbitrability of a grievance must be raised and resolved at the beginning of the arbitration hearing.

11.3.8 Responsibilities of Arbitrator. The Arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, nor shall the Arbitrator have the power to award punitive damages, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance. The decision of the Arbitrator shall be based solely upon the evidence and arguments presented by the respective parties in the presence of each other and upon arguments presented in briefs.

11.3.9 Arbitrator's Decision. The Arbitrator's Decision will be in writing and will set forth all findings of fact, reasoning and conclusions on the issues submitted. The decision of the Arbitrator will be submitted to the Board of Trustees, the Superintendent-President, the grievant and the Association. The decision of the Arbitrator within the limits herein prescribed shall be final and binding upon all parties to the contract.

11.3.10 Fees. All fees and expenses of the Arbitrator shall be shared equally by the parties. Each party shall bear the expenses of the presentation of its own case.

11.4 FORMS

Forms for processing a grievance will be prepared jointly by the Association and the District.

11.5 FAILURE TO APPEAL

A grievant's failure to appeal a decision at Levels One through Three to the next level under this Article within the time limits specified herein shall render the grievance null and void.

ARTICLE 137 SAVINGS

If any provision of this Agreement or any of its applications are held invalid by the final judgment of a court, all other provisions and applications of this Agreement will remain valid. Upon the request of either party, the process of negotiations regarding the affected provision will begin not more than twenty (20) work days from the date the court judgment becomes final.

[Renumber without change as 17.]

ARTICLE 148 STATUTORY CHANGES

If State or Federal statutes are amended to mandate benefits greater than those provided in this Agreement, the increased benefits will be considered part of the

205 Agreement. If such statutes are amended to make unlawful any benefit provided in
206 this Agreement, either party may reopen negotiations for a successor provision.
207 **[Renumber without change as 18.]**

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209 **ARTICLE 159**
210 **ZIPPER**

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212 The parties acknowledge that during the negotiations which resulted in the
213 Agreement, each had an unlimited right and opportunity to discuss any subject or
214 matter which was or could have been the subject of negotiations, that the
215 understanding and agreement arrived at between the parties after the exercise of that
216 right and opportunity are set forth in this Agreement, and, therefore, each waives the
217 right to further negotiations on any subject or matter covered or not covered under
218 this Agreement during the term hereof. However, by mutual agreement, the parties
219 may agree to engage in further negotiations on any subject.

220 **[Renumber without change as 19.]**

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222 **ARTICLE 163**
223 **(NEW)**

224 **DISTANCE EDUCATION (Online and Hybrid Classes)**

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226 **163.1 Definition:** Distance education includes both the Hybrid and Online classes defined by
227 Title 5 where the instructor and student are separated by distance and interact through
228 the assistance of technology. For all courses offering online components there shall be
229 regular and effective contact as defined by Section 55204 of Title 5.

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231 **163.2** Participation by faculty in distance education at Pasadena City College is voluntary. The
232 decision by a faculty member not to be involved with distance education will not be
233 negatively evaluated.

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235 **163.3 Certification:** All distance education instructors, prior to their first distance education
236 assignment, shall complete training approved by the Distance Education Department or
237 demonstrate mastery or competency in online education.

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239 **163.4 Full-time Faculty Load Limitation:** A full-time faculty member may be assigned to teach
240 up to 80% of their contract load each regular primary term (Fall or Spring) assignment as
241 online learning or a combination of online learning and hybrid.

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243 Any deviation from this load limitation must be approved by the Division Dean and the
244 Vice President of Instruction.

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246 **163.5 Virtual Office Hours:** All distance education instructors shall conduct virtual office hours.
247 The number of virtual office hours shall be no less than the percentage of the faculty
248 member's contract load that is designated as distance education held in proportion to the
249 professor's distance learning load. Virtual office hours can be conducted from any location.
250 The virtual office hours schedule and the synchronous method of interaction shall be
251 communicated to division offices via established division procedures and to students via
252 the course syllabus.

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254 **163.6 Class size for Distance Learning Classes:** The class size limit for a distance education
255 class shall be the same as for traditional classes (face-to-face).

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163.7 Evaluations and Classroom Visitation in Distance Education Courses: Evaluations shall be conducted under Article 7 - Evaluation Procedures. Prior to the evaluation of a distance education course or online component of a hybrid course the instructor shall be given the opportunity to provide guidance to the administrator/designee and/or peer evaluator regarding course organization and content that is applicable at the time of review.

163.7.1 Peer Evaluator: The peer evaluator, who shall be certified in distance education, shall be granted access to the designated course by the Distance Education Department with prior notice to the instructor for a specific period of time. The instructor shall guide the peer evaluator through the course by providing directions, explaining the features of the course, and exploring the course with the evaluator. The peer evaluator shall not have direct online contact with students enrolled in the class.

163.7.2 Duration: The evaluation of the course may occur over multiple visits within a seven consecutive day period beginning with the first day of online entry into the course. Follow-up observations may be arranged with the approval of the Division Dean who chairs the evaluation committee. For hybrid courses, the same peer evaluator will observe both the online and face-to-face portions of the course. Access to the online portion will follow the above procedure.

163.7.3 Evaluation Form: For the evaluated online/hybrid class the evaluator will submit the form approved for use in online/hybrid classes.

[AGREED AS TO RENUMBERING. PCCFA RESERVES THE RIGHT TO SUBMIT PROPOSALS REGARDING THE LANGUAGE OF THIS ARTICLE 13 – DISTANCE EDUCATION.]

Signed and entered into this 16th day of June, 2022.

FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

