

AGREEMENT

Between
**PASADENA AREA
COMMUNITY COLLEGE
DISTRICT**

And

**PASADENA CITY COLLEGE
FACULTY ASSOCIATION**

**July 1st, 2013
through
June 30, 2016**

Ratified by Pasadena City College
Faculty Association
February 12, 2015

Approved by the Board of Trustees
Pasadena Area Community College
District
February 18, 2015

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AGREEMENT

ARTICLE 1 AGREEMENT AND RECOGNITION

1.1 The articles and provisions contained herein constitute a binding and bilateral agreement (“Agreement”) entered into this 18th day of February, 2015, between the Pasadena Area Community College District (“District”) and the Pasadena City College Faculty Association (“Association”).

1.2 The District recognizes the Association as the exclusive representative of those employees of the District delineated as the bargaining unit as set forth in the May 17, 1979 Public Relations Board Certification of Representative in Case Number LA-R-745, as amended on July 14, 1981 and further amended on June 7, 1982.

ARTICLE 2 DISTRICT AND ASSOCIATION RIGHTS

2.1 Unless limited by this Agreement, the District retains all of its legal rights to direct, manage, and organize in a manner consistent with California statutes and PERB and other applicable decisions.

2.2 Unless limited by this Agreement, the Association retains all of its legal rights, such as rights of reasonable access and reasonable use of mailbox and other District facilities in a manner consistent with California statutes and PERB and other applicable decisions. In addition, the Association shall retain the right to place items on the Board agenda and to speak to those items. The Association may install and maintain a telephone at its cost at a mutually agreed location in the District. At no cost to the District, the Association may utilize District duplication facilities.

2.3 During each fiscal year of this Agreement, the District will provide a noncumulative 1.20 FTE of release time (that portion reflecting classroom teaching time is 591 hours per year) for the use of official Association representatives in the conduct of negotiations, the processing of grievances and attendance of conferences related to administration of this Agreement. Designated PCCFA officers may use lump-sum amounts of such classroom teaching time at the rate of fifty-four (54) hours per 3-hour class to secure reduced individual loads of up to sixty percent (60%) each in both the Fall and Spring semesters. Such utilization requires advance notices to appropriate division deans before final class

schedules are printed. It is agreed that this section meets all legal mandates for release time.

Effective Summer 2015, the District will increase the foregoing release time to 3.0 FTE.

2.4 NONDISCRIMINATION

2.4.1 Neither the District nor the Association shall, in violation of the law, discriminate against any member of the bargaining unit on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, age, or membership and / or participation in an employee organization as defined by the Educational Employment Relations Act (EERA).

2.4.2 The District shall not, in violation of the law, retaliate against bargaining unit members because of their exercise of rights guaranteed by the EERA.

2.4.3 Violations of the Article shall be subject to the Grievance Procedure, insofar as they relate to violations of other specific provisions of this Agreement and where no other statutory or administrative remedy exists.

2.5 SELECTION OF ADMINISTRATORS

The PCCFA shall be entitled to one representative on first-level interview committees for which the position under consideration is an administrative assignment with a pay ratio greater than 1.00 and excludes positions of Division Dean and Assistant Division Dean.

2.6 PHOTO DIRECTORY

The District will produce an update to the Employee Photo Directory.

2.7 LIST OF UNIT MEMBERS

Effective with the Fall 2015 semester, the District will supply the Association with a list of unit members by week four (4) of each semester. The list shall include the names, assignment, telephone numbers, and addresses of unit members, except those who have requested that telephone numbers or addresses not be released, will not have that information released.

ARTICLE 3
TERM AND RENEGOTIATION

3.1 The term of this Agreement shall be July 1, 2013, through June 30, 2016. During the term of this Agreement, the parties will establish a subcommittee of no more than three (3) persons per side to review the language of the Agreement and make recommendations to the parties regarding potential changes to the language. Recommendations are to be made no later than 60 days prior to the expiration of the Agreement.

3.2 If either party to this Agreement desires to negotiate the provisions of a successor Agreement, such party may present its initial proposals not sooner than January 1, 2016. Negotiations shall begin not later than sixty (60) days following the submission of such proposals.

ARTICLE 4
FRINGE BENEFITS

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

- a. Medical insurance - either PPO (Anthem Blue Cross) or HMO (Anthem Blue Cross/California Care, Kaiser). Those unit members and their eligible dependents who are covered by Anthem Blue Cross will receive the Anthem Blue Cross PPO/Insurx RX 4 (\$10/\$5) Prescription Drug Program. During the 2014/15 plan year, the District will pay 100% of the cost of the premium for employees and their eligible dependents. Effective October 1, 2015, the District's maximum contribution to medical insurance will be \$1772.34/month (i.e., 5% above the current premium for the Anthem PPO of \$1687.94/mo.), provided however, for employees enrolled in Kaiser HMO Family plan during the 2014/15 plan year, the District's maximum contribution to medical insurance will be \$2049.88/month (i.e., 5% above the current premium for the Kaiser HMO Family plan);
- b. Dental care insurance through Delta Dental (Benefits Enrollment Guide), which is on the District website here: <http://www.pasadena.edu/hr/documents/2014-2015PCCBenefitsEnrollmentGuide.pdf>. (District paid);
- c. Vision care insurance - MES Plan 1 with zero copayment. For unit members covered under Kaiser, this coverage will supplement their existing eye care

benefits. During the term of this Agreement, the District's annual cost for this benefit will not exceed \$1225 per unit member with Kaiser and \$158 for other unit members;

d. Life insurance under the Provident Life & Accident Insurance Company level term (\$50,000) group plan. (District paid);

e. Income protection (long term disability) – employees receive 66.67% of their monthly earnings up to a maximum monthly benefit of \$3,000; the plan includes an elimination period of 140 calendar days with a maximum benefit period of 12 months. (District paid);

f. Employee assistance program – up to three free consultations per year with a qualified District-provided psychologist. (District paid);

g. A plan by which unit members may establish tax-free *Internal Revenue Code* Section 125 accounts for the purpose of funding additional health care, child care, elder care, medical set-aside and other authorized services.

4.1.1 “Eligible” as used in section 4.1 shall mean those unit members who have an average assignment of seventy-five percent (75%) or greater during the annual period of contract service, those who qualify under Section 4.46 (below), or as otherwise required by the Affordable Care Act (ACA).

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

a. This option may be selected only during the open enrollment period for health insurance or at the time of initial employment;

b. Requests to change to health insurance coverage from the cash option may be made only during the open enrollment period;

c. Cash benefits provided under this plan must comply with *Internal Revenue Code* Section 125.

4.1.3 Part time Faculty Health Care – The District and the Association will discuss insurance options for part time faculty, including any impacts under the ACA (see Article 16, Section 16.2).

4.2 **RETIREE BENEFITS** (Full Time Employees)

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

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

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

4.2.3 For retirees who satisfy conditions (a) and (b) of article 4.2.1 and who have attained the age of sixty-five (65), the District will pay \$1440 annually, intended to help cover the cost of Medicare supplementary insurance.

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

4.3 **PERMANENT DISABILITY**

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

4.4 OPTIONAL PRE-RETIREMENT PROGRAM

The District shall offer an optional pre-retirement program to unit members in accordance with rules and regulations adopted by the Board of Trustees and the provisions of Education Code Sections 22713 and 87483.

4.4.1 Unit members who reach the age of fifty-five (55) or over may apply for reduced workload contract with the District. To be eligible, the unit member must have served the District for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment (100% employment) without a break in service. For purposes of this section, subject to the interpretation of the STRS, sabbaticals and other approved leaves of absences shall not constitute a break in service, but time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement.

4.4.2 If the District and the unit member mutually agree upon a plan to reduce full-time service to part-time service, the unit member shall be paid a salary which is the pro rata share of the salary that would have been earned if the unit member was full-time. The minimum part-time employment shall be one-half (50%) of the number of days of service required by the employee's contract of employment during the final year of service in a full-time (100%) position. (A unit employee who earns less than fifty percent (50%) of a full-time salary will not receive credit for a full year of service under the STRS. Thus, a unit member on a fifty percent [50%] program who takes one day of unpaid leave will not receive full credit for the year.)

4.4.3 The reduced workload contract shall be for a period agreed to by the District and the unit member, not to exceed ten (10) years. The reduced workload contract shall specify the retirement date and shall be subject to revocation or amendment only in accordance with its terms or the mutual written agreement of the District and the unit member.

4.4.4 The District and the unit member shall pay the necessary STRS contributions equal to the amount required for a full-time (100%) unit member. A unit member who has an assignment less than 100% in a given semester shall send a personal check each month to the payroll department made out to Pasadena City College in the amount necessary to pay 100% of the contribution.

4.4.5 A unit member working under a reduced workload contract shall earn sick leave time and be paid sick leave benefits in an amount proportional to the percentage of full-time employment worked.

4.4.6 The unit member shall retain the same fringe benefits, such as health and medical plans, for which the unit member makes the payment that would be required if the unit member had remained in full-time employment.

4.4.7 Unit members shall submit applications for the pre-retirement reduced workload employment to the Office of Human Resources by March 15th of the academic year prior to the proposed commencement of such reduced workload.

4.5 COMPUTER LOAN PURCHASES

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

ARTICLE 5 WORKING CONDITIONS

5.1 NON-TEACHING FACULTY

5.1.1 The assignment of a full-time, non-teaching member of the unit shall be one hundred seventy-six (176) days per fiscal year (eleven [11]-month employees add twenty-two [22] days), forty (40) hours per week, including five (5) hours per week for professional growth and development, College governance and other professional responsibilities.

5.1.2 The non-teaching assignment of a non-teaching member of the unit who has a classroom assignment shall be reduced by an amount proportional to the percent of full-time teaching assignment of the classroom assignment.

5.2 TEACHING FACULTY – CREDIT COURSES

5.2.1 The assignment of a full-time, classroom instructor of credit classes shall be one hundred seventy-six (176) days per fiscal year (eleven [11]-month employees add [22] days), thirty-four (34) hours per week consisting of a combination of in-class teaching and preparation for teaching, five and one half (5.5) hours of additional time for student conferences; and five and one half (5.5) hours for professional growth and development, College governance and other professional responsibilities. The first duty day shall be

the first day of classes. First-year contract (probationary) and temporary faculty shall have two (2) additional days of assignment for orientation.

5.2.2 CONFERENCE HOURS Full-time unit members shall schedule their five and one half (5.5) student conference hours on no fewer than three (3) different days per week. Unit members on reduced load shall schedule student conference hours on no fewer days than one less than the number of required conference hours. It is recommended that conference hours be held between the hours of 6:30am and 10:00pm. No single conference period shall be less than thirty (30) minutes in length. Conference hours will not be scheduled between 12:00 and 1:00pm on Tuesdays or Thursdays and will not be scheduled to conflict with the instructor's class assignments. Conference hours shall be held in the unit member's office or in a laboratory facility readily accessible to students, based on a schedule posted no later than the first Monday following the opening of a semester.

5.2.2.1 During the final examination period, required conference hours may be scheduled in a pattern appropriate to the faculty member's final examination schedule and student needs. A copy of the revised office hours and final examination schedule shall be posted, and a copy shall be distributed to the division dean.

5.2.3 Unless excepted by this Agreement, the classroom assignment for a full-time instructor of credit classes shall be a minimum of thirty (30) lecture equivalent hours (l.e.h.) per year. An "l.e.h." is based on one lecture hour per week for a full semester (18 weeks).

5.2.3.1 Unless excepted by this Agreement, each hour designated in the College Bulletin as lecture shall be given credit as (1) l.e.h.

5.2.3.2 Unless excepted by this Agreement, each hour designated in the College Bulletin as laboratory shall be given credit as (0.75) l.e.h.

5.2.3.3 Each hour designated in the College bulletin as laboratory in a Physical Education Activity course shall be given credit as (0.7143) l.e.h.

5.2.3.4 Each hour designated as field practice shall be given (0.200) l.e.h.

5.2.4 New employees will be placed no higher than the 14th step on the salary schedule.

5.3 EXCEPTIONS

5.3.1 The classroom assignment for a full-time instructor of credit classes in a block program shall be twenty (20) hours per week. A “block program” is an occupational program which generally involves both lecture and laboratory components, and is generally offered in 4-hour blocks.

5.3.2 The determination of classroom assignments for a full time instructor of credit classes in those divisions which have established a practice of leveling assignments based on lecture and laboratory components and also on class size in lecture sections shall be continued.

5.3.3 The determination of classroom assignments for a full time instructor of credit classes in an open-lab environment in those divisions which have established such an environment shall be continued. An “open-lab” environment is one in which, though there may be some group instruction, the primary role of the instructor is to provide direction and assistance on an individual basis.

5.4 ADJUNCT FACULTY – CREDIT COURSES

5.4.1 Adjunct faculty should be paid comparable to contract faculty for the same responsibilities. Achieving the goal of comparable pay for comparable work means that the District has reached parity.

5.4.2 Comparable work for contract and adjunct faculty is defined as classroom teaching, class preparation and grading, and advising students.

5.4.3 A contract faculty weekly teaching load is defined as 17 hours of classroom teaching, 17 hours of class preparation and grading, 5.5 hours of student advisement, and 5.5 hours of college service. Therefore, contract faculty members spend 39.5 out of a 45-hour workweek, or 87.5% of their load on comparable work to that of adjunct faculty.

5.4.4 Adjunct parity, therefore, is defined as 87.5% of the responsibilities of a contract faculty member. Adjunct faculty members are not responsible for college service.

5.4.5 The Association and the District will conduct further negotiations to determine how the parity percentage is applied to the various salary schedules on which faculty are paid on an hourly basis, and how any increase in adjunct salary is computed in relation to the goal of parity.

5.4.6 Office Hours – Part time faculty will be paid for six (6) office hours per semester at the employee’s hourly rate. Effective with the Fall semester of 2015, part time faculty will be paid for eight (8) hours per semester at the employee’s hourly rate. Scheduling of such office hours will be subject to the approval of the applicable dean and listed on the course syllabus. Office hours will be held on no less than four days, and no shorter than one-half hour per day. Office hours will be considered as professional ancillary activities, and as such, will not be counted for purposes of calculating eligibility for contract or regular status under the Education Code (See Educ. Code §§ 87482.5, 87884).

5.5 TEACHING FACULTY – NONCREDIT CLASSES

5.5.1 The full-time noncredit load shall be one hundred seventy-six (176) days per fiscal year, (eleven [11]-month employees add twenty-two [22] days), forty (40) hours per week consisting of twenty-five (25) teaching hours, twelve (12) preparation hours, and three (3) hours for conference and/or governance. First-year contract (probationary) and temporary faculty shall have two (2) additional days of assignment for orientation.

5.5.2 A minimum of thirty (30) hours of the weekly assignment shall be scheduled. This requirement shall include travel time between two sites when teaching assignments for a given day are on more than one campus.

5.5.3 Those affected employees on less than 100% contract assignment shall serve the pro rata hours to those in sections 5.5.1 and 5.5.2.

5.5.4 New employees will be placed no higher than the seventh (7th) step on the salary schedule.

5.6 CLASS SCHEDULES

5.6.1 In establishing class schedules, division deans shall attempt to achieve schedules that equitably distribute the number of class preparations that faculty members must do for lecture or laboratory classes. The District will make a reasonable effort to establish assignments requiring no more than three (3) preparations.

5.6.2 To the fullest extent practicable, division deans shall solicit and consider faculty requests prior to establishing both the proposed and final class schedules. Additional consultation with affected faculty shall be attempted whenever schedule changes must be made after printing of the final class schedule.

5.6.3 The District may permit the scheduling of classes or assignments in less than a five-day period when such scheduling is appropriate and in the best interest of the instructional program and is requested by the faculty member.

5.6.4 When establishing Intersessions and hourly/daily teaching schedules, division deans shall consider the qualifications, training and experience of the persons available to teach a class, and among instructors for whom these factors are substantially equal, contract instructors shall receive preference for such assignments and reasonable attempts shall be made to equitably distribute such assignments.

- a. All overload/hourly assignments are in excess of contractual obligations.
- b. Except for the welfare of the College, no contract or regular faculty member shall have a total overload or hourly assignment exceeding an average of eight (8) hours per week in any semester, unless a single assignment exceeds this amount. Exceptions to the eight (8)-hour assignment must be recommended by the division dean and approved by the vice president for instruction. In addition, for those contract or regular faculty hired (i.e., first day of paid employment) on or after July 1, 2011, priority for overload assignments will be limited to one section of at least three (3) classroom hours per week beyond a full load (if the section is less than one three (3) classroom hours per week, the priority will be two (2) sections). Such employees may teach more than one section, up to the above-referenced limit of eight (8) hours, but no priority will be given over other instructors.
- c. Intersession teaching assignments may be scheduled in one or more terms, so long as the total summer assignment does not exceed 180 hours, the semester equivalent to eleven (11) hours per week, provided however, that while the District uses an extended summer calendar (such as the one in place for the 2013/14 school year), the total summer assignment may not exceed 360 hours. Exceptions to this policy must be authorized in advance by the area administrator and the appropriate vice president.
- d. Intersession Hourly Paid Faculty – Credit and Non-credit. Payment for Board-approved or legal holidays is authorized for each Intersession's credit classes if these classes would normally be scheduled on those days. In any case the maximum number of hours to be contracted will be equivalent to the hours per week the class would meet in a regular semester. Payment for the July 4 holiday is authorized for non-credit classes if those classes would normally be scheduled on that day.

5.6.5 The District will make an effort to avoid consecutive late night and early morning contract assignments.

5.6.6 The assignment of independent study students to unit members will be on a completely voluntary basis.

5.7 CLASS SIZE

5.7.1 Past practices for assigning closing numbers and overrides will be continued. Classes may be closed at 60% due to insufficient enrollment at the discretion of the division dean (in accordance with the Associate Vice President of Academic Affairs) and in accordance with current practices. It is the intent of the parties that procedures for the determination of class sizes be utilized in a fashion such that the actual number of students enrolled in a class after the third week of classes will not exceed the capacity of the classroom or laboratory facility.

Whenever feasible, classes will be scheduled in rooms with capacities that match section class limits. In specific cases where room capacity is greater than a section's class size limit, the class size limit will not be raised unless agreed upon as per the LGI process (See section 5.7.2). In specific cases where room capacity is less than the section class size limit, the class size limit will be set at room capacity. In situations in which the room size varies by more than 10% from the class size limits, area deans will offer sections of the same course to faculty in a fair and equitable manner.

5.7.1.1 An effort will be made in the hospital clinical setting in the registered nurse program to reduce the student- faculty ratio from 12:1 to 10:1.

5.7.2 **LARGE GROUP INSTRUCTION ("LGI")** "Normal Closing Number" ("NCN") is defined to be the closing number of a class in 1982-83, with the exceptions of Art History classes which have an NCN of sixty (60) and instructional television classes which have an NCN of one hundred (100); provided however, during the 2010/11 academic year the District and the Academic Senate in conjunction with the Faculty Association, will review course closing numbers, and modify as appropriate.

5.7.2.1 Assignments to LGI classes will be subject to the following conditions:

- a. Assignment is voluntary. At the time of schedule building, division deans will designate those classes to be offered utilizing LGI, at which time applications for such classes will be accepted.
- b. Full time instructors of LGI classes will receive additional compensation in the form of a stipend. The stipend will be based upon the total student enrollment, at first census,

compared to the normal class closing number (NCN), expressed as a percentage, as described below:

- 101% to 150% of NCN = \$900 stipend
- 151% to 200% of NCN = \$1800 stipend
- 201% to 250% of NCN = \$2700 stipend
- 251% to 300% of NCN = \$3600 stipend
- 301% to 350% of NCN = \$4500 stipend
- 351% and above = \$5400 stipend

For example, if the NCN is 50, a full time instructor would receive a stipend of \$1800 if the class size were 100 students, \$3600 if the class size were 150 students, and \$5400 if the class size were 200 students.

- c. Hourly Instructors of LGI classes will receive additional hourly compensation for such classes at the Summer Intersession rate. The number of hours of additional compensation will be based upon the closing number of the class as follows:

NCN above the First	Additional Hours to be Compensated
0 to 1	1 hr/week
1+ to 2	2 hr/week
2+ to 3	3 hr/week

- d. The District will provide for student assistants when requested by the instructor, to assist with roll-taking and grading and other related duties, as follows:

- 133% to 199% of NCN = 3 hours/week
- 200% to 299% of NCN = 6 hours/week
- 300% and above = 9 hours/week

5.8 TRANSFER

5.8.1 At the same time an authorized faculty position is opened, the office of Human Resources shall notify each regular faculty member by putting a notice in his or her mailbox. Regular faculty members will have ten (10) work days from the date of notice to file a request for transfer to the division.

5.8.2 Upon receipt of a request, the Office of Human Resources shall notify the affected division.

5.8.3 If the faculty member(s) requesting the transfer meet(s) the minimum qualifications, or the equivalent, for the position, a selection committee with a maximum of five (5) members, composed of the division dean /administrator serving as the chair and appropriate faculty, will hold an informal meeting with the faculty member who has requested the transfer. Job expectations, percent of assignment, and qualifications will be discussed at this meeting.

5.8.4 The committee chair and faculty who have attended the meeting will vote by secret ballot to either accept or reject the transfer applicant, before outside candidates are interviewed.

5.9 PERSONNEL RECORDS

5.9.1 Each employee has on file in the office of Human Resources an individual folder containing the record of employment, the initial application, the signed oath, transcripts, confidential references, minimum qualifications or credential information, evaluation reports, documents supporting step and class changes, a record of assignments and promotions, leave of absence records and correspondence pertinent to the above.

5.9.2 When new non-routine material for a personnel folder is received in the Office of Human Resources, a copy is sent to the employee for whose file the material is intended unless the employee has already received a copy and has been informed of the right of reply. If the employee wishes to reply in writing to this communication, the reply is also placed in the personnel folder. The dispute procedure may be used if necessary, but must be started within five (5) work days of notification of intention to place any derogatory material in the file. Evaluation and the contents of evaluations are not subject to the grievance procedure except as to the actual effect.

5.9.3 If the employee and the dean of human resources agree that new correspondence items are not relevant, such items may be given to the employee and not placed in the file. Where agreement is not reached and the item is included in the file, a covering letter may be placed in the file by the employee.

5.9.4 The individual may see all the contents of the folder except the confidential references. The complete contents of the folder may be seen only by those persons with a "need to know," or those who have a responsibility in reaching a decision on the future

status of the individual in the District, including members of grievance panels and personnel selection committees.

5.10 SICK LEAVE AND HEALTH EXAMINATIONS

5.10.1 Health Examinations. Upon initial employment in contracted status, all unit members must have a health examination. The examination form will be provided by the District and, when completed, returned to the Office of Human Resources.

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

5.10.3 Unit members shall provide a medical clearance at their own expense and before returning to work following an illness of more than five (5) days, or at any time, absent or not, when the need for such medical clearance through examination is requested by the District.

5.10.4 If the question of a unit member's health is an issue with reference to continued employment, the medical opinion of the District physician shall be the final and determining judgment.

5.10.5 Every four (4) years, unit members must file with the Office of Human Resources acceptable evidence indicating freedom from active tuberculosis.

5.10.5.1 Each new unit member must satisfy this requirement as a condition of employment within five (5) work days of initial assignment.

5.10.5.2 The District will defray the cost of a chest x-ray or Mantoux test in satisfaction of this requirement when obtained at facilities designated by the District.

5.10.6 Sick Leave

5.10.6.1 In any fiscal year a regular employee shall earn paid sick leave time at the rate of one (1) day for each month of paid service on an unlimited accumulated basis.

5.10.6.2 Employees who have earned sick leave hours on an hourly/daily assignment with the District and who become regular contract employees shall have their hourly/daily sick leave converted to days at the rate of one day for each four (4) hours of sick leave already

earned if credit employees, or one (1) day for each five (5) hours of sick leave already earned if noncredit employees.

5.10.6.3 When a regular academic employee is absent from duties because of illness or injury, pay is determined in the following manner:

- a. Full salary for such absence if the period of absence does not exceed the unused portion of current and accumulated sick leave benefits.
- b. The difference between the employee's salary and the amount paid a temporary employee employed to fill his or her position, or if no temporary employee was employed, the amount that would have been paid to the temporary employee had he or she been employed, for up to five school months less the number of days of current and accumulated sick leave previously used in that school year. (Education Code § 87780)

5.10.6.4 For full-time employees with less than a five-day assignment, sick leave will be charged at the rate of one (1) day for each day of absence unless the employee fails to meet all classes scheduled during a week, in which case the employee will be charged with the number of days school was in session for that week.

5.10.7 Conversion of Sick Leave

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

- a. The rate of conversion shall be one (1) day for each four (4) hours of sick leave earned by credit employees, or one (1) day for each five (5) hours of sick leave earned by noncredit employees; and
- b. Such conversion shall occur only when all daily sick leave is exhausted and only for serious illness or injury.

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

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

- b. These conversions must be utilized in whole or half-day units and will not require the District to maintain records based on hours or portions of days other than whole or half-day units; and
- c. No salary conversions will be authorized for overload sections that are canceled for low enrollment or other reasons or for overload sections that may be necessary to complete a contract assignment; and
- d. Such conversions shall occur only when all hourly sick leave is exhausted and only for serious illness or injury.

5.10.8 Catastrophic Illness/Injury Leave Donation Plan

5.10.8.1 The District will amend its existing “Catastrophic Illness/Injury Leave Donation Plan” to include PCCFA and its bargaining unit members as participants in the Plan.

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

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

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

5.10.9 General Conditions

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

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

5.10.9.3 The District reserves the right to demand proof of illness on a form provided by the District from the attending physician and may refer any claim for sick leave benefits to

a District physician whose decision as to the eligibility of the academic employee for said benefits shall be final. Failure to provide proof of illness when requested automatically waives the right to the sick leave benefits for that claimed absence. Any statement or claim related to sick leave shall be made by the employee under penalty of perjury.

5.11 PERSONAL NECESSITY CHARGED TO SICK LEAVE

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

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

5.11.2.1 The death of a member of the employee's immediate family when the number of days of absence exceeds the limit provided in Article 5.15, Bereavement Leave. "Member of the employee's immediate family" as used in this policy means the husband, wife, *domestic partner*, son, daughter, father, mother, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather or grandmother of the employee or of the spouse of the employee, or any relative living in the immediate household of the employee, or any other person for whom the employee is legally responsible.

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

5.11.2.3 An accident involving the employee's property or the person or property of a "member of the employee's immediate family" as defined in 5.11.2.1. Such accident must (a) be serious in nature, (b) involve circumstance the employee cannot reasonably be expected to disregard, (c) require the attention of the employee during assigned hours of service, and (d) cannot be attended to during non-duty hours.

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

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

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

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

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

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

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

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

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

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

5.11.3.6 Personal necessity leave claimed against accrued sick leave must be so designated on absence and time reports, but reasons for such leave are not required.

5.12 INDUSTRIAL ACCIDENT LEAVE (WORKERS' COMPENSATION)

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

5.12.2 An employee who has sustained a job-related injury shall immediately report the injury to his/her immediate, or an appropriate, administrator. An employee shall report any

illness to his/her immediate, or an appropriate, administrator within one (1) work day of knowledge that the illness is the result of an alleged industrial accident.

5.12.3 Provisions

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

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

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

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

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

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

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

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

5.12.4 An employee shall be permitted to return to service after an industrial accident or illness leave involving a temporary disability award only upon presentation of a release from a District-authorized physician certifying the employee's ability to return to his/her position classification without restriction, or without detriment to the employee's physical or emotional-well being.

5.13 ABSENCE WITHOUT LOSS OF SALARY

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

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

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

5.14 ABSENCES FOR RELIGIOUS HOLIDAYS

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

5.15 BEREAVEMENT LEAVE

5.15.1 A regular employee shall be allowed up to three (3) days of paid leave of absence for death of an immediate family member, or five (5) days if out-of-state travel of the employee is required. "Immediate family" shall be defined as husband, wife, domestic partner, son, daughter, father, mother, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather or grandmother of the employee or of the spouse/domestic partner of the employee, or any relative living in the immediate household of the employee, or any other person for whom the employee is legally responsible.

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

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

5.16 SUBPOENA LEAVE OR JURY DUTY

5.16.1 When a regular employee is absent because of a mandatory court appearance except as a litigant, the employee shall suffer no monetary loss by reason of this service.

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

5.16.1.2 A copy of the subpoena or a certificate of the clerk of the court must be filed with the absence report.

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

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

5.17 SABBATICAL LEAVE

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

5.17.2 Sabbatical leaves of absence for one or two semesters may be granted as provided for herein, for professional study, research and/or approved travel, to any regular or contract unit member who has been employed full time by the Pasadena Area Community

College District for not less than six (6) total years under regular credential since initial employment or the last sabbatical leave granted, and whose latest evaluation is satisfactory. Sabbatical leave for one academic year is for the period of the Fall and Spring semesters. Sabbatical leaves for one (1) semester shall be for the full period of the designated semester. An additional year may be requested as personal leave. Leave time (one year or half year) shall be deducted from the number of consecutive years accumulated toward sabbatical leave.

5.17.2.1 Sabbatical Leave Advisory Committee. The Committee shall be composed of five (5) members, three (3) to be elected by the Faculty Senate Board and two (2) designated by the District from the Administration with the dean of human resources, or designee, as coordinator. The primary purpose of this Committee shall be to rank and recommend to the Superintendent-President of the College the names of the staff members submitting acceptable plans for such leave and therefore eligible for consideration by the District.

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

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

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

5.17.2.5 Approved Travel. Applicants for sabbatical leave under this provision shall submit a detailed statement of the proposed itinerary. Said itinerary must be so planned as to evidence specific ways in which the trip will contribute to the improvement of the

applicant's services with respect to the particular educational field in which the employee is engaged. A report shall be submitted on completion of the trip attesting to the satisfactory fulfillment of this requirement.

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

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

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

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

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

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

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

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

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

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

5.17.10 Effective July 1, 2003, faculty members on sabbatical leave may teach during either or both of the Intersessions that occur during the period of their leave.

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

5.17.12 A comprehensive report of sabbatical activity should be filed in the Office of Human Resources within the semester following the individual's return to service. For leaves granted under "Professional Study," a transcript showing successful completion of all units attempted, with a minimum of "C" average, shall be sufficient for this purpose.

5.18 MATERNITY LEAVE

5.18.1 Disabilities associated with pregnancy, childbirth or related medical conditions shall be treated as any other temporary disability. In addition, unit members shall be entitled to use accrued vacation for such disabilities.

5.19 PERSONAL LEAVE WITHOUT PAY

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

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

5.19.3 A leave of absence will not be granted for more than one (1) school year at a time. Such leave may be granted for a second year in accordance with the provisions of Article 5.19.1.

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

5.19.5 Leaves may be granted for the following purposes:

5.19.5.1 **Health.** An application for leave of absence for reasons of personal health in excess of time for which sick leave benefits are due must be supported by the written recommendations of a licensed physician or health practitioner.

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

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

5.19.6 **Special Personal Leave without Pay**

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

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

5.19.6.3 The duration of any such leave shall be one (1) year. Such leave may be extended for an additional year in accordance with the provisions of Article 5.19.6.6.

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

5.19.6.5 The faculty member on such a leave shall notify the District by March 1st of the academic year in which the leave occurred to advise whether he/she intends to return to the

employ of the District the following academic year. Failure to meet said deadline shall constitute abandonment of position.

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

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

5.19.8 **Travel.** A leave of absence for the purpose of travel is predicated on absence from the District for a majority of the time covered by the application for leave.

5.19.9 **Health Coverage While on Unpaid Leave**

5.19.9.1 An otherwise eligible unit member on approved unpaid sick leave may continue health and insurance coverage at the unit member's cost. Payment by the unit member for this coverage must be made in a timely manner to an office designated by the Superintendent-President. Failure to tender payment will terminate coverage until the next open enrollment period or return to employment.

5.19.9.2 An otherwise eligible unit member on any other approved unpaid leave of absence may continue health and insurance coverage for a period not to exceed twelve (12) continuous calendar months at the unit member's cost. The payment conditions and restrictions contained in 5.19.9.1 apply to this section.

5.20 **VACATIONS**

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

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

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

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

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

5.21 BANKED LEAVE

5.21.1 When a full-time unit member works beyond his/her regular contract, he/she can choose either to bank the extra FTE or to be paid at the current overload salary rate. Depending on the number of hours banked, the time off could be one class or an entire academic year. The ratio of banked time to leave time is 6:5. For example eighteen (18) lecture hours must be banked to take leave from a regular semester load of fifteen (15) lecture hours.

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

5.21.3 Each semester, an instructor wishing to bank an overload class must submit a request for approval no later than the end of the second week of classes to the division dean and then to the vice president for instruction.

5.21.4 A written request to use banked FTE must be approved by the division dean and the vice president for instruction or appropriate dean. The request must indicate at least one (1) semester's advance notification of plans to use banked time. An exception is that when banked time is to be used to fill out a sabbatical salary, notice must be given at the time the sabbatical application is approved.

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

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

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

5.21.8 In order for an instructor to take time off, the division dean and the vice president for instruction or appropriate dean must certify that:

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

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

5.22 FAMILY AND MEDICAL LEAVE

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

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

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

5.22.2 **Reasons for Leave.** Leave is only permitted for the following reasons:

- a. The birth of a child or to care for a newborn of a member;
- b. The placement of a child with a member in connection with the adoption or foster care of a child;

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

5.22.3 Definitions

5.22.3.1 A “serious health condition” includes an illness, injury impairment, or physical or mental condition that involves:

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

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

5.22.4 Amount of Leave

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

5.22.4.2 The 12-month period for calculating leave entitlement will be a “rolling period” measured backwards from the date leave is taken and continues with each additional leave taken. Thus, whenever a member requests leave, the District will look back over the

previous 12-month period to determine how much leave has been used in determining how much leave a member is entitled to.

5.22.5. Member Benefits While on Leave

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

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

5.22.6 Use of Other Accrued Leaves While on Leave

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

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

5.22.7 Medical Certification

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

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

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

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

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

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

5.22.8 **Member Notice of Leave.** Although the District recognizes that emergencies arise which may require members to request immediate leave, members are required to give as much notice as possible of their need for leave. Except for qualifying exigency leave, if leave is foreseeable, members are required to give at least thirty (30) days' notice. In addition if a member knows that he/she will need leave in the future, but does not know the exact date(s) (e.g., for the birth of a child or to take care of a newborn), the member shall inform his/her supervisor as soon as possible that such leave will be needed. If the District determines that a members 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.

5.22.9 Reinstatement Upon Return from Leave

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

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

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

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

ARTICLE 6 PROFESSIONAL OBLIGATIONS

6.1 CLASS OR STATION ASSIGNMENTS

6.1.1 Unit members shall meet assigned classes or report to established work stations at the times and places scheduled.

6.1.2 Unit members shall report absence to the division office at the earliest possible time prior to the start of assigned duties.

6.2 COLLEGE POLICY, REGULATIONS AND PROCEDURES

6.2.1 Unit members shall observe College policy, regulations and procedures. Such policy, regulations and procedures include, but are not limited to, the areas of grading, attendance, class records, textbook selection, conference attendance, instructional trips,

guest speakers, political activities, prohibited instruction, tutoring for pay, release of confidential information and academic freedom.

6.3. INSTRUCTION

6.3.1 Classroom instructs shall:

6.3.1.1 Establish objectives of classes, plan and organize instruction (such as lesson plans, reading lists, assignments schedule, methods of evaluation) to meet these objectives, and administer examinations in accordance with a set of objectives and with other specifications defined in the course outline of record.

6.3.1.2 Inform classes about course objectives, course content, attendance expectations, examinations and the basis for assigning grades.

6.4 GENERAL

6.4.1 Unit members are responsible to:

6.4.1.1 Participate in professional activities such as curriculum development and college governance, if in contract status.

6.4.1.2 Maintain currency in areas of specialization.

6.4.1.3 Perform those duties normally associated with his/her assignment.

ARTICLE 7 EVALUATION PROCEDURES

7.1 CRITERIA FOR EVALUATION

The primary criterion used in the evaluation of a bargaining member is performance in the classroom or primary assignment area. In all cases, additional criteria shall include the performance of all District-determined responsibilities, personal characteristics and duties.

7.2 EVALUATION OF CONTRACT AND TEMPORARY EMPLOYEES

7.2.1 Definitions. Contract academic employees are defined in Education Code Section 87602: A “contract” employee is a probationary employee. The evaluation of contract employees will be conducted according to the appropriate sections of the Education Code.

7.2.2 Frequency of Evaluation. Contract and temporary employees shall have at least one (1) formal evaluation each year, prior to March 1st. Additional evaluations shall be made at the discretion of the vice president for instruction or appropriate dean.

7.2.3 Evaluation Team. The evaluation team for each unit member shall be composed of three members: the vice president for instruction or his/her designee, or the appropriate dean; an appropriate tenured peer member; and the manager most closely supervising the employee (who shall be the committee chairperson). The peer member is to be selected by the committee chairperson.

7.2.4 COMPONENTS OF THE EVALUATION

7.2.4.1 Visitation. Each member of the evaluation team shall independently visit the employee being evaluated in the performance of his/her principal assignment. On the basis of these observations, each member of the evaluation team shall complete a Preliminary Evaluation Report. Each member of the evaluation team shall independently hold a post-visitation conference with the employee and provide the employee with a copy of the Preliminary Evaluation Report. The post-visitation conference between the faculty member and the peer member of the team will include a review of the use of syllabi, teaching methods, grading practices, retention rates and other areas relating to instruction. The employee will sign the forms signifying receipt of the report. The copies of the Preliminary Evaluation Report shall be submitted to the chairperson of the committee.

7.2.4.2 Professional Responsibilities and Personal Characteristics. Members of the team are invited to provide written comments of the professional responsibilities (syllabi, teaching methods, grading practices, retention rate, etc.) and personal characteristics of the employee. Such comments will be submitted to the chairperson of the committee.

7.2.4.3 Evaluation by Students. After mid-semester and prior to final examination in the Fall semester, the chairperson of the committee (or a designee) shall administer to each class of the employee who is a classroom instructor the Student Evaluation form. The completed forms shall be placed in an envelope and sealed in the presence of the class. The results of the Student Evaluation shall be provided to the committee chairperson and the employee. After the end of the semester, the Student Evaluations forms shall be returned to the employee.

7.2.4.4 Self-Evaluation. Prior to the last scheduled day of classes in December, the employee shall submit to the committee chairperson a Self-Evaluation Report including

examples of orientation materials, learning objectives, quizzes, examinations, and other appropriate materials. The Self-Evaluation will remain the property of the employee.

7.2.5 THE SUMMARY EVALUATION PROCESS.

7.2.5.1 Satisfactory Summary Evaluation. The committee chairperson shall review the various documents dealing with the evaluation including Preliminary Evaluation Reports, Student Evaluation and Self Evaluation. If the Committee chairperson determines that there are no major negative judgments, the committee chairperson shall complete the Summary Evaluation Report and submit it, with the Preliminary Evaluation Reports and the Student Evaluation Summary, to the vice president for instruction or appropriate dean prior to February 20. After administrative review, the Summary Evaluation form shall be signed by the vice president for instruction and returned to the committee chairperson for review with the employee prior to March 15. A copy of the Summary Evaluation Report shall be given to the employee at the Summary Evaluation Conference. A copy of the Summary Evaluation Report together with a copy of each supporting document shall be distributed to the immediate administrator, the vice president for instruction and the dean of human resources.

7.2.5.2 Other than Satisfactory Summary Evaluation. If the committee chairperson determines that the evaluation documents include any major negative judgments, the committee chairperson shall call a meeting of the Evaluation Team for the purpose of reviewing the Summary Evaluation Report. The committee chairperson shall hold a summary Evaluation Conference with the employee so that the specific areas of concern may be identified and discussed prior to February 20. The employee may attach an addendum to the Report if so desired. A copy of the Summary Evaluation Report, supporting documents and addendum shall be sent to the immediate administrator, the vice president for instruction or appropriate dean and to the dean of human resources by February 20. If the Summary Evaluation Report recommends “needs improvement,” the vice president for instruction or appropriate dean and committee chairperson will develop a plan designed to improve the identified weaknesses. A copy of this plan shall be retained by the employee, the committee chairperson, and the vice president for instruction or appropriate dean and a copy sent to the dean of human resources.

7.3 EVALUATION OF REGULAR EMPLOYEES

7.3.1 Definition. As stated in Education Code Section 87661, a “regular” employee is a permanent employee.

7.3.2 Frequency of Evaluation. As stated in Education Code Section 87663, regular employees shall be evaluated at least once in every three (3) academic years.

7.3.3 Evaluation Team. The evaluation team of each employee shall be composed of the vice president for instruction or a designee; the manager most closely supervising the employee who will serve as the committee chairperson; and a tenured member of the division faculty mutually agreed upon by the faculty member being evaluated and the division dean.

7.3.4 COMPONENTS OF THE EVALUATION

7.3.4.1 The components of evaluation will include:

- Student Evaluations (Two Classes)
- Self-Evaluation Report
- Visitation and Report (D/C)
- Conference (Instructor and D/C)

7.3.4.2 **Visitation.** At least one member of the team shall visit the employee in the performance of his/her principal assignment. On the basis of the visit, the observer will complete a Preliminary Evaluation Report, review the observations with the employee, and provide the employee with a copy of the Preliminary Evaluation Report. The remaining copies of the Preliminary Evaluation Report shall be submitted to the committee chairperson who will retain these for future reference.

7.3.4.3 **Professional Responsibilities and Personal Characteristics.** Members of the evaluation team are invited to provide the committee chairperson with written comments on the professional responsibilities and personal characteristics of the employee.

7.3.4.4 **Evaluation by Students.** After mid-semester and prior to final examinations of the fall semester, the committee chairperson or a representative shall administer the Student Evaluation form to a minimum of two (2) classes if the employee is a classroom instructor. One of these classes is to be selected by the committee chairperson, the other by the faculty member. By mutual agreement between the faculty member and the committee chairperson, additional classes may participate in the evaluation. (Nine week classes will not participate; in general no TBA classes will participate.) The completed forms shall be placed in an envelope and sealed in the presence of the class. The results of the student evaluation shall be provided to the committee chairperson and the employee. After the end of the semester, the Student Evaluation forms shall be returned to the employee.

7.3.4.5 Self-Evaluation. A Self-Evaluation Report shall be given to the employee at the beginning of the first semester in order to prepare a self-evaluation. Prior to the last scheduled day of classes in December the employee shall submit the Self-Evaluation Report to the committee chairperson. The committee chairperson shall discuss the self and student evaluations with the employee and provide suggestions for improvement wherever appropriate. The Self-Evaluation will remain the property of the employee.

7.3.4.6 Instructor-Peer Conference. After mid-semester and prior to final examinations of the Fall semester, the peer member of the evaluation team shall meet with the instructor for the purpose of reviewing the use of syllabi, teaching methods, grading practices, retention rates and other areas relating to instruction and governance. The peer evaluator shall write a summary of the conference on an appropriate form and is encouraged to include comments on governance and other professional and personal characteristics of the instructor. At the option of the instructor and peer evaluator, a classroom visitation may be scheduled. A conference summary will be submitted to the chairperson of the committee prior to the last day of the Fall semester.

7.3.5 THE SUMMARY EVALUATION

7.3.5.1. Satisfactory. The committee chairperson shall review the various documents pertaining to the evaluation including Preliminary Evaluation Reports, Student Evaluation and Self-Evaluation. If there are no major negative judgments, the committee chairperson shall complete the Summary Evaluation Report and submit it to the vice president for instruction with all supporting documents. After administrative review the Summary Evaluation Report shall be signed by the vice president for instruction and returned to the committee chairperson for review with the employee. A copy of the Summary Evaluation Report shall be given to the employee at the Summary Evaluation Conference. A copy of the Summary Evaluation Report together with a copy of each supporting document shall be submitted to the vice president for instruction and the dean of human resources.

7.3.5.2 Other Than Satisfactory. If the evaluation documents include any negative judgment that might lead to a less than satisfactory evaluation, the regular unit member shall visit classes of the employee. On the basis of these observations the unit member will complete a Preliminary Evaluation Report, review the observations with the employee, and provide the employee with a copy of the Preliminary Evaluation Report. The remaining copies of the Preliminary Evaluation Report shall be submitted to the committee chairperson, who shall retain these for future reference by the team. The committee chairperson shall call a meeting of the evaluation team for the purpose of reviewing the Summary Evaluation Report. The committee chairperson shall hold a

Summary Evaluation Conference with the employee so that specific areas of concern shall be identified and discussed. The employee may attach an addendum to the Summary Evaluation Report if so desired. A copy of the Summary Evaluation Report, supporting documents and addendum shall be submitted to the vice president for instruction and dean of human resources. The vice president for instruction and the committee chairperson will develop a plan designed to improve the identified weaknesses. A copy of this plan shall be retained by the employee, the committee chairperson, and the vice president for instruction and a copy sent to the dean of human resources. An employee receiving a less than satisfactory evaluation shall be evaluated each year until the deficiency is corrected or the employee is terminated. If termination is necessary, it shall be in accordance with the Education Code.

7.4 EVALUATION OF NON-CONTRACT HOURLY PAID EMPLOYEES

7.4.1 Non-contract hourly paid employees will be evaluated their first semester of employment and at least every two (2) years thereafter.

7.4.2 The evaluation will be conducted by a designee of the vice president for instruction.

7.4.3 Each evaluation will consist of at least one of the following (see 7.2.4):

- a. Visitation
- b. Student Evaluation
- c. Self-Evaluation

7.4.4 A written report of the evaluation will be discussed with the employee, signed by the employee and copies submitted to the vice president for instruction and the Office of Human Resources.

7.5 GRIEVANCE OF EFFECT OF EVALUATION

7.5.1 The content of an evaluation of a regular (tenured) employee is not subject to the Dispute or Grievance Procedures (Articles 10 and 11) except as to actual effect.

7.5.2 Neither the content of an evaluation or the effect of such evaluation is subject to the Dispute or Grievance Procedures (articles 10 and 11) for other than regular employees.

ARTICLE 8

TENURE

8.1 Decisions regarding tenure will be made based on Education Code Sections 87608-87611. The Board may exercise the following options in probationary years:

First Year

- a. Not enter into a contract for the second academic year;
- b. Enter into a contract for the second academic year; or
- c. Award tenure

Second Year

- a. Not enter into a contract for the third year;
- b. Enter into a contract for the third and fourth years; or
- c. Award tenure

Fourth Year

- a. Award tenure; or
- b. Not employ

8.2 Notice of intention to not rehire is required by March 15 in the first, second and fourth years. Failure to give such notice results in an automatic contract renewal at the end of the first or second years or the award of tenure at the end of the fourth year.

8.3 Challenges to tenure decisions are subject to the grievance procedures.

ARTICLE 9

LAY-OFF PROCEDURES AND FACULTY SERVICE AREAS

9.1 If it becomes necessary to terminate (lay off) faculty members, those faculty members properly qualified and competent in a Faculty Service Area to render services in the service areas of divisions subject to such lay-off shall be laid off in reverse order of seniority within the District. (Educ. Code § 87743). Contract (probationary) faculty members subject to any such lay-offs shall have a 24-month right of reemployment as set forth in the Education Code Section 87745. Regular (tenured) faculty members will have a 39-month right of reemployment as set forth in Education Code § 87744.

9.1.2 Faculty Service Areas (FSA) are to be the twelve (12) academic divisions, counseling, library services, special services, guidance, and noncredit instruction.

9.1.3 Competency in a FSA is based primarily on contract service in that FSA at Pasadena City College. An employee may also establish competency in an FSA if he or she:

- a. possesses the appropriate degree and/or experience for specific disciplines represented in that FSA; or
- b. possesses a valid California Community College Credential in an occupational discipline; or
- c. possesses a valid California Community College Credential and a bachelor's degree in an academic discipline.

ARTICLE 10 DISPUTE PROCEDURES

10.1 OBJECTIVE

10.1.1 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 disputes as defined in 10.2, at the lowest possible administrative level. Accordingly, the following Dispute Procedure is established.

10.2 DEFINITIONS

10.2.1 A “dispute” is a claim by a unit member that there is a conflict between the unit member and the District.

10.2.2 A “disputant” is a member of the unit covered by this Agreement who claims to have been adversely affected by the District.

10.2.3 “Work days” means normal work days of the unit members in the same category as the disputant.

10.2.4 “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 a document is hand-delivered or postmarked on or before the last day of an established timeline. Extensions of timelines will be in writing and signed by the disputant and an authorized representative of the District.

10.3 PROCEDURE

10.3.1 **Level One – Informal.** The disputant will write a “dispute memorandum” that shall state specifically the nature of the conflict, and, if there is an allegation of a violation, misapplication or misrepresentation of a rule, regulation or law, shall specifically cite the rule, regulation or law alleged to be involved. The remedy sought shall be clearly identified. The dispute memorandum shall be filed with the disputant’s immediate supervisor and must be filed within thirty (30) work days of the alleged act, incident or omission that is the subject of the dispute. A copy of the dispute memorandum will be forwarded to the Association. Within five (5) work days following the receipt of the dispute, the immediate supervisor will meet the disputant. If the dispute is denied, the District will communicate this to the disputant within seven (7) calendar days from the conclusion of the Level One meeting. The Disputant will discuss the dispute with the appropriate dean and vice president for instruction, in that order. The same timelines noted above will be followed for a denial at each of these levels.

10.3.2 **Level Two – Formal.** If the dispute is not satisfactorily resolved at Level One, the disputant shall present the dispute in writing to the Superintendent-President, or his/her designee, within ten (10) work days following the informal discussions of Level One. Such written dispute shall be filed on a form provided by the District and will identify the dispute and remedy sought by the disputant. A copy of the written dispute will be transmitted to the president of the Association. Within ten (10) work days following receipt of the written dispute, the Superintendent-President, or his/her designee, will meet with the disputant and, if requested, an Association representative. The District will communicate a written decision within seven (7) calendar days following this Level Two meeting, with copies transmitted to the disputant and the president of the Association.

10.4 An alleged violation, misapplication or misinterpretation of a provision of this Agreement which has been filed under the Grievance Procedures (Article 11) of this Agreement is not subject to the provisions of this Article.

ARTICLE 11 GRIEVANCE PROCEDURES

11.1 OBJECTIVE

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.

11.2 DEFINITIONS

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

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 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 normally would be open but for a declared holiday.

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 part of an agent of the District shall serve as “act, event or condition.”

11.3.2 Submission of grievance. The Grievance Procedure will commence with the timely submission by the grievant of the grievance on a form provided by the District and shall state specifically the section(s) of this Agreement alleged to have been violated, misapplied or misinterpreted, the particulars of the complaint and the remedy sought by the grievant. The grievance shall be signed by an authorized representative of the

Association and shall be submitted to the immediate supervisor, with a copy to the vice president for instruction and to the Association.

11.3.2.1 An alleged violation, misapplication or misinterpretation of a provision of this Agreement which has been filed under the Dispute Procedures (Article 10) of this Agreement is not subject to the provisions of this article.

11.3.3 **Level One.** Within five (5) work days following the receipt of the grievance, the immediate supervisor will meet with the grievant and an Association representative. The failure of the Association to attend does not negate the meeting when the Association has had at least two (2) work days' notice of the meeting time and place. The vice president for instruction and/or a designee may attend the meeting. The District will communicate a written decision to the grievant and the Association within seven (7) calendar days from the conclusion of the Level One meeting.

11.3.4 **Level Two.** If the grievance is not satisfactorily resolved at Level One or if a written decision is not rendered within the limits of 11.3.3, the grievant may present the grievance with a written request for review to the vice president for instruction and/or a designee if the vice president for instruction did not participate in the Level One meeting. If the vice president for instruction did participate in the Level One meeting, the grievant is free to move directly to 11.3.5.

11.3.4.1 Written submission of the grievance to Level Two for review must be completed within seven (7) calendar days following receipt of the written decision from Level One.

11.3.4.2 Within seven (7) calendar days following receipt of the grievance, the vice president for instruction 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.

11.3.4.3 The vice president for instruction, or a designee, is not obligated to meet on more than one (1) 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.

11.3.4.4 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 **Arbitration.** 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.

11.3.7 **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.

11.3.7.1 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.

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

11.3.9 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 to him by the respective parties in the presence of each other and upon arguments presented in briefs.

11.3.10 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.

11.3.11 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 REPRESENTATION

11.4.1 A grievant who elects not to be represented by the Association may not utilize the provisions of this article but may utilize the Dispute Procedure (Article 10).

11.5 FORMS

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

11.6 FAILURE TO APPEAL

11.6.1 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 12 THE SALARY SCHEDULES

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

12.0.1 In consideration of the District's Agreement effective July 1, 1985 to add a 27th step and effective July 1, 1986 to add a 30th step to Academic Salary Schedules A, B, and C, the Association waives any rights it may have under the Educational Employment Relations Act or any other laws to negotiate or discuss the addition of further steps on Academic Salary Schedules A, B, or C during the term of this Agreement or thereafter and during the terms of any subsequent agreements at any time in the future.

12.0.2 2013/14 – effective with the beginning of the Fall 2013 semester, the following salary schedules will be increased by 2.79% across-the-board: (1) Adjunct Credit Nonteaching Faculty; (2) Adjunct Credit Semester Faculty; (3) Adjunct Noncredit Faculty; (4) Contract Monthly Faculty; and (5) Contract Monthly Nonteaching Faculty. Only employees on the payroll as of the date of the adoption of this 2013-2016 Agreement will be eligible for a retroactive pay increase.

All other salary schedules will remain unchanged.

12.0.3 2014/15 – effective with the beginning of the Fall 2014 semester, the salary schedules referenced in section 12.0.2 will be increased by 3.0% across-the-board. Only employees on the payroll as of the date of the adoption of this 2013-16 Agreement will be eligible for a retroactive pay increase.

All other salary schedules will remain unchanged.

12.0.4. 2015/16 – effective with the beginning of the Fall 2015 semester,* the following salary schedules will be increased by 3.0% across-the-board: (1) Contract Monthly Faculty; and (2) Contract Monthly Nonteaching Faculty.

Effective with the beginning of the Fall 2015 semester,* the following salary schedules will be increased by 4.0% across-the-board: (1) Adjunct Credit Nonteaching Faculty; (2) Adjunct Credit Semester Faculty; and (3) Adjunct Noncredit Faculty.

All other salary schedules will remain unchanged.

* Notwithstanding the above, if an employee begins his/her 2015/16 work year before the commencement of the fall semester, the employee will receive the increase as of the beginning of the employee's work year.

12.1 THE CREDIT CONTRACT SCHEDULE (SCHEDULE A)

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

12.1.2 – **Class A** A California Community College Partial Fulfillment Credential

12.1.3 - **Class B** Minimum Qualifications

12.1.4 - **Class C**

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

12.1.5 - **Class D**

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

12.1.6 - **Class E**

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

12.1.7 **Doctor's Degree.** Attainment of the doctoral degree from an accredited institution of higher education. The District shall be the final arbiter in assessing the qualifications of doctorates.

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

- a. **Category I** Open to faculty in subject matter areas in which a Bachelor's Degree or higher is offered;

- b. **Category II** Open only to faculty in the following areas in which no Bachelor's Degree is offered:

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

12.2 **THE NONCREDIT CONTRACT SCHEDULE (SCHEDULE D)**

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

12.3 ANNUAL CONTRACT SALARIES

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

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

12.3.3 Multiply this product by the appropriate responsibility ratio;

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

12.4 ADVANCEMENT ON THE CONTRACT SCHEDULES

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

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

12.5 ADVANCEMENT ON THE HOURLY SCHEDULE

12.5.1 For the purposes of hourly compensation, regular and contract unit members who had been placed on an hourly schedule prior to employment as a regular or contract unit member will continue to be paid on the hourly schedule until such time as the overload rate on Schedule A is equal to or greater than the rate of the hourly schedule. Such members are not eligible to advance on the hourly schedule. Vertical advancement on the hourly schedules for eligible unit members occurs when a unit member has:

- a. Advanced to a step on the Annual Contract Schedule that is higher than the current placement on the appropriate hourly schedule, or
- b. For the Credit Hourly Schedule B taught at least 150 hours in the credit program since the initial placement or the last step placement, or

- c. For the Credit Hourly Schedule C (Summer), taught at least 400 hours in the credit program since initial placement or the last step placement, or
- d. For Noncredit Hourly Schedule D taught at least 400 hours in the noncredit program since initial placement or the last step placement.

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

12.6 APPLICATION FOR ADVANCEMENT

12.6.1 To qualify for a higher salary classification, an academic employee must present the form "Application for Salary Change," in duplicate, to the Office of Human Resources

12.6.1.1 All work designated on the application form must be verified by grade slips or transcripts received in the Office of Human Resources. The decision for disapproval of a step or class change is the responsibility of the vice president for instruction.

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

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

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

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

- a. One year of successful non-teaching work experience (may be cumulative) related to the current assignment (2 months equals 1 unit); and
- b. Travel which is specifically related to improving the employee's service (2 weeks equals 1 unit); and
- c. Professional service (one unit for 9 weeks) supervising a cadet teacher; publication (one unit for an article of 500 words or more in a recognized professional magazine, six units for the publication of a book, 200 pages or more); major leadership in local, state, or national professional organizations (two units for president, one unit for other offices); public performance (limit of one unit per year for concerts or art exhibits); community college courses, noncredit adult classes, and approved in-service seminars, provided that the content is appropriate to the current or possible future assignments at the College. In computing courses fifteen (15) hours of class time equals one unit. Summer workshops and child study courses not taken for university credit may be used for credit in this category. Courses which are audited are not acceptable.

12.7 CALENDAR-MONTH PAY REGULATIONS AND PROCEDURES

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

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

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

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

12.7.2 **Deduction for Unpaid Absence.** Deduction for personal (unpaid) absence, whether because of unpaid leave or employment after the first work day of a month or separation from service before the last work day of a month shall be made on the basis of

a per diem rate for all persons employed at a monthly salaried rate. Pursuant to Education Code Section 87815, the per diem rate shall be computed fractionally at one divided by the number of work days normal for the employee's contractual services.

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

12.8 OVERLOAD HOURLY SALARY SCHEDULE

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

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

ARTICLE 13 SAVINGS

13.1 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.

ARTICLE 14 STATUTORY CHANGES

14.1 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 Agreement. If such statutes are amended to make unlawful any benefit provided in this Agreement, either party may reopen negotiations for a successor provision.

ARTICLE 15

ZIPPER

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

ARTICLE 16

MISCELLANEOUS

16.1 OMBUDSMAN COMMITTEE

16.1.1 The District and the Association recognize the benefit of exploration and discussion of potential problems of mutual concern. Accordingly, the District and the Association agree to establish an informal process known as “Ombudsman Committee” to function during the term of this Agreement to consider alternative approaches and/or develop possible solutions to matters of concern to both parties.

16.1.2 The “Ombudsman Committee” shall consist of four members: two members representing the Association, the Association president and the grievance chairperson, or their designee(s); and two members representing the District, the College president and vice president for instruction, or their designee(s).

16.1.3 This committee will endeavor to find ways to resolve issues and, to the extent that mutual agreement may be reached, will find ways of accomplishing such objectives consistent with the provisions of this Agreement.

16.2 FRINGE BENEFITS STUDY COMMITTEE

The Parties agree to convene a campus-wide joint study committee to study and report to the parties findings relative to fringe benefits programs, including, but not limited to, medical insurance plans and designs, as well as consideration of the impact of the Affordable Care Act on unit members.

16.3 **MEDIATION AND CONCILIATION STUDY GROUP**

The District and the Association agree to establish a study group to review use of the State Mediation and Conciliation Service.

16.4 **SABBATICAL LEAVE AND ADVANCEMENT STUDY GROUP**

The District and the Association agree to establish a study group to complete the following tasks:

16.4.1 Review and recommend contract language modification to Article 5, Section 5.17, **Sabbatical Leave**, in order to accomplish the following objectives:

- a. Revise the structure and membership of the Sabbatical Leave Advisory Committee and propose reorganization of functions;
- b. Clarify the criteria necessary to fulfill requirements for applications submitted as “Professional Study, Research, Approved Travel;” and
- c. Define and clarify sabbatical leave eligibility criteria.

16.4.2 Review the approval process identified in Article 12, Section 12.6, **Application for Advancement**, for possible revision and inclusion in the duties of a committee with the responsibility over both professional growth areas (sabbatical leaves and advancement activities).

16.4.3 Review factors (such as units and equivalent work experience) used for initial placement of new employees.

16.4.4 The study group will be composed of membership as follows:

- a. Vice President for Instruction,
- b. One (1) Academic Division Dean, and
- c. Two (2) representatives appointed by the Association.

16.5 FACULTY EVALUATIONS STUDY GROUP

16.5.1 The District and the Association agree to establish a study group to review and revise the current faculty evaluation process.

16.5.2 The study group shall consist of three (3) Association members with at least two (2) being on the Association negotiating team, and three (3) District members, with at least two (2) being on the District's negotiating team. The study group shall be co-chaired by one (1) member of the Association negotiating team and one (1) member of the District's negotiating team.

16.5.3 The study group shall report on or before December 15, 2003, to the Association and District negotiating teams.

16.5.4 The final draft of the revised evaluation process shall be submitted to both the Association and District negotiating teams for settlement.

16.6 FACULTY LOAD RESPONSABILITIES STUDY GROUP

16.6.1 The District and the Association agree to establish a study group to review and revise the current faculty load responsibility policy.

16.6.2 The study group shall consist of three (3) Association members, with at least (2) being on the Association negotiating team, and three (3) District Members, with at least two (2) being on the District's negotiating team. The study group shall be co-chaired by one (1) member of the Association negotiating team and one (1) member of the District's negotiating team.

16.6.3 The study group shall report on or before December 15, 2003, to the Association and District negotiating teams.

16.6.4 The final draft of the load responsibility policy shall be submitted to both the Association and District negotiating teams for settlement.

16.7 DEPARTMENT CHAIR STUDY COMMITTEE

The parties agree to establish a working group to address issues related to the possible creation of department chairs. The working group will be composed of up to three (3) representatives for each side and begin its work promptly upon request. The working group will focus on those issues that relate to the scope of bargaining, such as the

selection and removal of department chairs, their role in the evaluation process, wages (e.g., stipends, reassigned time), extra duty days, and other working conditions. The working group will make recommendation to the parties for inclusion in their collective bargaining agreement. Issues related to the organization of the College, and academic and professional matters, will be addressed under separate processes.

16.8 CALENDAR REOPENER

After issuance of PERB's decision regarding unfair practice Case No. LA-CE-5776-E, either party may reopen negotiations on the subject of calendar.

ARTICLE 17 RETIREMENT INCENTIVE

17.1 The District will offer full time faculty the Public Agency Retirement Services (PARS) supplementary retirement plan under the following conditions:

- a. Benefit Level – will be 75% of 2014/15 base salary;
- b. Benefit Options – are set forth in the PARS plan document but in general, vary from fixed payment plans to lifetime or joint and survivor options;
- c. Eligibility requirements – are set forth in the PARS plan document but in general require:
 - 1) Employment by the College as of February 18, 2015;
 - 2) Have at least five (5) years of full-time benefits eligible years of College service immediately prior to retirement as of June 30, 2015;
 - 3) Are at least 55 years of age as of June 30, 2015;
 - 4) Have resigned from College employment effective on June 30 2015;
 - 5) Have retired under CalSTRS or CalPERS effective on July 1, 2015.
- d. Eligible employees will be given an approximate thirty (30) day time period in which to submit notices of intent to retire. Employees must submit an Age Discrimination in Employment Act (ADEA) compliant waiver of potential discrimination claims as part of the enrollment process.
- e. The plan must have sufficient plan participation to meet the District's fiscal and operational objectives by the enrollment deadline, however the District will retain the option of implementation with a lesser number of participants as it deems appropriate. Participating employees shall submit all required enrollment materials and a letter of

resignation to PARS on or before April 10, 2015 (approximately fifty (50) days from Board adoption). As of the enrollment deadline, resignations of the participants are irrevocable and may not be rescinded.

- f. If a level of participation acceptable to the District has not been reached as of the enrollment deadline, the District may withdraw the incentive, provided it notifies enrolled employees of the withdrawal on or before June 10, 2015. If the District withdraws the incentive, resignations will be automatically rescinded.

ARTICLE 18 ADJUNCT FACULTY REEMPLOYMENT

18.1 To be considered for the Adjunct Reemployment Priority, adjunct faculty must:

18.1.1 Have been employed for at least six (6) semesters (not including intersessions);

18.1.2 Have their two (2) most recent performance evaluations with a rating of at least satisfactory; and

18.1.3 Not have a break in service of two (2) consecutive years or more.

18.2 An adjunct faculty member who meets the foregoing criteria will have the following reemployment priority:

18.2.1 First consideration for an offer of an available and similar hourly class assignment in a primary term, provided he/she:

- a. Previously taught the same course (e.g., Engl 1A);
- b. Used the same mode of delivery (e.g., face-to-face, online, hybrid); and
- c. The class has a similar scheduled time from a like primary term (e.g., T-Th afternoons in the Fall semester).
- d. If two or more adjunct faculty members meet the criteria set forth in Section 18.1 above, the District will take into account the faculty members' length of service with the District (i.e., number of semesters taught) in deciding who should be considered first in filling the assignment.

18.2.2 Reemployment priority is limited to one section. Adjunct faculty members with reemployment priority may teach more than one section (up to contractual limits) but no priority will be given beyond the initial assignment.

18.3 This Article will take effect beginning with the Fall 2015 semester.

Dated: _____

Dated: _____

PASADENA CITY COLLEGE FACULTY
ASSOCIATION

PASADENA AREA COMMUNITY
COLLEGE DISTRICT

By: _____
Dr. Julie Kiotas

By: _____
Bruce A. Barsook

By: _____
Mr. Danny Hammond

By: _____
Dr. Robert B. Miller

By: _____
William R. Foster

By: _____
Dr. Rajen Vurdien

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