

**TENTATIVE AGREEMENT
BETWEEN
THE PASADENA AREA COMMUNITY COLLEGE DISTRICT
AND THE
PASADENA AREA COMMUNITY COLLEGE DISTRICT**

**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 for Association-related business.

2.3 RELEASE TIME

2.3.1 Full-Time Faculty Release Time. During each fiscal year of this Agreement, the District will provide a noncumulative 3.0 FTE of release time 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 secure reduced individual contract loads. 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.

2.3.2 The FA shall designate the Faculty Association President or designee each academic year to be on an 11-month salary schedule.

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, ethnic group identification, religion or religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, pregnancy, marital status, sex, sexual orientation, sexual identity, age (over forty), political affiliation or beliefs, military and veteran status, 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, when the alleged conducts relates to violations of other specific provisions of this Agreement and where no other statutory or administrative remedy exists.

2.5 SELECTION OF ADMINISTRATORS

The Association shall be entitled to one representative on hiring committees pursuant to AP 7250 committees.

2.6 LIST OF UNIT MEMBERS

2.6.1 The District shall provide the Association with contact information for unit members as a list of the following information. with each field in its own column. for all bargaining unit members within five (5) days of the first payroll periods of each academic session:

- a. First Name;
- b. Middle Initial;
- c. Last Name;
- d. Suffix (e.g., Jr., III);
- e. Preferred Name;
- f. Job Title;
- g. Department;
- h. Primary Worksite Name;
- i. Hire Date;
- j. Work Telephone Number;
- k. Work Extension;
- l. Home Street Address (incl. apartment #);
- m. Mailing Address (if different);
- n. City;
- o. State;
- p. ZIP Code (5 or 9 digits);
- q. Home Telephone Number (10 digits) (if available);
- r. Personal Cellular Telephone Number (10 digits) (if available);
- s. Personal Email Address (if available)

In lieu of providing the information above in the form of a list, the District may meet this obligation by providing the Association access to a secure electronic site within which the above information is available in a database or spreadsheet format. For bargaining unit employees who request that their private information not be disclosed to the Association, only items a. through k. listed above shall be disclosed.

2.6.2 A list of the names and information described in 2.6.1 above for all newly hired full-time and part-time employees within the bargaining unit, defined in Article 2.7.1 below, within five (5) days of the last payroll of the month in which they were hired. In lieu of providing the information above in the form of a list, the District may meet this obligation by providing the Association access to a secure electronic site within which the above information is available.

2.7 NEW EMPLOYEE ORIENTATION

- 2.7.1 A “new employee” is any bargaining unit employee who has not previously been in the bargaining unit, or who had previously been in the bargaining unit and is returning to the bargaining unit while maintaining continuous employment with the District, or who has previously separated from District employment and been rehired into the bargaining unit. An employee’s date of hire is the date when they entered the bargaining unit.
- 2.7.2 The District shall distribute the Association membership and orientation materials, as provided by the Association, in the pre-employment packets for all new full-time and part time faculty.
- 2.7.3 The District shall provide the Association with access to its full-time and part-time faculty orientations. The District shall provide not less than 10 days’ notice in advance of an orientation. The structure, time, and manner of this access shall be determined through mutual agreement between the District and the Association, subject to the requirements of Government Code Section 3557.

2.8 NEW FACULTY SEMINAR

- 2.8.1 Contract faculty shall complete the new faculty seminar during their first year up to ~~60~~ 40 hours and such hours would count toward the contract faculty member’s required 5.5 weekly hours of professional growth and development, College governance and other professional responsibilities (as defined in Article 5.6.1) based on curriculum developed by the faculty coordinators housed in the Professional Development Committee and approved by the Academic Senate and the Faculty Association.
- 2.8.2 Any exceptions or adjustments must be approved in advance by the Vice President of Instruction. Such exceptions would include:
 - 2.8.2.1 If the faculty member has taught full-time in the California Community College system previously for at least one academic year and participated in a comparable seminar experience.
 - 2.8.2.2 If the faculty member has completed training at another institution that is closely related to portions of the seminar curriculum, then they may be excepted from portions of the seminar.
 - 2.8.2.3 The faculty member has teaching or clinical obligations that directly conflict with the schedule of the seminar and cannot reasonably be rescheduled.
 - 2.8.2.3 Other circumstances as determined by the Vice President of Instruction.

2.9 PAYROLL DEDUCTIONS

- 2.9.1 The District shall deduct from the monthly salary of all PCCFA members 100% of dues and other lawful assessments, deductions, or obligations identified by the Association, in accordance with the membership roster. District payments of all dues, assessments, deductions, and other obligations to the Association shall be paid to Association within ten working days of the District receiving these funds.

2.9.2 All changes or updates to an Association member's status as a member of the Association shall be processed by the Association. The Association shall provide the District updates to the membership roster by the fifteenth of each month, in order for the dues and/or fees to be deducted from the employee's wages in that month, and paid to the Association. The Association shall retain the right to initiate changes to the deduction rates or amounts, or to the scope of assessments or other obligations, by requesting to meet and confer with the District.

2.9.3 The District will not make payroll deductions for an employee who is no longer working for the District. The Association agrees to provide the District with thirty (30) days advance notice of any change in dues structure following notification of such changes to the Association membership.

2.9.4 The Association fully indemnifies the District for dues deducted pursuant to this article and shall hold the District harmless and shall fully and promptly reimburse the District for any fees, costs, charges, or penalties incurred in responding to or defending against any claims, disputes or challenges which are actually brought against the District in connection with the administration or enforcement of any section in this article pertaining to any claims made by any employee, or any individual on the employee's behalf, for payroll deductions made by the District in reliance on the information provided by Association regarding the content of its authorization form and/or the authorization of individual employees for payroll deductions to be made.

2.9.5 The District shall provide the Association with timely notice it is going to seek indemnification under this Article.

Signed and entered into this _____ day of _____, 2025.

FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

