

Tentative Agreement

By and Between
PASADENA AREA COMMUNITY COLLEGE DISTRICT
And The
PASADENA CITY COLLEGE FACULTY ASSOCIATION
April 16, 2018

1. Article 1 (Agreement and Recognition) - Amend section 1.1 as follows:
 - 1.1 The articles and provisions contained herein constitute a binding and bilateral agreement ("Agreement") entered into on this _____ day of _____ of 2018, between the Pasadena Area Community College District ("District") and the Pasadena City College Faculty Association ("Association").
2. Article 2 (District and Association Rights) - Amend section 2.3 and add 2.3.1:
 - 2.3 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 loads 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.
 - 2.3.1 The FA shall designate the Faculty Association President or designee each academic year to be on an 11-month salary schedule.
3. Article 3 (term and Renegotiation) – Amend sections 3.1 and 3.2 as follows:
 - 3.1 The term of this Agreement shall be July 1, 2017, through June 30, 2019.
 - 3.2 If either party to this Agreement desires to negotiate the provisions of a successor Agreement, such party may present its initial proposals no sooner than January 1, 2019. Negotiations shall begin no later than sixty (60) days following the submission of such proposals.
4. Article 12 (The Salary Schedules) - Amend sections 12.0.2 and 12.7.3 as follows:
 - 12.0.2a 2017/18 - Retroactive to July 1, 2017, the following salary schedules will be increased by 2.0%: (1) Contract Monthly Faculty; (2) Contract Monthly

Nonteaching Faculty; and (3) Contract Noncredit Faculty. Only employees on the payroll as of the date of the adoption of this 2017-2018 agreement will be eligible for a retroactive pay increase.

12.0.2b Retroactive to July 1, 2017, the following salary schedules will be increased by 2% plus an additional 2% parity adjustment: (1) Adjunct Credit Semester Faculty; (2) Adjunct Credit Intersession Faculty; (3) Adjunct Credit Nonteaching Faculty; (4) Adjunct Noncredit Faculty; (5) Contract Monthly Overload Faculty; (6) Contract Monthly Intersession Faculty; and (7) Contract Monthly Nonteaching Overload Faculty. Only employees on the payroll as of the date of the adoption of this 2017-2019 agreement will be eligible for a retroactive pay increase.

12.0.2c For the year 2017-2018 the District will pay a one-time off schedule payment of 1% to (1) Contract Monthly Faculty; (2) Contract Monthly Nonteaching Faculty; and (3) Contract Noncredit Faculty. Only employees on the payroll as of the date of the adoption of this 2017-2018 agreement will be eligible for a retroactive pay increase.

12.0.2d FY 2018/19 - effective with July 1, 2018 the salary schedules referenced in section 12.0.2a and 12.0.2b will be increased by the State funded Cost of Living Adjustment ("COLA").

12.0.2e 0.5% on schedule increase effective July 1, 2017 for all faculty applied to the following salary schedules: (1) Adjunct Credit Semester Faculty; (2) Adjunct Credit Intersession Faculty; (3) Adjunct Credit Nonteaching Faculty; (4) Adjunct Noncredit Faculty; (5) Contract Monthly Overload Faculty; (6) Contract Monthly Nonteaching Overload Faculty; and (7) Contract Monthly Intersession Faculty. This shall replace the compensation model contained in sections *l* sub-sections *c* and *d* of the Assignment-Assessment Responsibilities MOU dated October 13, 2015. Course SLOs must be listed in the course syllabus.

5. Article 5 (Working Conditions) - Amend sections 5.2.1 and 5.4.5b, 5.17.2.1, as follows:

5.2.1 The assignment for 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 will be the first business day prior to the start of the fall classes. First-year contract (probationary) and temporary faculty shall have two (2) additional days of assignment for orientation prior to the first duty day.

5.4.5b Parity Formula - Parity formula shall be calculated on Full-Time Faculty spending 39.5 hours per week out 45 hours per week on comparable duties as Part-Time Faculty or 87.8% per week of their time on the same duties as Part-Time Faculty. ($39.5/45=87.8\%$).

5.17.2.1 Sabbatical Leave Advisory Committee. The Committee shall be composed of five (5) members: two (2) to be elected by the Academic Senate Board, one (1) selected by the Faculty Association and two (2) designated by the District from the Administration with the Vice President of Human Resources, or designee, as chair. 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.

6. Article 6 (Professional Obligations) - Add 6.5 Flex Duty Days reads as follows:

6.5 A flexible calendar program consists of the replacement of instruction time (i.e. flex) that can be taken within the academic calendar for professional development. The calendar committee will establish the flex days per year not to exceed (2) days in total. These days can be taken as a full workday or incrementally until the total number of hours accumulate as one (1) full workday, as defined by article 5.2.

7. Article 18 (Adjunct Faculty Reemployment) - Amend as follows (deletion of 18.9):

18.1 Qualifications. To be considered for the Part-time Faculty Reemployment Priority, part-time faculty must:

- a. Have been employed for at least (6) semesters (not including intersessions);
- b. Have their two (2) most recent performance evaluations with a rating of at least satisfactory; and
- c. Not have a break in service of two (2) consecutive years or more.

18.2 Reemployment Priority List. All part-time faculty on the reemployment priority list will be assigned classes in their priority order before any part-time faculty not yet qualified for reemployment. The qualified part-time faculty member who meets the foregoing criteria (i.e., qualified) shall have reemployment priority and will receive first consideration for an offer of an available class assignment in Fall and Spring semesters using the following procedure:

- a. Starting in Semester seven (7), an offer of reemployment will be made to the most senior qualified, part-time faculty member up to a workload based on the

workload equivalent that the part-time faculty was assigned during semester six (Education Code 87482.3).

- b. All qualified part-time faculty in each division will be placed on a reemployment priority list arranged by length of service. Deans shall make assignments in order of seniority.
- c. One master seniority list based on date of hire/ shall be in Human Resources based on #18.2.
- d. Each division shall update its reemployment priority list(s) by the 6th week prior to the semester of the potential assignment after it has been submitted to HR for review and update to the master list. Reemployment priority lists will be posted in each division and sent to the Faculty Association before assignments are completed.

18.3 Assignment(s). Each new assignment successfully completed shall be added to the part-time, temporary faculty member seniority list (Education Code 87482.3).


- a. As new assignments become available these assignments shall be offered in seniority order to qualified part-time faculty who have been placed on the reemployment priority list.
- b. To the fullest extent possible division deans shall solicit and consider part-time faculty requests prior to establishing both proposed and final class schedules. Changes after the schedule has been published will be made based on the reemployment priority list.
- c. Part-time faculty employed under this article and pursuant to Education Code 87482.5 may teach more than one class assignment as long as the total is not more than 67% of a full load.
- d. Additional Class assignments should be offered as follows: After all individuals on a reemployment list have accepted or have refused an assignment and additional assignments are available, these class assignments shall be offered in seniority order to individuals currently on the reemployment priority list when a second class exists. Remaining assignments shall be offered to qualified faculty members in order of seniority, including new hires in order of seniority.

18.4 Reduction In Assignment. In cases where a reduction in assignment needs to occur due to program needs, budget constraints, or more contract faculty hires, the reduction shall occur first from among those part time, temporary faculty members who have not yet qualified to be placed on the reemployment priority list, and thereafter in reverse seniority order, with the least senior part-time, temporary faculty member reduced first.

- 18.5 Any rights to a certain workload equivalent shall be maintained for a period of 18 months. In cases of class cancellation due to low enrollment, faculty members shall displace faculty members who are lower than they are on the seniority list, if the class cancellation occurs prior to the first-class meeting day (Education Code 874823).
- 18.6 In cases where a part-time, temporary faculty member, subsequent to qualifying to be placed on the seniority list, receives a less-than-satisfactory evaluation, as that term is defined in the collective bargaining agreement between the community college district and the exclusive representative for part-time, temporary faculty, the faculty member shall be provided a written plan of remediation with concrete suggestions for improvement. The faculty member shall be evaluated again the following semester. If the outcome of this subsequent evaluation is also less than satisfactory, the faculty member shall lose all seniority rights, and may be dismissed at the discretion of the district. Appeal and grievance rights and procedures, if any, shall be subject to local collective bargaining (Education Code 87482.3).
- 18.7 In all cases, part-time faculty assignments are temporary in nature, contingent on enrollment and funding and subject to program changes, and no part-time faculty member has a reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment preference seniority of that part-time, temporary faculty member (Education Code 87482.3).
- 18.8 Retired faculty who return to teach, and according to the foregoing criteria, and qualifications above, shall have reemployment priority based on length of service for offer of available class assignments.

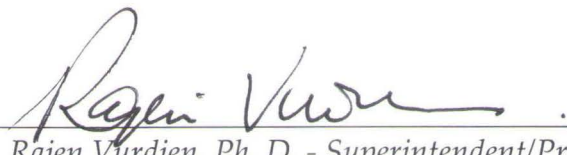
Dated: 5-16-, 2018

PASADENA CITY COLLEGE FACULTY ASSOCIATION

By: 
Mark Whitworth, FA President

Dated: _____, 2018

PASADENA CITY COLLEGE DISTRICT


Rajen Vurdien, Ph. D. - Superintendent/President