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2
3 **PROPOSAL FROM THE**
4
5 **PASADENA CITY COLLEGE FACULTY ASSOCIATION**
6
7 **TO THE**
8
9 **PASADENA AREA COMMUNITY COLLEGE DISTRICT**

10
11 **May 5, 2025**
12

13 The collective bargaining proposal presented herein by the Pasadena Area Community College
14 District to the Pasadena City College Faculty Association and is expressly made pursuant to the
15 Education Employment Relations Act and the Collective Bargaining Contract between the parties.
16 The following article shall be deemed to remain unchanged in the Collective Bargaining
17 Agreement except as set forth below:
18

19 **ARTICLE 2**
20 **DISTRICT AND ASSOCIATION RIGHTS**
21

22 2.1 Unless limited by this Agreement, the District retains all of its legal rights to direct, manage,
23 and organize in a manner consistent with California statutes and PERB and other
24 applicable decisions.
25

26 2.2 Unless limited by this Agreement, the Association retains all of its legal rights, such as
27 rights of reasonable access and reasonable use of mailbox and other District facilities in
28 a manner consistent with California statutes and PERB and other applicable decisions. In
29 addition, the Association shall retain the right to place items on the Board agenda and to
30 speak to those items. The Association may install and maintain a telephone at its cost at
31 a mutually agreed location in the District. At no cost to the District, the Association may
32 utilize District duplication facilities for Association-related business.
33

34 **2.3 RELEASE TIME**
35

36 2.3.1 Full-Time Faculty Release Time. During each fiscal year of this Agreement, the
37 District will provide a noncumulative 3.0 FTE of release time for the use of official
38 Association representatives in the conduct of negotiations, the processing of
39 grievances and attendance of conferences related to administration of this
40 Agreement. Designated PCCFA officers may secure reduced individual contract
41 loads. Such utilization requires advance notices to appropriate Division Deans
42 before final class schedules are printed. It is agreed that this section meets all legal
43 mandates for release time.
44

45 2.3.2 The FA shall designate the Faculty Association President or designee each
46 academic year to be on an 11-month salary schedule.
47

48 **2.4 NONDISCRIMINATION**
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50 2.4.1 Neither the District nor the Association shall, in violation of the law, discriminate
51 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.

- 103
104 2.6.2 A list of the names and information described in 2.6.1 above for all newly hired full-
105 time and part-time employees within the bargaining unit, defined in Article 2.7.1
106 below, within five (5) days of the last payroll of the month in which they were hired.
107 In lieu of providing the information above in the form of a list, the District may meet
108 this
109 obligation by providing the Association access to a secure electronic site within
110 which the above information is available.

111 2.7 NEW EMPLOYEE ORIENTATION

- 112
113
114 2.7.1 A "new employee" is any bargaining unit employee who has not previously been
115 in the bargaining unit, or who had previously been in the bargaining unit and is
116 returning to the bargaining unit while maintaining continuous employment with the
117 District, or who has previously separated from District employment and been
118 rehired into the bargaining unit. An employee's date of hire is the date when they
119 entered the bargaining unit.
120
121 2.7.2 The District shall distribute the Association membership and orientation materials,
122 as provided by the Association, in the pre-employment packets for all new full-time
123 and part time faculty.
124
125 2.7.3 The District shall provide the Association with access to its full-time and part-time
126 faculty orientations. The District shall provide not less than 10 days' notice in
127 advance of an orientation. The structure, time, and manner of this access shall be
128 determined through mutual agreement between the District and the Association,
129 subject to the requirements of Government Code Section 3557.
130

131 2.8 NEW FACULTY SEMINAR

- 132
133 2.8.1 Contract faculty shall complete the new faculty seminar during the first semester
134 of their first year up to 60 hours and such hours would count toward the contract
135 faculty member's required 5.5 weekly hours of professional growth and
136 development, College governance and other professional responsibilities (as
137 defined in Article 5.6.1) based on the agreed upon curriculum (see appendix).
138

- 139 ~~2.8.2 Any exceptions or adjustments must be approved in advance by the Vice President~~
140 ~~of Instruction. Such exceptions would include:~~

141
142 ~~2.8.2.1 If the faculty member has taught full time in the California Community~~
143 ~~College system previously for at least one academic year and participated in a~~
144 ~~comparable seminar experience.~~

145
146 ~~2.8.2.2 If the faculty member has completed training at another institution that is~~
147 ~~closely related to portions of the seminar curriculum, then they may be excepted~~
148 ~~from portions of the seminar.~~

149
150 ~~2.8.2.3 The faculty member has teaching or clinical obligations that directly conflict~~
151 ~~with the schedule of the seminar and cannot reasonably be rescheduled.~~

152
153 ~~2.8.2.3 Other circumstances as determined by the Vice President of Instruction.~~

154
155
156 **2.8 PAYROLL DEDUCTIONS**
157

158 2.8.1 The District shall deduct from the monthly salary of all PCCFA members 100% of
159 dues and other lawful assessments, deductions, or obligations identified by the
160 Association, in accordance with the membership roster. District payments of all
161 dues, assessments, deductions, and other obligations to the Association shall be
162 paid to Association within ten working days of the District receiving these funds.
163

164 2.8.2 All changes or updates to an Association member's status as a member of the
165 Association shall be processed by the Association. The Association shall provide
166 the District updates to the membership roster by the fifteenth of each month, in
167 order for the dues and/or fees to be deducted from the employee's wages in that
168 month, and paid to the Association. The Association shall retain the right to initiate
169 changes to the deduction rates or amounts, or to the scope of assessments or
170 other obligations, by requesting to meet and confer with the District.
171

172 2.8.3 The District will not make payroll deductions for an employee who is no longer
173 working for the District. The Association agrees to provide the District with thirty
174 (30) days advance notice of any change in dues structure following notification of
175 such changes to the Association membership.
176

177 2.8.4 The Association fully indemnifies the District for dues deducted pursuant to this
178 article and shall hold the District harmless and shall fully and promptly reimburse
179 the District for any fees, costs, charges, or penalties incurred in responding to or
180 defending against any claims, disputes or challenges which are actually brought
181 against the District in connection with the administration or enforcement of any
182 section in this article pertaining to any claims made by any employee, or any
183 individual on the employee's behalf, for payroll deductions made by the District in
184 reliance on the information provided by Association regarding the content of its
185 authorization form and/or the authorization of individual employees for payroll
186 deductions to be made.
187

188 2.8.5 The District shall provide the Association with timely notice it is going to seek
189 indemnification under this Article.
190

191 Signed and entered into this _____ day of _____, 2025.
192

193 FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

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200 _____
201 _____

