

AGREEMENT BETWEEN  
THE BOARD OF TRUSTEES OF  
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

AND

SAN MATEO COMMUNITY COLLEGE  
FEDERATION OF TEACHERS  
LOCAL 1493, AFT, AFL-CIO

EFFECTIVE JULY 1, 2013 THROUGH JUNE 30, 2016

## Table of Contents

<b>PREAMBLE .....</b>	<b>4</b>
<b>ARTICLE 1: RECOGNITION .....</b>	<b>4</b>
<b>ARTICLE 2: ORGANIZATIONAL RIGHTS .....</b>	<b>5</b>
<b>ARTICLE 3: PAYROLL DEDUCTIONS FOR UNION DUES .....</b>	<b>7</b>
<b>ARTICLE 4: MANAGEMENT RIGHTS .....</b>	<b>8</b>
<b>ARTICLE 5: PEACEFUL SETTLEMENT OF DIFFERENCES .....</b>	<b>9</b>
<b>ARTICLE 6: WORKLOAD .....</b>	<b>10</b>
<b>ARTICLE 7: HOURS OF EMPLOYMENT .....</b>	<b>11</b>
<b>ARTICLE 8: PAY AND ALLOWANCES .....</b>	<b>14</b>
<b>ARTICLE 9: HEALTH AND WELFARE BENEFITS .....</b>	<b>20</b>
<b>ARTICLE 10: RETIREMENT .....</b>	<b>23</b>
<b>ARTICLE 11: LEAVES OF ABSENCE .....</b>	<b>26</b>
<b>ARTICLE 12: TRANSFERS AND REASSIGNMENTS .....</b>	<b>30</b>
<b>ARTICLE 13: PROFESSIONAL DEVELOPMENT PROGRAM .....</b>	<b>33</b>
<b>ARTICLE 14: LAYOFFS .....</b>	<b>36</b>
<b>ARTICLE 15: PERFORMANCE EVALUATION PROCEDURES .....</b>	<b>37</b>
<b>ARTICLE 16: SAFETY CONDITIONS OF EMPLOYMENT .....</b>	<b>38</b>
<b>ARTICLE 17: GRIEVANCE PROCEDURE .....</b>	<b>40</b>
<b>ARTICLE 18: SUMMER SESSION EMPLOYMENT .....</b>	<b>43</b>
<b>ARTICLE 19: PART-TIME EMPLOYMENT .....</b>	<b>44</b>
<b>ARTICLE 20: FACULTY SERVICE AREAS (FSA) .....</b>	<b>47</b>
<b>ARTICLE 21: MISCELLANEOUS PROVISIONS .....</b>	<b>48</b>
<b>ARTICLE 22: UNIT BANKING .....</b>	<b>49</b>
<b>ARTICLE 23: DURATION .....</b>	<b>51</b>
<b>APPENDIX A: AFT BARGAINING UNIT .....</b>	<b>52</b>
<b>APPENDIX B: SALARY SCHEDULES AND ACADEMIC TITLES .....</b>	<b>53</b>
<b>APPENDIX C: DEFINITION OF SALARY CLASSES .....</b>	<b>58</b>
<b>APPENDIX D: DUTIES AND RESPONSIBILITIES .....</b>	<b>59</b>
<b>APPENDIX E: DEFINITIONS .....</b>	<b>62</b>
<b>APPENDIX F: FACULTY LOAD CREDIT (FLC) ALLOCATION .....</b>	<b>63</b>
<b>APPENDIX G: EVALUATION PROCEDURES .....</b>	<b></b>
<b>HTTP://WWW.SMCCD.EDU/EVALUATION-PROCEDURES/FILES/FACULTY- EVALUATION-PROCEDURES.PDF</b>	
<b>TENURE REVIEW POLICY AND PROCEDURES</b>	

**EVALUATION PROCESS: IMPLEMENTATION GUIDELINES FOR REGULAR CLASSROOM FACULTY**

**EVALUATION PROCESS REGULAR NON-CLASSROOM FACULTY**

**EVALUATION POLICY AND PROCEDURES FOR ADJUNCT FACULTY**

**MEMORANDUM OF UNDERSTANDING BETWEEN AFT LOCAL 1493 AND THE SMCCCD:  
DISTANCE EDUCATION.....66**

## PREAMBLE

The Board of Trustees of the San Mateo County Community College District, hereinafter referred to as the “Board” or the “District”, and the San Mateo Community College Federation of Teachers, hereinafter referred to as the “Union”, agree as follows:

### ARTICLE 1: RECOGNITION

- 1.1 **RECOGNITION AS EXCLUSIVE REPRESENTATIVE:** The Board hereby recognizes the San Mateo Community College Federation of Teachers as the exclusive and sole negotiation agent for the unit described in Appendix A of this Agreement.
- 1.2 **BOARD NEGOTIATES SOLELY WITH UNION:** Pertaining to employees within this unit, the Board agrees not to meet and negotiate with any organization other than the Union for the duration of this Agreement. Further, the Board agrees not to negotiate individually with any employee during the duration of this Agreement on matters subject to meeting and negotiating.
- 1.3 **UNION RECOGNIZES BOARD AS ELECTED REPRESENTATIVES:** The Union recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or its duly authorized representatives designated by the Board to act in its behalf. The Union agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any administrator or Board member.
- 1.4 **UNION ONLY REPRESENTS INTERESTS OF UNIT MEMBERS:** The Union agrees that neither it nor its members or agents will attempt to represent, in any negotiations or grievances, the interests of anyone other than members of the unit described in Appendix A.
- 1.5 **UNIT MAY BE EXPANDED BY MUTUAL AGREEMENT:** The bargaining unit may be expanded to other classes by mutual agreement of the Board and the Union. Disputed cases shall be submitted to the Public Employment Relations Board for a decision.
- 1.6 **NO INTERFERENCE/DISCRIMINATION:** Neither the Board nor the Union shall interfere with, restrain, intimidate, coerce or discriminate against bargaining unit members because of the exercise of their rights to engage or not to engage in lawful Union activity.

## ARTICLE 2: ORGANIZATIONAL RIGHTS

- 2.1 USE OF BULLETIN BOARDS/MAIL SERVICES:** The Union shall have the right to use institutional bulletin boards and District mail services subject to reasonable regulations; and the right to use institutional facilities at reasonable times for the purpose of conducting Union business concerned with the exercise of the rights guaranteed by statute. The Union also has the right to use District duplicating equipment, provided that the Union reimburses the District for the cost of supplies and labor.
- 2.2 LEAVE FACILITIES IN A CLEAN AND ORDERLY CONDITION:** The Union agrees to leave the facilities used in a clean and orderly condition.
- 2.3 TWO COPIES OF BOARD AGENDAS/MINUTES:** The Union shall have the right to receive two copies of the agenda and minutes of regular Board meetings sent by mail (including email) and directed to the President of the Union.
- 2.4 LIST OF UNIT EMPLOYEES AND JOB INFORMATION:** The Union shall have the right to be provided with a listing of all bargaining unit employees, their date of employment, and their primary job site within a reasonable time following request by the Union. Thereafter, the Union will be provided with a current listing of additions and deletions to the bargaining unit within a reasonable time after request.
- 2.5 TIMES WHEN UNION MAY CONDUCT BUSINESS:** Union agents and representatives may conduct Union business with members of the unit at times other than those during which they are required to render service to the District. No one shall be allowed to distribute handouts or similar material in a manner that distracts employees who are on the job performing their duties.
- 2.6 REASSIGNED TIME FOR UNION BUSINESS:** The Union will receive the equivalent of 12 FLCs per semester of reassigned time for organizational activities. In addition, the District shall provide the equivalent of 12 FLCs per semester for the purpose of negotiations and the processing of grievances. The Union will notify the District as early as possible of the name(s) of the person(s) who will be credited with this reassigned time so that necessary modifications of schedules may be made. In addition, the Union can buy up to an additional nine (9) FLCs per semester.
- 2.7 AGENCY SHOP:** The District agrees to continue to grant AFT Local 1493 an agency shop, subject to the terms and conditions outlined below.
- 2.7.1** The Union shall have a lawful notification to fee payers, informing them of their obligation under this provision of the contract and shall furnish the District with a current copy of such notification, or any amendments to such notification. The Union shall maintain a lawful appeal process including a hearing before a neutral decision-maker for challenging all or part of the agency fee, and procedures to hold in escrow any fees that are reasonably in dispute.
- 2.7.2** Those employees in the bargaining unit not wishing to join the Union may choose to pay only an agency (service) fee not to exceed the amount permitted by law.
- 2.7.3** In accordance with Government Code Section 3546.3, employees who, for religious reasons, object to joining or financially supporting employee organizations may instead donate their agency fee to one of the following “non-religious, non-labor organization or charitable fund exempt from taxation under Section 501©(3) of Title 26 of the Internal Revenue Code.” Employees are responsible for furnishing proof of contributions to the District and to AFT Local 1493.
1. The Foundation for the SMCCCD
  2. Peninsula Community Foundation
  3. Peninsula Open Space Trust
  4. The American Red Cross
  5. United Way

- 2.7.4** The Union will give each member of the unit a form to complete on which they can indicate whether they want to join the Union, pay only the agency fees or object to payment based on religious belief. In the event an employee fails to indicate a choice, the agency fee will be assessed.
- 2.7.5** The Union is responsible for all required notifications to employees of their obligations under this Article and resolution of all employee disputes related to their obligations, including all costs related to such notifications and resolutions.
- 2.7.6** The Union agrees it shall reimburse the District for any and all litigation costs and attorney fees and shall hold the District harmless from any liability arising from any and all claims, demands, lawsuits or any other actions arising from any implementation or compliance with the Article, or District reliance on any list, notice, document, certification or authorization furnished under this Article by the Union.
- 2.7.7** The District and AFT Local 1493 agree that implementation of this Agency Shop agreement is intended to be consistent with all federal, state and local laws and regulations applicable to such agreements.

### **ARTICLE 3: PAYROLL DEDUCTIONS FOR UNION DUES**

- 3.1 AUTHORIZATION FOR DEDUCTIONS:** A unit member who is a member of the Union, or who has applied for membership, may sign and deliver to the District, on forms provided by the District, an assignment authorizing payroll deductions of Union dues. Such authorization shall continue in effect from year to year unless revoked in writing.
- 3.2 DUES DEDUCTION SCHEDULE:** Pursuant to such authorization, the District shall deduct one-tenth (1/10<sup>th</sup>) of the annual dues from the employee's regular salary during each month for 10 months (August-May or September-June). Deductions for unit members who sign such authorization after the commencement of the academic year shall be one-tenth (1/10<sup>th</sup>) of the annual dues from the employee's regular salary during each month remaining in the academic year. Also pursuant to such authorization, the District shall, if so requested by the Union, also withhold Union dues for Summer Session faculty.
- 3.3 NEW, CHANGED OR DISCONTINUED AUTHORIZATIONS:** The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing thirty (30) days or more after such submission.
- 3.4 DISTRICT REMITS MONIES:** With respect to all sums for membership dues deducted by the District pursuant to employee authorization, the District agrees to remit, as soon as possible after each pay period, such monies to the Union's designee, accompanied by an alphabetical list of the names of unit members for whom dues deductions have been made, and indicating any changes from the list previously furnished.
- 3.5 UNION AGREES TO FURNISH INFORMATION:** The Union agrees to furnish any information needed by the District to fulfill the provisions of this Article.

#### **ARTICLE 4: MANAGEMENT RIGHTS**

- 4.1** The Board on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the United States and the State of California including, but without limiting the generality of the foregoing, the following rights:
- 4.1.1** To determine and administer policy.
  - 4.1.2** Subject to the provisions of the law, to hire all employees, to determine their qualifications, and the conditions for their continued employment, or their dismissal, demotion or promotion.
  - 4.1.3** To delegate to the Chancellor-Superintendent and other legally appointed officers, the operation of the colleges, the executive management and administrative control of the San Mateo County Community College District, its properties and facilities.
  - 4.1.4** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations, and practice in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.



## **ARTICLE 5: PEACEFUL SETTLEMENT OF DIFFERENCES**

- 5.1 NO INTERFERENCE WITH OPERATION OF THE DISTRICT:** It is recognized that the need for continued and uninterrupted operation of the District is of paramount importance, and that there should be no interference with such operation.
- 5.2 NO LOCK OUT OF UNIT MEMBERS:** The District agrees that it shall not, during the term of this Agreement, lock out any unit member as a result of a strike by other District employees.
- 5.3 NO STRIKE OR CONCERTED ACTION:** The Union agrees that neither the Union, nor any person acting in its behalf, will cause, authorize, engage in, sanction, nor will any of its members take part in, at the request of the Union, a strike against the District, or the concerted failure to report for duty, or willful absence from his/her duties of employment.
- 5.4 JUDICIAL RELIEF/DISCIPLINE FOR VIOLATIONS:** Nothing contained in this Agreement shall be construed to restrict or limit the District or the Union in its right to seek and obtain such judicial relief as it may be entitled to have under the law for any violation of this or any other Article, and to take such action as it deems necessary to discipline and/or discharge any employee for violation of this Article.
- 5.5 NO WAGES/BENEFITS DURING CONCERTED ACTIONS:** Employees shall not be entitled to any wages or benefits whatsoever, including but not limited to, life insurance, health insurance, vacations, wages, or any other compensation while engaged in any strike, concerted failure to report for duty, or other willful absence from their duties of employment.

## **ARTICLE 6: WORKLOAD**

- 6.1 FULL-TIME STATUS:** The basic computational unit used in determining faculty workloads is the Faculty Load Credit (FLC), defined such that a full-time unit member will be expected to provide services corresponding to thirty (30) FLCs per year. Unit members who are employed less than full time, but who are paid on the basis of the regular academic salary schedule, shall be expected to earn a proportionately reduced number of FLCs per academic year. The maximum number of FLCs assigned to a unit member in any semester will be eighteen (18), except as mutually agreed upon by the unit member and the District.
- 6.1.1** The Faculty Load Credit (FLC) Allocation is listed in Appendix F.
- 6.2 DESCRIPTION OF FACULTY DUTIES:** While this Article deals with teaching, counseling, and learning resources assignments, these specific activities comprise only a portion of the responsibilities assigned to unit members who are paid on the basis of the regular academic employee salary schedule. Other activities that make up the remainder of the assignment of such unit members are listed in the following appendices:
1. Appendix D-1 (Duties and Responsibilities of Instructors)
  2. Appendix D-2 (Duties and Responsibilities of Counselors)
  3. Appendix D-3 (Duties and Responsibilities of Librarians)
- 6.3 NUMBER OF PREPARATIONS:** Workload relative to the number of preparations shall be fair, reasonable, and equitable according to conventional past practices within the relevant disciplines or groups of disciplines. It is understood that the provisions of Section 6.3 and 6.3.1 shall not be subject to the grievance procedures of Article 17.
- 6.3.1** Disagreements about the number of course preparations required of a faculty member for a particular semester are to be resolved through informal meetings of the affected faculty member and the appropriate Dean. Either party may invite a member of the staff to assist in the resolution. Disagreements, which cannot be resolved in this manner, may be forwarded to the next administrative level for resolution. Disagreements not resolved at that level may be forwarded to the College President for final resolution. Appeal to the College President concludes the process for resolving disagreements about the number of course preparations. This procedure applies only to this section of the contract, unless specifically cited elsewhere.
- 6.4 EVENING COURSE ASSIGNMENTS:** Normally, regular full-time academic instructors will not be assigned to more than one evening course as a part of their regular load, unless they request such an assignment. However, in circumstances where it is necessary to add an additional evening course in order to complete a full assignment, such additional evening course assignments may be made, provided that such additional assignments are fair, reasonable, and equitable according to conventional past practices within the relevant disciplines or groups of disciplines. It is understood that the provisions of Section 6.4 and 6.4.1 shall not be subject to the grievance procedures of Article 17.
- 6.4.1** Disagreements about the number of evening course assignments required of a faculty member are to be resolved through informal meetings of the affected faculty member and the appropriate Dean. Either party may invite a member of the staff to assist in the resolution. Disagreements, which cannot be resolved in this manner, may be forwarded to the next administrative level for resolution. Disagreements not resolved at that level may be forwarded to the College President for final resolution. Appeal to the College President concludes the process for resolving disagreements about the number of evening course assignments. This procedure applies only to this section of the contract, unless specifically cited elsewhere.

## ARTICLE 7: HOURS OF EMPLOYMENT

- 7.1** **175 WORK DAY YEAR FOR REGULAR FACULTY:** The total required number of service days for each faculty member on a regular academic year contract shall not exceed one hundred seventy-five (175) work days, including any flex or staff development days included in the year.
- 7.1.1** The contract responsibility days of instructional faculty shall end once the total required number of service days is served and final grades and other official paperwork are submitted.
- 7.1.2** The contract responsibility days of non-instructional faculty shall end at the conclusion of the final examination period
- 7.2** **DEFINITION OF ACADEMIC YEAR:** The academic year consists of two (2) separate instructional semesters, each of which begin on the first day of instruction and end on the last day of final examinations.
- 7.3** **ADOPTION OF ACADEMIC CALENDAR:** Following negotiations with the Union, the Board will adopt an annual academic calendar that conforms to all requirements mandated by state law and the conditions of this Agreement.
- 7.3.1** When a declared holiday falls on Sunday, the succeeding workday not designated as a holiday shall be observed as the holiday. When a declared holiday falls on a Saturday, the preceding workday not designated as a holiday shall be deemed the holiday.
- 7.4** **DEFINING OFFICE HOURS:** Office hours are defined as regularly scheduled times when faculty members are present in their assigned office or approved alternate location, and available for consultation with students.
- 7.5** **Workweek for Full-time Instructional Faculty:** Full-time instructional faculty shall be present on campus in scheduled classes, offices or performing other assigned professional duties for a minimum of twenty-five (25) hours per week, prorated for regular and contract faculty with less than a full-time assignment. A faculty member may be assigned to less than a five-day per week schedule.
- 7.6** **Workweek for Full-time Counseling Faculty:** Full-time counseling faculty shall be present on campus a minimum of thirty (30) hours per week, twenty-five (25) of which are for scheduled professional duties and five (5) of which are for performing other professional duties. Hours are prorated for regular or contract counselors with less than a full-time assignment.
- 7.7** **Workweek for Full-time Librarians:** Full-time faculty librarians shall have a thirty-seven and one-half (37.5) hour workweek, of which thirty-two and one-half (32.5) hours are to be on campus for scheduled professional duties and five (5) of which are for performing other professional duties. Hours are prorated for regular or contract librarians with less than a full-time assignment.
- 7.8** **Workweek for Full-time Non-Instructional Faculty:** Full-time college nurses and faculty assigned to other duties shall be present on campus in scheduled professional duties thirty-seven and one-half (37.5) hours per week, prorated for regular or contract college nurses and faculty assigned to other duties with less than a full-time assignment.
- 7.9** **Minimum Elapsed Time:** The minimum elapsed time between the ending time of any regular workday assignment and the beginning of the following day's regular workday assignment will be eleven (11) hours, except by mutual agreement between the employee and the District.
- 7.10** **FINAL EXAM PERIODS INCLUDED IN SERVICE DAYS:** Final examination periods are included within the required number of service days. Instructors must meet all assigned classes for final

examinations at the appropriate hour as published in the College final examination schedule, except by written permission in advance from the appropriate Vice President.

**7.11 FLEX DAY OBLIGATIONS:** The District academic calendar may contain flex (staff development) days. The following provisions shall apply:

**7.11.1** Faculty members on a regular academic year contract shall participate in such flex days as part of their basic assignments. Regular faculty will be expected to participate in flex day activities for five (5) hours per flex day.

**7.11.2** Part-time faculty members shall participate in flex activities as part of their basic assignments if the flex day falls on a scheduled workday. For example, if a part-time faculty member normally holds a class on a Monday and that day is a scheduled flex day and thus his/her normally scheduled class(es) is/are not held, the part-time faculty member who participates in the College flex activities, shall receive regular pay for the normal student contact hours that would have been worked that day. Those part-time faculty members identified above can elect to participate in a college-approved flex activity on an alternative day other than the College-designated flex day, show written verification of the activity, and receive regular pay for up to the normal student contact hours that the part-time faculty member is scheduled to teach on that day of the week. Requests for approved flex day pay must be submitted by the last day of final exams of the semester in which the flex activity occurred. Other part-time faculty members may voluntarily participate in flex activities but shall not receive pay for such activity if the activity occurs on a day when the faculty member is not teaching.

**7.12 COUNSELING ASSIGNMENTS OUTSIDE REGULAR 175 DAYS:** The District and the counseling staff recognize that the dates needed for counseling services differ from the regular 175 day academic calendar and are essential to fulfilling the needs of students in the District. For that reason, faculty whose primary responsibility is counseling and whose annual teaching schedule allows for blocks of five (5) or more exchange working days within the academic year may be involuntarily assigned up to ten (10) working days of counseling duties different from the regular 175 day academic calendar, during semester breaks and/or Summer session. Involuntary assignments will only occur if there are not sufficient numbers of suitable volunteers.

**7.12.1** Whenever possible, voluntary assignments will be arranged in preference to involuntary assignments. It may not be that every counselor will be assigned by their administrator to work a full ten (10) days outside of the 175-day calendar because of the need for particular expertise or specialized program knowledge.

**7.12.2** The days of counseling duties different from the regular 175 day academic calendar will be scheduled on consecutive blocks of working days (for example, five consecutive working days at the beginning of the Fall and Spring semester), unless an exception is mutually agreed upon. For purposes of this section, Fridays during Summer session are not considered workdays. Normally, each day will consist of six hours total. However, upon mutual agreement between the counselor and supervisor, the total hours per day may be increased or decreased and the number of days worked outside the 175-day academic calendar may be increased beyond the ten (10).

**7.12.3** Those counselors who are assigned up to ten (10) days per year to work outside the 175 day academic calendar will receive exchange time during the 175 day academic calendar. "Exchange time" means that an equivalent amount of time may be taken off with full pay. The exchange days may be taken on consecutive days unless an exception is mutually agreed upon. The regular ten-month or twelve-month payment schedule for an employee's full-time salary will not be altered by any change of work schedule arranged as a result of this agreement.

- 7.12.4** Time assigned outside the academic year as well as the exchange time will be determined between the counselor and his/her supervisor prior to the assignment. A good faith effort will be made to find times that are reasonable and that achieves mutual benefit.
  - 7.12.5** The District will provide one (1) semester advance notice to counselors of the need for their services outside of the 175-day academic calendar.
  - 7.12.6** Counselors who volunteer for and are assigned time outside the 175-day academic calendar will be given priority for receiving assignments for days in addition to the 175-day calendar.
- 7.13** **COMPENSATION:** Compensation for counseling/advising responsibilities beyond the total 175 day commitment will be either pay at the faculty overload lab rate, unit banking, or compensatory time, schedule permitting.

## ARTICLE 8: PAY AND ALLOWANCES

**8.1 REGULAR FACULTY SALARY SCHEDULE:** The regular academic employees' salary schedule is listed in Appendix B. Wage increases for all full and part-time faculty will be as follows from July 1, 2013 through June 30, 2016:

1. 3.25% effective August 19, 2013
2. 2% effective with the beginning of the fall semester 2014
3. 2% effective with the beginning of the fall semester 2015

If the assessed valuation of property, as determined by the San Mateo County Assessor's Office Local Combined Roll prepared by the County Assessor's Office, increases by more than 3% for 2014-15 or by more than 3% for 2015-16, 60% of the assessed valuation increase above 3% will be added to the 2.0% compensation increases stated above effective with the beginning of the fall semester of that year. In no case shall the total increase for each year exceed 4.5% above the 2% noted above. For example, if the assessed valuation increases 8.0%, then 60% of the 5%, i.e. 3.0%, will be added to the 2% of the given year.

The dates for measuring the assessed valuation to determine the calculation above are as follows:

For 2014-15 – July 11, 2014 and for 2015-16 – July 10, 2015

AFT determines how to allocate the additional compensation increase between full and part time faculty.

**8.2 PAYCHECK PROVISIONS:** The following procedures shall apply related to faculty paychecks:

**8.2.1** Compensation for full-time regular academic employees will be paid in accordance with the payment distribution option chosen by the faculty member. Every full-time regular faculty member on a ten-month contract shall have the option of having his/her salary distributed over the 10-month academic year or over the 12-month calendar year if the 12-month option was applied as of February 1, 2001. The individual options are listed below:

**8.2.1.1 Option 1 – 10 Month Distribution:** Annual salary is paid to the employee over 10 months, commencing with the first month of the Fall Semester. Deductions for retirement, state and federal withholding taxes, and all other voluntary deductions are made over a 10-month period.

**8.2.1.2 Option 2 – 10 Month Distribution (September – June):** Annual salary is paid to employee over 10 months, September through June. Deductions for retirement, state and federal withholding taxes, and all other voluntary deductions are made over a 10-month period.

**8.2.2 Payroll Errors:** Proper salary grade and step placement is a joint responsibility of the employee and the District. All employees are to review their salary placement at least annually and should they believe that they are improperly placed on the salary schedule, they are to immediately bring this information to the attention of the District.

**8.2.2.1** Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a special payroll check issued no later than five (5) working days after the District has received both a written request from the employee and verification of the error. Otherwise, the supplemental amount will be included in the next regular paycheck following verification of the error.

**8.2.2.2** If the District overpays the employee, the employee shall, upon realizing the fact or upon notification from the District, repay the full amount of such overpayment. If the overpayment is \$100 or less, the employee shall have the overpayment deducted in the

next paycheck. For overpayments exceeding \$100, the repayment schedule shall be equal to the number of months the employee was overpaid. For example, an employee who was overpaid a total of \$300 over a period of three months shall have \$100 deducted for the three months. Employees who leave the District or go on unpaid leaves prior to complete repayment shall have the remainder of the overpayment deducted from their final check. If the final check is insufficient to cover the amount owed, the employee will submit the necessary funds to the District within 30 calendar days.

**8.2.3 Direct Deposit:** The District will offer direct deposit for payroll checks to all faculty members.

**8.3 PLACEMENT OF REGULAR FACULTY MEMBER ON SALARY SCHEDULE:** Placement of an individual on the regular academic employee salary schedule is based upon academic preparation and teaching experience or acceptable equivalent.

**8.3.1** Salary classes based upon academic preparation are defined in Appendix C.

**8.3.2** If they are to be recognized for salary placement, units taken after the award of the Bachelor's degree must ordinarily be upper division or graduate units granted by an accredited college or university.

**8.3.3** For salary placement purposes, academic degrees and units must be earned from accredited institutions of higher education. Academic degrees from unaccredited colleges and universities, both foreign and domestic, will be acceptable provided that either:

1. the registrar of an accredited institution of higher education certifies that the degree in question is the equivalent of an earned academic degree granted by his/her institution; or
2. the degree serves as the basis for the award of a post-doctoral research fellowship from an accredited institution of higher education.

**8.3.4** "Accredited institution of higher education" means an institution of higher education in the United States or its territories, accredited by a United States regional accrediting association which awards accreditation to institutions of higher education as one of its predominant activities, or by a recognized professional organization which awards accreditation to institutions of higher education for training in that profession.

**8.3.5** Degrees and academic units to be credited for salary schedule placement must be verified from original transcripts to which the college or university seal or registrar's signature has been affixed. For new employees, transcripts must be received by the Office of Human Resources by the end of the month in which original employment begins. Verification of membership in the California Bar must be by official documentation certifying that the employee is eligible to practice law in the State of California.

**8.3.6** Step placement on the regular academic employee salary schedule is based upon prior teaching experience or acceptable equivalent. High school and college-level teaching experience as a regular faculty member will be recognized on a year-for-year basis. Teaching experience between grades 1 and 8 (elementary) will be counted as one-half the value of teaching experience in grades 9 and higher. A new contract academic employee with 0 to 3 years of prior experience and whose first day of service begins on or after July 1, 2001 will be placed on Step 1. For a new contract employee with four (4) or more years of prior experience, such experience will be recognized, year for equivalent year, up to a total of seven (7) years for a maximum initial placement at Step 5. The Chancellor-Superintendent may recommend initial placement above Step 5 in exceptional circumstances that affect the interest of the District. The Chancellor-Superintendent will inform the Union president of such recommendation. The following chart illustrates initial placement according to this section:

0-3 yrs. Experience	Step 1
4	Step 2
5	Step 3
6	Step 4
7 or more	Step 5

**8.3.7** Part-time teaching will be credited on the basis of its equivalent in full-time teaching at the institution where the teaching occurred.

**8.3.8** Related vocational experience, and professional experience other than teaching in regular faculty status, will be evaluated on the basis of duration and closeness of relationship to the teaching assignment in this District. One year of teaching experience will be allowed for each two years of full-time, fully related professional or vocational experience, or its equivalent in part-time experience. Years of service spent as an apprentice, or years of service spent achieving the equivalent of journeyman status, will not be counted. Years of service, whether paid or unpaid, which were spent as a part of a required program leading to a higher academic degree or certificate will not be counted.

**8.3.9** Letters of verification of all experience used for step placement on the salary schedule must be received by the Office of Human Resources by the end of the month in which original employment begins.

**8.4** **CLASS ADVANCEMENT:** To qualify for class advancement on the regular academic employee salary schedule, academic personnel will notify Human Resources that they have received an advance degree by July 15<sup>th</sup> and submit evidence of the advanced degree from an accredited college or university or evidence of a sufficient number of units to meet requirements for class advancement on the salary schedule. As proof of completion, official transcripts must be submitted prior to August 31<sup>st</sup> of the year for which the change in salary placement is requested. Class advancements are processed only during the month of August of each year, and modify the employee's salary for the full college year.

**8.4.1** For class advancement purposes, an academic employee may submit without prior approval:

1. Upper division and graduate units, offered by accredited colleges and universities, relevant to the instructor's teaching field.
2. Education courses required for a credential or degree appropriate to the instructor's field in community college teaching.

**8.4.2** Other courses must be individually approved by the Vice Chancellor of Human Resources. Prior approval of courses in which an academic employee plans to enroll should be obtained to ensure that units will be applicable for advancement on the salary schedule. Such requests for prior approval should be submitted to the employee's immediate supervisor, who will attach his/her recommendation and forward them through the Vice President to the Vice Chancellor of Human Resources. The Vice Chancellor of Human Resources will then approve or disapprove, in full or in part, and so inform the instructor, the Vice President, and the immediate supervisor.

**8.5** **STEP ADVANCEMENT ON REGULAR SCHEDULE:** To qualify for step advancement on the regular academic employee salary schedule, an employee's term of service must encompass seventy-five percent (75%) or more of the school days in the college year, or seventy-five percent (75%) or more of the school days in two semesters within a three-year period.

**8.5.1** From Step 1 through Step 8, employees will advance at the rate of one step per year. Two years of service at Step 9 are required for advancement to Step 11. Three years of service at Step 11 are required for advancement to Step 14. Four years of service at Step 14 are required for advancement to Step 18. Five years of service at Step 18 are required for advancement to Step 23.



**8.5.2** All step advances on the salary schedule are normally effective at the beginning of the Fall semester. However effective spring 1999, step advances for regular, full-time faculty whose service begins in Spring semester and who meet the requirements of Section 8.5, will advance to the next step on a Spring anniversary date rather than the Fall anniversary date.

**8.6** **REQUIRED SERVICES OUTSIDE THE NORMAL WORK YEAR:** Academic employees may occasionally be asked to work extra days that are not a part of the 175-day academic year. To the extent that funds have been budgeted and specific assignments approved by the appropriate administrator, required services involving a minimum of six (6) hours of work will be compensated on a per diem basis. For less than a full day of work, academic employees will be compensated at the special rate of the Part-time or Faculty Overload Salary Schedule.

**8.6.1** The per diem rate is six hours at the special rate, Step 10 of the appropriate hourly salary schedule.

**8.6.2** Academic employees who are expected to work beyond the normal 175-day academic year because of serving on a screening committee for new employees will be paid at the special part-time rate for actual hours worked in session with the committee or at the per diem rate, whichever is less. Any such work must be necessary and have prior approval of the College President or the Chancellor-Superintendent.

**8.7** **SALARY DEDUCTIONS FOR ABSENCE WITHOUT PAY:** When an academic employee whose compensation is based upon the regular academic employee salary schedule is absent for reasons which do not justify the use of any of the forms of authorized leave with pay, a fraction of the employee's annual salary will be deducted. The fraction will be the number of days absent divided by the number of days in the teaching year.

**8.7.1** When a deduction for a partial day of absence becomes necessary, the fraction of a day absent will be computed by dividing the number of hours of absence by the total number of hours the employee is scheduled to be on campus on that day, including office hours.

**8.8** **PART-TIME SALARY SCHEDULE:** The part-time employees' salary schedule is listed in Appendix B. It applies to academic employees with assignments of sixty percent (67%) or less of full time for the college year. It also serves as the basis of compensation for summer session assignments and of additional compensation for full-time academic employees assigned beyond their regular full-time assignments. Summer Session compensation will be based on the part-time employee salary schedule in effect during the previous Spring semester.

**8.9** **PLACEMENT ON PART-TIME SALARY SCHEDULE:** Placement of an individual on the part-time employee salary schedule is based upon academic preparation and teaching experience or acceptable equivalent.

**8.9.1** Degrees and units are used to determine step placement on the part-time employee salary schedule in accordance with the following rules:

**8.9.1.1** Persons holding an earned doctorate, or who are members of the California Bar, will be given two (2) years of teaching equivalency, to be added to the total of the years credited as a result of evaluating teaching and related experience.

**8.9.1.2** Persons holding a valid Master's degree, or a life vocational credential will receive zero (0) years of teaching equivalency.

**8.9.1.3** Persons holding only a Bachelor's degree and any number of units taken after the award of the degree will have one (1) year of teaching equivalency subtracted from the years credited for teaching and related experience.

**8.9.1.4** Persons holding only an A.A. degree and any number of units short of a Bachelor's degree will have three (3) years of teaching equivalency subtracted from the total years credited for teaching and related experience.

**8.9.1.5** One (1) year and no years of college are assigned a value of negative four (4) years of teaching equivalency and treated as above.

**8.9.2** Both teaching and related work experience will be evaluated as set forth in Sections 8.3. of this Agreement. As with the regular academic employee salary schedule, high school and college level teaching experience will be recognized on a year-for-year basis up to five years. The maximum initial step placement on the part-time employee salary schedule will be at Step 8, except for holders of an earned doctorate or members of the California Bar, for whom the maximum initial placement will be at Step 10. Step 1 of the part-time salary schedule is inactive as of September 1999

**8.10** **PLACEMENT ON PART-TIME SCHEDULE UPON RETURN:** Part-time faculty returning to the District who have been in paid academic status during two semesters (summer sessions are acceptable in lieu of semesters) within a three-year period shall be advanced a step on the salary schedule beginning in the Fall Semester.

Part-time faculty returning to the District after a break of more than three years shall be placed on the salary schedule at a step no lower than the step at which they were paid when they left the District.

**8.11** **STEP ADVANCEMENT ON PART-TIME SCHEDULE:** To qualify for step advancement on the part-time employee salary schedule, an employee must have served in paid academic status during two semesters (summer sessions are acceptable in lieu of semesters) within a three-year period. Step advancements will be made only at the beginning of the Fall semester.

**8.12** **PART-TIME COUNSELING SERVICES PAY RATE:** Counseling service, when compensated on a part-time basis, will be paid at the appropriate hourly laboratory rate.

**8.13** **SUBSTITUTE PART-TIME PAY RATES:** Substitute instructors, librarians, and counselors will be paid at the substitute's step of the appropriate column of the part-time salary schedule.

**8.14** **LARGE CLASS PAY:** A large class for the purpose of additional compensation under the terms of this Article is defined as having 70 or more students enrolled at census.

Deans will engage in a collaborative process with department faculty to determine which courses can be appropriately designated as "large classes".

Eligible courses are those that meet general education, UC, and CSU requirements, those that meet graduation requirements, major requirements, and vocational courses required for a certificate, degree, or transfer. (Ineligible courses are television courses, open skills labs, Cooperative Education, all matriculation activities, team sports, team taught courses, independent study, and all courses numbered in the 600's and 700's.

Assignment to teach a large class is voluntary.

Additional compensation is at the special rate of pay and does not affect the FLC for the course. The compensation is consideration for the extra time needed for required paperwork.

<u>Additional weekly compensation for large classes:</u>	<u>70-94 students 3 hours</u>
	<u>95-119 students 4 hours</u>
	<u>120-144 students 5 hours</u>

145-169 students 6 hours

AFT and the District agree to the above for a trial period of four (4) semesters beginning with the Fall 2005 semester. This agreement may be extended by mutual consent.

This shall remain in effect until June 30, 2015.

## ARTICLE 9: HEALTH AND WELFARE BENEFITS

- 9.1 PERS MEDICAL AND HOSPITAL PLAN:** The District will provide the PERS Medical and Hospital Plan for employees and retirees in accordance with rules and regulations established by PERS.
- 9.1.1** Should a carrier withdraw from the PERS Umbrella plan, members of the unit will select from one of the remaining PERS options.
- 9.2 MEDICAL PREMIUM CAP AMOUNT:** Effective January 1, 2014, the District will contribute up to the following amounts as appropriate towards PERS medical coverage premiums: ,
- |                                       |                      |
|---------------------------------------|----------------------|
| Employee only:                        | \$ 704.00 per month  |
| Employee plus one dependent:          | \$1,027.00 per month |
| Employee plus two or more dependents: | \$1,334.00 per month |
- 9.3 DISTRICT WILL PAY PREMIUM INCREASES FOR OTHER BENEFITS:** The District will pay the increased costs of dental insurance, life insurance, salary continuation insurance, and Medicare Part B.
- 9.4 DENTAL INSURANCE:** The District will provide each eligible employee and eligible dependents with Delta Dental Plan (DDP) or the coverage provided by Private Medical-Care Inc. (PMI). The plans are described in detail in the benefits handbook available in the Office of Human Resources. The maximum dental coverage in any one calendar year shall be \$2000.
- 9.5 LIFE INSURANCE:** The District will provide each eligible employee with a term life insurance policy covering the employee and eligible dependents. The life insurance plan is described in detail in the benefits handbook available in the Office of Human Resources. Effective March 1, 2001, the term life insurance coverage shall equal one time the employee's annual base salary.
- 9.6 SALARY CONTINUATION INSURANCE:** The District will provide each eligible employee with salary continuance insurance to cover disability after the employee's sick leave balance has been exhausted. The salary continuance insurance plan is described in detail in the benefits handbook available in the Office of Human Resources. The maximum monthly benefit for unit members shall be \$5,000 per month.
- 9.7 VISION INSURANCE:** The District will provide each eligible employee and eligible dependents with Vision Service Plan (VSP) Plan C..
- 9.8 MEDICARE PART B COVERAGE:** The District will pay the premiums for Medicare Part B coverage for an eligible retiree and/or spouse/eligible domestic partner over 65 years of age.
- 9.9 ELIGIBILITY RULES:** To be eligible for the benefits described in this Article in any given semester or academic year, a member of the unit must be employed at more than sixty percent (60%) of full time. A full-time regular academic employee may retain eligibility for the benefits described in this Article in the case of mutually agreed upon reduction of assignment, provided that the reduced assignment is at least fifty percent (50%) of full time.
- 9.10 ELIGIBLE DEPENDENTS/DOMESTIC PARTNERS:** Eligible dependents/domestic partners are those specified in the contracts between the District and the insurance carriers.
- 9.10.1** The District agrees to include domestic partner benefits in the PERS Health Plans offered by the District. The definition of domestic partner shall be that used by PERS Health Plans. If the definition of a domestic partner used by PERS changes, the District shall implement the change on the effective date allowed by PERS. Domestic partners shall comply with all registration requirements required by state law or PERS, and shall complete all necessary declarations and statements of financial liability. Forms are available in the Office of Human Resources.

**9.10.2** The District agrees to include domestic partner benefits in the dental and vision plans offered by the District. In order to be considered a domestic partner, the following criteria must be met:

1. The two individuals are each other's sole domestic partner and intend to remain so indefinitely.
2. Neither individual is married to, or legally separated from anyone else nor has had another domestic partner within the prior six (6) months (unless the relationship terminated due to death).
3. Both individuals are at least eighteen (18) years of age and mentally competent to consent to contract.
4. Neither individual is related by blood to a degree of closeness that would prohibit legal marriage in the state in which the individuals reside.
5. The individuals co-habit and reside together in the same residence and intend to do so indefinitely. The individuals have resided in the same household for at least six (6) months.
6. The individuals are not in the relationship solely for the purpose of obtaining benefits coverage.
7. The individuals have engaged in a committed relationship of mutual caring and support and are jointly responsible for each other's common welfare and living expenses. The individuals interdependence is demonstrated by at least two (2) of the following:
  - Proof of domestic partnership from the California Secretary of State (required for domestic partnership medical coverage under the Public Employees' Retirement System).
  - Common ownership of real property (joint deed or mortgage agreement) or a common leasehold interest in property.
  - Common ownership of a motor vehicle.
  - Driver's license listing a common address.
  - Proof of joint bank accounts or credit accounts.
  - Proof of designation as the primary beneficiary for life insurance or retirement, benefits, or primary beneficiary designation under a partner's will.
  - Assignment of a durable property power of attorney or health care power of attorney.

**9.10.3** Dependent children of domestic partners are eligible for coverage if they have been legally adopted by the District employee and are unmarried, primarily dependent on the employee for support, and meet the age, school, and all eligibility requirements of the various medical, dental and visions plans.

**9.11** **SURVIVOR BENEFITS:** If a member of the unit meets the eligibility requirement for retiree medical benefits specified in Section 10.1 and dies before retirement, medical and dental benefits will be provided by the District for the unmarried surviving spouse/domestic partner as provided for the unmarried surviving spouse/domestic partner of an eligible retiree in Section 10.1.

**9.12** **MEDICAL STIPEND FOR PART-TIME FACULTY:** As of January 1, 2014, the District will provide up to \$600.00 per period and increased subsequently, if State funding fully covers the increased cost of providing this stipend for reimbursement of employee incurred health benefit costs to all part-time employees who are employed in the District at 40% or more of a full-time load (6/15 FLC) and complete a 40% load. The reimbursement will be paid for the periods July through December and January through June.

**9.12.1** The stipend shall be used to reimburse part-time faculty who qualify for reimbursement under these provisions for premium costs only from enrollment in any HMO, PPO, or indemnity health

plan licensed and registered by either the California Department of Insurance or the California Department of Corporations.

**9.12.2** Employees wishing to be reimbursed for medical expenses under this article must initiate the request on a District form. The employee must furnish documentation (cancelled check, paid statement) showing that the employee had been purchasing health insurance during the instructional period for which the employee was otherwise not eligible for reimbursement from any other source. This request is to be submitted only to the division dean at the College where the employee receives his/her paycheck. The division dean will forward the request to the Vice Chancellor of Human Resources for approval and processing of the reimbursement.

**9.12.2.1** The reimbursement request must be submitted as follows:

- a) the 15<sup>th</sup> of November for the period covering July 1<sup>st</sup> through December 31<sup>st</sup>;
- b) the 15<sup>th</sup> of May for the period covering January 1<sup>st</sup> through June 30<sup>th</sup>.

**9.13** **IRC 125 PLAN:** The District will maintain a program that implements the Internal Revenue Code Section 125 and provides for before tax employee contributions to non-District covered health and dependent care costs.

**9.13.1** Part-time employees who are assigned at least one semester length course may participate in this plan during that semester. The limit for earnings to be set aside for an eligible part-time employee's medical benefits is \$400 per semester, \$1,200 per year. The limit for earnings to be set aside for an eligible part-time employee's dependent care benefits is \$1,666 per semester, \$5,000 per year. Part-time employees will enroll separately for each semester of participation.

## ARTICLE 10: RETIREMENT

- 10.1 RETIREE MEDICAL AND DENTAL BENEFITS:** The following procedures shall apply to retiree medical and dental benefits.
- 10.1.1 Employed Prior to January 1, 1987:** The District will pay lifetime medical and dental insurance premiums for retirees and eligible spouse/domestic partners who were employed by the District as Contract I employees prior to January 1, 1987 and met the eligibility criteria. The eligible retired member of the unit, and that member's spouse/domestic partner at the time of the member's retirement, shall be eligible for continuation of benefits during the life of the retired member of the unit, and, following the death of the retired member, during the life of the un-remarried surviving spouse/domestic partner. The surviving spouses/domestic partners of deceased retirees are continued on benefits without interruption as long as they remain unmarried. The domestic partner benefit portion applies only to those retirees who retired on January 1, 2000 or after.
- 10.1.2 Employed On 1/1/1987 through 9/7/1993:** For those employed as Contract I employees on January 1, 1987 through September 7, 1993, the maximum amount paid by the District for retiree medical benefits would be the amount the District would have been required to pay had the retiree selected the appropriate Kaiser Health Plan. The eligible retired member of the unit, and that member's spouse/domestic partner at the time of the member's retirement, shall be eligible for continuation of benefits during the life of the retired member of the unit, and, following the death of the retired member, during the life of the un-remarried surviving spouse/domestic partner. The surviving spouses/domestic partners of deceased retirees are continued on benefits without interruption as long as they remain unmarried. The domestic partner benefit portion applies only to those retirees who retired on January 1, 2000 or after.
- 10.1.3 Employed On or After 9/8/1993:** For unit members whose first day of paid service commences on or after September 8, 1993, the maximum amount paid by the District for retiree health benefits (medical and dental) shall be \$450/month until the employee becomes eligible for Medicare Part B. At that time, the District will then pay, for the employee only, the lowest cost medical plan available within the agreement between the parties.
- 10.1.4 10 Years of Service Required – Employed Prior to 9/8/1993:** For those hired prior to September 8, 1993, to be eligible for District-paid retiree medical and dental benefits, the retiree must have ten (10) full years of service with the District, be at least 55 years of age, and the age at retirement of the retiree (in full years) when added to the number of completed full years of service must total 75 or more. For a year of service to be counted, the assignment must have been such that the employee was eligible for medical insurance benefits if such benefits were available to employees.
- 10.1.5 20 Years of Service Required – Employed On or After 9/8/1993:** For unit members whose first day of paid service commences on or after September 8, 1993, to be eligible for District-paid retiree medical and dental benefits, the retiree must have twenty (20) full years of service within the District, must be at least 55 years of age, must be currently employed by the District at the time of retirement, and the age at the time of retirement of the retiree (in full years), when added to the full years of service, must total 75 or more. For a year of service to be counted, the assignment must have been such that the employee was eligible for medical insurance benefits if such benefits were available to employees.
- 10.2 PHASE-IN RETIREMENT PLAN:** Eligible members of the unit may phase in their retirement program through reduction of workload from full-time to part-time duties in accordance with provisions of the Education Code.

- 10.2.1** To be eligible to apply for this option, an employee must have reached age 55 and must have been employed full-time in positions requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.
- 10.2.2** The District and the employee shall contribute to the appropriate retirement fund as prescribed by law.
- 10.2.3** The employee shall receive health benefits as provided full-time academic employees.
- 10.2.4** The schedule of part-time employment shall be mutually agreed upon by the District and the employee, and shall be in the best interests of the educational program of the District.
- 10.2.5** At the conclusion of ten (10) years of such part-time employment, the employee shall fully retire from all employment with the District.

**10.3** **POST-RETIREMENT EMPLOYMENT PLAN:** Subject to the approval of the Board of Trustees and the recommendation of the responsible administrator, a member of the unit who is retired from service may be employed by the District in an academic position subject to the following conditions:

- 10.3.1** A member of the unit who retires can request an assignment for a minimum of one (1) semester up to six (6) semesters during which the retiree would provide professional services for a maximum of 9 FLCs per academic year. Members initially approved for less than six (6) semesters may request additional assignments in the subsequent two (2) years, up to a total of six (6) semesters. The faculty member and the responsible administrator will sign a contract stipulating to the duration of the post-retirement contract. The rate of compensation shall be increased to \$2,888 per FLC effective August 20, 2007, and will increase by any percentage of negotiated salary increase during each year of this agreement. In no case shall the rate of compensation for 9 FLCs or less exceed the maximum earnings limitation imposed by the State Teachers Retirement System (STRS).
- 10.3.2** The assignment would be in the retiree's areas of expertise and would take into account the retiree's desires and the District's needs.
- 10.3.3** The Division's Peer Review Committee will conduct student evaluations in each of the post-retiree's classes during the first year of post-retirement service, unless the post-retiree was evaluated during his/her last year of regular service. The committee will assess instructional performance based on the results of the student evaluations. The District may undertake disciplinary or non-renewal procedures independent of the evaluation process for one or more of the grounds set forth in Section 87732 of the Education Code. The post-retiree will have a hearing before the Chancellor or designee. At the hearing, the District must present evidence of the unsatisfactory performance or behavior and the post-retiree shall have the right to present any evidence to refute the allegations. The Chancellor or designee will render a decision in writing. If the post-retiree disagrees with this decision, he/she has the right to appeal it to the Board. If requested by the post-retiree, AFT shall have the right to represent the post-retiree in the hearing process with the Chancellor and/or Board.
- 10.3.4** Post-retirement faculty are entitled to the same leaves as provided to part-time hourly employees. Leave is earned for each semester worked. Such leaves will accumulate only for the maximum six-(6)-semester period of post-retirement employment, will not be forwarded to the State Teachers Retirement System (STRS), and has no monetary value.
- 10.3.5** The retired employee may be reemployed if able to pass a physical examination prescribed by the STRS.



**10.3.6** Unless mutually agreed to by the District and the retiree, the option not to accept an assignment as specified in Section 10.3.1 would constitute, for the employee, a termination of the program specified in Section 10.3.

**10.4** **PRE-RETIREMENT WORKSHOPS:** The District will provide at least two pre-retirement workshops, one of which will be on retirement through the State Teachers' Retirement System (STRS). The topics of pre-retirement workshops other than the one specified in Section 10.4 will be by mutual agreement of the Union and the District.

**10.5** **STRS CASH BALANCE PROGRAM FOR PART-TIME FACULTY:** The District will offer the STRS Cash Balance Program as an optional benefit to all part-time faculty in lieu of participation in Social Security and/or the regular STRS defined benefit retirement plan. The parties recognize that the STRS Cash Balance Program calls for a payroll contribution of 4% of regular salary from the employee and 4% from the District as the employer contribution. Part-time faculty will participate in one of three plans: the STRS Cash balance Program, the STRS defined benefit or Social Security. New employees who do not make a selection during initial employment sign-up shall default to the STRS Cash Balance Program.

**10.6** **STRS SERVICE CREDIT FOR PART-TIME FACULTY:** The District will implement the STRS service credit reporting changes for part-time instructional faculty according, allowing for one year of service credit for 525 hours of employment per year.

## ARTICLE 11: LEAVES OF ABSENCE

- 11.1** **SICK LEAVE:** Leave of absence for illness or injury will be provided by the District.
- 11.1.1** An employee who is employed full time (15 FLCs) each semester shall be entitled to five (5) days leave of absence for illness or injury per semester. An employee who is employed for less than full time each semester will receive the proportional number of days of leave.
- 11.1.2** Academic employees (does not apply to day-to-day substitutes) shall be granted one day of sick leave if employed for the full (at least six weeks) Summer Session. This sick leave may be accumulated along with other District sick leave. Any sick leave granted or accumulated through continued employment in this District may be used for illness or accident during summer session.
- 11.1.3** A unit member who is absent due to illness or injury for less than one full day shall have deducted from the accrued sick leave bank 2.5 hours. A unit member who is absent due to illness or injury for a full day shall have 5.0 hours deducted from the accrued sick leave bank.
- 11.1.4** The full amount of the leave granted each year under this section shall be available on the first day of each academic year and need not be accrued prior to taking such leave.
- 11.1.5** If absence because of illness or injury extends beyond the number of days of the employee's accumulated sick leave, the district will pay partial salary for a period not to exceed five (5) school months. The payment shall be the difference between the employee's salary and the substitute's pay, if a substitute is employed, or the amount that would have been paid a substitute on Step I of the appropriate schedule, should it be unnecessary to employ a substitute. This partial salary benefit begins upon the expiration of sick leave. The five-school-month limitation begins with the first day of absence involving the illness or injury.
- 11.1.6** Unused full paid sick leave granted under this section may be accumulated from year to year provided there is no break in service. For a part-time employee, a break in service must involve three or more consecutive semesters.
- 11.1.7** Upon retirement, eligible employees will be credited with additional service time for unused sick leave, according to procedures prescribed by law.
- 11.1.8** An absence affidavit shall be signed by any person absent because of illness or injury and medical verification may be required by management to make proper determination of eligibility for benefits under this section.
- 11.1.9** Unused sick leave accrued in California public elementary schools, secondary schools, or community colleges may be transferred in accord with Education Code Section 87782. Official verification of unused sick leave should be forwarded to the Office of Human Resources, where it will be credited to the employee's sick leave balance.
- 11.1.10** If an employee is granted an unpaid leave of absence for illness or injury after all paid sick leave has expired, the District will continue benefits specified in Article 9 for a period of five (5) months from the beginning of the unpaid leave. Thereafter, during the unpaid leave, employees may continue membership and group coverage by payment of premiums at their own expense.
- 11.1.11** Leave for an employee under quarantine will be handled the same as if the employee were ill.
- 11.1.12** Upon request, the District shall make available to each contract, regular, and full-time temporary employee, and each part-time employee who is a member of the unit, his/her accumulated sick leave balance and his/her sick leave entitlement for the current academic year.

- 11.2 INDUSTRIAL ACCIDENT OR ILLNESS LEAVE:** Industrial accident or illness leave will be provided as specified in this section.
- 11.2.1** The accident or illness must have arisen out of and in the course of employment, and must be accepted by the Worker's Compensation administrator as a bona fide injury or illness.
- 11.2.2** In any one fiscal year, allowable leave for each industrial accident or illness will be limited to the number of days of temporary disability but shall not exceed sixty (60) working days.
- 11.2.3** Allowable leave under this section shall not be accumulated from year to year.
- 11.2.4** The leave under these rules and regulations will commence on the first day of the absence.
- 11.2.5** Industrial accident or illness leave will be reduced by one day for each day of authorized absence regardless of any temporary disability indemnity award.
- 11.2.6** Maximum salary during any one period will not exceed the normal salary rate. An employee provided an award under Worker's Compensation will endorse in favor of the District the daily wage award earned during the sixty (60) working day period. The District in turn, will pay the absent employee his/her full normal wage for each day of absence during the sixty (60) working day period.
- 11.2.7** If an accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee is entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 11.2.8** If an employee exhausts the sixty (60) working days of entitlement and is still unable to return to duty, the employee will commence to use sick leave. The daily wage award made under Worker's Compensation will continue to be endorsed to the District. The District will pay the difference between the daily Worker's Compensation award and the normal daily rate of pay. Accumulated or available sick leave, however, will be reduced only by that amount required to provide a full day's wage when added to the Worker's Compensation award for each day of absence.
- 11.3 FAMILY ILLNESS LEAVE:** An employee may use up to six (6) days of accrued sick leave to attend to a child, parent, sister, brother, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, spouse/domestic partner, domestic partner's child, domestic partner's parents, any person who has legally filled the role of a parent, or a relative living in the immediate household of the employee who is ill. Such time will be deducted from the employee's regular sick leave account.
- 11.4 BEREAVEMENT LEAVE:** Paid bereavement leave up to three (3) days per occurrence, or five (5) days if out-of-state travel is involved, will be allowed for death of the child, parent, sister, brother, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, spouse/domestic partner, domestic partner's child, domestic partner's parents, any person who has legally filled the role of a parent, or a relative living in the immediate household of the employee.
- 11.4.1** Upon request of the employee, paid bereavement leave of two (2) days per occurrence will be granted in the event of the death of a sister-in-law or brother-in-law, and such leave will be deducted from the employee's regular sick leave account.
- 11.5 PERSONAL NECESSITY LEAVE:** In case of personal necessity, a member of the unit may draw on accumulated sick leave not to exceed seven (7) days in any fiscal year for any one or any combination of the following purposes:
1. Accident involving the employee's person or property or the person or property of the employee's immediate family.

2. Imminent danger to his/her home occasioned by an event such as flood or fire, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his/her assigned hours of service.
3. Additional days beyond the three (3) or five (5) granted in Section 11.4.
4. Appearance in court or before an administrative tribunal as a litigant, party, or witness under subpoena or official administrative order.
5. Religious holidays on which the employee would otherwise be required to work.
6. Such other reasons as approved by the District.

**11.5.1** Personal necessity leave shall be limited to circumstances serious in nature that the employee cannot reasonably be expected to disregard. Absences pursuant to this leave provision normally necessitate the employee's immediate physical presence elsewhere and involve matters that cannot be accomplished at any other time.

**11.5.2** Prior approval is required for all personal necessity leave days except for those described in Section 11.5-1 or 11.5-2 and for up to two of the seven days which may be used without prior approval or subsequent documentation.

**11.6** **EXCHANGE TEACHING LEAVE:** Upon the recommendation of the Chancellor-Superintendent and approval by the Board of Trustees, a leave of absence of not more than two consecutive semesters may be granted for exchange teaching.

**11.7** **MILITARY LEAVE:** Military leave of absence will be granted as provided for in the Military and Veterans' Code of the State of California. Such leave must be verified by copy of the military orders requiring military duty.

**11.8** **JURY DUTY:** A member of the unit who is ordered to appear in court for jury duty on any day upon which he/she is required to render service to the District shall receive full salary less an amount equal to any fees received. Any specific amount provided for meals, mileage, and/or parking allowance provided by the court shall not be considered as part of the amount received for jury duty or witness fees.

**11.9** **MATERNITY/CHILD BONDING LEAVE:** The Board of Trustees shall grant maternity and/or child bonding leave without pay to members of the unit in accordance with the Family Medical Leave Act, the California Family Rights Act, and the District Policy on Leaves of Absence. Accumulated sick leave may be used for any period of time that the employee must be absent from work as prescribed by the physician in accordance with the provisions of the Family Medical Leave Act and the California Family Rights Act.. Such leave shall run concurrently with sick leave, extended leave and any other leave granted under the provisions of this Agreement. As with other leave without pay, no sick leave benefits shall accrue to employees on an unpaid portion of maternity/child bonding leave.

**11.10** **PAID LEAVE FOR ATTENDING CONFERENCES, SPECIAL MEETINGS, ETC.:** An employee may be granted a paid leave for the purpose of attending a conference or special meeting, or engaging in other temporary assignment in the performance of duties on the approval of the Chancellor-Superintendent or his/her designee.

**11.11** **OTHER LEAVE EITHER PAID OR UNPAID CAN BE REQUESTED:** A leave of absence may be granted to an employee on a paid or unpaid basis upon the request of the employee and the approval of the Board.

**11.12** **NO BREAK IN SERVICE FOR TAKING A LEAVE:** Absence under paid leave shall not be considered a break in service and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence. An unpaid leave shall not be considered a break in service (for seniority purposes) but the individual shall not accrue other benefits provided under the provisions of this contract during the period of the leave.

- 11.13 PRIOR APPROVAL OF OTHER LEAVES:** Approval of absences other than for leaves specified in this article must be obtained in advance from the designated supervisor and will result in a reduction in salary of one day's pay for each full day of absence.
- 11.14 FAMILY MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA FAMILY RIGHTS ACT (CFRA) BENEFITS:** Family care leave. In accordance with the provisions of the Family Medical Leave Act and the California Family Rights Act and the District Policy on Leaves of Absence and will be applied concurrently with employee sick leave, extended leave, industrial accident/injury leave and/or other applicable paid District leaves.
- 11.15 CATASTROPHIC LEAVE:** The District shall create a catastrophic leave program as follows:
- 11.15.1** Faculty members may donate one sick leave day per fiscal year to each person suffering a catastrophic illness; however, each employee must retain at least 22 sick leave days (approximately one work month) for his/her own account.
  - 11.15.2** Donated sick leave will be recorded sequentially. Unused sick leave reverts to the donor when the recipient leaves the employment of the District.
  - 11.15.3** Any Faculty member who received eligible sick leave credits under this program shall first exhaust all paid leave he/she has accrued.
  - 11.15.4** The Vice Chancellor of Human Resources and the President of AFT shall determine whether or not to grant a request for "Catastrophic Leave" based on verification by a medical doctor as to the nature of the illness or injury, anticipated length of absence and the prognosis for recovery.
  - 11.15.5** The number of sick days that can be received by an employee is limited to 38 days per fiscal year; a maximum of 20 days may be used at the onset of the illness and the remainder will be available for use upon return to work.
  - 11.15.6** If a faculty member is probationary at the time of taking a catastrophic illness leave, that faculty member's probationary status will resume upon return to work from catastrophic illness leave. Donated sick leave time is not counted towards attainment of regular status.

## ARTICLE 12: TRANSFERS AND REASSIGNMENTS

- 12.1 ASSIGNMENT OF EMPLOYEES:** Each member of the unit is assigned by Board action. Within Board authorization, the Chancellor-Superintendent has the authority to assign all employees as to location of assignment and specific hours of employment in harmony with conditions specified in this Agreement. An employee gains status and employment rights as an employee of the District, but not as an employee of a specific college.
- 12.2 TWO TYPES OF TRANSFER:** Two types of transfers will be addressed in this article: voluntary transfers (employee initiated) and involuntary transfers (District initiated). A college with faculty available for transfer will be referred to as the **sending college** and a college requiring faculty will be referred to as the **receiving college**.
- 12.3 VOLUNTARY TRANSFERS ARE PREFERABLE TO INVOLUNTARY:** Whenever possible, voluntary transfer will be arranged in preference to involuntary transfer.
- 12.4 VOLUNTARY TRANSFERS:** Voluntary transfers shall be handled as follows:
- 12.4.1** All unit members will be notified of the opening of full-time faculty positions at each college in the District by notice in the vicinity of the faculty mailboxes.
  - 12.4.2** An instructor desiring to transfer to another college may submit a transfer request to the division dean of the sending college.
  - 12.4.3** If the request is approved by the division dean, he/she will then forward it to the receiving college within ten (10) days of the request date.
  - 12.4.4** No transfer request shall be denied for reasons other than the one that the transfer would cause actual harm to the educational program at the sending college or the receiving college.
  - 12.4.5** If, during the academic year in which the request was submitted, a vacancy occurs at the receiving college, the faculty member having requested transfer will be considered before any new employee is recruited.
  - 12.4.6** When the receiving college has made its decision, the instructor will be notified. Upon request, the instructor who is denied transfer will be provided with written notification of the reason for the denial.
- 12.5 INVOLUNTARY TRANSFERS:** Involuntary transfers may be effected: (1) when an employee must take a split-load assignment at two colleges in order to fill his/her full annual workload, or (2) to avoid a layoff under reduction-in-force conditions, or (3) whenever an opening is declared at one college in a teaching field in which there is an anticipated teacher surplus at another college, and no one has volunteered to transfer.
- 12.5.1** Regardless of the reason for transfer, the procedures for involuntary transfer will be put into effect in sufficient time for the transferring instructor to be notified no later than four weeks prior to the beginning of the semester in which the transfer will take place.
  - 12.5.2** The following procedures shall cover required split load assignments:
    - 12.5.2.1** When a split-load is required in order to complete an employee's full annual workload, every effort will be made to restrict all classes on any given day to one college only.
    - 12.5.2.2** The Board will reimburse the employee for any mileage from one college to the other incurred as a result of a split-load assignment, but will not reimburse the employee from home to the first assignment of the day; nor for the trip home from the last assignment of the day.

- 12.5.2.3 The instructor will not be requested to serve on college committees at more than one college during any semester.
  - 12.5.2.4 The instructor will be formally evaluated at no more than one college during any semester. The instructor will normally be evaluated at the college of his/her major assignment.
  - 12.5.2.5 Extensions of involuntary split-load assignments from semester to semester will be avoided in every instance where possible.
- 12.5.3 Transfers that result from staff reduction in a particular kind of service at a given college will be by reverse seniority with the least senior employee who is credentialed and competent at the sending college being transferred first. If transfer of this employee would result in actual harm to the educational program of the sending college, then the next least senior employee would be transferred. If vacancies exist at more than one college, the most senior employee who is credentialed and competent will be given a choice of colleges.
- 12.5.4 When an opening is declared at one college in a field in which there is an anticipated teacher surplus at another college, and there is no volunteer for transfer, the following procedure will be followed:
- 12.5.4.1 The division dean of the sending college will, if possible, forward a list of the two (2) least senior instructors whose teaching disciplines, training, credential, and experience qualify them to fill the announced vacancy to the appropriate division dean of the receiving college. If transfer of one or both of these employees would result in actual harm to the educational program of the sending college, the next least senior employee(s) would be listed. The division dean will also immediately inform the instructors so listed that they are available for transfer.
  - 12.5.4.2 The division dean at the receiving college will select the one who is judged best qualified to fit the requirements of the receiving college.
  - 12.5.4.3 All parties concerned will be promptly notified of the transfer decision.
- 12.5.5 An involuntarily transferred instructor may return to his/her sending college under the following circumstances:
- 12.5.5.1 Any instructor involuntarily transferred may return to the sending college, upon his/her request, after two years at the receiving college, provided that at least one FTE in his/her teaching field is currently being filled by part-time employees at his/her former college.
  - 12.5.5.2 At any time following an involuntary transfer, if a full-time teaching position for which the transferred instructor is qualified becomes available at the sending college, the transferred instructor may return to the sending college upon his/her request.

12.6 **REASSIGNMENT:** A member of the unit may be assigned to perform a specified service in a faculty service area (FSA) other than the faculty service area of his/her principal current assignment only if the employee is either credentialed or meets minimum qualifications to perform the specified service and satisfies any one of the criteria listed below:

1. Holds a major or a Master's or Doctorate degree appropriate to the specified service
2. Performed the specified service in this District during the current year
3. Performed the specified service in this District during at least four semesters within the last seven years

4. Has the specified service as a major on an applicable California credential
5. Performed the specified service as his/her principal assignment at the time he/she was granted tenure in this District.

**12.6.1** Whenever possible, voluntary reassignment will be arranged in preference to involuntary reassignment.



## ARTICLE 13: PROFESSIONAL DEVELOPMENT PROGRAM

**13.1 PURPOSE:** There shall be an Academic Employee Professional Development Program to provide opportunities for the individual professional development of regular academic employees for the purpose of maintaining and enhancing the excellence of the educational programs of the District. The main thrust of this program is to update, retrain, and extend the expertise of faculty to meet the current and future needs of our students in accordance with college priorities.

**13.2 OPTIONS:** The leave options available through the Professional Development Program include the following:

1. conference/professional meeting attendance;
2. short-term projects defined as activities of three (3) weeks or less;
3. long-term projects defined as activities of more than three (3) weeks up to a full semester; and
4. extended leaves defined as full release from regular duties for an academic year.

Long term projects and extended leaves are intended to provide full release from regular duties and enable unit members to respond to changing educational conditions and to engage in substantive professional growth projects. These professional development options allow time for advanced formal coursework, independent study, work experience, programs of study and/or research and other beneficial activities which do not fall under regular faculty responsibilities. Intellectual property created during an extended leave or a long-term project is the property of the faculty member unless other specific agreements have been made with the District.

**13.3 LEVEL OF FUNDING FOR PROGRAM:** The level of funding will be one percent (1%) of the District budget for regular academic and third- and fourth-year tenure track academic employees of the unit plus \$50,000 from a combination of Partnership for Excellence and Faculty Development funds, to the extent those funds are available, for extended leaves.

**13.3.1** District funds will be allocated to the three colleges in amounts corresponding to the ratio of the numbers of regular academic and third- and fourth-year tenure track academic employees at each college.

**13.3.2** The college budget will be augmented by these amounts, categorically funded for this purpose.

**13.3.3** All projects funded for the following fiscal year must carry over committed monies from the current fiscal year.

**13.3.4** Ending balance funds in a fiscal year can be carried over to the next fiscal year. This fund carryover will not reduce the following year's allocation for that college.

**13.4 COMPENSATION:** All participants will receive their regular pay and fringe benefits for leaves up to a full semester. For projects with full release from regular duties for an academic year, participants will receive all fringe benefits and eighty percent (80%) of their regular pay.

**13.4.1** Participants on extended leaves may use previously banked time to bring their compensation up to 100% during a leave.

**13.4.2** Overload pay or reassigned time activities shall not be used to bring compensation up to 100% while participants are on an extended leave.

**13.5 DISTRICT'S SUPPORT:** The following are allowable costs.

**13.5.1 PERSONNEL:** Necessary instructor replacement costs.

**13.5.2 REGISTRATION FEES:** Reimbursement of registration fees to attend conferences, workshops, seminars, or other projects as approved by the Professional Development Committee.

**13.5.3: OTHER:** Course enrollment fees/tuition and/or travel/lodging costs may be reimbursed at the discretion of each college's Professional Development Committee.

**13.6 COSTS TO THE EMPLOYEE:** All expenses not listed on section 13.5 above will be borne by the participant

**13.7 REPLACEMENT:** Part-time faculty will be used as a replacement for a unit member participating in any approved Professional Development project. Part-time faculty may have an assignment up to 67% of a full-time load as a long term project or an extended leave replacement. If the District opts to replace a program participant with a full-time leave replacement, the costs to the Professional Development Program will be calculated as if the participant had been replaced with part-time hourly faculty.

**13.8 TYPES OF ACTIVITIES FOR SHORT- AND LONG-TERM PROJECTS:** The activities may be completed at a college, university, or in any other appropriate environment. The activities will be of the following four types, and must result in demonstrable benefit to the students of the District:

1. Participation in workshops, colloquia, seminars, or training sessions.
2. Retraining—acquiring new skills to be used in new areas and/or in improving and updating existing skills.
3. Advanced study—engaging in systematic graduate studies and/or activities directly related to identified college priorities.
4. Research—engaging in a variety of activities such as original work in one's field of expertise, extensive reading and summarizing of knowledge in a specific area, perfecting techniques and processes applicable to one's assignment.

**13.9 TYPES OF ACTIVITIES FOR LONG-TERM PROJECTS AND EXTENDED LEAVES:** For leaves of a full semester or an academic year, activities will be considered according to one or more of the following categories, all categories being considered equally:

- a. Retraining of applicant to allow for future new assignment in a needed area;
- b. Study, project or activity that provides an applicant with opportunities to upgrade skills and knowledge for current or future assignments;
- c. Study, project or activity for the improvement of curriculum, educational delivery, student personnel services or other support services;
- d. Study, project or activity for development or revision of certificate or degree program;
- e. Study, project or activity related to feasibility or revision of new or existing programs.

**13.10 ELIGIBILITY**

- i. Regular and third- and fourth-year tenure track academic employees are eligible for short- and long-term projects with no restriction on the frequency of participation.
- ii. All regular academic employees who have completed six (6) years of continuous paid service with the District directly preceding the term of the requested leave are eligible for extended leaves. District authorized paid leaves will not constitute a break in service.
- iii. Part-time faculty shall be eligible to apply for and participate in short-term Professional Development activities.

**13.11 SELECTION PROCESS:** The Professional Development Committee on each campus shall consist of three AFT appointed faculty members, one Academic Senate appointed representative and two administrators.

**13.11.1** The Chairperson will be a faculty member chosen by the Committee. Each member has one vote.

**13.11.2** A majority (four votes) is required to select a leave request for approval.

**13.11.3** The Committee will screen the preliminary proposals. Faculty members whose preliminary proposals are acceptable may be requested to submit detailed proposals for final approval.

- 13.11.4 The Committee will submit a prioritized list of projects to the President of the college who will be responsible for granting final approval after consultation with the appropriate Dean.
- 13.11.5 Selection for extended leaves will be governed by a) potential of future service to the District and students; b) relative merits of application; and c) seniority.
- 13.11.6 Applicants whose requests have been denied by the Committee shall be informed, in writing, of the reasons for denial.
- 13.11.7 It is the intent of this program to fund a reasonable mix of short and long-term projects as well as extended leaves.

**13.12 APPLICATION PROCEDURES FOR SHORT-TERM PROJECTS:** Eligible faculty initiate the selection process by submitting a proposal to the Professional Development committee. The proposal will include: a) an estimated budget; b) a plan for replacement of the faculty member (if necessary); c) a brief statement of purpose; and d) a plan for sharing the results of the activity.

**13.13 APPLICATION PROCEDURES FOR LONG-TERM PROJECTS AND EXTENDED LEAVES:** Eligible faculty must submit a proposal to the Professional Development Committee by the mid-semester preceding the commencement of the project. Each application must be accompanied by a) an outline of the planned project, program, activity or work experience including a statement of purpose and objectives; b) a description of the activities involved; c) a plan for sharing or applying the result of the activity; and d) an estimated budget and a plan for replacement of the faculty member.

**13.14 TIMELINES:**

1. Short projects may be submitted for approval throughout the semester, typically thirty (30) days prior to the commencement of the project.
2. Long-term projects and extended leaves will be submitted for review no later than the mid-semester preceding the commencement of the project.

**13.15 RETURN FROM LEAVES:** Within thirty (30) days after returning to regular duties, each leave recipient will submit one or more of the following, providing evidence of having met the objectives stated in the initial application. Documentation will be submitted to the Professional Development Committee.

1. A transcript of courses taken and grades earned;
2. A report on the educational benefits of project or activity undertaken;
3. A description of plans for application of new skills and knowledge to teaching assignment and/or campus program;
4. Letter from an employer verifying work experience;
5. Samples of creative work, summary of research, and other evidence of original work produced as a result of leave.

The Professional Development Committee may request further evidence beyond that which is submitted by the recipient; such evidence must be submitted within two weeks of the Committee's request.

**13.16 RETURN OBLIGATION:** Recipients of extended leaves for an academic year must work for the District for two years after returning from such leave. Recipients of a long-term leave for a full semester must work for the District for one year after returning from such leave. If a faculty member fails to fulfill this return obligation, the District has the right to recover the total cost of salary and benefits, unless otherwise mutually agreed to between the District and faculty member.

#### **ARTICLE 14: LAYOFFS**

- 14.1 UNION WILL BE NOTIFIED OF POTENTIAL LAYOFFS:** When it is reasonably certain that faculty layoffs are to be recommended in specific areas, the Union will be notified of the contemplated action and the reasons therefore. It is understood that the Education Code prohibits the retention of a junior employee when a more senior employee who holds an FSA and competent to perform the service is laid off.
- 14.2 UNION WILL BE NOTIFIED OF THE NUMBER OF LAYOFFS:** At the time that members of the unit are informed that recommendations have been made that their services will not be required for the ensuing year, the District will notify the exclusive representative as to the names and number of members of the unit who have received such notice.
- 14.3 EMPLOYEES' NAMES SHALL BE CONFIDENTIAL UNTIL HEARING OR WAIVER:** Until the employee has requested a hearing or has waived his/her rights to a hearing, the names of the individuals given notice of layoff will remain confidential by the District and the Union.
- 14.4 SENIORITY LISTS PROVIDED TO THE UNION:** The District will provide the Union with a current seniority list of contract and regular employees, which will include the employee, their worksite, and the current FSA(s) on file. Any change or revision in the seniority list will be reported immediately to the Union. Seniority, worksite, and FSA information may be provided through separate lists if the District so chooses.

## **ARTICLE 15: PERFORMANCE EVALUATION PROCEDURES**

- 15.1 DISTRICT WILL ESTABLISH UNIFORM STANDARDS FOR EVALUATIONS:** As provided by law, the Board will establish uniform standards for evaluation of academic employees as part of the rules and regulations of the District.
- 15.2 ALL EVALUATIONS CONDUCTED PURSUANT TO THIS ARTICLE:** All required evaluations of academic employees, who are members of this unit, shall be conducted in accordance with the procedures specified in this article.
- 15.3 EVALUATION DEFINITIONS:** In this article, the following terms will be given the meaning specified:
- 15.3.1** The “immediate supervisor” of the employee is the person so designated in the organizational diagram of the College or the District Office.
  - 15.3.2** “Peer” shall be, except in unusual circumstances, a regular academic employee within the same division or other administrative unit as the person to be evaluated.
  - 15.3.3** “Client” shall be recipient of the services performed by the person to be evaluated.
  - 15.3.4** A “full-employment” year is one during which the employee serves for more than 75% of the school days at more than 60% of the assignment of a full-time employee with comparable duties.
- 15.4 EVALUATION POLICIES:** Evaluation policies and procedures for regular, contract, and part-time faculty are contained in Appendix G. Each policy is subject to the grievance process stated in this agreement.

## ARTICLE 16: SAFETY CONDITIONS OF EMPLOYMENT

- 16.1 DISTRICT ASSUMES RESPONSIBILITY FOR SAFETY:** The Board recognizes that in providing the educational program of this District, it assumes the responsibility for the safety of District employees while they are in and on the facilities provided in furtherance of that program. The District recognizes its responsibilities to comply with relevant Cal-OSHA regulations.
- 16.2 PUBLISH/POST RULES AND PROVIDE SAFE EQUIPMENT:** The Board shall provide, publish, and post rules for safety and the prevention of accidents, provide protective devices where they are required for the safety of employees, and provide suitable and safe equipment where such equipment is necessary for the operation of the District.
- 16.3 DISTRICT SHALL MAINTAIN SAFE WORK ENVIRONMENT:** The District shall at all times maintain standards of safety and sanitation in conformance with law, and Union and District shall cooperate to eliminate hazards and correct any conditions adversely affecting the health and safety of employees.
- 16.4 EMPLOYEE SHALL NOTIFY SUPERVISOR:** Any faculty member who observes a condition in the working environment that he or she believes violates this article and feels is unsafe and creates any imminent danger of harm to any person shall immediately notify his/her immediate supervisor of the existence of such condition. Nothing herein shall be deemed to preclude such faculty member from contacting any other person or entity that may have the jurisdiction or ability to investigate or correct the alleged unsafe condition.
- 16.5 APPEAL PROCESS:** This appeal process shall be used if a complainant believes this article has been violated and the complainant has notified his/her immediate supervisor of an alleged unsafe working condition impacting a unit member, and the complainant feels that District management has failed to take appropriate corrective action, the complainant may submit a written statement of the alleged condition or violation and any proposed corrective action to the Vice President of Student Services. The Vice President shall then take appropriate corrective action or forward the complaint to the College President.
- 16.5.1** Within five (5) working days of receipt of any such complaint, the College President or designee shall initiate appropriate corrective action, or shall initiate action to convene the Campus Safety Committee. The committee shall investigate the complaint and shall prepare written findings and recommendations within 15 working days after being convened.
- 16.5.2** If the Campus Safety Committee recommends corrective action, and such action is not approved by the College President/designee, the complainant who submitted the complaint may, within 15 working days after receipt of his/her copy of the decision by the College President/designee, appeal to the Chancellor or his/her designee. The Chancellor/designee will render a decision in writing within 15 working days after hearing the appeal.
- 16.5.3** The decision of the Chancellor/designee may be appealed within 15 working days after receipt of his/her copy of the decision to the Board of Trustees. The decision of the Board shall be final.
- 16.6 Safety Committee:** A Safety Committee shall be established on each campus and will include two (2) representatives appointed by AFT. A Campus Safety Committee will meet at least quarterly. A District Safety Management Committee will meet at least twice each fiscal year.
- 16.6.1** The committees shall promulgate internal committee rules to promote and maintain a safe and healthful campus environment, educating and training personnel in safe work practice.
- 16.6.2** The committees shall recommend consistent district-wide procedures for scheduling safety inspections to identify and correct any unsafe conditions and work practices.

**16.6.3** The committees shall meet to discuss accident and illness prevention methods, injury and illness records, and the results of regular safety inspections.

**16.6.4** The committees shall make recommendations to a District Safety Management Committee on the elimination of risks, on corrective actions on identified hazards, and on training needed to maintain environmental safety within the District.

**16.7** **Not Subject to Arbitration:** This Article shall not be subject to the arbitration provision of the Grievance Procedure set forth in Article 17.

## ARTICLE 17: GRIEVANCE PROCEDURE

**17.1** **DEFINITIONS:** The following definitions shall apply to the grievance procedure:

**17.1.1** A “grievance” is defined as an alleged violation of a specific article or section of this Agreement that personally and adversely affects the grievant.

**17.1.2** A “working day” is any day of service in the calendar year.

**17.1.3** A “grievant” may be an employee, group of employees, or the Union. The Union may file grievances over alleged violations of the contract.

**17.1.4** A “party in interest” is a person or persons making a claim of grievance or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

**17.1.5** A “complaint” is an allegation that there has been a misinterpretation, misapplication, inequitable application, or violation of any policy of the District to the extent that the individual believes to have been adversely affected. Complaint issues relating to District Rules and Regulations or District Policy are not subject to grievance and are heard through standard administrative channels.

**17.2** **PURPOSE:** The purpose of this grievance procedure is to provide for the processing of a claim of grievance, and to secure, at the lowest possible level, solutions to problems that arise under this Agreement.

**17.2.1** This grievance procedure is intended to supplement but not supplant normal and usual procedures for solving personnel problems. Problems involving matters other than alleged violations of a specific article or section of this Agreement are to be resolved through standard administrative channels.

**17.3** **LEVEL I:** A grievance will first be discussed orally with the grievant’s immediate supervisor with the objective of resolving the matter informally. In the event the grievant is not satisfied with the attempted or suggested resolution by informal means, the grievant may submit a formal grievance in writing to the College President with a copy to the immediate supervisor. The date of receipt by the College President of the written grievance will be considered the “filing date.”

**17.3.1** No grievance shall be recognized unless it shall have been presented at Level I within thirty (30) working days after the grievant knew or, with reasonable diligence, should have known of the act or condition and its aggrieving nature that forms the basis of the grievance, and if not so presented, the grievance will be considered as waived.

**17.3.2** A written statement at Level I shall include:

1. a description of the specific grounds for the grievance, including names, dates and places necessary for a complete understanding of the grievance;
2. a listing of the specific article or section of this Agreement alleged to have been violated; and
3. a listing of specific actions requested of the District that will remedy the grievance.

**17.3.3** If a formal grievance has been filed, the grievant may: (a) discuss the grievance personally, or (b) request that a representative accompany him/her. In all cases, a Level I meeting will be scheduled within seven (7) working days of the filing date, unless a later date is mutually agreed to.

**17.3.4** The College President shall, within ten (10) working days following the meeting to discuss the grievance, render his/her decision and the reasons therefore, in writing, to the grievant. A copy of



the decision at this level shall be sent to the Assistant Chancellor for Human Relations and the Union.

**17.4** **LEVEL II:** If the grievant is not satisfied with the disposition of the grievance at Level I, the grievant may file for a Level II hearing within ten (10) days of the receipt of the Level I decision, or within fifteen (15) days of the close of the hearing at Level I if no Level I decision has been rendered, whichever is sooner. Grievants not complying with the above time constraints for filing at Level II will be deemed to have waived their rights to a Level II hearing. A grievant filing for a Level II hearing will forward the written grievance to the Office of the Chancellor. The written statement at Level II shall include the following:

1. all of the information required for the Level I grievance statement;
2. a list of the reasons why the College President's proposed resolution of the grievance is unacceptable;
3. a listing of specific actions requested of the District which will remedy the grievance; and
4. a request for a conference with the Chancellor or designee if desired.

**17.4.1** The grievant and/or Union may request a conference with the Chancellor/designee. If the grievant and/or Union requests a conference at Level II, the request shall be granted. When a hearing has been requested at a Level II meeting, it will be scheduled within ten (10) working days of the appeal date, unless a later date is mutually agreed upon. The grievant may request the presence of a Union representative or representatives at any conference.

**17.4.2** The Chancellor/designee shall render a written decision to the grievant within ten (10) working days after the conference at Level II if one has been requested, or within (10) working days after receipt of the grievance if no conference is held. Information copies of the decision shall be sent by the Chancellor/designee to the grievant's immediate supervisor, the College President, the Union, and to any representative designated by the grievant.

**17.5** **LEVEL III:** If the grievant is not satisfied with the disposition of the grievance at Level II, the grievant may request, through the Union, that the grievance be arbitrated. Such written request shall be filed in the office of the Assistant Chancellor for Human Relations within ten (10) working days after receipt of the written decision at Level II. The Union shall retain the right to determine which grievances may proceed to arbitration.

**17.5.1** A Certified Shorthand Reporter shall be employed to record verbatim the entire arbitration hearing if requested by either the Union or the District. In any case in which a shorthand reporter is involved, the parties shall share equally the cost of such reporter including per diem, mileage, and other out-of-pocket expenses. If the arbitrator requests a shorthand reporter, the parties shall likewise share equally the cost of such reporter. The cost of transcripts shall be borne by the party ordering such transcripts. All other expenses shall be borne by the party causing them to be incurred.

**17.5.2** When arbitration has been requested, the parties shall contact the California State Conciliation Service for a list of arbitrators. The Union and the Assistant Chancellor for Human Relations, or his/her designee, shall alternately strike names from such list until only one (1) name remains. This person shall be designated as the arbitrator, and shall proceed to hear the grievance.

**17.5.3** The function of the arbitrator shall be:

- a) To hold a hearing concerning the grievance, and
- b) To render an advisory award within thirty (30) days after the close of the hearing.

**17.5.4** Once the arbitrator has been selected, hearings shall commence and be held at the convenience of the arbitrator. However, hearings shall be confined to working days.

- 17.5.5** Unless mutually agreed to by both parties, neither the District nor the Union shall be permitted to assert any grounds or evidence before the arbitrator that was not previously disclosed to the other party. The arbitrator shall consider only those issues that have been properly carried through prior steps as required by the provisions of this grievance procedure.
- 17.5.6** The arbitrator shall not render any award that conflicts with or alters this Agreement or violates State and/or Federal. It is understood, however, that the arbitrator shall interpret the Agreement in accordance with acceptable rules of contract construction.
- 17.5.7** The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper and fix the effective date of any such award or finding.
- 17.5.8** Each party shall bear the full costs for its representation in the arbitration. The arbitrator's fees and charges shall be divided equally between the Union and the District.
- 17.6** **LEVEL IV:** Either the grievant or the responding party may appeal the advisory award of the arbitrator to the Board of Trustees within ten (10) working days after the receipt of such advisory award.
- 17.6.1** The Board of Trustees shall render its decision within twenty (20) working days after receipt of the appeal at this level, or twenty (20) working days after receipt of the transcript of the arbitration hearing, whichever comes later. The decision of the Board of Trustees shall be final and binding on all parties, except that no rights of the grievant to further legal action shall be abrogated.
- 17.7** **GENERAL PROVISIONS:** The following general provisions shall apply:
- 17.7.1** A decision rendered at any level shall be considered final unless an appeal is registered within the time limits specified.
- 17.7.2** Time allowances set forth at each level may be extended by mutual consent of the grievant and the responding party and extensions will be made based upon vacation schedules if so requested by either the Union or the District.
- 17.7.3** Should the hearing of any grievance require that an employee be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.
- 17.7.4** No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- 17.7.5** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 17.7.6** All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control that is relevant to the issues raised by the grievance.
- 17.7.7** Any grievance that arose prior to the effective date of this Agreement shall not be processed according to these procedures.

## ARTICLE 18: SUMMER SESSION EMPLOYMENT

**18.1 CONTRACT ARTICLES THAT APPLY DURING SUMMER SESSION:** The only articles of this Agreement, which apply to summer session employees, are the following:

- a) Article 1: Recognition
- b) Article 2: Organizational Rights
- c) Article 3: Payroll Deductions (as per Section 3.2)
- d) Article 4: Management Rights
- e) Article 5: Peaceful Settlement of Differences
- f) Article 16: Safety Conditions of Employment
- g) Article 17: Grievance Procedure

**18.2 SUMMER PAY:** Compensation for summer session is provided in Section 8.8.

**18.3 SICK LEAVE FOR SUMMER:** Sick leave for summer session is provided for in Section 11.1.2.

**18.4 Office Hours:** The District agrees to pay all part time faculty teaching summer school paid office hours pro-rated one and one-half (1.5) office hours per week for every three (3) FLCs (Faculty Load Credit) taught. The formula used by payroll for the monthly pay will be the hours worked for this course this month divided by the total contact hours for this course times the FLC for this course divided by two (2) times the total number of weeks the course meets.

$$\text{Monthly office hours} = \text{Hrs worked}/(\text{total contact hrs}) * (\text{FLC}/2) * (\text{total weeks for the course})$$

For part time faculty who have been assigned office space, the syllabi should reflect actual office hour availability to meet with students. For part-timers without assigned office space, the syllabi should indicate how and when students can reach them for assistance by providing e-mail and phone contact information.

## **ARTICLE 19: PART-TIME EMPLOYMENT**

- 19.1 SENIORITY LISTS:** Each Division or similar unit that employs part-time employees will establish a seniority list based on the first part-time employment at the specific college.
- 19.1.1** Regular faculty who are assigned an overload will be included in the divisional-based part-time seniority list.
- 19.1.2** Seniority lists shall be updated with new names and start dates that are added to the lists. Copies of the list shall be made available to faculty who make such a request. In addition a copy of the seniority lists shall be forwarded to Human Resources by the date of the fall and spring first census.
- 19.1.3** If a break in service exceeds three (3) semesters, then the person's name is to be removed from the seniority list. If a part time faculty member requests, but is not given, an assignment, it will not constitute a break in service; however, if the faculty member is not given an assignment after requesting it for a period of five consecutive semesters, the person's name will be removed from the seniority list.
- 19.2 ASSIGNMENT AND RETENTION:** Among the factors considered in determining retention and all assignments, including additional assignments that become available, are seniority, as described in 19.1, relative experience/qualifications and program need.
- 19.2.1** Factors included when giving due consideration to relative experience/qualifications include, but are not limited to:
- General teaching experience including other institutions, not just within the District;
  - Related professional experience other than teaching;
  - Skills and experience in specialized areas;
  - Level of education/academic preparation; and
  - Previous performance record (satisfactory or better) and adherence to District Rules and Regulations.
- 19.2.2** Program need includes, but is not limited to:
- Employee qualifications to carry out the assignment;
  - Expertise and/or demonstrated practical experience in the specific requirements of the assignment;
  - Employee ability to use and expose students to current information, technology and skills required in the assignment;
  - Employee availability at needed time;
  - Maintenance of an inclusive academic staff.
- 19.2.3** It is the responsibility of the part-time faculty member to provide information to management to be considered when determining retention and assignment.
- 19.2.4** When feasible, each College Division will make reasonable efforts to provide part-time faculty with the same or similar faculty load as an assignment of at least the same or similar faculty load as in the previous term if the part-time faculty member has received two (2) consecutive satisfactory evaluations or has been given an assignment for six (6) semesters with no negative evaluations.
- 19.2.5** If a reduction in assignment is required, the appropriate administrator will discuss the reasons for the reduction with the part-time faculty member. If requested by the affected part-time faculty member, the appropriate administrator will provide written confirmation of such reduction including the specific reason(s) for the reduction to the part-time faculty member.

**19.2.6** If, during any semester, there are more part-time faculty members than there are available assignments, and if all of the criteria for determining assignments that are defined in 19.2.1 and 19.2.2 above have been met to the satisfaction of the appropriate administrator then the remaining available assignments shall be offered to those part-time faculty members who are most senior according to the Seniority Lists as described in 19.1, with the most senior part-timers being offered at least the same faculty load as in the previous term before a part-time faculty member with less seniority is offered an assignment.

**19.2.7** The appropriate administrator will provide all part-time faculty a document to request assignments and loads for each subsequent semester prior to finalization of the class schedule. When feasible, part time faculty members will be notified of their proposed assignments at least ten (10) working days prior to the beginning of that assignment. If the assignment and load request is denied, the faculty member may submit a written request to appropriate administrator who shall provide in writing the reasons for the denial.

**19.2.8** A part-time teaching faculty member whose assignment is reduced (e.g. class canceled due to financial exigency or low enrollment) within three weeks (fifteen working days) prior to the beginning of that assignment may not claim seniority as a reason to be reassigned in place of a less senior part-time faculty member provided that the less senior part-time faculty member had already been given an assignment prior to the three week period. However, seniority remains a factor to be considered whenever new or un-staffed assignments become available. A part-time faculty member whose assignment is reduced under this section will not lose his/her seniority or accumulated sick leave.

**19.2.9** As provided in 19.2, 19.2.4, 19.2.6 and 19.2.8, when additional classes become available, after all the criteria for determining assignments that are defined in 19.2.1 and 19.2.2 have been met, classes will be offered to the most senior part-time faculty members until their faculty load request is met (not to exceed 67% of full time or as prescribed by law.)

**19.3** **BUYING INTO KAISER HEALTH PLAN:** Part-time faculty who meet the basic eligibility requirements, and who are not otherwise already covered by the District's health benefit plan, shall have the right to buy into the District's Kaiser Foundation Health Plan.

**19.4** **BUMPING BY FULL-TIME EMPLOYEE:** Bumping of a part-time instructor by a full-time instructor shall have no effect on seniority or accumulated sick leave.

**19.5** **EVALUATIONS CAN BE SUBMITTED FOR FULL-TIME OPENING:** Results of evaluations of part-time faculty may be submitted as part of an application for a full-time position.

**19.6** Office Hours Part-time faculty will be compensated for office hours. Payment for office hours during Fall and Spring semesters shall be based on one (1) office hour for every three (3) FLCs taught times 17.5 weeks for all classes that are 17.5 weeks or less and times the actual class weeks for classes in excess of 17.5 weeks. The formula used by Payroll for the monthly pay will be the hours worked for this course this month divided by the total number of contact hours for this course times the FLC for this course divided by three (3) times (the number of weeks the course meets or seventeen and one half (17.5%), whichever is greater)

$$\text{Monthly office hours} = \text{Hrs worked}/(\text{total contact hrs}) * (\text{FLC}/3) * (\text{total weeks for the course})$$

For part time faculty who have been assigned office space, the syllabi should reflect actual office hour availability to meet with students. For part-timers without assigned office space, the syllabi

should indicate how and when students can reach them for assistance by providing e-mail and phone contact information.

**ARTICLE 20: FACULTY SERVICE AREAS (FSA)**

**20.1** **FACULTY SERVICE AREAS:** Faculty Service Areas (FSAs) in the SMCCCD will correspond to the Disciplines List as approved by the Board of Governors. The term “competence,” as related to Faculty Service Areas, will be defined as meeting the minimum qualifications approved by the Board of Trustees.

## **ARTICLE 21: MISCELLANEOUS PROVISIONS**

- 21.1 SEVERABILITY CLAUSE:** If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 21.2 AGREEMENT SHALL SUPERSEDE RULES AND PRACTICES:** This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board
- 21.3 FULL AND COMPLETE AGREEMENT:** This Agreement shall constitute the full and complete commitment between both parties, and shall supersede and cancel all previous agreements both written and oral. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 21.4 NEGOTIATING SUCCESSOR AGREEMENT:** The Board agrees to enter into negotiations with the Union over a successor agreement no later than six (6) weeks after the public meeting of the Board of Trustees at which time the Union successor agreement proposals are presented to the Board as per the requirements of Senate Bill 160. Any agreements so negotiated shall be reduced to writing after ratification by the parties.



## ARTICLE 22: UNIT BANKING

- 22.1 UNIT BANKING CONCEPT:** The intent of unit banking is to allow a 100% full-time, tenured faculty member to accumulate earned leave. While the activities engaged in during the earned leave are entirely at the discretion of the employee, the leave is considered an opportunity for personal experimentation, renewal, and professional development that benefits the individual and ultimately his/her students. It further benefits the institution as an opportunity for flexibility and experimentation.
- 22.2 RIGHT TO UNIT BANKING:** Any 100% full-time, tenured member of the faculty who accepts an overload assignment (during day, evening, or Summer Session), may, subject to the conditions that are set forth in this article, opt to “bank” the overload faculty load credits (FLCs) to use toward future earned leave. The faculty member will work together with the appropriate Dean to develop a plan indicating when units will be banked, when they will be applied toward a leave, and what preparations are necessary to ensure proper functioning of the educational program in the faculty member’s absence. If the faculty member serves under more than one Dean, each of the Deans will participate in the planning process. The plan will be submitted to the appropriate Vice President for final approval to ensure coordination with other leaves, adherence to the intent of this article, and resolution of any disputes. This plan may be revised upon mutual agreement of the faculty member and the Dean(s).
- 22.2.1** Unit banking agreements do not create special priorities or obligations with respect to overload assignments.
- 22.3 QUALIFYING ACTIVITIES:** Most activities engaged in by 100% full-time, tenured faculty which result in extra pay at an part-time rate, such as overload teaching, laboratory work, counseling, and program coordination, are eligible for unit banking. Activities not eligible for unit banking include those funded by Trustees’ grants and external grants.
- 22.4 UNIT BANKING PROCEDURES:** Normally, the total overload worked in a semester must be either banked or paid. The overload may not be split (partially paid, partially banked) without the mutual consent of the faculty member and the division dean(s) or unless a split is required to limit the total banked FLCs to the maximum allowed (see below).
- 22.4.1** Normally, the total number of FLCs banked in a given semester may not be less than one-half or more than six. Exceptions require the mutual consent of the faculty member and the division dean(s).
- 22.4.2** No banked time will be earned for incomplete or canceled assignments.
- 22.4.3** Any prior under-loading of a faculty member’s assignment must be cleared before banking can occur.
- 22.4.4** The total number of banked FLCs for a faculty member shall not exceed the amount needed to take one full semester of leave (normally 15), except that up to 30 FLCs may be accumulated for use as leave in the year prior to a planned retirement.
- 22.5 STATUS OF BANKED FLCs:** The District shall establish an in-house escrow account reserved for unit banking. All monies, which would otherwise be required to pay the faculty member for the overload assignment being banked, will be deposited in the escrow account. Such funds will be held to hire necessary substitute or part-time employees during the time when the banked FLCs are applied to an earned leave or when disbursement is required to the faculty or faculty member’s estate.
- 22.5.1** If the District elects to not replace part or all of a faculty member’s load while the faculty member is on leave, the District may withdraw the unneeded portion of funds from the escrow account.
- 22.6 USE OF BANKED FLC’s:** Faculty members will use banked leave at the time agreed upon with their division dean(s) when establishing the plan. Requests to take leave with accumulated banked units will be

granted only if the faculty member's program can operate satisfactorily in the faculty member's absence and a suitable replacement is available. The regular District procedures for advertising and evaluating applicants will be used to seek appropriate replacements.

- 22.6.1** No more than one full-time equivalent (FTE) faculty member from a discipline, or 25% of the eligible FTE in a discipline, whichever is the larger number, may be on leave (for any reason) at the same time. If more than this amount of FTE faculty leave is applied for, selection of faculty who may take their leave will be made based on program requirements as determined by the Dean(s). Earned leave will not be treated differently from other types of leave when making these determinations. Seniority among applicants who have not taken an earned leave within the past five years is an additional factor that may be considered when determining who may take a leave.
- 22.6.2** Faculty who wish to apply banked overload to a leave must submit to their division dean(s) a written request for such leave at least one year in advance. Exception to such notice may be made upon the mutual consent of the faculty member and the division dean(s).
- 22.6.3** Faculty may apply banked overload to a partial or full semester leave, or to a full last year of employment, but not to part of a course assignment. The loading formula in effect at the time the FLC is earned shall be applied to the leave semester.
- 22.6.4** Normally, earned leave can be taken only from similarly compensated activities as those for which the banked FLCs were earned (lecture, laboratory, counseling, advising, etc.). The current value of banked FLCs must equal or exceed the cost of replacement for the full assignment being vacated. Current value is considered the actual number of banked hours multiplied by the applicable current rate for Step 10 placement on the part-time pay schedule.
- 22.6.5** While on leave, the faculty member shall be paid according to the full-time salary schedule in effect at the time the leave is taken, or a percentage thereof if a partial leave is taken.
- 22.6.6** Employee and dependent benefits will continue in effect for the faculty member using earned leave and such leave will not be considered a break in service.
- 22.6.7** Once enrolled in the program, a faculty member may not withdraw the banked units and receive a cash payout, except in highly unusual emergency situations outlined in the pertinent Internal Revenue Service (IRS) regulations for early payout of deferred compensation. Banked FLCs must be used within seven (7) years of the first semester of accumulation. Exceptions may be granted by the Dean(s) for unusual circumstances, such as unexpected exigencies experienced by the faculty member which prevent the taking of a leave as planned. In such a case, a new banking plan will be prepared that ensures taking the leave in a timely manner. If all or a portion of banked leave is not used, the faculty member will receive monetary compensation at the rate of pay which was in effect for overload assignments at the time credit was earned and banked.
- 22.6.8** In the event of a faculty member's death, the value of accumulated FLCs will be paid at the same rate as unused FLCs to the estate of the deceased in the same manner as other compensation due the employee.

**ARTICLE 23: DURATION**

- 23.1 EFFECTIVE DATES OF AGREEMENT:** This Agreement shall be effective on July 1, 2013 and shall continue in full force and effect through June 30, 2016.
- 23.2 SIGNATURES:** In witness whereof, the Union has caused this agreement to be signed by its Chief Negotiator and AFT Negotiating Team, and the District has caused this Agreement to be signed by its Chief Negotiator, Chancellor and President of the Board of Trustees.

**FOR THE UNION**

**FOR THE DISTRICT**

\_\_\_\_\_  
**Joaquin Rivera**  
Chief Negotiator, AFT, Local 1493

\_\_\_\_\_  
**Karen Schwarz, President**  
Board of Trustees

\_\_\_\_\_  
**Teeka James**  
AFT Local 1493

\_\_\_\_\_  
**Ron Galatolo, Chancellor**

\_\_\_\_\_  
**Victoria Clinton**  
AFT, Local 1493

\_\_\_\_\_  
**Harry W. Joel, Vice Chancellor Human Resources**

\_\_\_\_\_  
**Sandra Raeber**  
AFT, Local 1493

**Dated:** \_\_\_\_\_

## **APPENDIX A: AFT BARGAINING UNIT**

Included in the bargaining unit are the following:

- Contract and regular academic employees
- Hourly academic employees
- Summer session academic employees

Excluded from the bargaining unit are the following:

- Management, supervisory and confidential employees
- Day-to-day substitutes
- Guest lecturers
- Teachers of credit classes who are not teachers of record, unless they are contract or regular employees
- Teachers of non-credit courses in Community Services programs

## **Appendix B: Salary Schedules and Academic Titles**

EFFECTIVE: 15 August 2013

Grade	1	2	3	4	5
Step	<u>Base</u>	<u>MA</u>	<u>MA w/45 Units</u>	<u>MA w/62 Units</u>	<u>PhD/EdD /JD</u>
1	57156	60072	61536	63624	68832
2	60072	62976	64452	66576	71748
3	62976	65904	67368	69492	74652
4	65892	68820	70272	72444	77544
5	68796	71724	73200	75384	80472
6	71712	74640	76116	78324	83388
7	74628	77544	79020	81264	86304
8	77532	80460	81936	84204	89208
9	80448	83388	84852	87156	92136
10	80448	83388	84852	87156	92136
11	83376	86280	87756	90084	95040
12	83376	86280	87756	90084	95040
13	83376	86280	87756	90084	95040
14	87072	90024	91512	93888	98856
15	87072	90024	91512	93888	98856
16	87072	90024	91512	93888	98856
17	87072	90024	91512	93888	98856
18	90936	93888	95388	97836	102816
19	90936	93888	95388	97836	102816
20	90936	93888	95388	97836	102816
21	90936	93888	95388	97836	102816
22	90936	93888	95388	97836	102816
23	93876	96852	98352	100812	105768

The above dollar amounts are annual salaries, based upon services performed on 175 days of the college year for full-time employees on a regular academic year contract.

San Mateo County Community College District  
 Adjunct Faculty Salary Schedule Inst. (HI)  
 Effective: 15-AUG-2013

Step	Lecture	Laboratory	Special
<b>1</b>	<b>56.52</b>	<b>48.44</b>	<b>35.03</b>
	<b>(Inactive as of 9/1999 per AFT contract)</b>		
2	59.95	51.50	37.21
3	63.46	54.86	39.48
4	67.01	58.18	41.86
5	70.59	61.17	44.21
6	73.95	64.11	46.55
7	77.70	67.10	48.59
8	81.10	70.30	50.68
9	84.53	73.52	52.70
10	88.00	76.53	54.85
11	90.66	78.84	56.50

Note: Compensation for the summer session is based on the Salary Schedule in effect during the previous semester.

San Mateo County Community College District  
 Adjunct Faculty Salary Schedule Non-Inst. (AJ)  
 Effective: 15-AUG-2013

<u>Step</u>	<u>Laboratory</u>	<u>Special</u>
<b>1</b>	<b>51.26</b>	<b>37.09</b>
(Inactive as of 9/19999 per AFT contract)		
2	54.52	39.38
3	58.05	41.79
4	61.57	44.30
5	64.74	46.78
6	67.85	49.27
7	71.02	51.42
8	74.41	53.63
9	77.80	55.78
10	80.99	58.04
11	83.44	59.78

Note: Compensation for the summer session is based on the Salary Schedule in effect during the previous semester.

San Mateo County Community College District  
 Regular Faculty Salary Schedule (OL)  
 Effective: 15-AUG-2013

<u>Step</u>	<u>Lecture</u>	<u>Laboratory</u>	<u>Special</u>
1	55.60	47.62	34.45
2	58.97	50.65	36.58
3	62.38	53.94	38.82
4	65.88	57.20	41.16
5	69.44	60.13	43.48
6	72.69	63.03	45.79
7	76.38	66.01	47.79
8	79.74	69.13	49.84
9	83.12	72.30	51.81
10	86.54	75.27	53.92

Note: Compensation for the summer session is based on the Salary Schedule in effect during the previous semester.



## CHART OF ACADEMIC TITLES

### REGULAR FACULTY

Grade Step	1 B.A.	2 M.A.	3 M.A.w/45un	4 M.A.w/60un	5 PhD/EdD/JD
1					
2					
3	ASSISTANT PROFESSOR				
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14	PROFESSOR				
15					
16					
17					
18					
19					
20					
21					
22					
23					

### ADJUNCT FACULTY

Grade Step	1 LECTURE	2 LABORATORY	3 SPECIAL
1			
2			
3	INSTRUCTOR		
4			
5			
6			
7			
8			
9			
10			

## **APPENDIX C: DEFINITION OF SALARY CLASSES**

Class 1: Base—no degree, or Bachelor’s with up to 60 semester units taken after the award of the degree

Class 2: One or more of the following:

- Master’s degree and fewer than 45 semester units taken after the award of the Bachelor’s degree
- Vocational Class A Credential issued for five years or life
- Standard Designated Subjects Credential in Vocational Trade and Technical Training issued for life
- California Community College Instructor Credential issued for life with a teaching subject matter area on the following list and at least 60 semester units of course work from an accredited post-secondary institution:

- |  |  |
|--|--|
| • Accounting   | • Health and Physical Care Services & Related Technologies |
| • Aeronautics  | • Industrial Arts  |
| • Agricultural Services and Processing                                   | • Industrial, Machine & Related Technologies               |
| • Aircraft   | • An Industrial Trade                                      |
| • Animal Production  | • Insurance  |
| • Architectural, Engineering & Related Technologies                      | • Marine & Related Technologies                            |
| • Building, Construction & Marketing & Distribution Related Technologies | • Mining, Metallurgy & Related Technologies                |
| • A Building Trade   | • Motel and Hotel Services & Related Technologies          |
| • Business and Industrial Management                                     | • Nursing  |
| • Communication Services & Related Technologies, including Painting      | • Office Services & Related Technologies                   |
| • Computer & Related Technologies  | • Ornamental Horticulture                                  |
| • Cosmetology & Barbering  | • Personal Services  |
| • Court Reporting  | • Police Science   |
| • Fire Science   | • Real Estate  |
| • Foods, Food Services & Related Technologies                            | • Textiles, Textile Services & Related Technologies        |

Class 3: Master’s degree and at least 45 but fewer than 60 semester units taken after the award of the Bachelor’s degree

Class 4: Master’s degree and at least 60 semester units taken after the award of the Bachelor’s degree

Class 5: An earned doctorate or membership in the California Bar.

## **APPENDIX D: DUTIES AND RESPONSIBILITIES**

### **D1—DUTIES AND RESPONSIBILITIES OF INSTRUCTORS**

#### A. Required of all instructors:

- teach classes at assigned times and locations;
- make necessary preparations for class instruction;
- evaluate student performance; and
- submit timely and accurate reports of attendance, grades and other matters as required.

#### B. Additional professional responsibilities, not subject to additional compensation for instructors on regular academic year contract: (See Note 1)

- attend and participate in official division and college faculty meetings called by the college administration;
- develop instructional materials, course outlines, and curriculum guides;
- analyze and select text materials, and participate in course content coordination;
- evaluate, update, and revise existing courses and programs; develop new courses as needed;
- assist in the placement of students in courses;
- review current literature in appropriate fields and recommend additions to the college library collection;
- participate as a peer in the academic employee staff development and evaluation programs;
- assist in ordering supplies, and in ensuring proper utilization of instructional equipment and facilities;
- coordinate the work of student assistants and instructional aides;
- participate in commencement exercises (See Note 2);
- participate in advisory committee meetings;
- participate on official college committees (e.g., curriculum planning, accreditation self-study); and
- participate on screening committees for position vacancies.

#### C. Voluntary activities performed without additional District compensation:

- participate in co-curricular activities (e.g., student club advising);
- participate in college-community relations activities (e.g., public speaking engagements); and
- participate in articulation with high schools and four-year institutions, and with business and industry.

Note 1: It is not the intention of the parties to this Agreement to imply that all unit members will be assigned all of the responsibilities listed under B. Certain of these responsibilities may be appropriate for assignment to a given unit member who would not be paid additional District compensation for discharging them.

Note 2: A maximum of one-half of the contract and regular faculty will be expected to participate each year. No individual will be required to participate more frequently than once in each two-year period.

## **D2—DUTIES AND RESPONSIBILITIES OF COUNSELORS**

### A. Required of all counselors:

- provide counseling services to students at assigned times and locations;
- maintain necessary counseling records; and
- submit timely and accurate reports as required.

### B. Additional professional responsibilities, not subject to additional compensation for counselors on regular academic year contract: (See Note 1)

- attend and participate in official division and college faculty meetings called by the college administration;
- develop informational counseling materials, student program outlines, and curriculum guides;
- analyze and select counseling and testing materials, and participate in course and program content coordination;
- evaluate, update, and revise existing counseling materials and programs; develop new programs as needed;
- review current literature in appropriate fields and recommend additions to the college library collection;
- participate as a peer in the academic employee staff development and evaluation programs;
- provide information for schedule and budget preparation;
- assist in ordering supplies, and in ensuring proper utilization of instructional equipment and facilities;
- coordinate the work of student assistants and instructional aides;
- participate in commencement exercises (See Note 2);
- participate in articulation with high schools and four-year institutions;
- participate in advisory committee meetings;
- participate on official college committees (e.g., curriculum planning, accreditation self-study); and
- participate on screening committees for position vacancies.

### C. Voluntary activities performed without additional District compensation:

- participate in co-curricular activities (e.g., student club advising);
- participate in college-community relations activities (e.g., public speaking engagements); and
- participate in articulation with business and industry.

Note 1: It is not the intention of the parties to this Agreement to imply that all unit members will be assigned all of the responsibilities listed under B. Certain of these responsibilities may be appropriate for assignment to a given unit member who would not be paid additional District compensation for discharging them.

Note 2: A maximum of one-half of the contract and regular faculty will be expected to participate each year. No individual will be required to participate more frequently than once in each two-year period.

### **D3—DUTIES AND RESPONSIBILITIES OF LIBRARIANS**

#### A. Required of all librarians:

- provide librarian services to students at assigned times and locations;
- maintain necessary library records;
- take appropriate precautions against the theft, deterioration, or destruction of library facilities, equipment, and materials; and
- submit timely and accurate reports as required.

#### B. Additional professional responsibilities, not subject to additional compensation for librarians on regular academic year contract: (See Note 1)

- attend and participate in official division and college faculty meetings called by the college administration;
- develop instructional materials on the use of the library and its resources for groups and individuals;
- consult with faculty members on resource needs in their particular fields;
- assist in the formulation and maintenance of necessary and reasonable rules for library users;
- review current literature in appropriate fields and recommend additions to the college library collection;
- participate as a peer in the academic employee staff development and evaluation programs;
- provide information for schedule and budget preparation;
- assist in ordering supplies, and in ensuring proper utilization of library equipment and facilities;
- coordinate the work of student assistants and instructional aides;
- participate in commencement exercises (See Note 2);
- assist in planning and preparing exhibits and book displays to encourage student use of books and other materials;
- participate on official college committees (e.g., curriculum planning, accreditation self-study); and
- participate on screening committees for position vacancies.

#### C. Voluntary activities performed without additional District compensation:

- participate in co-curricular activities (e.g., student club advising);
- participate in college-community relations activities (e.g., public speaking engagements); and
- participate in articulation with high schools and four-year institutions.

Note 1: It is not the intention of the parties to this Agreement to imply that all unit members will be assigned all of the responsibilities listed under B. Certain of these responsibilities may be appropriate for assignment to a given unit member who would not be paid additional District compensation for discharging them.

Note 2: A maximum of one-half of the contract and regular faculty will be expected to participate each year. No individual will be required to participate more frequently than once in each two-year period.

## APPENDIX E: DEFINITIONS

- **BOARD:** The Board of Trustees of the San Mateo County Community College District.
- **CHANCELLOR-SUPERINTENDENT:** The chief executive officer of the San Mateo County Community College District.
- **CONTRACT EMPLOYEE:** Equivalent to “probationary employee.”
- **DAY:** A calendar day unless otherwise defined.
- **DAY PROGRAM:** The portion of the college program that begins before 4:30 p.m., Monday through Friday.
- **DISTRICT:** The San Mateo County Community College District or its agents.
- **FACULTY LOAD CREDIT (FLC):** A measure of workload based on contact hours and the academic services provided during those contact hours.
- **HEALTH BENEFITS:** The combination of medical, dental and vision benefits.
- **IMMEDIATE FAMILY:** Spouse, domestic partner, child, parent, sister or brother of the employee, or any relative living in the immediate household of the employee.
- **IMMEDIATE SUPERVISOR:** The person so designated in the organization chart of the college or the District Office.
- **REASSIGNMENT:** A change of assignment that does not involve a change from one college to another and does involve an assignment in a faculty service area (FSA) other than that of the principal current assignment.
- **REGULAR EMPLOYEE:** Equivalent to “tenured employee.”
- **SICK LEAVE:** Leave of absence for illness or injury.
- **TEMPORARY EMPLOYEE:** An employee who is neither a contract nor a regular employee.
- **TRANSFER:** A change of assignment that involves a move from one college to another.
- **UNION:** The San Mateo Community College Federation of Teachers, Local 1493, AFT, AFL-CIO.

## APPENDIX F: FACULTY LOAD CREDIT (FLC) ALLOCATION

### LECTURE ASSIGNMENT SCHEDULE

#### Definitions:

A composition class is defined as any standard English composition (expository) course at the first-semester, transfer English composition level or above, or composition courses, included integrated writing and reading courses, one level below which are prerequisite to the first-semester, transfer English composition level.

#### English Composition Classes:

With 20 students maximum per class	1.00 FLC per hour
With four composition classes assigned and 26 students maximum per class at census	1.25 FLCs per hour

#### All Other Lecture Hours:

All other lecture hours	1.00 FLC hour
-------------------------	---------------

### INSTRUCTIONAL ASSIGNMENT SCHEDULE

<u>Counseling</u>	33 students per FLC; .50 FLC per hour
<u>Librarian Service, College Nurse, Reassigned Time</u>	.40 FLC per hour

#### Cooperative Education

Student Coordination	8.3 students per FLC
Hourly rate 1 hour at special rate	5-9 students
2 hours at special rate	10-14 students
3 hours at special rate	15-19 students
4 hours at special rate, etc.	20-24 students

#### Journalism

College Newspaper Advisor	3 FLCs per semester
Student Magazine Advisor	2 FLCs per semester of production

#### Coaching

Water Polo	7.5 FLCs	Track	9.0 FLCs
Soccer	8.0 FLCs	Softball	9.0 FLCs
X-Country	7.5 FLCs	Baseball	9.0 FLCs
Volleyball	7.5 FLCs	Tennis	7.5 FLCs
Basketball	9.0 FLCs	Golf	7.5 FLCs
Wrestling	8.0 FLCs	Swimming	7.5 FLCs
Football Head Coach	9.0 FLCs		
Football Asst. Coach	7.5 FLCs		

The FLC for the various athletic coaching assignments were determined as a means of compensating for athletic activities having different lengths of season, different numbers of games played during a season, the number of students to be supervised, the requirements for faculty supervision, the nature of the sport, and the different requirements for student supervision during normally declared college vacation and semester break periods.

## LABORATORY ASSIGNMENT SCHEDULE

Biological Sciences, Ophthalmic Dispensing, Physical Sciences, and Nursing laboratory assignments	.80 FLC per hour
Physical Education activity classes	.75 FLC per hour
Skills Development laboratory (skill-development; generally no demonstration or evaluation)	.55 FLC per hour
Cosmetology laboratory classes	.60 FLC per hour
Business laboratory classes	.75 FLC per hour
Emergency Medical Technician	.75 FLC per hour
Radiologic Technology, Respiratory Therapy, Surgical Technology, Central Service Technology/Sterile Processing	
Laboratory	.80 FLC per hour
Clinic	.70 FLC per hour
Automotive Mechanic Technology (lecture/laboratory combination)	.70 FLC per hour
All other laboratory assignments	.70 FLC per hour

Although 30 FLC is considered a full-time assignment, 29 – 31 FLCs is acceptable as a full-year assignment with a three-year maximum of 91 FLCs. For faculty members with a majority of their teaching load in laboratory assignments, 28-32 FLCs is acceptable as a full-year assignment with a three-year maximum of 92 FLCs. Exceptions to these limitations can be made only upon mutual agreement of the faculty member and the District.

Members of the unit who are compensated according to the hourly academic salary schedule are paid by the hour, not by FLCs.

Each course has a nominal load credit associated with it based on the typical number of contract hours for which it is scheduled. No adjustment is made in the nominal load credit for routinely expected variations in the actual total contract hours per semester. The typical range for one FLC is 16 to 19 contact hours per semester for lecture. A corresponding range of contact hours for other types of classroom assignments is based on equivalence factors spelled out in this appendix.



**MEMORANDA**  
**OF**  
**UNDERSTANDING**

## **Memorandum of Understanding between AFT Local 1493 and the SMCCCD: Distance Education**

Expanding student access, program need and faculty desire and preparation to teach a distance education course shall be the primary determining factors when the College decides to offer a course through distance education. There will be no reduction in force of faculty as a result of the College's participation in distance education. The parties agree that the use of such technology shall not be used to reduce, eliminate or consolidate faculty positions within the District.

### **Definition**

Distance Education means instruction in which the instructor and student are separated by distance and interact through the assistance of communication technology. A distance education course/section or session is defined as the use of technology utilized 51 percent or more of the time to deliver instruction during the course term and where the student and instructor are separated by distance. The delivery of instruction in the distance education modality can use the Internet, email, video and class lecture to deliver instruction (hybrid course). However, if the use of the combined mediated technology is 50 percent or less, or the student and instructor are not separated by distance, the course/section/session is considered a classroom-based traditional course/section/session. (State Chancellor's Office Regulations and Guidelines on Distance Education Section 55205)

### **Policy**

The colleges shall ensure that the distance education courses and programs comply with the Standards of Accreditation, Title 5 Standards of Curriculum and Instruction, and course outlines approved by the college curriculum committee. The referencing of the particular requirement listed in this policy does not imply that they are the only requirements of the principles that apply to distance education. This policy applies to degree and certificate programs and their courses.

### **Distance Education Advisory Committee (DEAC)**

The Distance Education Advisory Committee is comprised of representatives appointed by AFT, the District Academic Senate, and District Administration. The AFT will appoint three (3) members (one from each College). The Committee will make recommendations regarding issues concerning or related to information technology and technological change in the District/College. The Committee shall consider issues of technological change and in that context the future of distance education. Where there may be an impact on the terms and conditions of employment of members of the bargaining unit, such matters shall be referred to the AFT and District negotiating team for negotiation and resolution.

The DEAC shall consider and make recommendations on issues including the following:

- A. Policies and procedures relating to distance education in the District.
- B. District-wide distance education goals, long range planning policies and enrollment trends.
- C. How support services and training opportunities for faculty can be developed and enhanced.
- D. How communications respecting such matters as changes in available technology, support services and training opportunities can be improved.
- E. Policies respecting security and surveillance of electronic work activities such as e-mail and Internet access usage.

## **Faculty Training and Compensation**

The District and AFT agree that a faculty member interested in receiving District designated training in how to develop an on-line distance education course will receive training if it has been determined by the appropriate administrator that the training is appropriate, applicable and necessary. Upon completion of the training the faculty member will receive a stipend in the amount of \$1,500 for the equivalent of a twenty-five (25) hour training. A faculty member developing a new distance education course, or significantly restructuring an existing distance education course, shall receive, with prior approval of the appropriate administrator, funding to support educational development in the use of new technology not to exceed \$1,500. The funding shall be paid upon offering of the new or restructured course.

## **Copyright**

1. Ownership by faculty members. The copyrights to works created by faculty members will be owned by them, even if those works are created in connection with courses they teach or other duties they perform as faculty members, while they are employed by the District and in connection with their employment, unless the work is created under the circumstances described in paragraph 2.a. below.

2. Ownership by District. The District will own the copyright to works under the following circumstances:

a. Circumstances relating to substantial support by the District. The District will own the copyright to any work created with substantial support from the District. As used in this Article, "substantial support" means financial support over and above the cost of the faculty member's normal compensation, office space, office computer, local telephone use, minimal office supplies and copy services. Substantial support would include extra compensation or the provision of reassigned time to create a work, the cost of providing secretarial, technical, legal or creative services specifically for the creation of work, as well as the cost or value of the use of expensive District equipment or facilities (such as professional film or recording studios).

b. Circumstances relating to the nature of the work. The District will also own the copyright to any work, such as a course outline, administrative policy, or information brochure that is formally reviewed by the District and becomes part of its curriculum, policies, or administrative or promotional literature.

## **Permitted uses**

1. Use of work when copyright is owned by the faculty member.

a. Uses by faculty member. The District acknowledges that faculty members may use works whose copyrights they own in any and all ways they may wish, including for example, authorizing the for-profit publication of such works in return for royalties paid solely to faculty members, subject only to the District's non-exclusive license to use those works (set forth in paragraph E.1.b below) without any further authorization from the District.

b. Uses by District and College.

The District shall have, after obtaining the written consent of the faculty member who owns the work's copyright, a non-exclusive license to use the works whose copyrights are owned by faculty members in the following ways : (1) to reproduce such works (for example, by photocopying them, by duplicating computer disks on which they have been saved, or by installing them on computer networks); (2) to distribute such works (for example to students in classes); (3) to perform such works (for example, in classroom teaching, by webcasting, or by broadcasting); (4) to display such works (for example over the web); and (5) to create derivative works (for example companion materials or updated versions).

The District and its Colleges may do these things themselves, but neither the District nor its colleges may authorize others to do them, unless the District first obtains the written consent of the faculty member who owns the work's copyright.

## 2. Use of work when copyright is owned by District

a. Uses by District. Faculty members acknowledge that the District may use works whose copyrights the District owns in any and all ways it may wish, including, for example authorizing the for-profit publication of such works in return for royalties paid solely to the District, subject only to the non-exclusive license of the faculty member who created the work to use it (in the manner set forth in paragraph E.2.b below), without any further authorization from the faculty members who created those works.

b. Uses by faculty member. Faculty members shall have a non-exclusive license to use works they created, whose copyrights are owned by the District, in the following ways: (1) to reproduce such works (for example, by photocopying them, by duplicating computer disks on which they have been saved, or by installing them on computer networks); (2) to distribute such works (for example, to students in classes); (3) to perform such works (for example, in classroom teaching, by webcasting, or by broadcasting); (4) to display such works (for example, over the web); and (5) to create derivative works (for example, companion materials or updated versions). Faculty members may do these things themselves, but may not authorize them to be done by others, unless they first obtain the written consent of the District.

## **Compensation**

Full time faculty teaching on-line courses will be compensated in accordance with the regular full time faculty salary schedule. Part-time faculty who teach Distance Education courses shall be paid at the appropriate Lecture Rate or Laboratory Rate.

## **Assignment**

1. Assignment to teach a distance education course shall be based on program need, the faculty member's request, and the skills and abilities of the faculty member to teach via distance education. No faculty member shall be required to teach a distance education class.
2. Where feasible, a faculty member who has developed a distance education course will be given priority to teach the distance education section of the course in accordance with paragraph 1 above.
3. If a faculty member is assigned to teach a course that is cross-listed in both distance learning and face-to-face format, the faculty member will be compensated for teaching the two classes, i.e. cross listed classes taught

in distance and face to face formats will be compensated for teaching two classes and will not be counted as just one class, unless it is mutually agreed upon by the faculty member and responsible administrator to count it as one class.

### **Office Hours**

Faculty members teaching a course or courses in an online format during a given semester have the option to schedule “virtual” office hours during that semester that would count toward their total office hour obligation. The proportion of a faculty member's total hours that are scheduled as “virtual” office hours may be equal to the proportion of that faculty member's total units taught that are online courses. A “virtual” office hour in this context means an hour in which the faculty member is available for synchronous conferences or message exchange with students online. Such “virtual” office hours must be scheduled and noted in the faculty online syllabus and door card.

### **Faculty Evaluation**

Evaluation of instruction in a Distance Education course shall be in accordance with instructional evaluation provisions agreed to by the AFT, Academic Senate and administration. These provisions shall be developed through the joint Trust Committee made up of equal AFT, Academic Senate and administration representatives.