

AFT Proposals 2016-19 Contract

New language in bold (except Article and section Titles and section numbers)
~~Deleted language in strikethrough~~

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 **between June 15 and July 15 of any year.**

Article 5: PEACEFUL SETTLEMENT OF DIFFERENCES

Eliminate no strike clause:

- ~~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.~~

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 ~~the~~ one hundred seventy-five (175) work days, including any flex or staff development days included in the **academic calendar year.**
- 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 **or virtual**, 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.

ARTICLE 8: PAY AND ALLOWANCES

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. Can we renumber the steps?

8.14 **LARGE CLASS PAY:** A large class for the purpose of additional compensation under the terms of this Article is defined as having ~~40~~ 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.~~

~~Additional weekly compensation for large classes:~~

~~70-94 students 3 hours~~

~~95-119 students 4 hours~~

~~120-144 students 5 hours~~

~~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.~~

Teaching large classes result in additional preparation time and/or time grading, time, spent with individual students, etc. Faculty with such assignments shall be granted additional credit for such classes. Credit for oversize classes will be granted on the basis of actual enrollment on the first census for the class. Credit for oversize classes will be assigned using the following formula:

Number of Students	Lecture Hour Equivalents
40 or less	1.0
41- 55	1.2
56- 70	1.4
71- 85	1.6
86- 100	1.8
101- 115	2.0
116- 130	2.2
131- 145	2.4
146- 160	2.6

Hourly salaries of adjunct part-time teaching oversized classes will be multiplied by the appropriate Lecture Hour Equivalent as listed above.

This section also applies to online courses.

COMPENSATION

Goals:

1. Formula for raises based on Property Taxes increase
2. Increase in Medical Cap
3. Improve program for Part-time medical benefits
4. Define Parity for part-timers
5. Create a salary schedule for part-time faculty that mirrors the salary schedule for regular faculty (steps and columns) bases on parity definition

ARTICLE 9: HEALTH AND WELFARE BENEFITS

9.2 MEDICAL PREMIUM CAP AMOUNT:

Faculty can have the health care premiums for the summer deducted over 10 months.

ARTICLE 10: RETIREMENT

10.7 SPECIAL RETIREMENT PRIVILEGES.

10.7.1 Full and part-time faculty members that retire shall be eligible for the following special privileges upon retirement from the SMCCCD:

1. upon request, special identification card;
2. library privileges;
3. attendance at graduation;
4. free parking;
5. half-price admission for designated college activities;

- 6. enrollment in district classes at senior citizen tuition rate and conditions;
- 7. access to PE facilities at 50% of regular faculty rate;
- 8. upon request, opportunity to maintain their campus email account.

ARTICLE 11: LEAVES OF ABSENCE

- 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 **for every three (3) FLCs taught** 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 **according to the provisions in this article for illness or accident during summer session.**
- 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 **is defined in 19.1.3** ~~must involve three or more consecutive semesters.~~
- 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, **and the days carried over from the prior year will not be deducted from the 60 days available in the new fiscal year should a new accident or illness occur.**
- 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.
- 11.9 **MATERNITY/CHILD BONDING LEAVE:** The Board of Trustees shall grant **one month of paid** maternity and/or child bonding leave ~~without pay~~ to members of the unit **who qualify** 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 **after the one month of paid leave** 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.

11.14 **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 **family care leave** ~~and~~ will be applied concurrently with employee sick leave, extended leave, industrial accident/injury leave and/or other applicable paid District leaves.

11.16 **Public Service Leave (new)** Every unit member who is elected or appointed to a public office, either Local, State or Federal or who serves as an elected officer of any local community college district public employee organization, or of any statewide or national public employee organization, shall have the right, upon request, to a paid leave of absence of up to ten (10) days in any academic year without loss of compensation for the purpose of enabling the employee to attend periodic, stated, special, or regular meetings of the body of the organization on which the employee serves.

Article 13: PROFESSIONAL DEVELOPMENT PROGRAM

13.3 **LEVEL OF FUNDING FOR PROGRAM:** The level of funding will be ~~two one~~ percent (2 ~~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.

13.10 ELIGIBILITY

- ii. All regular academic employees who have completed six (6) years of continuous paid service with the District directly ~~proceeding~~ **preceding** the term of the requested leave are eligible for extended leaves. District authorized paid leaves will not constitute a break in service.

13.11.4 The Committee will submit a prioritized list of projects to the President of the college **for his/her information** ~~who will be responsible for granting final approval after consultation with the appropriate Dean.~~

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 **is** competent to perform the service is laid off.

Article 17: GRIEVANCE PROCEDURE

Add binding arbitration as the last step of the grievance procedures.

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 The decision of the arbitrator shall be final and binding on all parties.

~~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.

In 17.3.4 and 17.5.2 change the title from Assistant Chancellor for Human Relations to **Vice Chancellor, Human Resources**.

Article 19: PART-TIME EMPLOYMENT

19.7 PART-TIME FACULTY GUARANTEED RIGHT TO INTERVIEW FOR FULL-TIME FACULTY POSITIONS

All part-time faculty members, regardless of their length of service in the District, are encouraged to apply for full-time faculty positions within the District, and they will be given the same consideration as are outside applicants.

In addition, part-time faculty members who apply for vacant, full-time faculty positions will be guaranteed the right to an interview if the following conditions are met:

- 1. The part-time faculty member possesses the required minimum qualifications for the position and submits a complete application.**
- 2. The part-time faculty member has provided eight (8) or more semesters of service to the college.**
- 3. The part-time faculty member has received an overall rating of 'Meets Expectations' or better in his or her two most recent evaluations with no "Unsatisfactory" in any sub-sections.**
- 4. There will be no other special advantage in the hiring process.**

Article 22: UNIT BANKING

22.4.4 The total number of banked FLCs for a faculty member shall not exceed the amount needed to take one full ~~semester~~ **year** of leave (normally ~~30~~ **15**), ~~except that up to 30 FLCs may be accumulated for use as leave in the year prior to a planned retirement.~~

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:

- develop instructional materials, course outlines, and curriculum guides;
- analyze and select text materials, and participate in course content coordination;
- assist in the placement of students in courses;
- review current literature in appropriate fields and recommend additions to the college library collection;
- assist in ordering supplies, and in ensuring proper utilization of instructional equipment and facilities;

C. Other Professional Responsibilities

Full-time faculty members shall participate in a range of professional responsibilities. These professional responsibilities are in addition to classroom time, preparation and grading time, and office hours. Participation, to be determined by the faculty member, may include but is not limited to the committees and activities listed in the table below.

The faculty member will create a professional responsibilities plan by selecting items from the table below that they will perform over the academic year. The professional responsibilities are divided into three (3) tiers, with Tier 1 activities worth one point, Tier 2 activities worth two points, and Tier 3 activities worth three points. The professional responsibilities plan will need to include a mix of activities with a combined 4 or 5 points of value each academic year. The faculty and unit administrator may jointly include items that are not on this list and add them to one of the tiers.

Tier	
3	<p>Accreditation Committee Chair</p> <p>Program Review</p> <p>New course development</p> <p>Hiring committee for full time position (faculty, administration or staff)</p> <p>Curriculum Committee/Committee on Instruction</p> <p>Tenure Committee Chair</p>
2	<p>Tenure Review Committee Member</p> <p>Evaluation Guidance Committee</p> <p>Division Evaluation Committee (Tenured Faculty)</p> <p>Part-time Peer Evaluation</p> <p>District/Campus Participatory Governance Committees (for example: Governance Council, Budget committee, Instructional Planning Council, Institutional Effectiveness and Planning Committee, etc.)</p> <p>Academic Senate Governing Council</p> <p>AFT Executive Committee</p> <p>Update/revise existing course or program via COI (CSM) or Curriculum Committee (Skyline and Cañada)</p> <p>Department SLO Coordinator</p> <p>Accreditation Committee member</p> <p>Advisory Committees</p> <p>Supervise Independent Study or Research for 1 student</p> <p>Department coordinator or lead faculty</p> <p>Participation in learning community or supplemental instruction</p>

1	<p>Development of department or program annual plan.</p> <p>Professional Development Committee</p> <p>Other District/Campus standing committees</p> <p>Faculty advisor for student organization</p> <p>Hiring Committee for part-time position</p> <p>Participation in articulation with high schools and four-year institutions, and with business and industry</p> <p>Participation in college-community relations activities, community outreach as part of student or faculty recruitment or activities related to program visibility</p> <p>SLO analysis and reporting for a course</p>
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Full-time faculty who exceeds 5 points will be compensated for the corresponding number of hours at the special rate of the Regular Faculty Overload Schedule.

Part-time faculty participating in these professional activities will be compensated for the corresponding number of hours at the special hourly rate of the Adjunct Faculty Schedule.

D. Instructors are encouraged to attend and participate in:

- **District-wide Opening Day Sessions convened by the Chancellor.**
- **Opening Day sessions convened by the College Presidents.**
- **Official departmental, division, school meetings convened by the college administration.**
- **Professional development activities offered throughout the Flex calendar.**
- **Commencement exercises.**

APPENDIX F: FACULTY LOAD CREDIT (FLC) ALLOCATION

Make the following changes:

LABORATORY ASSIGNMENT SCHEDULE:

Biological and Physical Sciences **1 .80** FLC per hour

Cosmetology laboratory classes **.70 .60** FLC per hour

New Language:

I. Add the following language on class assignment:

Class Assignment

Before teaching schedules are assigned, each faculty member shall be provided an opportunity to present in writing hir/her schedule preferences with regard to courses to be taught, day and evening classes (minimization of time period between the Instructor's first and last class each day and maximization of the time period between the end of the Instructor's last class one day and the beginning of the Instructor's first class the following day), off-campus classes, number of different course preparations, maximum consecutive hours of lecture/laboratory hours, the desire for overload, and room preferences.

The administrator shall not arbitrarily disregard the faculty member's preferences. When the work assignment for each teaching faculty member is prepared, primary consideration will be given to the preferences, qualifications, seniority, experience, and job performance of the faculty member. At the request of the affected faculty member(s), the administrator will put in writing the reasons for denying the preference and forward the response to the affected faculty member(s) and a copy to the Union. If the faculty member, after discussing the schedule with his/her administrator, is not satisfied, he/she may appeal to the appropriate Vice President.

The assignment for a regular teaching faculty member shall be limited to a maximum of three (3) different preparations during any semester unless the faculty member agrees to accept additional preparations or additional preparations are needed to complete the employee's full annual load. Laboratories that are part of a lecture course and are delivered separately from the lecture course constitute a different preparation than the lecture course.

II. Add the following language on class cancellation:

XX.X CLASS CANCELLATION: Scheduled classes shall be cancelled only after written notification by the appropriate administrator/designee is sent to the instructor. The written notification is to be issued on or around twenty days before the first day of instruction.

XX.X.1 Without the Consent of the Instructor

XX.X.1.1 A class may be cancelled within twenty (20) days before the class starts if the enrollment is less than 50% of the class enrollment maximum;

XX.X.1.2 During the first two weeks of instruction, a class may be cancelled if enrollment is less than 60% of the class enrollment maximum;

XX.X 1.3 Classes shall not be cancelled after the second week of instruction without the consent of the instructor.

XX.X.2 With the Consent of the Instructor: Classes may be cancelled with the consent of the instructor at any time.

XX.X REASSIGNMENT OF FACULTY WITH CANCELED CLASSES

XX.X.1 A faculty member, whose regular load (1.0) has been displaced through cancellation and the immediate dean shall consult and agree on the alternative(s) to complete the faculty member's regular load.

XX.X.2 If no agreement can be reached between the dean and the faculty member, the faculty member may choose among any unstaffed instructional assignment in one of the faculty members FSA's.

XX.X.3 If no such unstaffed instructional assignment which falls within the normal work assignment exists, then the faculty member and the division Dean will collaboratively choose an instructional assignment in one of the faculty members FSA's, first among those staffed by academic adjunct faculty or second among those staffed as an overload by a full time faculty member.

XX.X.4 If none of the above is chosen, the dean may assign any instructional assignment to the faculty member in one of his/her FSA's.

XX.X.5 In the situation where the above alternatives do not exist or are not chosen, the faculty member shall work with the dean a plan to make up the deficit within three (3) years.

III. Add the following new articles:

Article XX: Academic Freedom

1. The District and AFT are unequivocally and unalterably committed to the principle of academic freedom in its true sense which includes freedom to study, freedom to learn and freedom to teach and provide educational professional services to students. Freedom of expression and academic freedom support the District's belief in inquiry, informed debate and the search for truth. Freedom of expression and academic freedom are necessary to provide students and employees with a variety of ideas, to encourage them to engage in critical thinking and to help them understand conflicting ideas and opinions.

2. Academic freedom encompasses the right of an instructor to teach and discuss in the classroom unpopular and controversial subjects, and for counselors, librarians and other academic employees to provide relevant and appropriate student services.

3. Interference with or censure of an academic employee by District officials or by outside individuals or groups because of the faculty member's introduction of unpopular and controversial subjects or provision of relevant and appropriate educational professional services to students is precluded by the principle of academic freedom.

4. The parties acknowledge the fundamental need to protect faculty from censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching or other educational functions. The District's faculty have the right to express their opinions on issues directly or indirectly related to their professional activities, and any other issues, whether these opinions are expressed in the classroom, in shared governance or labor relations matters, elsewhere on campus, at college-related functions or in other media or settings. The rights of academic freedom and freedom of expression apply to the reasonable use of District computing resources, including e-mail and internet access.

5. Employment by the District does not in any way restrict or limit the Federal First Amendment and California Constitutional rights of expression that faculty enjoy as members of their communities. Faculty members are free to speak and write publicly on any issue, as long as they do not indicate they are speaking on behalf of the District.

6. Protecting freedom of expression and academic freedom is the responsibility of the college community. Therefore, in a climate of openness and mutual respect, free from distortion and doctrinal obligation, the District protects and encourages the exchange of ideas, including unpopular ones which are presented in a spirit of free and open dialogue and debate.

7. Academic freedom does not include use of discriminatory, discourteous, offensive, abusive conduct or language while in performance of District employment.

8. Faculty members shall maintain the exclusive right and responsibility to determine the grades they assign on the basis of their professional judgment. The grades given to each student for any course of instruction taught shall be determined by the instructor of the course, and the determination of the student's grade by the instructor--in the absence of mistake, fraud, bad faith, or incompetence--shall be final.

ARTICLE XX: COMPLAINTS AGAINST A UNIT MEMBER

If a student or other person files a complaint about a unit member, the District shall notify the unit member and AFT in writing within five (5) working days of its receipt of the complaint.

This notification shall include the specific nature of the complaint and the District's intention to investigate.

The unit member shall have the right to provide a written response to the complaint. If the member prepares a written response, it shall be attached to the document(s) in any folder such documents are held. Further, the affected unit member shall have the right to request a meeting with his or her Dean/Immediate Supervisor and other affected parties to attempt to settle the allegations informally.

If the complaint leads to a misconduct investigation, the procedures and protections of Article (Investigations of Unit Members) shall apply.

The unit member and AFT shall be notified of the District's intention to take disciplinary action and shall promptly receive copies of all materials/documents (including the investigative report or summary) utilized by management and the Governing Board as a basis for the proposed disciplinary action.

Any complaint not called to the attention of the employee may not be used as the basis for any reprimand, discipline or discharge.

Article XX: INVESTIGATIONS OF UNIT MEMBERS

Mutual Respect For A Fair Investigative Process

The parties understand and agree that the District has the authority and obligation to investigate complaints, reports and/or other credible information that a unit member has engaged in misconduct. The parties further understand and agree that unit members are entitled to be presumed innocent of wrongdoing during the investigation process and are entitled to certain protections during the investigation process.

Misconduct Investigation Defined

A misconduct investigation is a District-initiated investigation of a unit member into allegations that the unit member has violated District policy and/or law, based on information received from a formal or informal complaint made by an identifiable author; a report of misconduct; manager observations; or other credible sources of information. An investigation is initiated at the point that the District determines to go beyond meeting with the accuser and the accused to interview other potential witnesses. An anonymous accusation shall not form the basis for initiating an investigation.

Non-Investigatory Interviews

The parties understand and agree that in the day-to-day operation of the District, managers and unit members meet regularly to share information. These are not investigatory interviews. However, the parties further understand and agree that, if a manager reasonably expects that such a meeting may elicit information that warrants discipline, the manager shall notify the unit member in advance. The unit member so notified shall have the right to bring the AFT Grievance Officer or his/her designee to the meeting. In addition, a unit member may

act independently to bring the appropriate AFT Grievance Officer or his/her designee to the meeting if the unit member reasonably believes that it could lead to discipline.

Notice of Investigation

An employee who is under investigation shall be sent a notification no later than five (5) business days before his/her appointment for an investigatory interview. The notification is intended to provide employees subject to misconduct investigations with a description of the subject matter of the investigatory interview, and shall include the following:

a. An introductory statement that:

1. The District takes a neutral stance when investigating possible misconduct and no findings of wrong-doing have been made;
2. The District maintains the confidentiality of the investigation to the fullest extent possible;
3. No findings will be made prior to completion of the investigation, and the investigation will not be closed until after the scheduled date of the employee's interview;
4. The information received could lead to discipline and the employee is entitled to have representation at the meeting;
5. The investigation is confidential and the employee should refrain from discussing it with other members of the campus community while the investigation is pending (except for the purpose of receiving representation during the investigation or exercising other rights as recognized under the Educational Employment Relations Act (EERA));
6. Every effort will be made to complete the investigation within ninety (90) days of when the District first received the complaint or information triggering the investigation. Where this is not possible two things will occur: the employee will receive a status update on where the District is in its investigation and when it expects to be completed; and the District and the AFT will have a check-in meeting in person or by telephone;
7. The employee will receive notice of the findings of the investigation, and whether the allegations investigated were or were not sustained;
8. In the event the investigation leads to disciplinary action, the employee will be afforded all of the pre-discipline due process rights to which he/she is entitled. This includes providing the employee, and AFT with the employee's consent, with a copy of the information relied upon to issue the charges; and
9. District policy and law prohibit retaliation of any kind against anyone the employee believes to have provided information or otherwise cooperated in the investigation, and that such conduct constitutes an independent basis for serious discipline up to and including termination.

b. A summary of the subject matter of the interview including:

- 1. If appropriate, and at the discretion of the Vice Chancellor of Human Resources or his/her designee, the name of the complainant(s), or individual(s) whose concerns caused the District to initiate an investigation. To the extent the Collective Bargaining Agreement (CBA) provides for greater notice, the CBA prevails;**
- 2. What allegedly occurred. The employee shall be entitled to a description of the subject matter or allegations of the investigation;**
- 3. When the incident(s) allegedly occurred. The notice will be as specific as possible, based on the information available at the time the Notice is given; and**
- 4. Where the incident(s) allegedly occurred. The notice will be as specific as possible, based on the information available at the time the Notice is given.**

Placement On Paid Administrative Leave Of Absence While An Investigation Is Pending

Placement of a member on Paid Administrative Leave of Absence while an investigation into alleged misconduct is pending shall conform to the following standards and procedures:

- a. Placement on Paid Administrative Leave of Absence while an investigation is pending constitutes a non-disciplinary action;**
- b. Placement on Paid Administrative Leave of Absence shall not be automatic and it is not an action that the District takes lightly. The District will not take this step unless:**
 - 1. The allegations, if true, indicate that the employee poses a safety threat to him/herself or others;**
 - 2. The allegations, if true, involve harassment, retaliation and/or dishonesty; and/or**
 - 3. Other extenuating circumstances with the written approval of the Chancellor, which approval will state the nature of the extenuating circumstance.**
- c. The notice placing an employee on Paid Administrative Leave of Absence will provide information about the Leave, including but not limited to:**
 - 1. The basis or bases on which he/she is being placed on Paid Administrative Leave of Absence;**
 - 2. That, as this investigation could lead to discipline, the employee is entitled to representation during his/her investigatory interview;**
 - 3. That placement on Paid Administrative Leave of Absence constitutes a directive not to attend work or perform work duties and that the employee is not to be present at work or in the work area without prior written consent; and**
 - 4. That placement on Paid Administrative Leave of Absence does not constitute a directive to stay away from public events or public areas of campus.**

Completion of Investigation and Notice Of Completion

Every effort will be made to complete the investigation within ninety (90) days, and where this is not possible, the member under investigation will receive a status update on where the District is in its investigation and when it expects to be completed.

ARTICLE XX: JUST CAUSE AND PROGRESSIVE DISCIPLINE

Just Cause

A faculty member shall not be reprimanded, suspended, or dismissed without just cause.

The purpose of this article is to provide additional guidance and oversight for a faculty member experiencing difficulties in his/her work and to substantiate efforts at improvement.

If a faculty member receives a notice of discipline, the District shall include in that notice the faculty member's right to request AFT representation regarding the issue.

If a faculty member receives a written recommendation for a suspension or dismissal, the District shall include in the written recommendation the faculty member's right to request AFT representation prior to any further meeting(s) regarding the issue. In addition, the District shall notify AFT at the same time as the faculty member of the written recommendation for a suspension or dismissal.

The following just cause guidelines shall be recognized:

- a. The faculty member shall be adequately informed of the potential consequences of his/her conduct.**
- b. A fair and objective investigation should reveal the necessity for disciplinary action.**
- c. Rules and penalties should be applied fairly and equitably.**
- d. Disciplinary action should be appropriate and reasonably related to the nature of the offense.**
- e. Progressive discipline shall be utilized except for conduct which is of such a nature that progressive discipline normally would not result in corrective conduct. The elements of progressive discipline shall be administered in a timely manner.**

Steps in the discipline process include (exceptions to the due process steps may occur when the nature of the conduct warrants an exception):

Step 1: If discipline/corrective action is being considered, the manager shall discuss with the faculty member his/her actions/omissions for further fact finding prior to issuing an oral reprimand.

Step 2: If an oral reprimand does not result in corrected conduct, a counseling letter may be issued.

Step 3: Prior to administering subsequent discipline, a faculty member shall be provided notice and an opportunity to be heard. Notice shall include a statement of the incident(s) or misconduct which form the basis for the disciplinary action and a statement of the discipline to be imposed. Such notice shall be given within five (5) working days of the decision to administer the discipline.

Step 4: If suspension without pay is recommended as a disciplinary action, the offense shall be severe or preceded by at least two (2) related written reprimands issued within the last two (2) years prior to the proposed suspension.

Corrective Action

Throughout the progressive discipline process, when supporting information indicates that improvement is needed, the District may initiate a work plan that should set forth observable and measureable performance goals. Such goals are to be met within a specific, achievable time frame. If such a plan is contemplated, the AFT shall be notified. At the faculty member's request, the AFT shall participate in developing the work plan.

Article XX: ADDITIONAL FACULTY RIGHTS

EVALUATION OF ADMINISTRATORS: Annual Evaluations for administrators with responsibility for instruction or student services will include an opportunity for the faculty within the unit, division, or college to provide anonymous performance feedback. College administration and/or Human Resources will oversee the evaluation process, evaluation content, and all other matters related to the evaluation of administrators.

FACULTY RIGHTS TO FREE CLASSES: Faculty and member of their immediate family shall have the right to take classes in the SMCCD without charge so long as such attendance does not deprive any paying member of the public from taking the class.