


District Proposal to AFT

8/9/2017

1. Except as noted below, no change to existing language
2. Article 5: Strike clause – removed
3. Article 7: Flex Days -- 2 required, 4 flexible. For 2017/18, there will be one required day in Spring 2018, which will be January 12, 2018. For 2018/19, there will be one required day in Fall and one required day in Spring. Those days will be approved with the approval of the academic calendar for that year. The intent is for those days to be the college days.
4. Article 8: Salary -- Per total comp formula as proposed by District and allocated by AFT:
  - a. 3.25% COLA on all faculty salary schedules effective Fall semester 2016.
  - b. 1% retro on all 2016/17 salaries for full and part time faculty.
  - c. Increase in the monthly medical benefit cap to Single: \$789.00 (no change), Two-Party: \$1319.97 (increase of \$107.97), Family: \$1703.41 (increase of \$134.41) effective 1/1/2017.
  - d. Adding steps 24 (same as step 23) and 25 (3% above step 24) to the Regular Faculty Salary Schedule 80 (full time faculty) effective Fall semester 2016.
  - e. Adding step 11 (3% above step 10) to the Adjunct Faculty Salary Schedule Instructional HI and Adjunct Faculty Salary Schedule Non-Instructional AJ effective Fall semester 2016. Note that Step 1 was inactivated on these schedules in Sept. 1999, and we are renumbering the schedules with this added step.
  - f. 1.75% COLA on all faculty salary schedules effective Fall semester 2017.
  - g. Increase in the monthly medical benefit cap to Single: \$825.00 (increase of \$36.00), Two-Party: \$1394.97 (increase of \$75.00), Family: \$1828.41 (increase of \$125.00) effective 1/1/2018.
  - h. Increase the medical benefit stipend for Adjunct faculty from \$1000 to \$1505 per semester effective Fall semester 2017.
  - i. District will inform AFT of the total compensation available for 2018/19 by July 9, 2018. AFT will inform the District by August 13, 2018 how the total compensation available will be allocated.
5. Article 9: Health and Welfare Benefits – Form a Joint Benefits Committee
6. Article G Evaluations: Form an Evaluation Committee
7. Term: 3 years: July 1, 2016 – June 30, 2019
8. Reopeners: 3 non-economic reopeners per side including workload plus whatever comes from the two committees; 3 of these reopeners are for 17/18 and 3 for 18/19.
9. AFT Approval of the 18/19 Academic Calendar by Oct. 20, 2017. *District to provide draft calendar by Aug 11.*
10. All TA'd language is included – Article 3: Payroll Deduction for Union Dues, Article 8: Paycheck Provisions, Article 10: Retirement, Article 11: Leaves of Absence, Article 13: Professional Development Program & Article 22: Unit Banking

For San Mateo County Community College District:


For AFT Local 1493:


  
8/9/2017



**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.
- 3.2 **DUES DEDUCTION SCHEDULE:** The Union shall inform the District about the amount of dues to be deducted from each unit member's monthly gross income (expressed as a percentage of gross income) and, pursuant to the authorization referenced in Section 3.1, the District shall deduct such amounts. In addition, pursuant to such authorization, the District shall, if so requested by the Union, 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.

  
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**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 ~~year~~ academic calendar.
- 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.

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4-26-17

Kathy Black  
4/27/17



**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; provided, however, that Employees who were paid on a September to June 10-month schedule as of June 30, 2016 shall continue to have the option to be paid on a September to June 10-month schedule.

**8.2.1.1 Option 1 – 10 Month Distribution:** ~~For those employees who are paid over 10 months, the 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. The annual salary for full-time regular employees will be paid over 10 months, commencing with the first month of the Fall semester, provided that employees who were paid on a September to June 10-month schedule as of June 30, 2016, shall continue to have the option to be paid on a September to June 10-month schedule. 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~~ make payment via direct deposit for payroll checks to all faculty members, unless special circumstances require a paper check to be issued. Employees who were receiving a paper check as of June 30, 2016 will continue to have the right to receive a paper check.

**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 78, except for holders of an earned doctorate or members of the California Bar, for whom the maximum initial placement will be at Step 910. ~~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>
	<u>145-169 students 6 hours</u>

~~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.~~

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4-26-17

Kathy Black  
4/27/17

**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 |
- 9.2.1 Deduction of Medical Benefit Premiums.** Subject to and consistent with the requirements of federal and state law, when unit members are paid on an August through May schedule, those members shall have their portion of the medical coverage premiums for June and July deducted in equal installments from their January, February, March, April, and May paychecks. When unit members are paid on a September through June schedule, those members shall have their portion of the medical coverage premiums for June and July deducted in equal installments from their February, March, April, May, and June paychecks.
- 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 full-time regular academic 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 Fall Semester 2015, the District will provide up to \$1000.00 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.
- 9.14 Affordable Care Act Requirements and the District's Right to Modify Benefits.** Both the AFT and the District have the right to reopen negotiations on the health insurance provisions of this Agreement in the event the District is subject to a penalty, tax, fine or increased costs as a result of requirements of the Affordable Care Act.

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4-26-17

Kathy Beck  
4/27/17



**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~~ shall be provided in the Post-Retirement Salary Schedule listed in Appendix B, 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 to~~ subject to STRS rules which may be amended from time to time, allowing for one year of service credit for 525 hours of employment per year.

**10.7 SPECIAL RETIREMENT PRIVILEGES.**

10.7.1 Full and part-time faculty members that retire with at least 20 years of service and who retire in good standing shall be eligible for a District-issued identification card identifying them employee as a retiree of the District;

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4-11-17

*Kathy Black D*  
4/11/17

**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~~ according to this Article.
- 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~~ is defined in 19.1.3.
- 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. An absence affidavit shall be signed by any person absent using Family Illness Leave and medical verification may be required by management to make proper determination of eligibility for benefits under this section.

**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.

- 11.4.2 An employee may use their sick leave for any relative not covered by 11.4 or 11.4.1. This benefit permits an employee to use up to three (3) days for in-state travel or up to five (5) days for out of state travel per occurrence.



- 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. Eligibility for health and welfare benefits shall follow eligibility rules specified in Article 9.9. During an unpaid leave, employees may continue membership and group coverage by payment of premiums at their own expense.
- 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, 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.
- 11.15 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.~~ As required by Education Code Section 87045 or its successor provisions, donated sick leave cannot be returned to the donor even if it is unused.
- 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~~ fifty (50) 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.

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Loag River  
4-26-17

Kathy Black  
4/27/17

**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 via electronic mail or by posting the 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.

TA  
Sergio Rivera  
4-26-17

Kathy Black  
4/27/17



**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 ~~proceeding~~ 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 or long-term Professional Development activities, but may only take a short-term leave.

**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. Such approval shall be granted or denied within 15 school days of receipt after all of the project documentation has been submitted.
- 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.

TA  
Kaggle  
4-26-17

Kathy Black  
4/27/17

**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 Vice~~ Chancellor, ~~for Human Relations Resources~~ 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 Vice~~ Chancellor, ~~for Human Relations Resources~~, 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.

  
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**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). The Unit Banking Plan must be finalized agreed to by the end of the first semester in which units are being banked. Thereafter, the unit member and the responsible dean must review the Unit Banking Plan every semester until the banked units are used.
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- 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.



  
4/11/17



**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
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**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**

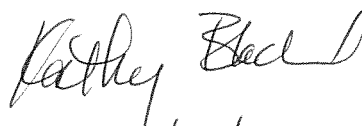
Biological Sciences, Ophthalmic Dispensing, Physical Sciences, and Nursing laboratory assignments	.80 FLC per hour
Physical Education activity classes	.75 FLC per hour
Skills Development laboratory (skill-development; generally no demonstration or evaluation)	.55 FLC per hour
Cosmetology laboratory classes	<del>.60</del> .70 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.

TA  
  
 4-26-17

  
 4/27/17



## FACULTY EVALUATION PROCEDURES – PROPOSED MOU

District Draft of March 28, 2017

### ~~VI.~~VII. Evaluation Procedures—Tenure-Track Faculty

For all Tenure Review Committees established between 7/1/2017 and 6/30/2019, no matter how long the committees exist, the following procedures shall apply. Prior to 7/1/2019, AFT and the District shall mutually agree on whether to continue these procedures for any committees established after that date.

#### A. Tenure Evaluation Committees:

1. Each Tenure Evaluation Committee (TEC) shall be division-based and comprised of ~~four~~three tenured faculty members and one Division Dean/Responsible Administrator, and shall elect its own Chair from among the ~~four~~three faculty members. Each division shall determine the number of Tenure Evaluation Committees needed for the evaluation of tenure-track faculty. All tenured faculty members of a division constitute the initial pool of potential committee members.
2. ~~Committee~~TEC members shall be chosen from within the division, if possible, and at least one of the ~~four~~three faculty members shall be a “discipline expert” chosen in a collaborative process by the Division Dean/Responsible Administrator and the tenured faculty members appropriate to the discipline of the evaluatee. If no discipline expert is available from the ~~E~~valuatee’s campus, a discipline expert from one of the other two colleges in the District or from another community college district or from the community (retiree), in that order, shall be selected. In the case of unique programs or extreme circumstances, one committee member may be a practicing professional from the community. If a discipline expert from the above pools is not available, a tenured faculty member from a related discipline may serve as the discipline expert. If a discipline expert from the above sources subsequently becomes available, the expert from the related discipline will be the first to rotate off of the committee.
3. Three of the ~~TEC Evaluation Committee~~ members are permanent: the Chair, the discipline expert, and the Division Dean/Responsible Administrator. If the chair also serves as the discipline expert, one other tenured faculty member shall also be a permanent committee member. ~~Two~~One tenured faculty members shall rotate onto the ~~Committee~~TEC in years three and four as follows:

Years 1 and 2:

- (A) Chair; (B) Discipline Expert (or tenured faculty member serving a four-year term, if the Chair also serves as the Discipline Expert); (C) Dean/Responsible Administrator; (D) ~~tenured faculty member serving a three-year term for Years 1-3~~; (E) tenured faculty member serving a two-year term for Years 1-2.

Years 3 and 4:

- (A) Chair; (B) Discipline Expert (or tenured faculty member serving a four-year term, if the Chair also serves as the Discipline Expert); (C) Dean/Responsible Administrator; (D) ~~tenured faculty member serving a three-year term for Years 1-3~~; (F) new tenured faculty member serving a two-year term for Years 3-4.

Year 4:

- (A) Chair; (B) Discipline Expert (or tenured faculty member serving a four-year term, if the Chair also serves as the Discipline Expert); (C) Dean/Responsible Administrator; (D) ~~tenured faculty member serving a two-year term for Years 3-4~~; (E) new tenured faculty member serving a one-year term for Year 4.

Kathy Black  
4/11/17

Loag R. Quinn  
4-11-17

## FACULTY EVALUATION PROCEDURES – PROPOSED MOU

**District Draft of March 28, 2017**

4. ~~TECs~~~~Evaluation committees~~ should strive to have a diverse membership; moreover, committee members will be provided a Faculty Evaluation Committee Orientation document prepared by the Office of Human Resources that addresses non-discrimination and diversity during the evaluation orientation.
5. If a faculty member of the ~~Evaluation Committee~~~~TEC~~ is unable to complete her/his assigned term, a new member will be selected by the remaining members of the ~~Committee~~~~TEC~~ to serve the remainder of the term. If the Dean/Responsible Administrator is unable to complete the assigned term, the Dean/Responsible Administrator's successor shall serve on the Committee.



Proposal for Workload Committee  
4/19/17

AFT and the District recognize that faculty perform extensive duties outside of the classroom. Some of these duties are enumerated in Appendix D. The parties would like to distribute those duties among all faculty. Sometimes the distribution is not even, and one or more faculty members end up doing more than their fair share. The purpose of this committee is to develop a mechanism for distributing those duties, and when a faculty member ends up with too many, a mechanism for compensation and when a faculty member ends up with too few, a means to address that.

This committee shall consist of 3 members appointed by AFT, 1 member appointed by each of the 3 Academic Senates, and 3 members appointed by District Administration. The committee shall make a recommendation to AFT and the District, to be subsequently negotiated.

Appointments shall be made no later than May 1, and the committee shall commence its work no later than May 19. The goal for the committee will be to make recommendations to the negotiating teams no later than Dec. 15, 2017. District shall provide support to the committee in the form of notetakers and any data gathering that is requested (surveys, etc.)

The committee will need to identify a process for ensuring that, if extra pay is assigned to faculty as a result of a very large work commitment, it can be paid and tracked as required by payroll guidelines, state and federal law.

TA  
Loag R. Rivera  
4-26-17

Kathy Black D  
4/27/17