

**TENTATIVE AGREEMENT BETWEEN THE  
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT  
AND THE SAN MATEO COMMUNITY COLLEGE FEDERATION OF TEACHERS,  
LOCAL 1493, AFT, AFL-CIO  
October 24, 2023**

This Tentative Agreement between the San Mateo Community College District and the San Mateo Federation of Teachers, Local 1493, AFL-CIO, is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

- **The parties mutually agree to negotiate Appendix G (Evaluation Procedures) and the Part-Time Health Care MOU commencing in February of 2024;**
- **All previously signed TAs and MOU shall be deemed accepted and included in the final successor agreement;**
- **All unresolved articles and MOUs (including CCAP) not addressed herein shall remain status quo and be deemed resolved during the current round of negotiations.**

**ARTICLE 2  
ORGANIZATIONAL RIGHTS**

- 2.1 USE OF BULLETIN BOARDS/MAIL SERVICES:** The Union shall have the right to use institutional bulletin boards and District mail services subject to reasonable regulations; and the right to use institutional facilities at reasonable times for the purpose of conducting Union business concerned with the exercise of the rights guaranteed by statute. The Union also has the right to use District duplicating equipment, provided that the Union reimburses the District for the cost of supplies and labor.
- 2.2 LEAVE FACILITIES IN A CLEAN AND ORDERLY CONDITION:** The Union agrees to leave the facilities used in a clean and orderly condition.
- 2.3 TWO COPIES OF BOARD AGENDAS/MINUTES:** ~~The Union shall have the right to receive two eCopies of the agenda and minutes of regular Board meetings can be found at <https://smccd.edu/boardoftrustees/agenda.php> sent by mail (including email) and directed to the President of the Union.~~ The District shall notify the Union if the website changes.
- 2.4 LIST OF UNIT EMPLOYEES AND JOB INFORMATION:** The Union shall have the right to be provided with a listing of all bargaining unit employees, their date of employment, and their primary job site within a reasonable time following request by the Union. The District will provide to the Union the name, job title, department, work location, work, home, personal cellular telephone number, personal email address, and home address of any new employee within 30 days of hire or by the first pay period of the month following hire. The District will provide to the Union this information every 120 days for all employees. Thereafter, the Union will be provided with a current listing of additions and deletions to the bargaining unit within a reasonable time after request.

**In lieu of providing the information above in the form of a list, the District may meet this obligation by providing AFT Local 1493 access to a secure electronic site within which the above information is available to view and download as a spreadsheet.**

**Personal contact information restricted under Government Code section 6254.3 may be withheld upon an employee's written request to maintain the privacy of such information.**

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**2.5. TIMES WHEN UNION MAY CONDUCT BUSINESS:** Union agents and representatives may conduct Union business with members of the unit at times other than those during which they are required to render service to the District. No one shall be allowed to distribute handouts or similar material in a manner that distracts employees who are on the job performing their duties.

**2.6 REASSIGNED TIME FOR UNION BUSINESS:** The Union will receive the equivalent of 18 FLCs per semester of reassigned time for organizational activities. In addition, the District shall provide the equivalent of 18 FLCs per semester for the purpose of negotiations and the processing of grievances. The Union will notify the District as early as possible of the name(s) of the person(s) who will be credited with this reassigned time so that necessary modifications of schedules may be made. In addition, the Union can buy up to an additional nine (9) FLCs per semester as needed.

**2.7 NEW EMPLOYEE ORIENTATION AGENCY SHOP**  
The District agrees to continue to grant AFT Local 1493 an agency shop, subject to the terms and conditions outlined below.

**2.7.1 “New employee orientation” refers to the process by which a newly hired public employee — whether in person, online, or through other means or media — is advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.**  
The Union shall have a lawful notification to fee payers, informing them of their obligation under this provision of the contract and shall furnish the District with a current copy of such notification, or any amendments to such notification. The Union shall maintain a lawful appeal process including a hearing before a neutral decision-maker for challenging all or part of the agency fee, and procedures to hold in escrow any fees that are reasonably in dispute.

**2.7.2 The District shall provide AFT Local 1493 with access to its new employee orientations. AFT Local 1493 shall receive not less than ten (10) days’ notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that was not reasonably foreseeable.**  
Those employees in the bargaining unit not wishing to join the Union may choose to pay only an agency (service) fee not to exceed the amount permitted by law.

**2.7.3 In the event the District conducts group orientations with new employees, the AFT Local 1493 shall have a minimum of 30 minutes for AFT Local 1493 representative(s) dissemination of AFT Local 1493 information.**

In accordance with Government Code Section 3546.3, employees who, for religious reasons, object to joining or financially supporting employee organizations may instead donate their agency fee to one of the following “non-religious, non-labor organization or charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code.” Employees are responsible for furnishing proof of contributions to the District and to AFT Local 1493.

- a. The Foundation for the SMCCCD
- b. Peninsula Community Foundation
- c. Peninsula Open Space Trust
- d. The American Red Cross
- e. United Way

113 **2.7.4.** The Union ~~will may~~ give each member of the unit a form to complete on which they can  
114 indicate whether they want to join the Union, ~~pay only the agency fees or object to~~  
115 ~~payment based on religious belief. In the event an employee fails to indicate a~~  
116 ~~choice, the agency fee will be assessed.~~

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119 ~~**2.7.5** The Union is responsible for all required notifications to employees of their~~  
120 ~~obligations under this Article and resolution of all employee disputes related to~~  
121 ~~their obligations, including all costs related to such notifications and resolutions.~~

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123 ~~**2.7.6** The Union agrees it shall reimburse the District for any and all litigation costs and~~  
124 ~~attorney fees and shall hold the District harmless from any liability arising from any~~  
125 ~~and all claims, demands, lawsuits or any other actions arising from any~~  
126 ~~implementation or compliance with the Article, or District reliance on any list,~~  
127 ~~notice, document, certification or authorization furnished under this Article by the~~  
128 ~~Union.~~

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130 ~~**2.7.7** The District and AFT Local 1493 agree that implementation of this Agency Shop~~  
131 ~~agreement is intended to be consistent with all federal, state and local laws and~~  
132 ~~regulations applicable to such agreements.~~

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135 **ARTICLE 7**  
136 **HOURS OF EMPLOYMENT**

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138 **7.1** **175 WORK DAY YEAR FOR REGULAR FACULTY:** The total required number of service days  
139 for each faculty member on a regular academic year contract shall not exceed the one hundred  
140 seventy-five (175) work days, including any flex or staff development days included in the  
141 academic calendar.

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143 7.1.1 The contract responsibility days of instructional faculty shall end once the total required  
144 number of service days is served and final grades and other official paperwork are  
145 submitted.

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147 7.1.2 The contract responsibility days of non-instructional faculty shall end at the conclusion of  
148 the final examination period.

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150 **7.2** **DEFINITION OF ACADEMIC YEAR:** The academic year consists of two (2) separate  
151 instructional semesters, each of which begin on the first day of instruction or flex day and end on  
152 the last day of final examinations.

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154 **7.3** **ADOPTION OF ACADEMIC CALENDAR:**

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156 **7.3.1** Following negotiations with the Union, the Board will adopt an annual academic calendar  
157 that conforms to all requirements mandated by state law and the conditions of this  
158 Agreement.

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160 7.3.12 When a declared holiday falls on Sunday, the succeeding workday not designated as a  
161 holiday shall be observed as the holiday. When a declared holiday falls on a Saturday, the  
162 preceding workday not designated as a holiday shall be deemed the holiday.

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164 **7.4** **DEFINING OFFICE HOURS:** Office hours are defined as regularly scheduled times when faculty  
165 members are present in their assigned office or approved alternate location, and available for  
166 consultation with students.

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168 **7.5 WORKWEEK FOR FULL-TIME INSTRUCTIONAL FACULTY:** Full-time instructional faculty  
169 shall be present on campus while performing assigned duties, unless an alternate location is  
170 assigned and approved, pursuant to Article 6. For the purposes of this section, “assigned duties”  
171 means a faculty member’s FLC and corresponding office hours. A faculty member may be  
172 assigned to less than a five-day per week schedule. All other professional responsibilities, such  
173 as class preparation and completion of a member’s professional responsibilities plan will be  
174 carried out at a time and place appropriate for the activity.  
175

176 **7.6 WORKWEEK FOR FULL-TIME COUNSELING FACULTY:**  
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178 **7.6.1** Full-time counseling faculty shall be present on campus while performing assigned duties,  
179 unless an alternate location is assigned or approved, a minimum of thirty (30) hours per  
180 week, twenty-two (22) hours of which are for scheduled **professional counseling** duties  
181 and eight (8) hours of which are for performing-other professional duties (as outlined in  
182 Appendix D2-A2). Regular and contract counselors shall also be responsible for developing  
183 and fulfilling a professional responsibilities plan, as described in Article 6, with a minimum  
184 value of 5 points.  
185

186 **7.6.2** For the purposes of calculating adjunct load, non-ancillary fulltime weekly duties are 30  
187 hours. “Scheduled Counseling Duties” means any of the following:  
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- 189 • Scheduled or drop-in counseling appointments with students **conducted in person**;
- 190 • **Scheduled or drop-in counseling appointments with students conducted**  
191 **remotely**;
- 192 • Group appointments with students **conducted in person**;
- 193 • Group appointments with students **conducted remotely**;
- 194 • Working with students in class, in collaborations with instructional faculty;
- 195 • Program coordination, student workshops, or case management activities, so long as they  
196 are approved or assigned by the dean;
- 197 • Counseling observations for evaluations; or
- 198 • Additional duties as approved or assigned by the dean that directly support students.  
199

200 Hours are prorated for regular and contract counselors with less than a full-time assignment.  
201 Part- time counselor load assignments shall include 1 hour of “other professional duties” time  
202 for every 3 FLCs of counselor duties.  
203

204 Coordination is recognized as a critical and necessary function of specific counselor  
205 assignments. Coordination is defined as any responsibilities of leading and organizing a  
206 program, initiative or project outside of the primary responsibilities of counselor duties (as  
207 outlined in Appendix D2-A1). The assignment of coordination time is mutually agreed upon by  
208 the dean and the counselor as commensurate and appropriate to the counselor assignment.  
209

210 Recognizing the professional and pedagogical expertise of counseling faculty, the value of  
211 a collaborative approach at the department level in setting the length of counseling  
212 appointments, and that the need for flexibility to adjust appointment length to address  
213 student needs is appropriate, the counseling deans and counseling faculty at each college  
214 will annually review best practices, scheduling methods, use of technology and other  
215 strategies to support a collaborative scheduling approach.  
216

217 **7.7 WORKWEEK FOR FULL-TIME LIBRARIANS:** Full-time faculty librarians shall be present on  
218 campus while performing assigned duties, unless an alternate location is assigned. For the  
219 purposes of this section “assigned duties” means providing librarian services at assigned times and  
220 locations, which for a full-time librarian shall be thirty-two and one-half (32.5) hours per week. Other  
221 professional responsibilities will be carried out at a time and place appropriate for the activity.  
222 Librarians shall be responsible for developing and fulfilling a professional responsibilities plan as  
223 described in Article 6, with a minimum value of 4 points. Librarians are not expected to work more

224 than 37.5 hours per week. Hours are prorated for regular or contract librarians with less than a full-  
225 time assignment.

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227 **7.8 WORKWEEK FOR FULL-TIME NON-INSTRUCTIONAL FACULTY:** Full-time college nurses and  
228 faculty assigned to other duties shall be present on campus in scheduled professional duties thirty-  
229 seven and one-half (37.5) hours per week, prorated for regular or contract college nurses and  
230 faculty assigned to other duties with less than a full-time assignment unless an alternate location is  
231 assigned or approved. College nurses and faculty assigned to other duties are not required to  
232 prepare a professional responsibilities plan.

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234 **7.9 MINIMUM ELAPSED TIME:** The minimum elapsed time between the ending time of any regular  
235 workday assignment and the beginning of the following day's regular workday assignment will be  
236 eleven (11) hours, except by mutual agreement between the employee and the District.

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238 **7.10 FINAL EXAM PERIODS INCLUDED IN SERVICE DAYS:** Final examination periods are included  
239 within the required number of service days. Instructors must meet all assigned classes for final  
240 examinations at the appropriate hour as published in the College final examination schedule, except  
241 by written permission in advance from the appropriate Vice President.

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243 **7.11 FLEX DAY OBLIGATIONS:** The District academic calendar may contain flex (staff development)  
244 days. The following provisions shall apply:

245  
246 7.11.1 Faculty members on a regular academic year contract shall participate in such flex days as  
247 part of their basic assignments. Regular faculty will be expected to participate in flex day  
248 activities for five (5) hours per flex day. ~~As of October 1, 2017, t~~There are six (6) flex days  
249 on the academic calendar. Of the six (6) flex days, two (2) are required and four (4) are  
250 flexible. ~~For the 2017-2018 academic year, there will only be one (1) required flex day~~  
251 ~~in Spring 2018, which will be on January 12, 2018. Commencing with the 2018-2019~~  
252 ~~academic year, t~~There will be one (1) required day in the Fall and one (1) required day in  
253 the Spring. Those days will be determined with the approval of the academic calendar for  
254 that year and are intended to be assigned on a college day.

255  
256 7.11.2 Part-time faculty members may participate in flex activities as part of their basic assignments  
257 if the flex day falls on a scheduled workday. For example, if a part-time faculty member  
258 normally holds a class on a Monday and that day is a scheduled flex day and thus his/her  
259 their normally scheduled class(es) is/are not held, the part-time faculty member who  
260 participates in the College flex activities, shall receive regular pay for the normal student  
261 contact hours that would have been worked that day. Those part-time faculty members  
262 identified above can elect to participate in a college-approved flex activity on an alternative  
263 day other than the College-designated flex day, show written verification of the activity, and  
264 receive regular pay for up to the normal student contact hours that the part-time faculty  
265 member is scheduled to teach on that day of the week.

266  
267 Requests for approved flex day pay must be submitted by the last day of final exams of the  
268 semester in which the flex activity occurred. Other part-time faculty members may participate  
269 in on-campus flex activities on designated flex days and will be compensated at the special  
270 rate not to exceed five (5) hours.

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272 **7.12 COUNSELING ASSIGNMENTS OUTSIDE REGULAR 175 DAYS:** The District and the counseling  
273 staff recognize that the dates needed for counseling services differ from the regular 175 day  
274 academic calendar and are essential to fulfilling the needs of students in the District. For that  
275 reason, faculty whose primary responsibility is counseling and whose annual teaching schedule  
276 allows for blocks of five (5) or more exchange working days within the academic year may be  
277 involuntarily assigned up to ten (10) working days of counseling duties different from the regular 175  
278 day academic calendar, during semester breaks and/or Summer session. Involuntary assignments  
279 will only occur if there are not sufficient numbers of suitable volunteers.

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- 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~~ their 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.

315 **7.13 COMPENSATION:** Compensation for counseling/advising responsibilities beyond the total 175  
316 day commitment will be either pay at the faculty overload lab rate, unit banking, or compensatory  
317 time, schedule permitting.  
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## APPENDIX D: DUTIES AND RESPONSIBILITIES

### D1—DUTIES AND RESPONSIBILITIES OF INSTRUCTORS

A. Required of all instructors:

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

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

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

B. Voluntary activities performed without additional District compensation:

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

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

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

## D2—DUTIES AND RESPONSIBILITIES OF COUNSELORS

### Definitions:

Outside of peak times, other than by mutual agreement, no more than 10% of total counseling faculty will have drop-in as their primary assignment. As different programs have different needs and requirements, and as counseling operates on both student contact and caseload models, student meeting times may vary.

#### A. Required of all counselors:

##### A1. Scheduled counselor duties are to be used for the following:

- provide counseling services to students at assigned times and locations;
- scheduled or drop-in counseling appointments with student;
- group appointments with students;
- **participate in commencement exercises (See Note 2);**
- working with students in class, in collaborations with instructional faculty;
- program coordination, student workshops, or case management activities, so long as they are approved or assigned by the dean;
- counselor observations for evaluations;
- additional duties as approved or assigned by the dean that directly supports students.

##### A2. The following activities, if counselors engage in them, should be blocked on the counseling grid to take place during other “on campus” professional duties time:

- submit timely and accurate reports as required;
- Maintaining necessary counseling records;
- Prepare for student appointments by reviewing student information prior to meeting with students;
- Provide follow up services to students, including responding to student emails and questions in a timely manner;
- Perform appropriate research and consultation to provide students with correct and updated information;
- Meetings not part of the professional plan.

#### B. Additional professional responsibilities, not subject to additional compensation for counselors on regular academic year contract are those engaged in consistent with the counselor professional plan point requirements set forth in Article 6: (See Note 1)

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

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

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

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



416 D3—DUTIES AND RESPONSIBILITIES OF LIBRARIANS

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418 A. Required of all librarians:

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

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

- 428
- 429 • attend and participate in official division and college faculty  
430 meetings called by the college administration;
  - 431 • develop instructional materials on the use of the library and its resources  
432 for groups and individuals;
  - 433 • consult with faculty members on resource needs in their particular fields;
  - 434 • assist in the formulation and maintenance of necessary and reasonable  
435 rules for library users;
  - 436 • review current literature in appropriate fields and recommend  
437 additions to the college library collection;
  - 438 • participate as a peer in the academic employee staff development and  
439 evaluation programs;
  - 440 • provide information for schedule and budget preparation;
  - 441 • assist in ordering supplies, and in ensuring proper utilization of library  
442 equipment and facilities;
  - 443 • coordinate the work of student assistants and instructional aides;
  - 444 • participate in commencement exercises (See Note 2);
  - 445 • assist in planning and preparing exhibits and book displays  
446 to encourage student use of books and other materials;
  - 447 • participate on official college committees (e.g., curriculum planning,  
448 accreditation self-study); and
  - 449 • participate on screening committees for position vacancies.

450  
451 C. Voluntary activities performed without additional District compensation:

- 452
- 453 • participate in co-curricular activities (e.g., student club advising);
  - 454 • participate in college-community relations activities (e.g., public speaking  
455 engagements); and
  - 456 • participate in articulation with high schools and four-year institutions.

457  
458 **Note 1:** It is not the intention of the parties to this Agreement to imply that all unit  
459 members will be assigned all of the responsibilities listed under B. Certain of  
460 these responsibilities may be appropriate for assignment to a given unit  
461 member who would not be paid additional District compensation for  
462 discharging them.

463  
464 **Note 2:** A maximum of one-half of the contract and regular faculty will be expected to  
465 participate each year. No individual will be required to participate more  
466 frequently than once in each two-year period.

**ARTICLE 8  
PAY AND ALLOWANCES**

8.1 REGULAR FACULTY SALARY SCHEDULES: The compensation formula agreed to in the last Collective Bargaining Agreement (2016 – 2019) will be maintained in the new Collective Bargaining Agreement (2019 – 2022). Specifically: the District shall allocate 80% of every new dollar of assessed value of property taxes to compensation for salaries, with AFT receiving an apportionment of that allotment proportional to the base of the faculty bargaining unit as compared to the total workforce. The District shall first deduct costs for STRS, step and column increases and any other regulatory rate increases. The remaining apportionment to AFT shall then be allocated to bargaining unit members in the manner determined by AFT. Further, in the event there is negative growth, compensation and benefits shall remain unchanged. In no event may this formula result in a salary reduction.

As applied during the period of the 2019-2022 contract:

8.1.1 For the 2019-2020-2022-2023 fiscal year:;

- The Regular Faculty Schedule (80), the Adjunct Faculty Salary Schedule Non-Instructional (AJ), and the Regular Faculty Schedule (OL) AFT shall be increased by 7.0% receive 42.95% of the 80% allotment, which after regulatory rate increases is \$2,169,557.
- The Instructional Laboratory Adjunct Faculty Salary Schedule (HB), the Instructional Lecture Adjunct Faculty Salary Schedule (HC), and the Instructional Special Adjunct Faculty Salary Schedule (HI), shall be increased by 9.5%.

8.1.2 For the 2020-2021-2023-2024 fiscal year:;

- The Regular Faculty Schedule (80), the Adjunct Faculty Salary Schedule Non-Instructional (AJ), and the Regular Faculty Schedule (OL) AFT shall be increased by 5.0% receive 42.50% of the 80% allotment, which after regulatory rate increases is \$3,784,565.
- The Instructional Laboratory Adjunct Faculty Salary Schedule (HB), the Instructional Lecture Adjunct Faculty Salary Schedule (HC), and the Instructional Special Adjunct Faculty Salary Schedule (HI), shall be increased 7.5%.

8.1.3 For the 2021-22-2024-2025 fiscal year:;

- The Regular Faculty Schedule (80), the Adjunct Faculty Salary Schedule Non-Instructional (AJ), and the Regular Faculty Schedule (OL) shall be increased by 3.0% the formula summarized in this Article shall be applied. The District will inform AFT of its apportionment no later than May 15, 2021.

518 • The Instructional Laboratory Adjunct Faculty Salary Schedule (HB), the  
519 Instructional Lecture Adjunct Faculty Salary Schedule (HC), and the  
520 Instructional Special Adjunct Faculty Salary Schedule (HI), shall be  
521 increased by 5.5%.

522  
523 If the assessed valuation of property for fiscal year 2023-2024, as  
524 determined by the San Mateo County Assessor's Office Local Combined  
525 Roll prepared by the County Assessor's Office shows an annual increase  
526 of at least 6.0%, the parties agree to a mutual reopener on Article 8.1 for  
527 2024-2025.

528  
529 **8.2 PAYCHECK PROVISIONS:** The following procedures shall apply related to faculty  
530 paychecks:

531  
532 8.2.1 The annual salary for full-time regular employees will be paid over 10 months,  
533 commencing with the first month of the Fall semester, provided that  
534 employees who were paid on a September to June 10-month schedule as of  
535 June 30, 2016, shall continue to have the option to be paid on a September  
536 to June 10-month schedule. Deductions for retirement, State and Federal  
537 withholding taxes, and all other voluntary deductions are made over a 10-  
538 month period.

539  
540 8.2.2 **Payroll Errors:** Proper salary grade and step placement is a joint  
541 responsibility of the employee and the District. All employees are to review  
542 their salary placement at least annually and should they believe that they are  
543 improperly placed on the salary schedule, they are to immediately bring this  
544 information to the attention of the District.

545  
546 8.2.2.1 Any payroll error resulting in insufficient payment for an employee in  
547 the bargaining unit shall be corrected, and a special payroll check  
548 issued no later than five (5) working days after the District has  
549 received both a written request from the employee and verification of  
550 the error. Otherwise, the supplemental amount will be included in the  
551 next regular paycheck following verification of the error.

552  
553 8.2.2.2 If the District overpays the employee, the District will inform the  
554 employee and attempt to mutually agree on a schedule to repay the  
555 overpayment, the employee shall, upon realizing the fact or upon  
556 notification from the District, repay the full amount of such  
557 overpayment.

558  
559 Any payroll deduction made by the District to remedy an  
560 overpayment in a prior pay period must be authorized in writing  
561 by the employee. If no agreement for repayment is made, the  
562 District reserves its rights to take legal action to recover the  
563 overpayment.

564  
565 If the overpayment is \$100 or less, the employee shall have the  
566 overpayment deducted in the next paycheck. For overpayments  
567 exceeding \$100, the repayment schedule shall be equal to the  
568 number of months the employee was overpaid. For example, an  
569 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.~~

[Ca Labor Code sections 221 and 222](#)

8.2.3 **Direct Deposit:** The District will 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.

621 8.3.6 Step placement on the regular academic employee salary schedule is based  
622 upon prior teaching experience or acceptable equivalent. High school and  
623 college-level teaching experience as a regular faculty member will be  
624 recognized on a year-for-year basis. Teaching experience between grades 1  
625 and 8 (elementary) will be counted as one-half the value of teaching  
626 experience in grades 9 and higher. ~~A n~~New contract academic employees  
627 with 0 to 3 years of prior experience and whose first day of service begins  
628 on or after July 1, 2001 will be placed on Step 1. For a new contract  
629 employee with four (4) or more years of prior experience, such experience  
630 will be recognized, year for equivalent year, up to a total of seven (7) years  
631 for a maximum initial placement at Step 5 The Chancellor may recommend  
632 initial placement above Step 5 in exceptional circumstances that affect the  
633 interest of the District. The Chancellor will inform the Union president of such  
634 recommendation. The following chart illustrates initial placement according to  
635 this section:

636		
637	0-3 yrs. Experience	Step 1
638	4	Step 2
639	5	Step 3
640	6	Step 4
641	7 or more	Step 5
642		

643 8.3.7 Part-time teaching will be credited on the basis of its equivalent in full-time  
644 teaching at the institution where the teaching occurred.

645  
646 8.3.8 Related vocational experience, and professional experience other than  
647 teaching in regular faculty status, will be evaluated on the basis of duration  
648 and closeness of relationship to the teaching assignment in this District. One  
649 year of teaching experience will be allowed for each two years of full-time,  
650 fully related professional or vocational experience, or its equivalent in part-  
651 time experience. Years of service spent as an apprentice, or years of service  
652 spent achieving the equivalent of journeyman status, will not be counted.  
653 Years of service, whether paid or unpaid, which were spent as a part of a  
654 required program leading to a higher academic degree or certificate will not  
655 be counted.

656  
657 8.3.9 Letters of verification of all experience used for step placement on the salary  
658 schedule must be received by the Office of Human Resources by the end of  
659 the month in which original employment begins.

660  
661 **8.4 CLASS ADVANCEMENT:** To qualify for class advancement on the regular  
662 academic employee salary schedule, academic personnel will notify Human  
663 Resources that they have received an advance degree by July 15<sup>th</sup> and submit  
664 evidence of the advanced degree from an accredited college or university or  
665 evidence of a sufficient number of units to meet requirements for class advancement  
666 on the salary schedule. As proof of completion, official transcripts must be submitted  
667 prior to August 31<sup>st</sup> of the year for which the change in salary placement is  
668 requested. Class advancements are processed only during the month of August of  
669 each year, and modify the employee's salary for the full college year.

670  
671 8.4.1 For class advancement purposes, an academic employee may submit  
672 without prior approval:

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689
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.

690 **8.5 STEP ADVANCEMENT ON REGULAR SCHEDULE:** To qualify for step  
691 advancement on the regular academic employee salary schedule, an employee's  
692 term of service must encompass seventy- five percent (75%) or more of the school  
693 days in the college year, or seventy-five percent (75%) or more of the school days in  
694 two semesters within a three-year period.

695  
696 8.5.1 From Step 1 through Step 8, employees will advance at the rate of one step  
697 per year. Two years of service at Step 9 are required for advancement to  
698 Step 11. Three years of service at Step 11 are required for advancement to  
699 Step 14. Four years of service at Step 14 are required for advancement to  
700 Step 18. Five years of service at Step 18 are required for advancement to  
701 Step 23. Two years of service at Step 23 are required for advancement to  
702 Step 25.

703  
704 8.5.2 All step advances on the salary schedule are normally effective at the  
705 beginning of the Fall semester. However-~~effective spring 1999~~, step  
706 advances for regular, full-time faculty whose service begins in Spring  
707 semester and who meet the requirements of Section 8.5, will advance to the  
708 next step on a Spring anniversary date rather than the Fall anniversary date.

709  
710 **8.6 REQUIRED SERVICES OUTSIDE THE NORMAL WORK YEAR:** Academic  
711 employees may occasionally be asked to work extra days that are not a part of the  
712 175-day academic year. To the extent that funds have been budgeted and specific  
713 assignments approved by the appropriate administrator, required services involving a  
714 minimum of six (6) hours of work will be compensated on a per diem basis. For less  
715 than a full day of work, academic employees will be compensated at the special rate  
716 of the Part- time or Faculty Overload Salary Schedule.

717  
718 8.6.1 The per diem rate is six hours at the special rate, Step 10 of the appropriate  
719 hourly salary schedule.

720  
721 8.6.2 Academic employees who are expected to work beyond the normal 175-day  
722 academic year because of serving on a screening committee for new  
723 employees will be paid at the special part- time rate for actual hours worked  
724 in session with the committee or at the per diem rate, whichever is less. Any

725 such work must be necessary and have prior approval of the College  
726 President or the Chancellor.

727  
728 **8.7 SALARY DEDUCTIONS FOR ABSENCE WITHOUT PAY:** When an academic  
729 employee whose compensation is based upon the regular academic employee  
730 salary schedule is absent for reasons which do not justify the use of any of the forms  
731 of authorized leave with pay, a fraction of the employee's annual salary will be  
732 deducted. The fraction will be the number of days absent divided by the number of  
733 days in the teaching year.

734  
735 **8.7.1** When a deduction for a partial day of absence becomes necessary, the fraction  
736 of a day absent will be computed by dividing the number of hours of absence by the  
737 total number of hours the employee is scheduled to be on campus on that day,  
738 including office hours.

739  
740 **8.8 PART-TIME SALARY SCHEDULE:** The part-time employees' salary schedule is  
741 listed in Appendix B. It applies to academic employees with assignments of sixty  
742 percent (67%) or less of full time for the college year. It also serves as the basis of  
743 compensation for summer session assignments and of additional compensation for  
744 full-time academic employees assigned beyond their regular full-time assignments.  
745 Summer Session compensation will be based on the part-time employee salary  
746 schedule in effect during the previous Spring semester.

747  
748 **8.9 PLACEMENT ON PART-TIME SALARY SCHEDULE:** Placement of an individual on  
749 the part-time employee salary schedule is based upon academic preparation and  
750 teaching experience or acceptable equivalent.

751  
752 8.9.1 Degrees and units are used to determine step placement on the part-time  
753 employee salary schedule in accordance with the following rules:

754  
755 8.9.1.1 Persons holding an earned doctorate, or who are members of the  
756 California Bar, will be given two (2) years of teaching equivalency, to  
757 be added to the total of the years credited as a result of evaluating  
758 teaching and related experience.

759  
760 8.9.1.2 Persons holding a valid Master's degree, or a life vocational credential  
761 will receive zero (0) years of teaching equivalency.

762  
763 8.9.1.3 Persons holding only a Bachelor's degree and any number of units  
764 taken after the award of the degree will have one (1) year of teaching  
765 equivalency subtracted from the years credited for teaching and  
766 related experience.

767  
768 8.9.1.4 Persons holding only an A.A. degree and any number of units short of  
769 a Bachelor's degree will have three (3) years of teaching equivalency  
770 subtracted from the total years credited for teaching and related  
771 experience.

772  
773 8.9.1.5 One (1) year and no years of college are assigned a value of negative  
774 four (4) years of teaching equivalency and treated as above.

775

776 8.9.2 Both teaching and related work experience will be evaluated as set forth in  
777 Sections 8.3. of this Agreement. As with the regular academic employee  
778 salary schedule, high school and college level teaching experience will be  
779 recognized on a year-for-year basis up to five years. The maximum initial  
780 step placement on the part-time employee salary schedule will be at Step 7,  
781 except for holders of an earned doctorate or members of the California Bar,  
782 for whom the maximum initial placement will be at Step 9.

783  
784 **8.10 PLACEMENT ON PART-TIME SCHEDULE UPON RETURN:** Part-time faculty  
785 returning to the District who have been in paid academic status during two semesters  
786 (summer sessions are acceptable in lieu of semesters) within a three-year period  
787 shall be advanced a step on the salary schedule beginning in the Fall Semester.  
788 Part-time faculty returning to the District after a break of more than three years shall  
789 be placed on the salary schedule at a step no lower than the step at which they were  
790 paid when they left the District.

791  
792 **8.11 STEP ADVANCEMENT ON PART-TIME SCHEDULE:** To qualify for step  
793 advancement on the part-time employee salary schedule, an employee must have  
794 served in paid academic status during two semesters (summer sessions are  
795 acceptable in lieu of semesters) within a three-year period. Step advancements will  
796 be made only at the beginning of the Fall semester.

797  
798 **8.12 PART-TIME COUNSELING SERVICES PAY RATE:** Counseling service, when  
799 compensated on a part-time basis, will be paid at the appropriate hourly laboratory  
800 rate.

801  
802 **8.13 SUBSTITUTE PART-TIME PAY RATES:** Substitute instructors, librarians, and  
803 counselors will be paid at the substitute's step of the appropriate column of the part-  
804 time salary schedule.

805  
806 **8.14 LARGE CLASS PAY:** A large class for the purpose of additional compensation  
807 under the terms of this Article is defined as having 70 or more students enrolled at  
808 census.

809  
810 Deans will engage in a collaborative process with department faculty to determine  
811 which courses can be appropriately designated as "large classes".

812  
813 Eligible courses are those that meet general education, UC, and CSU  
814 requirements, those that meet graduation requirements, major requirements, and  
815 vocational courses required for a certificate, degree, or transfer. (Ineligible courses  
816 are television courses, open skills labs, Cooperative Education, all matriculation  
817 activities, team sports, team taught courses, independent study, and all courses  
818 numbered in the 600's and 700's.

819  
820 Assignment to teach a large class is voluntary.

821  
822 Additional compensation is at the special rate of pay and does not affect the  
823 FLC for the course. The compensation is consideration for the extra time  
824 needed for required paperwork.

825  
826 Additional weekly compensation for large classes:  
827 70-94 students 3 hours



828 95-119 students 4 hours  
829 120-144 students 5 hours  
830 145-169 students 6 hours

831  
832 **Part-time faculty directed by their dean to perform ancillary activities including,**  
833 **but not limited to, attending division meetings, committee meetings, or assigned**  
834 **other professional responsibilities outside of teaching or their primary**  
835 **responsibilities (e.g. program review, annual plans, SLO, etc.) shall be**  
836 **compensated for the time pre-approved by the Dean at the special non-**  
837 **instructional hourly rate.**  
838

839 **8.15 PART-TIME PARITY**

840  
841 A. Part-time parity shall be defined as 85% of full-time regular compensation  
842

843 B. **For the 2020-21 and 2021-22 academic years, the method used to**  
844 **compare part-time and full-time compensation for the purpose of**  
845 **determining is to achieving parity shall be as follows:**  
846

847 **1. Calculate the average, annualized compensation for instructional**  
848 **adjunct faculty by:**

849  
850 **a. At each step multiply the instructional rate by 525 hours.**  
851 **(525 hours represents 15 hours per week times 35 weeks).**

852 **b. At each step multiply the special rate by 175 hours. (175**  
853 **hours represents 5 office hours [1 hour for each 3 hours of**  
854 **teaching] times 35 weeks).**

855 **c. Add the results of a and b. This expresses the annualized**  
856 **salary at each step.**

857 **d. Calculate the average annualized adjunct instructional**  
858 **salary.**

859  
860 **2. Calculate the average annual full-time compensation of full-time**  
861 **faculty at Column 2 (Master's Degree), steps 1-11.**

862  
863 **3. Parity is achieved when the average annualized compensation**  
864 **on the instructional adjunct faculty schedule is 85% of the**  
865 **average annual full-time compensation of contract faculty at**  
866 **column 2, steps 1-11.**

867  
868 **4. For the purposes of a benchmark, applying this methodology**  
869 **using the salary schedules in effect as of August 13, 2018:**

870  
871 **a. Instructional adjunct compensation is at 66.8% of full-time**  
872 **compensation.**

873  
874 **b. Non-instructional adjunct compensation is above parity**  
875 **on all non-instructional salary schedules, where the**  
876 **average annualized non-instructional salary for each**  
877 **position is calculated by multiplying each salary step by**  
878 **the full-time contractual hours for the position by 35**  
879 **weeks, and taking the average.**

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C. The following steps shall be taken to achieve parity, as defined in paragraph A.

1. For the 2020-2021 fiscal year the following monies shall be applied exclusively to the instructional adjunct salary schedule:
  - a. The District shall add 3 % (\$600,537) to the adjunct instructional faculty schedule over and above the dollars made available to AFT for total compensation for 2020-21. This contribution is contingent on the further contribution described below in section C.1.b.
  - b. An additional 1% (\$ 200,179) shall be added to the instructional adjunct faculty schedule from the dollars made available to AFT for total compensation in 2020-21, resulting in a combined contribution between sections C.1.a and b of 4 % ( \$800,716) being applied to the adjunct instructional schedule.
  - c. At its discretion, AFT may apply additional dollars exclusively to the instructional adjunct faculty schedule.
  - d. All other total compensation dollars that AFT chooses to apply to wages shall be applied equally to all salary schedules.
2. For the 2021-2022 fiscal year, the District will apply an additional 1.5 million dollars (\$ 1,500,000) to the instructional adjunct faculty schedule (HI), separate and apart from whatever salary increases are negotiated for all faculty. This contribution is contingent on AFT's agreement that any total compensation dollars that it chooses to apply to wages shall be applied equally to all salary schedules, unless it opts to make an additional contribution to the adjunct instructional (HI) schedule in order to move adjuncts closer to parity.
3. The District and AFT shall enter into an MOU memorializing that, starting with the 2022-2023 academic year, tThe District will place instructional adjunct faculty on a salary schedule that includes the same columns and steps that appear on the Regular Salary Schedule (80), using the methodology summarized below. The MOU shall also provide that, when negotiations are opened for the 2022-23 through 2024-25 successor agreement, the MOU shall be incorporated into that agreement. This MOU supersedes conflicting contract language in Articles 8.8-8.11 and 18. Once parity is achieved, this MOU shall cease to apply.

**23.A Determination of Parity:**

After the 2022-23 academic year, tThe method used to compare part-time and full-time compensation for the purpose

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of determining how close the District is to achieving instructional adjunct parity shall be as follows:

- a. each cell in the regular full-time salary schedule is divided by 525
- b. One-third (1/3) of the special rate that corresponds to each step on the adjunct faculty salary schedule will be added to each cell at that step. For steps on the adjunct lecture schedule that exceed the number of steps of the special rate schedule, the highest rate on the special rate schedule will be used.
- c. b is divided by a and multiplied by 100
- d. parity is achieved when the value of “c” is 85 at a minimum of 80% of the cells on the lecture adjunct faculty schedule.

Non-instructional adjunct compensation is above parity on all non-instructional salary schedules, where the average annualized non-instructional salary for each position is calculated by multiplying each salary step by the full-time contractual hours for the position by 35 weeks, and taking the average. The parties agree that parity has been currently reached for non-instructional adjuncts under this definition as of the date of this Agreement.

[Moved from 8.15.B.4.b above, as modified.]

**33.B. PART-TIME OFFICE HOURS  
CONSTRUCTION OF THE STEP/COLUMN  
INSTRUCTIONAL ADJUNCT SCHEDULES**

2 step and column schedules will be established for Instructional Adjunct Faculty—one for lecture rate and one for lab rate. These will be designated in the salary schedules as the “Adjunct Faculty Salary Schedule Inst./Lecture (HI)” and the “Adjunct Faculty Salary Schedule/Inst./Lab (HI)”. The Instructional Faculty Salary Schedule (HI) for special rates will not be converted to a step/column schedule.

The step and column schedules for Adjunct Faculty Salary Schedule Inst./Lecture (HI) and Adjunct Faculty Salary Schedule/Inst./Lab (HI) will be established and applied as follows:

1. The instructional adjunct lecture and lab schedules for the 2021-22 fiscal year shall become the Masters column (Column 2) of the new step/column lecture and lab schedules.

983 2. The compensation values at each step (1-11) of the  
984 new lecture and lab schedules will be created at 1  
985 (Base) 3 (MA +45) 4 (MA +60) and 5(PhD) by  
986 applying the percentage differences between  
987 columns that exist at those steps on the full-time  
988 schedule.

990 3. The compensation values at steps past step 11 will  
991 be created by applying the percentage differences  
992 between the steps past 11 that exist at those steps  
993 and columns on the full-time schedule.

995 Office hours will continue to be paid separately following  
996 the same procedures currently in place, including after  
997 full pro-rata at 85% is achieved.  
998

999 **43.C PLACEMENT OF MEMBERS ON THE SALARY SCHEDULES**

1000  
1001 **1. Column Placement**

1002 Instructional adjunct faculty will have until  
1003 September 30, 2021 to present documentation  
1004 regarding their education, commensurate with the  
1005 documentation required of regular faculty, so they  
1006 may be placed on the appropriate column. If an  
1007 instructional adjunct faculty doesn't provide  
1008 documentation by September 30, 2021, they will be  
1009 placed on the column with the minimum  
1010 qualification for that discipline. Instructional  
1011 adjunct faculty can present documentation to be  
1012 placed on the right column in future years, subject  
1013 to the same deadlines and criteria as full-time  
1014 faculty.

1015  
1016  
1017 **2 Initial Step Placement on the Step/Column**  
1018 **Schedule**

1019  
1020 a. Starting with the Fall 2022 semester, each  
1021 adjunct faculty member previously  
1022 employed by the District shall be initially  
1023 placed on the step that corresponds with  
1024 their 2020-21 step plus one, except as  
1025 follows:

1026  
1027 i. Any instructional adjunct faculty  
1028 who, as of Fall 2022, has been at step  
1029 11 for at least 3 years in which  
1030 service was provided each year shall  
1031 move to step 14.

1032  
1033 ii. Any instructional adjunct faculty who  
1034 has less than a Master's degree, and

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~~who is on a 2021-22 seniority list, shall not be moved to the new base column, but instead shall be placed on the masters column (column 2).~~

**4b.** Starting with the Fall 2022 semester, Newly hired adjuncts will be placed at their initial step using the same criteria as used for full-time faculty, as set forth in Article 8.3.6, with Step 5 being the highest step for initial placement. Article 8.9 does not apply.

**53.** Step Advancement

Adjunct faculty may advance no more than one step per 12-month contiguous period. After parity at 85% is reached, in order to advance one step, an instructional adjunct must serve within the District the equivalent of 18 instructional FLCs, which may be accrued indefinitely until step movement occurs, or four Spring and/or Fall semesters of service, whichever happens first. For the purposes of counting service credit for step movement, service in fall, spring and summer terms shall count. However, service in each term is not required to advance. Once the aggregate 18 FLCs is achieved, or four semesters whichever happens first, the adjunct faculty member is eligible to move one step in the next term (fall, spring or summer) that the member is hired. Once an adjunct faculty member advances, a new contiguous 12-month period starts.

**64.** On-going Step Advancement Implementation Process

Step advancement will be administered as follows: Each August 1, the District shall be responsible to review all adjuncts hired in the ensuing fall semester for step advancement eligibility. Any adjunct found to be eligible will be advanced one step, prospectively. There will be no retroactive step adjustments unless due to district error.

Faculty who believe that they will become eligible for step advancement in a spring or summer term, rather than the fall term, are responsible to provide notice to their Dean at least 90 calendar days before the start of the term in which the member believes they are eligible for advancement. Where such notice is provided, step advancement will be applied in the next term. The District is not responsible to advance members at any time other than the fall semester without prior notice from the faculty member of their eligibility. Step advancements will be implemented at the beginning of

1087 each term only, unless failure to advance a member is  
1088 due to District error.

1089  
1090 The District will send an announcement to the  
1091 instructional adjunct faculty three weeks before the  
1092 deadline reminding them of the deadline and the  
1093 requirements for step advancement in the Spring and  
1094 the Summer.

1095  
1096 **5. Timing**

1097  
1098 **The District will place every instructional adjunct**  
1099 **faculty on a step and column by February 28, 2022**  
1100 **in preparation for implementing the new schedules**  
1101 **starting in the Fall 2022.**  
1102

- 1103 D. The District acknowledges that parity is not an abstract concept, but a clear  
1104 goal that it is contractually obligated to achieve. To that end, the District  
1105 further acknowledges that parity cannot be achieved without the district  
1106 allocating funds to adjunct compensation over and above faculty raises. The  
1107 district therefore commits to dedicating additional funding for instructional  
1108 adjunct salary increases above and beyond salary increases for all faculty  
1109 until parity is achieved. **So long as the parties are operating under the**  
1110 **compensation formula in effect in 2019-2022, total compensation funds**  
1111 **shall not be unilaterally used by the district for parity.**  
1112
- 1113 E. The Parties will establish a joint study group to review possible transition to a  
1114 load-based, step and column compensation model for adjunct faculty. It is  
1115 understood that the study group does not engage in negotiations, but  
1116 functions to provide information that the parties may utilize in negotiations.  
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**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, 2017, the District will contribute up to the following amounts as appropriate towards PERS medical coverage premiums:~~

~~**Employee only:** \_\_\_\_\_ **\$ 789.00 per month**  
**Employee plus one dependent:** \_\_\_\_\_ **\$1,319.97 per**  
**month Employee plus two or more dependents:** **\$1,703.41 per**  
**month**~~

Effective January 1, ~~2018~~**2023**, the District will contribute up to the following amounts as appropriate towards PERS medical coverage premiums:

Employee only: **100% Kaiser Single Party \$825.00**  
Employee plus one dependent: **88% Kaiser Two-Party \$1,394.97**  
Employee plus two or more dependents: **88% Kaiser Family \$1,828.41**

**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 July and August deducted in equal installments from their February, March, April, May and June paychecks.

~~**9.2.2** **There shall be an increase in the medical caps set forth in Article 9.2 as follows effective 1/1/2020, 1/1/21 and 1/1/22 on a one-time basis, expiring at end of this contract:**~~

~~**Single: \$50.00 per**  
**month**  
**2 Party: \$50.00 per**  
**month Family: \$50.00**  
**per month**~~

**9.3 DISTRICT WILL PAY PREMIUM INCREASES FOR OTHER BENEFITS:** The District will pay the increased costs of dental insurance, life insurance, salary continuation insurance, and Medicare Part B.

**9.4 DENTAL INSURANCE:** The District will provide each eligible employee and eligible dependents with Delta Dental Plan (DDP) or the coverage provided by Private

1170 Medical-Care Inc. (PMI). The plans are described in detail in the benefits handbook  
1171 available in the Office of Human Resources. The maximum dental coverage in any  
1172 one calendar year shall be \$2000.  
1173

1174 **9.5 LIFE INSURANCE:** The District will provide each eligible employee with a term life  
1175 insurance policy covering the employee and eligible dependents. The life insurance  
1176 plan is described in detail in the benefits handbook available in the Office of Human  
1177 Resources. Effective March 1, 2001, the term life insurance coverage shall equal one  
1178 time the employee's annual base salary.  
1179

1180 **9.6 SALARY CONTINUATION INSURANCE:** The District will provide each eligible  
1181 employee with salary continuance insurance to cover disability after the employee's  
1182 sick leave balance has been exhausted. The salary continuance insurance plan is  
1183 described in detail in the benefits handbook available in the Office of Human  
1184 Resources. The maximum monthly benefit for unit members shall be \$5,000 per  
1185 month.  
1186

1187 **9.7 VISION INSURANCE:** The District will provide each eligible employee and eligible  
1188 dependents with Vision Service Plan (VSP) Plan C.  
1189

1190 **9.8 MEDICARE PART B COVERAGE:** The District will pay the premiums for Medicare  
1191 Part B coverage for an eligible retiree and/or a spouse/eligible domestic partner who  
1192 is over 65 years of age.  
1193

1194 **9.9 ELIGIBILITY RULES:** To be eligible for the benefits described in this Article in any  
1195 given semester or academic year, a full-time regular academic member of the unit  
1196 must be employed at more than sixty percent (60%) of full time. A full-time regular  
1197 academic employee may retain eligibility for the benefits described in this Article in  
1198 the case of mutually agreed upon reduction of assignment, provided that the reduced  
1199 assignment is at least fifty percent (50%) of full time.  
1200

1201 **9.10 ELIGIBLE DEPENDENTS/DOMESTIC PARTNERS:** Eligible dependents/domestic  
1202 partners are those specified in the contracts between the District and the insurance  
1203 carriers.  
1204

1205 9.10.1 The District agrees to include domestic partner benefits in the PERS Health  
1206 Plans offered by the District. The definition of domestic partner shall be that  
1207 used by PERS Health Plans. If the definition of a domestic partner used by  
1208 PERS changes, the District shall implement the change on the effective date  
1209 allowed by PERS. Domestic partners shall comply with all registration  
1210 requirements required by state law or PERS, and shall complete all  
1211 necessary declarations and statements of financial liability. Forms are  
1212 available in the Office of Human Resources.  
1213

1214 9.10.2 The District agrees to include domestic partner benefits in the dental and  
1215 vision plans offered by the District. In order to be considered a domestic  
1216 partner, the following criteria must be met:  
1217

1218 1. The two individuals are each other's sole domestic partner and intend  
1219 to remain so indefinitely.  
1220

1221 2. Neither individual is married to, or legally separated from anyone else



1222 nor has had another domestic partner within the prior six (6) months  
1223 (unless the relationship terminated due to death).

1224  
1225 3. Both individuals are at least eighteen (18) years of age and mentally  
1226 competent to consent to contract.

1227  
1228 4. Neither individual is related by blood to a degree of closeness that  
1229 would prohibit legal marriage in the state in which the individuals  
1230 reside.

1231  
1232 5. The individuals co-habit and reside together in the same residence  
1233 and intend to do so indefinitely. The individuals have resided in the  
1234 same household for at least six (6) months.

1235  
1236 6. The individuals are not in the relationship solely for the purpose of  
1237 obtaining benefits coverage.

1238  
1239 7. The individuals have engaged in a committed relationship of mutual  
1240 caring and support and are jointly responsible for each other's  
1241 common welfare and living expenses. The individuals  
1242 interdependence is demonstrated by at least two (2) of the following:

- 1243 • Proof of domestic partnership from the California  
1244 Secretary of State (required for domestic partnership  
1245 medical coverage under the Public Employees'  
1246 Retirement System).
- 1247 • Common ownership of real property (joint deed or  
1248 mortgage agreement) or a common leasehold  
1249 interest in property.
- 1250 • Common ownership of a motor vehicle.
- 1251 • Driver's license listing a common address.
- 1252 • Proof of joint bank accounts or credit accounts.
- 1253 • Proof of designation as the primary beneficiary for  
1254 life insurance or retirement, benefits, or primary  
1255 beneficiary designation under a partner's will.
- 1256 • Assignment of a durable property power of  
1257 attorney or health care power of attorney.

1258  
1259 9.10.3 Dependent children of domestic partners are eligible for coverage if they have  
1260 been legally adopted by the District employee and are unmarried, primarily  
1261 dependent on the employee for support, and meet the age, school, and all  
1262 eligibility requirements of the various medical, dental and visions plans.

1263  
1264 **9.11 SURVIVOR BENEFITS:** If a member of the unit meets the eligibility requirement for  
1265 retiree medical benefits specified in Section 10.1 and dies before retirement, medical  
1266 and dental benefits will be provided by the District for the unmarried surviving  
1267 spouse/domestic partner as provided for the unmarried surviving spouse/domestic  
1268 partner of an eligible retiree in Section 10.1.

1269  
1270 **9.12 MEDICAL BENEFITS FOR PART-TIME FACULTY:**

1271  
1272 [See Attached Part-Time Health Care MOU.](#)

1273

1274 As of Fall Semester 2015, the District will provide up to \$1000.00 per period  
1275 and increased subsequently, if State funding fully covers the increased cost of  
1276 providing this stipend for reimbursement of employee incurred health benefit  
1277 costs to all part-time employees who are employed in the District at 40% or  
1278 more of a full-time load (6/15 FLC) and complete a 40% load. The  
1279 reimbursement will be paid for the periods July through December and  
1280 January through June.

1281  
1282 9.12.1 The stipend shall be used to reimburse part-time faculty who qualify for  
1283 reimbursement under these provisions for premium costs only from  
1284 enrollment in any HMO, PPO, or indemnity health plan licensed and  
1285 registered by either the California Department of Insurance or the  
1286 California Department of Corporations.

1287  
1288 9.12.2 Employees wishing to be reimbursed for medical expenses under this  
1289 article must initiate the request on a District form. The employee must  
1290 furnish documentation (cancelled check, paid statement) showing that  
1291 the employee had been purchasing health insurance during the  
1292 instructional period for which the employee was otherwise not eligible for  
1293 reimbursement from any other source. This request is to be submitted  
1294 only to the division dean at the College where the employee receives  
1295 his/her paycheck. The division dean will forward the request to the Vice  
1296 Chancellor of Human Resources for approval and processing of the  
1297 reimbursement.

1298  
1299 9.12.2.1 The reimbursement request must be submitted as follows:

1300 a) the 15<sup>th</sup> of November for the period covering July 1<sup>st</sup> through  
1301 December 31<sup>st</sup>;

1302 b) the 15<sup>th</sup> of May for the period covering January 1<sup>st</sup> through June  
1303 30<sup>th</sup>;

1304  
1305 **9.13 IRC 125 PLAN:** The District will maintain a program that implements the Internal  
1306 Revenue Code Section 125 and provides for before tax employee contributions to  
1307 non-District covered health and dependent care costs.

1308  
1309 9.13.1 Part-time employees who are assigned at least one semester length course  
1310 may participate in this plan during that semester. The limit for earnings to be set  
1311 aside for an eligible part-time employee's medical benefits is \$400 per semester,  
1312 \$1,200 per year. The limit for earnings to be set aside for an eligible part-time  
1313 employee's dependent care benefits is \$1,666 per semester, \$5,000 per year. Part-  
1314 time employees will enroll separately for each semester of participation.

1315  
1316 **9.14** Affordable Care Act Requirements and the District's Right to Modify Benefits: Both  
1317 the AFT and the District have the right to reopen negotiations on the health  
1318 insurance provisions of this Agreement in the event the District is subject to a  
1319 penalty, tax, fine or increased costs as a result of requirements of the  
1320 Affordable Care Act.  
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**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 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 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.

- 1374 11.1.10 If an employee is granted an unpaid leave of absence for illness or injury  
1375 after all paid sick leave has expired, the District will continue benefits  
1376 specified in Article 9 for a period of five (5) months from the beginning of the  
1377 unpaid leave. Thereafter, during the unpaid leave, employees may continue  
1378 membership and group coverage by payment of premiums at their own  
1379 expense.  
1380
- 1381 11.1.11 Leave for an employee under quarantine will be handled the same as if the  
1382 employee were ill.  
1383
- 1384 11.1.12 Upon request, the District shall make available to each contract, regular,  
1385 and full-time temporary employee, and each part-time employee who is a  
1386 member of the unit, his/her accumulated sick leave balance and his/her sick  
1387 leave entitlement for the current academic year.  
1388

1389 **11.2 INDUSTRIAL ACCIDENT OR ILLNESS LEAVE:** Industrial accident or illness leave  
1390 will be provided as specified in this section.  
1391

- 1392 11.2.1 The accident or illness must have arisen out of and in the course of  
1393 employment, and must be accepted by the Worker's Compensation  
1394 administrator as a bona fide injury or illness.  
1395
- 1396 11.2.2 In any one fiscal year, allowable leave for each industrial accident or illness  
1397 will be limited to the number of days of temporary disability but shall not  
1398 exceed sixty (60) working days.  
1399
- 1400 11.2.3 Allowable leave under this section shall not be accumulated from year to  
1401 year.  
1402
- 1403 11.2.4 The leave under these rules and regulations will commence on the first day of  
1404 the absence.  
1405
- 1406 11.2.5 Industrial accident or illness leave will be reduced by one day for each day of  
1407 authorized absence regardless of any temporary disability indemnity award.  
1408
- 1409 11.2.6 Maximum salary during any one period will not exceed the normal salary rate.  
1410 An employee provided an award under Worker's Compensation will endorse  
1411 in favor of the District the daily wage award earned during the sixty (60)  
1412 working day period. The District in turn, will pay the absent employee his/her  
1413 full normal wage for each day of absence during the sixty (60) working day  
1414 period.  
1415
- 1416 11.2.7 If an accident or illness occurs at a time when the full sixty (60) days will  
1417 overlap into the next fiscal year, the employee is entitled to only that amount  
1418 remaining at the end of the fiscal year in which the injury or illness occurred,  
1419 for the same illness or injury.  
1420
- 1421 11.2.8 If an employee exhausts the sixty (60) working days of entitlement and is still  
1422 unable to return to duty, the employee will commence to use sick leave. The  
1423 daily wage award made under Worker's Compensation will continue to be  
1424 endorsed to the District. The District will pay the difference between the daily  
1425 Worker's Compensation award and the normal daily rate of pay. Accumulated

1426 or available sick leave, however, will be reduced only by that amount required  
1427 to provide a full day's wage when added to the Worker's Compensation  
1428 award for each day of absence.  
1429

1430 **11.3 FAMILY ILLNESS LEAVE:** An employee may use accrued sick leave to attend to a  
1431 child, parent, sister, brother, grandparent, grandchild, son-in-law, daughter-in-law,  
1432 mother-in-law, father-in-law, spouse/domestic partner, domestic partner's child,  
1433 domestic partner's parents, any person who has legally filled the role of a parent, or  
1434 a relative living in the immediate household of the employee who is ill. Such time will  
1435 be deducted from the employee's regular sick leave account. An absence affidavit  
1436 shall be signed by any person absent using Family Illness Leave and medical  
1437 verification may be required by management to make proper determination of  
1438 eligibility for benefits under this section.  
1439

1440 **11.4 BEREAVEMENT LEAVE:** Paid bereavement leave up to three (3) days per  
1441 occurrence, or five (5) days if out-of-state travel is involved, will be allowed for death  
1442 of the child, parent, sister, brother, grandparent, grandchild, son-in-law, daughter-in-  
1443 law, mother-in-law, father-in-law, spouse/domestic partner, domestic partner's child,  
1444 domestic partner's parents, any person who has legally filled the role of a parent, or  
1445 a relative living in the immediate household of the employee.  
1446

1447 11.4.1 Upon request of the employee, paid bereavement leave of two (2) days per  
1448 occurrence will be granted in the event of the death of a sister-in-law or  
1449 brother-in-law, and such leave will be deducted from the employee's regular  
1450 sick leave account.  
1451

1452 11.4.2 An employee may use their sick leave for any relative not covered by 11.4 or  
1453 11.4.1. This benefit permits an employee to use up to three (3) days for in-  
1454 state travel or up to five (5) days for out of state travel per occurrence.  
1455

1456 **11.5 PERSONAL NECESSITY LEAVE:** In case of personal necessity, a member of the  
1457 unit may draw on accumulated sick leave not to exceed seven (7) days in any fiscal  
1458 year for any one or any combination of the following purposes:  
1459

- 1460 1. Accident involving the employee's person or property or the person or  
1461 property of the employee's immediate family.
- 1462 2. Imminent danger to his/her home occasioned by an event such as flood or  
1463 fire, serious in nature, which under the circumstances the employee cannot  
1464 reasonably be expected to disregard, and which requires the attention of the  
1465 employee during his/her assigned hours of service.
- 1466 3. Additional days beyond the three (3) or five (5) granted in Section 11.4.
- 1467 4. Appearance in court or before an administrative tribunal as a litigant, party, or  
1468 witness under subpoena or official administrative order.
- 1469 5. Religious holidays on which the employee would otherwise be required to  
1470 work.
- 1471 6. Such other reasons as approved by the District.  
1472

1473 11.5.1 Personal necessity leave shall be limited to circumstances serious in nature  
1474 that the employee cannot reasonably be expected to disregard. Absences  
1475 pursuant to this leave provision normally necessitate the employee's  
1476 immediate physical presence elsewhere and involve matters that cannot be  
1477 accomplished at any other time.

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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: (EDUCATION CODE SECTION 87780.1)**

Unit members ~~The Board of Trustees~~ shall ~~be granted~~ maternity and/or child bonding ~~parental~~ leave ~~without pay~~ to members of the unit ~~who qualify~~ in accordance with the Family Medical Leave Act, the California Family Rights Act, and the District Policy on Leaves of Absence, as set forth below.

**11.9.1 Eligibility: Unit members whose initial date of hire is at least 12 months prior to taking parental leave are eligible. Unit members are not required to have worked a minimum of 1,250 hours in the 12 months prior to the leave in order to be eligible for paid parental leave.**

**11.9.2 Use: Parental leave must be taken within 12 months of the date of birth/placement of the child. The 12 workweeks do not have to be taken consecutively. The 12 weeks are workweeks, so if an employee is scheduled to work four days a week, they are entitled to 12 fourday weeks of leave.**

**11.9.3 Maximum Duration: Parental leave shall run concurrently with any Family Medical Leave taken for the same purpose. A unit member shall not be entitled to more than 12 workweeks of parental leave in any 12-month period, paid or unpaid.**

**11.9.4 Paid Leave:**

**11.9.4.1 Leave: A unit member employee may use his or her accrued sick leave, or when exhausted, any available differential paid leave, for leave taken for the reason of the birth of a child of the unit member employee or the placement of a child with an**

1530 employee in connection with the adoption or foster care of the  
1531 child by the employee.

1532  
1533 **11.9.4.2 Unit members are entitled to utilize all accumulated sick leave**  
1534 **for the purposes of parental leave. When an unit member has**  
1535 **exhausted all available sick leave, they shall receive the greater**  
1536 **of the following: (1) 50% of his or her regular salary during the**  
1537 **period of absence; or (2) the difference between what the**  
1538 **employee would have received during the period of absence,**  
1539 **and the amount that was actually received by a substitute**  
1540 **employee during his or her absence or, if no substitute is**  
1541 **employed, the amount that would have been paid to a**  
1542 **substitute employee according to the District salary schedule**  
1543 **for part time and temporary employees for the remaining**  
1544 **portion of the 12 workweek period of parental leave.**  
1545

1546 ~~Accumulated sick leave may be used for any period of time after the one~~  
1547 ~~month of paid leave that the employee must be absent from work as~~  
1548 ~~prescribed by the physician in accordance with the provisions of the Family~~  
1549 ~~Medical Leave Act and the California Family Rights Act.. Such leave shall run~~  
1550 ~~concurrently with sick leave, extended leave and any other leave granted~~  
1551 ~~under the provisions of this Agreement. As with other leave without pay, no~~  
1552 ~~sick leave benefits shall accrue to employees on an unpaid portion of~~  
1553 ~~maternity/child bonding leave.~~  
1554

1555 **11.10 PAID LEAVE FOR ATTENDING CONFERENCES, SPECIAL MEETINGS, ETC.:** An  
1556 employee may be granted a paid leave for the purpose of attending a conference or  
1557 special meeting, or engaging in other temporary assignment in the performance of  
1558 duties on the approval of the Chancellor or his/her designee.  
1559

1560 **11.11 OTHER LEAVE EITHER PAID OR UNPAID CAN BE REQUESTED:** A leave of  
1561 absence may be granted to an employee on a paid or unpaid basis upon the request  
1562 of the employee and the approval of the Board.  
1563

1564 **11.12 NO BREAK IN SERVICE FOR TAKING A LEAVE:** Absence under paid leave shall  
1565 not be considered a break in service and all benefits accruing under the provisions of  
1566 this Agreement shall continue to accrue under such absence. An unpaid leave shall  
1567 not be considered a break in service (for seniority purposes) but the individual shall  
1568 not accrue other benefits provided under the provisions of this contract during the  
1569 period of the leave.  
1570

1571 **11.13 PRIOR APPROVAL OF OTHER LEAVES:** Approval of absences other than for  
1572 leaves specified in this article must be obtained in advance from the designated  
1573 supervisor and will result in a reduction in salary of one day's pay for each full day of  
1574 absence.  
1575

1576 **11.14 FAMILY MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA FAMILY RIGHTS ACT**  
1577 **(CFRA) BENEFITS:** In accordance with the provisions of the Family Medical Leave  
1578 Act and the California Family Rights Act and the District Policy on Leaves of  
1579 Absence, family care leave will be applied concurrently with employee sick leave,  
1580 extended leave, industrial accident/injury leave and/or other applicable paid District  
1581 leaves.

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**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. 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 fifty (50) days per fiscal year.

11.15.6 If a faculty member is probationary at the time of taking a catastrophic illness leave, that faculty member's probationary status will resume upon return to work from catastrophic illness leave. Donated sick leave time is not counted towards attainment of regular status.

## **ARTICLE 12** **TRANSFERS AND REASSIGNMENTS**

**12.1 ASSIGNMENT OF EMPLOYEES:** Each member of the unit is assigned by Board action. Within Board authorization, the Chancellor 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:



- 1633 12.4.1 All unit members will be notified of the opening of full-time faculty positions at  
1634 each college in the District by notice via electronic mail or by posting the  
1635 notice in the vicinity of the faculty mailboxes.  
1636
- 1637 12.4.2 An instructor desiring to transfer to another college may submit a transfer  
1638 request to the division dean of the sending college.  
1639
- 1640 12.4.3 If the request is approved by the division dean, ~~he/she~~ **they** will then forward  
1641 it to the receiving college within ten (10) days of the request date.  
1642
- 1643 12.4.4 No transfer request shall be denied for reasons other than the one that the  
1644 transfer would cause actual harm to the educational program at the sending  
1645 college or the receiving college.  
1646
- 1647 12.4.5 If, during the academic year in which the request was submitted, a vacancy  
1648 occurs at the receiving college, the faculty member having requested transfer  
1649 will be considered before any new employee is recruited.  
1650
- 1651 12.4.6 When the receiving college has made its decision, the instructor will be  
1652 notified. Upon request, the instructor who is denied transfer will be provided  
1653 with written notification of the reason for the denial. **Nothing prevents a**  
1654 **faculty member denied a transfer from applying and being interviewing**  
1655 **for the opening.**  
1656

1657 **12.5 INVOLUNTARY TRANSFERS:** Involuntary transfers may be effected: (1) when an  
1658 employee must take a split-load assignment at two colleges in order to fill **his/her**  
1659 **their** full annual workload, or (2) to avoid a layoff under reduction-in-force  
1660 conditions, or (3) whenever an opening is declared at one college in a teaching  
1661 field in which there is an anticipated teacher surplus at another college, and no one  
1662 has volunteered to transfer.

1663

1664 12.5.1 Regardless of the reason for transfer, the procedures for involuntary  
1665 transfer will be put into effect in sufficient time for the transferring instructor  
1666 to be notified no later than four weeks prior to the beginning of the semester  
1667 in which the transfer will take place.  
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1669 12.5.2 The following procedures shall cover required split load assignments:  
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1671 12.5.2.1 When a split-load is required in order to complete an employee's  
1672 full annual workload, every effort will be made to restrict all classes  
1673 on any given day to one college only.  
1674

1675 12.5.2.2 The Board will reimburse the employee for any mileage from one  
1676 college to the other incurred as a result of a split-load assignment,  
1677 but will not reimburse the employee from home to the first  
1678 assignment of the day; nor for the trip home from the last  
1679 assignment of the day.  
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1681 12.5.2.3 The instructor will not be requested to serve on college committees  
1682 at more than one college during any semester.  
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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/their major assignment.

12.5.2.5 Extensions of involuntary split-load assignments from semester to semester will be avoided in every instance where possible.

12.5.2 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.

12.5.3 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:

12.5.3.1 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.

12.5.3.2 The division dean at the receiving college will select the one who is judged best qualified to fit the requirements of the receiving college.

12.5.3.3 All parties concerned will be promptly notified of the transfer decision.

12.5.4 An involuntarily transferred instructor may return to his/her/their sending college under the following circumstances:

12.5.4.1 Any instructor involuntarily transferred may return to the sending college, upon his/her/their request, after two years at the receiving college, provided that at least one FTE in his/her/their teaching field is currently being filled by part-time employees at his/her/their former college.

12.5.4.2 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/their request.

1736 12.6 REASSIGNMENT: A member of the unit may be assigned to perform a specified  
1737 service in a faculty service area (FSA) other than the faculty service area of his/her  
1738 principal current assignment only if the employee is either credentialed or meets  
1739 minimum qualifications or equivalency to perform the specified service as set  
1740 forth in Article 20 and satisfies any one of the criteria listed below:  
1741

1742 1. Holds a major or a Master's or Doctorate degree appropriate to the  
1743 specified service

1744  
1745 2. Performed the specified service in this District during the current  
1746 year

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1748 3. Performed the specified service in this District during at least four  
1749 semesters within the last seven years

1750  
1751 4. Has the specified service as a major on an applicable California  
1752 credential

1753  
1754 5. Performed the specified service as his/her principal assignment at  
1755 the time he/she was granted tenure in this District.

1756  
1757 12.6.1 Whenever possible, voluntary reassignment will be arranged in preference  
1758 to involuntary reassignment.  
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1761  
1762 **ARTICLE 13**  
1763 **PROFESSIONAL DEVELOPMENT PROGRAM**  
1764

1765 **13.1 PURPOSE:** There shall be an Academic Employee Professional Development  
1766 Program to provide opportunities for the individual professional development of  
1767 regular academic employees for the purpose of maintaining and enhancing the  
1768 excellence of the educational programs of the District. The main thrust of this  
1769 program is to update, retrain, and extend the expertise of faculty to meet the current  
1770 and future needs of our students in accordance with college priorities.  
1771

1772 **13.2 OPTIONS:** The leave options available through the Professional Development  
1773 Program include the following:  
1774

- 1775 1. conference/professional meeting attendance;  
1776 2. short-term projects defined as activities of three (3) weeks or less;  
1777 3. long-term projects defined as activities of more than three (3) weeks up to a  
1778 full semester; and  
1779 4. extended leaves defined as full release from regular duties for an academic  
1780 year.  
1781

1782 Long term projects and extended leaves are intended to provide full release from  
1783 regular duties and enable unit members to respond to changing educational  
1784 conditions and to engage in substantive professional growth projects. These  
1785 professional development options allow time for advanced formal coursework,  
1786 independent study, work experience, programs of study and/or research and other  
1787 beneficial activities which do not fall under regular faculty responsibilities. Intellectual

1788 property created during an extended leave or a long-term project is the property of  
1789 the faculty member unless other specific agreements have been made with the  
1790 District.

1791  
1792 **13.3 LEVEL OF FUNDING FOR PROGRAM:** The level of funding will be one percent (1%) of  
1793 the District budget for regular academic and third- and fourth-year tenure track academic  
1794 employees of the unit.

1795  
1796 13.3.1 District funds will be allocated to the three colleges in amounts corresponding  
1797 to the ratio of the numbers of regular academic and third- and fourth-year  
1798 tenure track academic employees at each college.

1799  
1800 13.3.2 The college budget will be augmented by these amounts, categorically  
1801 funded for this purpose.

1802  
1803 13.3.3 All projects funded for the following fiscal year must carry over committed  
1804 monies from the current fiscal year.

1805  
1806 13.3.4 Ending balance funds in a fiscal year can be carried over to the next fiscal  
1807 year. This fund carryover will not reduce the following year's allocation for  
1808 that college.

1809  
1810 **13.4 COMPENSATION:** All participants will receive their regular pay and fringe benefits  
1811 for leaves up to a full semester. For projects with full release from regular duties for  
1812 an academic year, participants will receive all fringe benefits and eighty percent  
1813 (80%) of their regular pay.

1814  
1815 13.4.1 Participants on extended leaves may use previously banked time to bring  
1816 their compensation up to 100% during a leave.

1817  
1818 13.4.2 Overload pay or reassigned time activities shall not be used to bring  
1819 compensation up to 100% while participants are on an extended leave.

1820  
1821 **13.5 DISTRICT'S SUPPORT:** The following are allowable costs.

1822  
1823 **13.5.1 PERSONNEL:** Necessary instructor replacement costs.

1824  
1825 **13.5.2 REGISTRATION FEES:** Reimbursement of registration fees to attend  
1826 conferences, workshops, seminars, or other projects as approved by the  
1827 Professional Development Committee.

1828  
1829 **13.5.3: OTHER:** Course enrollment fees/tuition and/or travel/lodging costs may be  
1830 reimbursed at the discretion of each college's Professional Development  
1831 Committee.

1832  
1833 **13.6 COSTS TO THE EMPLOYEE:** All expenses not listed on section 13.5 above  
1834 will be borne by the participant

1835  
1836 **13.7 REPLACEMENT:** Part-time faculty will be used as a replacement for a unit  
1837 member participating in any approved Professional Development project Part-  
1838 time faculty may have an assignment up to 67% of a full-time load as a long  
1839 term project or an extended leave replacement. If the District opts to replace a

1840 program participant with a full-time leave replacement, the costs to the  
1841 Professional Development Program will be calculated as if the participant had  
1842 been replaced with part-time hourly faculty.

1843  
1844 **13.8 TYPES OF ACTIVITIES FOR SHORT- AND LONG-TERM PROJECTS:** The  
1845 activities may be completed at a college, university, or in any other appropriate  
1846 environment. The activities will be of the following four types, and must result in  
1847 demonstrable benefit to the students of the District:

- 1848
- 1849 1. Participation in workshops, colloquia, seminars, or training sessions.
  - 1850
  - 1851 2. Retraining—acquiring new skills to be used in new areas and/or in  
1852 improving and updating existing skills.
  - 1853
  - 1854 3. Advanced study—engaging in systematic graduate studies and/or  
1855 activities directly related to identified college priorities.
  - 1856
  - 1857 4. Research—engaging in a variety of activities such as original work in  
1858 one’s field of expertise, extensive reading and summarizing of  
1859 knowledge in a specific area, perfecting techniques and processes  
1860 applicable to one’s assignment.

1861  
1862 **13.9 TYPES OF ACTIVITIES FOR LONG-TERM PROJECTS AND EXTENDED**  
1863 **LEAVES:** For leaves of a full semester or an academic year, activities will be  
1864 considered according to one or more of the following categories, all categories being  
1865 considered equally:

- 1866 a. Retraining of applicant to allow for future new assignment in a needed area;
- 1867 b. Study, project or activity that provides an applicant with opportunities to  
1868 upgrade skills and knowledge for current or future assignments;
- 1869 c. Study, project or activity for the improvement of curriculum,  
1870 educational delivery, student personnel services or other support  
1871 services;
- 1872 d. Study, project or activity for development or revision of certificate or degree  
1873 program;
- 1874 e. Study, project or activity related to feasibility or revision of new or existing  
1875 programs.

1876  
1877 **Employees will not be paid for tuition reimbursement except as indicated in 13.9 a-**  
1878 **e above, nor for tuition for coursework that results in faculty moving to a higher**  
1879 **column in the salary schedule.**

1880  
1881 **13.10 ELIGIBILITY**

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1883 **13.10.1i.** Regular and third- and fourth-year tenure track academic employees are  
1884 eligible for short- and long-term projects with no restriction on the frequency of  
1885 participation.

1886  
1887 **13.10.2ii.** All regular academic employees who have completed six (6) years of  
1888 continuous paid service with the District directly preceding the term of the  
1889 requested leave are eligible for extended leaves. District authorized paid  
1890 leaves will not constitute a break in service.

1891

1892 **13.10.3iii.** Part-time faculty shall be eligible to apply for and participate in short-term or  
1893 long-term Professional Development activities, but may only take a short-term  
1894 leave.  
1895

1896 **13.11 SELECTION PROCESS:** The Professional Development Committee on each  
1897 campus shall consist of three AFT appointed faculty members, one Academic  
1898 Senate appointed representative and two administrators.  
1899

1900 13.11.1 The Chairperson will be a faculty member chosen by the Committee.  
1901 Each member has one vote.  
1902

1903 13.11.2 A majority (four votes **with the exception of the situation described below**) is  
1904 required to **select a leave request for grant approval for a professional**  
1905 **development application.**  
1906

1907 **Members of the Professional Development Committee who apply for long-**  
1908 **term professional development or sabbaticals, shall recuse themselves**  
1909 **from all deliberation and votes on all long-term funding and sabbatical**  
1910 **applications for the given semester. In the case that a member of the**  
1911 **committee recuses themselves, three votes shall be sufficient to grant**  
1912 **approval for a professional development application.**  
1913

1914 13.11.3 The Committee will screen the preliminary proposals. Faculty members  
1915 whose preliminary proposals are acceptable may be requested to submit  
1916 detailed proposals for final approval.  
1917

1918 13.11.4 The Committee will submit a prioritized list of projects to the President of  
1919 the college who will be responsible for granting final approval after  
1920 consultation with the appropriate Dean. Such approval shall be granted or  
1921 denied within 15 school days of receipt after all of the project  
1922 documentation has been submitted.  
1923

1924 13.11.5 Selection for extended leaves will be governed by a) potential of future  
1925 service to the District and students; b) relative merits of application; and  
1926 c) seniority.  
1927

1928 13.11.6 Applicants whose requests have been denied by the Committee shall be  
1929 informed, in writing, of the reasons for denial.  
1930

1931 13.11.7 It is the intent of this program to fund a reasonable mix of short and long-  
1932 term projects as well as extended leaves.  
1933

1934 **13.12 APPLICATION PROCEDURES FOR SHORT-TERM PROJECTS:** Eligible faculty  
1935 initiate the selection process by submitting a proposal to the Professional  
1936 Development committee. The proposal will include: a) an estimated budget; b) a  
1937 plan for replacement of the faculty member (if necessary); c) a brief statement of  
1938 purpose; and d) a plan for sharing the results of the activity.  
1939

1940 **13.13 APPLICATION PROCEDURES FOR LONG-TERM PROJECTS AND EXTENDED**  
1941 **LEAVES:** Eligible faculty must submit a proposal to the Professional Development  
1942 Committee by the mid-semester preceding the commencement of the project. Each  
1943 application must be accompanied by a) an outline of the planned project, program,

1944 activity or work experience including a statement of purpose and objectives; b) a  
1945 description of the activities involved; c) a plan for sharing or applying the result of  
1946 the activity; and d) an estimated budget and a plan for replacement of the faculty  
1947 member.

1948  
1949 **13.14 TIMELINES:**  
1950

1951 **13.14.1** Short projects may be submitted for approval throughout the semester,  
1952 **typically but no later than** thirty (30) days prior to the commencement of  
1953 the project.

1954  
1955 **13.14.2** Long-term projects and extended leaves will be submitted for review no  
1956 later than the mid- semester preceding the commencement of the project.  
1957

1958 **13.15 RETURN FROM LEAVES:** Within thirty (30) days after returning to regular duties,  
1959 each leave recipient will submit one or more of the following, providing evidence of  
1960 having met the objectives stated in the initial application. Documentation will be  
1961 submitted to the Professional Development Committee.

- 1962  
1963 1. A transcript of courses taken and grades earned;  
1964 2. A report on the educational benefits of project or activity undertaken;  
1965 3. A description of plans for application of new skills and knowledge to  
1966 teaching assignment and/or campus program;  
1967 4. Letter from an employer verifying work experience;  
1968 5. Samples of creative work, summary of research, and other evidence of  
1969 original work produced as a result of leave.  
1970

1971 The Professional Development Committee may request further evidence beyond  
1972 that which is submitted by the recipient; such evidence must be submitted within  
1973 two weeks of the Committee's request.  
1974

1975 **13.16 RETURN OBLIGATION:** Recipients of extended leaves for an academic year must  
1976 work for the District for two years after returning from such leave. Recipients of a  
1977 long-term leave for a full semester must work for the District for one year after  
1978 returning from such leave. If a faculty member fails to fulfill this return obligation,  
1979 the District has the right to recover the total cost of salary and benefits, unless  
1980 otherwise mutually agreed to between the District and faculty member.  
1981

1982 **13.17 PD COMMITTEE GUIDELINES:**  
1983

1984 **13.17.1 All communications regarding professional development applications**  
1985 **should involve all committee members (unless a member of the**  
1986 **professional development committee must recuse themselves because**  
1987 **they are an applicant). Application decisions involve all committee**  
1988 **members.**  
1989

1990 **13.17.2 In the spirit of parity and collaboration, the Professional Development**  
1991 **Committees should strive to meet annually in order to compare**  
1992 **successes and challenges the committees have experienced, such as**  
1993 **the use of rubrics, seeking new and more diverse applicants, and**  
1994 **recruiting new committee members.**  
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**13.17.3 The professional development committee shall develop a year-end published report, which will include the committee’s budget for the academic year and a breakdown of awards by division, discipline, and employment status (full-time vs. part-time).**

**13.18 Approval sequence**

**All Professional development applications follow the approval process below.**

- 1. Applicant submits application to division dean.**
- 2. Division dean inputs substitute information (if applicable).**
- 3. If the division dean approves the application, they shall forward the application to the chair of the Professional Development Committee.**
- 4. If the application is approved by the Professional Development Committee, it is forwarded to the Office of the President for final approval.**
- 5. The Office of the President will forward the decision of the president, or designee, to the applicant and the Professional Development Committee.**

**ARTICLE 19**  
**PART-TIME EMPLOYMENT**

**19.1 SENIORITY LISTS:** Each Division or similar unit that employs part-time employees will establish a seniority list based on the first **semester of paid** part-time employment at the specific college. **If a tie in seniority dates exists at the end of each Fall and Spring semester, the order of seniority for all new part-time employees at each division shall be determined by lot by the college president or designee and the AFT president or designee.**

19.1.1 Regular faculty who are assigned an overload will be included in the divisional-based part-time seniority list.

19.1.2 Seniority lists shall be updated with new names and start dates that are added to the lists. Copies of the list shall be made available to faculty who make such a request. In addition, a copy of the seniority lists shall be forwarded to Human Resources by the date of the fall and spring first census and copies shall be made available in the Division Office.

19.1.3 If a break in service exceeds three (3) semesters, then the person’s name is to be removed from the seniority list. If a part time faculty member requests, but is not given, an assignment, it will not constitute a break in service; however, if the faculty member is not given an assignment after requesting it for a period of six consecutive semesters, the person’s name will be removed from the seniority list.

**19.2 ASSIGNMENT AND RETENTION:** Among the factors considered in determining retention and all assignments, including additional assignments that become available, are seniority, as described in 19.1, relative experience/qualifications and program need.



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19.2.1 Factors included when giving due consideration to relative experience/qualifications include, but are not limited to:

- General teaching experience including other institutions, not just within the District;
- Related professional experience other than teaching;
- Skills and experience in specialized areas;
- Level of education/academic preparation; and
- Previous performance record (satisfactory or better) and adherence to District Rules and Regulations.

19.2.2 Program need includes, but is not limited to:

- Employee qualifications to carry out the assignment;
- Expertise and/or demonstrated practical experience in the specific requirements of the assignment;
- Employee ability to use and expose students to current information, technology and skills required in the assignment;
- Employee availability at needed time;
- Maintenance of an inclusive academic staff.

19.2.3 It is the responsibility of the part-time faculty member to provide information to management to be considered when determining retention and assignment.

19.2.4 When feasible, each College Division will make reasonable efforts to provide part-time faculty with the same or similar faculty load as in previous term, if the part-time faculty member has received two (2) consecutive satisfactory evaluations or has been given an assignment for six (6) semesters with no negative evaluations.

**19.2.4.1** In any instance in which seniority is not followed, the documented reason shall be provided to the faculty member, and AFT, at least fifteen (15) working days prior to the first day of assignment, if the faculty member requests such documentation within ten (10) working days of receipt of the assignment.

19.2.5 If a reduction in assignment is required, the appropriate administrator will discuss the reasons for the reduction with the part-time faculty member. If requested by the affected part-time faculty member, the appropriate administrator will provide written confirmation of such reduction including the specific reason(s) for the reduction to the part-time faculty member.

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

2100 9.2.7 The appropriate administrator will provide all part-time faculty a document  
2101 to request assignments and loads for each subsequent semester prior to  
2102 finalization of the class schedule. When feasible, part time faculty  
2103 members will be notified of their proposed assignments at least fifteen (15)  
2104 working days prior to the beginning of that assignment. If the assignment  
2105 and load request is denied, the faculty member may submit a written  
2106 request to appropriate administrator who shall provide in writing the  
2107 reasons for the denial.  
2108

2109 19.2.8 A part-time teaching faculty member whose assignment is reduced (e.g.,  
2110 class canceled due to financial exigency or low enrollment) within three  
2111 weeks (fifteen working days) prior to the beginning of that assignment  
2112 may not claim seniority as a reason to be reassigned in place of a less  
2113 senior part-time faculty member provided that the less senior part-time  
2114 faculty member had already been given an assignment prior to the three  
2115 week period. However, seniority remains a factor to be considered  
2116 whenever new or un-staffed assignments become available. A part-time  
2117 faculty member whose assignment is reduced under this section will not  
2118 lose his/her seniority or accumulated sick leave.  
2119

2120 19.2.9 As provided in 19.2, 19.2.4, 19.2.6 and 19.2.8, when-if additional classes  
2121 are or become available at any time, after all the criteria for determining  
2122 assignments that are defined in 19.2.1 and 19.2.2 have been met, classes  
2123 will be offered to the most senior part-time faculty members until their  
2124 faculty load request is met (not to exceed 67% of full time or as prescribed  
2125 by law.)  
2126

2127 **19.3 BUYING INTO ANY DISTRICT HEALTH PLAN:** Part-time faculty who meet the  
2128 basic eligibility requirements, and who are not otherwise already covered by the  
2129 District's health benefit plan, shall have the right to buy into any of the District's  
2130 Health Plans.  
2131

2132 **19.4 BUMPING BY FULL-TIME EMPLOYEE:** Bumping of a part-time instructor by a full-  
2133 time instructor shall have no effect on seniority or accumulated sick leave.  
2134

2135 **19.5 EVALUATIONS CAN BE SUBMITTED FOR FULL-TIME OPENING:** Results of  
2136 evaluations of part-time faculty may be submitted as part of an application for a  
2137 full-time position.  
2138

2139 **19.6 OFFICE HOURS:** Part-time faculty will be compensated for office hours. Payment  
2140 for office hours during Fall and Spring semesters shall be based on one (1) office  
2141 hour for every three (3) FLCs taught times 17.5 weeks for all classes that are 17.5  
2142 weeks or less and times the actual class weeks for classes in excess of 17.5  
2143 weeks. The formula used by Payroll for the monthly pay will be the hours worked  
2144 for this course this month divided by the total number of contact hours for this  
2145 course times the FLC for this course divided by three (3) times (the number of  
2146 weeks the course meets or seventeen and one half (17.5%), whichever is greater)  
2147

2148 Monthly office hours = Hrs worked/(total contact hrs) \* (FLC/3) \* (total weeks for  
2149 the course)  
2150

2151 For part time faculty who have been assigned office space, the syllabi should reflect

2152 actual office hour availability to meet with students. For part-timers without assigned  
2153 office space, the syllabi should indicate how and when students can reach them for  
2154 assistance by providing e-mail and phone contact information.  
2155

2156 San Mateo County Community  
2157 College District

San Mateo Federation of Teachers, Local 1493,  
AFT, AFL-CIO

2158   
2159 Randy Erickson (Oct 24, 2023 22:31 PDT)

Joaquin J. Rivera  
Joaquin J. Rivera (Oct 25, 2023 16:42 PDT)

2160 \_\_\_\_\_  
2161 *Julie Johnson*

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