

BOARD REPORT NO. 12-9-3A

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: Harry W. Joel, Vice Chancellor, Human Resources & Employee Relations,
358-6767

**RATIFICATION OF RENEWED COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE DISTRICT AND THE AMERICAN FEDERATION OF TEACHERS (AFT), LOCAL 1493**

Negotiations on a renewed collective bargaining agreement were concluded with AFT, Local 1493 on June 22, 2012, and an Agreement was ratified by AFT membership on August 17, 2012. The Agreement (see attached) is now submitted to the Board of Trustees for approval.

RECOMMENDATION

It is recommended that the Board of Trustees accept and approve the attached agreement between the District and the American Federation of Teachers (AFT), Local 1493.

Tentative Agreement 4 6/22/12 4:00 p.m.

- a. Increase by 2.0% all cells of the full-time salary schedule and OL effective August 16, 2012:**
- b. Increase by 3.0% the AFT Adjunct Faculty salary schedules (HI & AJ) effective August 16, 2012:**
- c. Increase medical cap by \$50 per month effective January 1, 2013.**
- d. Increase medical stipend for part-timers from \$450 each six months to \$500 each six months effective 7/1/12.**
- e. Add one step of 2.0% increase to the Adjunct Salary Schedule (Instruct, Lab and Special):**
- f. Increase by 1.0% each of the following grades effective August 16, 2012:**

Grade 1, Steps 18-23

Grade 2, Steps 18-23

Grade 3, Steps 18-23

Grade 4, Steps 18-23

Grade 5, Steps 18-23

This proposal includes all proposals agreed to on the 7/1/2011 Tentative Agreement attached excluding Articles 8 and 23. All other proposals withdrawn. The term of this proposal is from 7/1/2012 through 6/30/2015 with wage and benefits re-openers in 2013/14 and 2014/15 and each party may bring up to 2 non-economic re-openers in 2013/14 and 2014/15.

8.14 Large Class Pay

A large class for the purpose of additional compensation is defined as having 70 or more students enrolled at census.

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

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

Assignment to teach a large class is voluntary.

Additional compensation is at the special rate of pay and does not affect the FLC for the course. The compensation is consideration for the extra time needed for required paperwork. This shall remain in effect until June 30, 2015.

Additional weekly compensation for large classes:

70-94 students - 3 hours
95-119 students - 4 hours
120-144 students - 5 hours
145 or more students - 6 hours

- 10.3** **POST-RETIREMENT EMPLOYMENT PLAN:** Subject to the approval of the Board of Trustees and the recommendation of the responsible administrator, a member of the unit who is retired from service may be employed by the District in an academic position subject to the following conditions:
- 10.3.1** A member of the unit who retires can request an assignment for a minimum of one semester up to six semesters during which the retiree would provide professional services for a maximum of 9 FLCs per academic year. Members initially approved for less than six semesters may request additional assignments in the subsequent two (2) years, up to the total of six semesters. The faculty member and the responsible administrator will sign a contract stipulating to the duration of the post retirement contract. The rate of compensation shall be increased to \$2,888 per FLC effective August 20, 2007, and will increase by any percentage of negotiated salary increase during each year of this agreement. In no case shall the rate of compensation for 9 FLCs or less per academic year exceed the maximum earnings limitation imposed by the State Teachers Retirement System (STRS).
- 10.3.2** The assignment would be in the retiree's areas of expertise and would take into account the retiree's desires and the District's needs.
- 10.3.3** The Division's Peer Review Committee will conduct student evaluations in each of the post-retiree's classes during the first year of post-retirement service, unless the post-retiree was evaluated during his/her last year of regular service. The committee will assess instructional performance based on the results of the student evaluations. The District may undertake disciplinary or non-renewal procedures independent of the evaluation process for one or more of the grounds set forth in Section 87732 of the Education Code. The post-retiree will have a hearing before the Chancellor or designee. At the hearing, the District must present evidence of the unsatisfactory performance or behavior and the post-retiree shall have the right to present any evidence to refute the allegations. The Chancellor or designee will render a decision in writing. If the post-retiree disagrees with this decision, he/she has the right to appeal it to the Board. If requested by the post-retiree, AFT shall have the right to represent the post-retiree in the hearing process with the Chancellor and/or Board.
- 10.3.4** Post-retirement faculty are entitled to the same leaves as provided to part-time hourly employees. Leave is earned for each semester worked. Such leaves will accumulate only for the maximum six-semester period of post-retirement employment, will not be forwarded to the State Teachers Retirement System (STRS), and have no monetary value.
- 10.3.5** The retired employee may be reemployed if able to pass a physical examination prescribed by STRS.
- 10.3.6** Unless mutually agreed to by the District and the retiree, the option not to accept an assignment as specified in Section 10.3.1 would constitute, for the employee, a termination of the program specified in Section 10.3.
- 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 accumulated 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 accumulated sick leave bank.

ARTICLE 13: PROFESSIONAL DEVELOPMENT PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

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

13.5.1 PERSONNEL: Necessary instructor replacement costs.

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

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

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

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

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

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

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

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

13.10 ELIGIBILITY

1. Regular and third- and fourth-year tenure track academic employees are eligible for short- and long-term projects with no restriction on the frequency of participation.

2. All regular academic employees who have completed six (6) years of continuous paid service with the District directly preceding the term of the requested leave are eligible for extended leaves. District authorized paid leaves will not constitute a break in service.
3. Part-time faculty shall be eligible to apply for and participate in short-term Professional Development activities.

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

- 13.11.1** The Chairperson will be a faculty member chosen by the Committee. Each member has one vote.
- 13.11.2** A majority (four votes) is required to select a leave request for approval.
- 13.11.3** The Committee will screen the preliminary proposals. Faculty members whose preliminary proposals are acceptable may be requested to submit detailed proposals for final approval.
- 13.11.4** The Committee will submit a prioritized list of projects to the President of the college who will be responsible for granting final approval after consultation with the appropriate Dean.
- 13.11.5** Selection for extended leaves will be governed by a) potential of future service to the District and students; b) relative merits of application; and c) seniority.
- 13.11.6** Applicants whose requests have been denied by the Committee shall be informed, in writing, of the reasons for denial.
- 13.11.7** It is the intent of this program to fund a reasonable mix of short and long-term projects as well as extended leaves.

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

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

13.14 TIMELINES:

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

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

1. A transcript of courses taken and grades earned;
2. A report on the educational benefits of project or activity undertaken;

3. A description of plans for application of new skills and knowledge to teaching assignment and/or campus program;
4. Letter from an employer verifying work experience;
5. Samples of creative work, summary of research, and other evidence of original work produced as a result of leave.

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

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

ARTICLE 14: LAYOFFS

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

ARTICLE 19: PART-TIME EMPLOYMENT

19.1 SENIORITY LISTS: Each Division or similar unit that employs part-time employees will establish a seniority list based on the first part-time employment at the specific college.

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

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

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

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

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

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

19.2.2 Program need includes, but is not limited to:

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

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

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

- 19.2.5** If a reduction in assignment is required, the appropriate administrator will discuss the reasons for the reduction with the part-time faculty member. If requested by the affected part-time faculty member, the appropriate administrator will provide written confirmation of such reduction including the specific reason(s) for the reduction to the part-time faculty member.
- 19.2.6** If, during any semester, there are more part-time faculty members than there are available assignments, and if all of the criteria for determining assignments that are defined in 19.2.1 and 19.2.2 above have been met to the satisfaction of the appropriate administrator then the remaining available assignments shall be offered to those part-time faculty members who are most senior according to the Seniority Lists as described in 19.1, with the most senior part-timers being offered at least the same faculty load as in the previous term before a part-time faculty member with less seniority is offered an assignment.
- 19.2.7** The appropriate administrator will provide all part-time faculty a document to request assignments and loads for each subsequent semester prior to finalization of the class schedule. When feasible, part time faculty members will be notified of their proposed assignments at least ten (10) working days prior to the beginning of that assignment. If the assignment and load request is denied, the faculty member may submit a written request to appropriate administrator who shall provide in writing the reasons for the denial.
- 19.2.8** A part-time teaching faculty member whose assignment is reduced (e.g. class canceled due to financial exigency or low enrollment) within three weeks (fifteen working days) prior to the beginning of that assignment may not claim seniority as a reason to be reassigned in place of a less senior part-time faculty member provided that the less senior part-time faculty member had already been given an assignment prior to the three week period. However, seniority remains a factor to be considered whenever new *or* un-staffed assignments become available. A part-time faculty member whose assignment is reduced under this section will not lose his/her seniority or accumulated sick leave.
- 19.2.9** As provided in 19.2, 19.2.4, 19.2.6, and 19.2.8, when additional classes become available, after all the criteria for determining assignments that are defined in 19.2.1 and 19.2.2 have been met, classes will be offered to the most senior part-time faculty members until their faculty load request is met (not to exceed 67% of full time or as prescribed by law).
- 19.3** **BUYING INTO KAISER HEALTH PLAN:** Part-time faculty who meet the basic eligibility requirements, and who are not otherwise already covered by the District's health benefit plan, shall have the right to buy into the District's Kaiser Foundation Health Plan.
- 19.4** **BUMPING BY FULL-TIME EMPLOYEE:** Bumping of a part-time instructor by a full-time instructor shall have no effect on seniority or accumulated sick leave.
- 19.5** **EVALUATIONS CAN BE SUBMITTED FOR FULL-TIME OPENING:** Results of evaluations of part-time faculty may be submitted as part of an application for a full-time position.
- 19.6** **Office Hours:** Part-time faculty will be compensated for office hours. Payment for office hours during Fall and Spring semesters shall be based on one (1) office hour for every three (3) FLCs taught times 17.5 weeks for all classes that are 17.5 weeks or less and times the actual class weeks for classes in excess of 17.5 weeks. The formula used by Payroll for the monthly pay will

be the hours worked for this course this month divided by the total number of contact hours for this course times the FLC for this course divided by three (3) times (the number of weeks the course meets or seventeen and one half (17.5%), whichever is greater)

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

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