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# ARTICLE 1

## RECOGNITION

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- 1.1 **RECOGNITION AS EXCLUSIVE REPRESENTATIVE:** The Governing Board of the Contra Costa Community College District, hereinafter referred to as the "Board," recognizes the United Faculty of the Contra Costa Community College District, hereinafter referred to as the "United Faculty," as the sole and exclusive bargaining representative for all academic employee faculty members, excluding the Chancellor, Vice Chancellors, District Office Personnel, Presidents, Deans, Associate Deans, Vice Presidents, Directors, Assistant Deans, Academic/Student Services Program Managers, Division Chairpersons, Assistant to the President, and all other management, supervisory, confidential, and classified employees. Newly created positions will be added to the unit by mutual agreement. When mutual agreement cannot be reached, PERB procedures will be used.
- 1.2 **UNION RECOGNIZES BOARD AS ELECTED REPRESENTATIVES:** The United Faculty recognizes the Board as the duly-elected representative of the people and agrees to negotiate only with the Board representatives officially designated by the Board to act in its behalf. The United Faculty further agrees that it will not attempt to negotiate privately with the Board or any Board member.
- 1.3 **DEFINITIONS:**
- 1.3.1 The terms, "faculty member," "teacher," "instructor" and "member," shall refer to any member of the bargaining unit. The term, "management," shall refer to individual or collective management employees as defined in Chapter 10.7 of the Government Code of the State of California. The term, "instructional unit," shall refer to the unit specified as represented by the United Faculty.
- 1.3.2 The term "department" where used within the contract shall be read to include the designation "non-departmentalized faculty group."

## ARTICLE 2

### EFFECT OF AGREEMENT

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- 2.1 **COMPLETE AGREEMENT:** This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified, only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 2.2 **CONTRACT SHALL PREVAIL OVER PRACTICES:** It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law.

## ARTICLE 3

### BOARD-UNITED FACULTY RELATIONS

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- 3.1 **NO POLICY IN CONFLICT WITH CONTRACT:** The Board shall not adopt or allow to be adopted any Board Policy, Administrative Procedures or any other rule or regulation which is in conflict with this Agreement. If any existing Board Policy, Administrative Procedure, or other rule or regulation conflicts with this Agreement, this Agreement shall govern.
- 3.2 **MODIFICATIONS TO BOARD/ADMINISTRATIVE POLICIES:** Existing written Board Policies and Administrative Procedures that are not covered in the contract but are within the scope of bargaining will not be changed without giving the United Faculty 30 days notice for analysis and comment, and the opportunity to negotiate.
- 3.3 **POLICY CHANGES AND UF RIGHT TO REVIEW:** All proposed new Board Policies, Administrative Procedures or other rules or regulations within the scope of bargaining of the District or any of its sub-units shall be forwarded to the United Faculty at least thirty (30) work days before adoption for analysis, consideration and comment.
- 3.3.1 **Impact of Managers Returning to Classroom:** In the event that managers are placed voluntarily or involuntarily into the classroom, the District agrees to negotiate the impact of that placement with the United Faculty.
- 3.4 **RELEASED TIME FOR UNITED FACULTY OFFICERS:** The District will pay for 2 FTE of United Faculty release time; United Faculty is limited to a maximum of 4.5 FTE release time (this figure includes the 2 FTE release time provided by the District). If any release time, including United Faculty release time, results in the faculty member's semester load exceeding 1.0, the faculty member shall be allowed to "bank" the amount in excess of 1.0 and utilize it according to 7.11.
- 3.4.1 Such 4.5 FTE released time shall be calculated based on the District load policy.
- 3.4.2 All such released time shall be reimbursed to the District by the United Faculty. The replacement cost for released time for United Faculty will be calculated based on the District-wide mean salary rate per hour for temporary (part-time) instructors.
- 3.4.2.1 The District and United Faculty agree that a fifteen (15) hour per week faculty load will be used when computing United Faculty's release time billing.
- 3.4.3 The District agrees to grant to the United Faculty Executive Committee and four (4) grievance officers released time for attendance at conferences and seminars pertaining to labor relations activities. No District payment shall be made for travel, rooms, meals or related expenses.
- 3.4.3.1 Such released time shall be requested, wherever possible, two (2) weeks or more in advance of such conference or seminar.

3.4.3.2 Such released time cumulatively shall not exceed two (2) FTE during any fiscal year, and no one member shall exceed one-fifth (1/5) FTE.

3.4.3.3 All such released time shall be reimbursed to the District by United Faculty as in Article 3.4.2.

3.5 **RELEASE TIME FOR NEGOTIATIONS:** A reasonable number, not exceeding seven (7) members of the Bargaining Committee, shall be released from their regular work duties (whether regular, part-time, night-time, or summer classes) with pay, when negotiation meetings with management are scheduled during working hours of the employees involved. Normally, negotiations will take place after 2:00 p.m.

3.5.1 **Grievance Committee:** A reasonable number, not exceeding five (5) members of the Grievance Committee, shall be released from their regular work duties (whether regular, part-time, night-time, or summer classes) with pay, when assisting members in grievance resolution meetings which are scheduled with management during the working hours of the Grievance Committee member involved. No more than one member of the college Grievance Committee may be released at any given time. This does not include the United Faculty president or vice-presidents.

3.6 **DOCUMENTS PROVIDED TO THE UNION:** The Board shall provide the United Faculty the following documents on a regular basis at no cost to the United Faculty. Special issues, updating, modifications, corrections, shall be provided at the same time distribution is made to management employees.

3.6.1 Five (5) copies each of:

- Directory of District Personnel
- Governing Board agenda packets and minutes excluding confidential materials

3.6.2 Four (4) copies each of:

- Board Policy and Administrative Procedure books
- Budgets, tentative, official, and line item for District and all Colleges

3.6.3 One (1) copy each (or the equivalent) of:

- Audio tapes of public sessions of regular and special Board meetings which are taped
- All general enrollment data
- UM-05 Faculty Load
- UM-06
- UM-15 Reassigned Time
- UM-18 Program Review
- UM-31 Program Review
- UM-37 ADA/FTE
- UM-42 Cost-ADA
- ES-24 Personnel Budget Projection Report
- UM-12
- UM-20

- UM-44
- ES-65
- ES-35 Annual report plus April and November report
- Annual Five (5) Year Construction Plans report
- Annual Deferred Maintenance Plan report
- Annual Audit Report

3.6.4 The District shall provide the United Faculty with any document available to the public, for example CCFS-311. The United Faculty shall pay reasonable photocopying costs for documents.

3.7 **DUES:** The following provisions shall apply to dues for unit members.

3.7.1 **Part-Time Employees:** District agrees to deduct dues in uniform amounts from all temporary (part-time) members within the unit recognized who have signed an authorization card for such deductions in a form approved by the District. Such dues shall be transmitted to the treasurer of the United Faculty. The written authorization for dues deduction shall remain in full force and effect unless revoked as provided in such form, and shall automatically cease upon termination of employment.

3.7.2 **Agency Shop:** Each regular, Contract I, Contract II, Contract III, and regular part-time unit employee shall, as a condition of initial and continued employment with the District, become a member of the United Faculty or shall pay a service fee equal to the monthly dues of the United Faculty. This agency shop agreement shall continue for the life of this contract for all current eligible employees.

3.7.2.1 United Faculty agrees that it shall furnish a "Certification Form" to District, legally executed, certifying United Faculty membership dues or service charge. Such certification shall be furnished annually prior to June 10 or upon any change in such dues or service charges. The certification shall provide substantially the following:

I certify that the dues and service charge for employees eligible within the unit for Agency Shop dues and service charges requirements is \$\_\_\_\_\_ per \_\_\_\_\_.  
 Effective Date \_\_\_\_\_  
 Date of Certification \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Title \_\_\_\_\_

3.7.2.2 District shall, at the time an individual's employment commences or status changes to bring him/her into the eligible classes, furnish to each employee a written statement and an enrollment card which shall include substantially the following:

3.7.2.2.1 All regular, regular part-time, Contract I, Contract II, and Contract III employees within the unit shall, as a condition of initial and continued employment for the duration of the collective bargaining contract, do the following:

1. Become a member of the United Faculty of Contra Costa Community College District;

2. Not become a member of the United Faculty, but pay a service fee to the United Faculty;
3. If a religious objector, pay an amount equal to United Faculty dues for services to a nonreligious charitable fund.

3.7.2.2.2 The enrollment card shall include substantially the following language:

I authorize a payroll deduction from my wages in the amount certified by United Faculty to the District as proper monthly dues and/or fees provided by United Faculty. I hereby elect that such deduction be applied as follows: (CHECK ONE)

1. For United Faculty membership dues. \_\_\_\_\_
2. For an Agency Shop service fee to United Faculty. \_\_\_\_\_
3. I decline to have dues or fees deducted from my pay warrant. I agree to pay a monthly fee for services directly to United Faculty. United Faculty requires advance payment of twelve months if such fees are not deducted from my pay warrants. I agree to provide United Faculty with such sum and to submit an acknowledgment to District of such payment within five (5) days of signing this card. If such acknowledgment is not provided by me within five (5) days, I agree District shall deduct and submit the monthly fee from my pay warrant each month and forward the sum to United Faculty.

Name \_\_\_\_\_

Date \_\_\_\_\_

4. Waiver. I decline to have District deduct any amounts from my pay warrants pursuant to the above and certify as follows:

I am a practicing member of a recognized religious body or sect which has historically held a conscientious objection to joining or financially supporting any employee organization. I am not now financially supporting any employee or faculty organization nor have I in the past belonged to or financially supported such an organization. In lieu of paying dues, service fees or other to United

Faculty, I agree to pay a monthly sum equal to such amount to a nonreligious charitable fund, exempt from taxation under Section 501(C)(3) of the Internal Revenue Code. Such fund shall be the "Scholarship Fund of the United Faculty of Contra Costa Community College District." I agree to provide United Faculty with proof that I meet the conditions of this waiver and proof of payment on a monthly basis as a condition of continued exemption from payment of membership dues or service fees to United Faculty. I agree, that if a dispute between United Faculty and myself occurs as to the validity of my claimed exemption and District is notified of such dispute by the United Faculty, District shall deduct monthly an amount equal to dues or service fee from pay warrants and remit to United Faculty such amounts pending notification by United Faculty that the dispute has been resolved.

Name \_\_\_\_\_

Date \_\_\_\_\_

5. This authorization and direction shall remain in effect during the period of this contract unless revoked in writing by me. Such authorization shall be automatically renewed for the period of each succeeding applicable contract between the District and United Faculty. This authorization shall be automatically revoked upon my termination of District employment or change of status within the District to remove me from the eligible categories stated herein.

3.7.2.3 No employee shall be terminated by enforcement of this article unless:

3.7.2.3.1 District is offered proof from United Faculty that the employee has been notified by letter explaining the delinquency in not tendering either uniformly required United Faculty dues or an amount equivalent to the uniformly required United Faculty dues, and specifying the current amount of such delinquency and warning that unless such dues or service charge is tendered within thirty (30) days, he/she will be reported to the District for termination as provided in this article; and,

3.7.2.3.2 United Faculty has furnished written proof that the procedure in 3.7.2.3.1 above has been followed, or has supplied the District with a copy of the letter sent to the employee and notice that the employee has not complied with the request. United Faculty shall specify further, when



requesting District to terminate the employee, the following, by written notice:

United Faculty certifies that (the employee) has failed to tender either uniformly required United Faculty dues or service charge required as a condition of continued employment under the contract and that under the terms thereof, United Faculty demands the District terminate (the employee) forthwith.

3.7.2.3.3 United Faculty agrees it shall indemnify and save the District harmless from any and all claims, demands, suits, or any other actions arising from this demand for termination.

3.7.2.4 District agrees that during the life of this contract and to the extent the laws of the State of California permit, and as provided in this article, District will deduct one (1) month's current and periodic United Faculty dues or service charge amount based upon the "Certification of Membership Dues and Service Charges" in uniform amounts, from the pay of each eligible employee who has voluntarily executed and delivered to the District an authorization form in substantial compliance with Section 3.7.2.2.2.

3.7.2.5 Changes in the amount of monthly uniform United Faculty dues or service charges, for any E. dues or deductions within this article, must be delivered to the District by United Faculty at least thirty (30) calendar days prior to the day the pay warrant will be issued.

3.7.2.6 All sums deducted by the District shall be remitted to United Faculty at the address given to the District by United Faculty once each month by the fifteenth (15th) calendar day following the pay period on which the deductions were made. District shall notify with each remittance the name of each employee and the amount of deduction.

3.7.2.7 District shall not be liable to United Faculty by reason of the requirements of this article for the remittance or payment of any sum other than that constituting actual deductions made from the wages earned by the employee. United Faculty agrees it shall indemnify and hold the District harmless from any liability arising from any and all claims, demands, suits, or other actions arising from compliance with this article, or, in reliance on any list, notice, certification or authorization furnished under this article. United Faculty, in addition, agrees it shall refund to District any sums paid to it in error.

3.8 **BUDGET COMMITTEE:** It is agreed United Faculty may select a United Faculty Committee of no more than eight (8) members to meet with the Vice Chancellor of Finance and Administration as a "Budget Policy, Allocation and Review Committee." Such meetings shall be called by the Vice Chancellor of Finance and Administration every two (2) months for the purpose of reviewing budgetary information, receiving input, and consulting with the representatives of the United Faculty; the meeting shall not be for the purpose of negotiations.

3.8.1 It is agreed United Faculty may select a United Faculty Committee of no more than six (6) members to meet with the College President and/or designee(s) on the respective campuses for the purpose of reviewing campus budget information. Such meetings shall be called by the respective President and/or designee(s) on an approximate bi-monthly basis.

3.8.2 Any such meetings shall be without released time payment for faculty participants.

3.9 **CONSULTATION PROCEDURE:** There shall be a Contract Review Committee(s) (CRC) composed of management and United Faculty representatives. Membership will include the President of the United Faculty and the Chancellor or their designees. The committee will also include two (2) members appointed by each party or more by mutual agreement. The same members need not attend each meeting. Different panels of the committee may address different issues. It is agreed that, as a member of CRC, the Chancellor will meet with the United Faculty at least six (6) times per year.

3.9.1 The committee will meet at least six (6) times per year. Additional meetings may be scheduled by mutual agreement. Any agenda items must be presented to the other party at least five (5) days before the meeting for approval. The agenda will include any specific action proposed to be taken.

3.9.2 The committee(s) may address:

3.9.2.1 Interpretation of the contract.

3.9.2.2 Rules and regulations for managing the agreement.

3.9.2.3 Procedures used in case of emergencies (the advanced notice requirement need not be followed in these instances.)

3.9.2.4 Consultation issues not addressed through other procedures.

3.9.3 The committee issues which may require changes in the collective bargaining agreement must be submitted to the parties for final approval.

## ARTICLE 4

### MANAGEMENT RIGHTS

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- 4.1 **MANAGEMENT RIGHTS:** There are no provisions in this Agreement that shall be deemed to limit or curtail the Board in any way in the exercise of the rights, powers and authority which the employer had prior to the effective date of this contract; unless, and only, to the extent that provisions of this Agreement limit or curtail such rights, powers and authorities.

## ARTICLE 5

### NON-DISCRIMINATION

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- 5.1 **DISTRICT AND UNION AGREE TO FOLLOW FEDERAL LAW:** The Board and the United Faculty agree that they shall abide by Title VII and Title IX of the Federal Civil Rights Act of 1964, as amended in 1972.
- 5.2 **NO DISCRIMINATION DUE TO LAWFUL UNION ACTIVITY:** The Board shall not undertake any action or allow any action to be undertaken which restrains, coerces or discriminates against any employee with respect to working conditions within the scope of representation, because of membership in, or lawful activity on behalf of the United Faculty.
- 5.3 **NO DISCRIMINATION:** The United Faculty and the District recognize that all members of the bargaining unit are entitled to a safe, harassment-free work environment. The District will take all reasonable steps to guarantee that employees will not be subjected to intolerable working conditions, as well as discrimination based upon sex, race, gender, age, national origin, physical condition, sexual orientation, religion or marital status. The District will not permit supervisors to abuse, harass or intimidate persons in the bargaining unit.

## ARTICLE 6

### DIVISION/DEPARTMENTS

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- 6.1 **DIVISIONS:** Division procedures, including procedures for division structure and faculty participation, shall be determined by management in consultation with division faculties. Such procedures to be on file at the college, District Office, and UF office.
- 6.1.1 Wherever possible, division recommendations to the next higher management level shall be developed in consultation with division faculties. However, in scheduling, budget, and curriculum matters, recommendations shall always be developed in consultation with division faculties.
- 6.1.2 Faculty participation in division operations shall be facilitated by department chairpersons in the operations listed in 6.4 below.
- 6.1.3 Division Chairpersons. Division Chairpersons are management positions and shall be selected by the College President.
- 6.1.3.1 Selection shall be from two (2) or more regular faculty members submitted by the division, which has determined by a vote of the regular and contract faculty that the nominees have the support of the majority of the regular and contract members of the Division.
- 6.1.3.2 Division Chairpersons shall be limited to two (2) consecutive full terms of office, a term of office being three (3) years in duration.
- 6.1.3.3 Individual eligibility for selection shall be re-established after one full term (three (3) years) out of office.
- 6.1.3.4 A Division Chairperson who during his/her term of office is granted a leave shall have any such leave period counted as part of the three (3) year term of office.
- 6.1.3.5 A Division Chairperson who is selected to fill an unexpired term of office (of a previous Chairperson) of greater than a one (1) year duration shall be considered to have served the entire three (3) year term for purposes of this Article.
- 6.1.3.6 Procedure to be used to replace or to substitute for a division chairperson prior to the completion of a term of office shall be the same procedure as used for an original selection, however, eligibility requirements in 6.1.3.3 above shall not apply to replacements or substitution for one (1) semester or less.
- 6.1.3.7 The President may at his/her discretion remove a Division Chairperson after consultation with a representative group from the Division.

6.2 **DEPARTMENTS/FACULTY PARTICIPATION:** Departments/Faculty Participation. Unit members shall be considered members of the college, division and department wherein their largest assignment falls.

6.2.1 Department faculty procedures, consistent with division procedures, shall be determined by the faculty members within them.

6.2.2 Such procedures are to be on file at the college, District Office, and UF office.

6.2.3 Department Chairpersons:

6.2.3.1 Elections/Term: Department chairpersons shall be elected for two (2) year terms from and by the regular and contract employees of the department. Such chairpersons may be recalled by two-thirds (2/3) vote of the same constituency.

6.2.3.2 Job Description for Department Chairpersons: The following duties and responsibilities shall apply:

6.2.3.2.1 Represent the department and act as liaison between the management and department members.

6.2.3.2.2 Listen to student inquiries, complaints and grievances about department members and matters. Investigate and attempt to resolve matters on a department level.

6.2.3.2.3 Attempt to resolve department member inquiries, complaints and grievances on a department level.

6.2.3.2.4 Coordinate the preparation and submission of class schedules to Division Chair.

6.2.3.2.5 Participate in the hiring process for full and part-time faculty.

6.2.3.2.6 Recruit faculty to serve on selection committees for regular and part-time instructors in the department.

6.2.3.2.7 Coordinate the development of evaluation committees for part-time and substitute instructors.

6.2.3.2.8 Assist in the orientation of new faculty.

6.2.3.2.9 Recommend, monitor and maintain department budgets.

6.2.3.2.10 Represent or delegate representation of the department at appropriate division/administrative/college/district meetings.

- 6.2.3.2.11 Coordinate the development of course reviews, revisions, additions, and deletions. Supervise changes in course outlines and catalogue changes.
- 6.2.3.2.12 Be responsible for meeting Curriculum Committee deadlines and seeing changes through the Curriculum Committee.
- 6.2.3.2.13 Disseminate information about curriculum changes to department members.
- 6.2.3.2.14 Convene department meetings as often as necessary.
- 6.2.3.2.15 Assist with student recruitment and community outreach when appropriate.
- 6.2.3.2.16 Coordinate program review and institutional planning.
- 6.2.3.2.17 Assist with the maintenance of files on current course outlines, syllabi, textbook orders and class schedules.
- 6.2.3.2.18 Assist in the development of grant applications and special funding.
- 6.2.3.2.19 Assist in monitoring the use and condition of facilities equipment assigned to the department.
- 6.2.3.2.20 Provide appropriate input for the evaluation of all classified staff.
- 6.2.3.2.21 Evaluate, when appropriate, tutorial and student employees.
- 6.2.3.2.22 Assist counselors/advisors and the articulation officer to clarify and update information on departmental courses.
- 6.2.3.2.23 Advocate on behalf of the department and work with the administration to effect changes requested by the department.
- 6.2.3.2.24 Disseminate appropriate information.
- 6.2.3.2.25 Assist in implementing district and state mandated changes.
- 6.2.3.2.26 Coordinate the development and maintenance of departmental guidelines.

6.2.3.3 Evaluation: When the manager perceives there is a performance problem based on the approved duties and responsibilities of the department chair, the manager will meet with the department chair to attempt resolution at this level.

6.2.3.3.1 If the problem is not resolved at the first level, the manager may notify in writing the department members, as defined by the department bylaws, regarding the nature of the performance problem, citing specific duties of the job description that the manager believes are not being performed adequately.

6.2.3.3.2 Members of the department will then design and conduct a departmental peer evaluation of the chair's performance based upon the relevant areas of the department chair description.

6.2.3.3.3 The department will then meet with the department chair to discuss the findings of the peer review and take appropriate action if necessary.

6.2.4 Non-Departmentalized Areas: Where sixty percent (60%) of the regular and contract faculty in a division has not formed into departments, that faculty may form one (1) non-departmentalized faculty group for the purpose of facilitating faculty participation in the operations listed in Section 6.4, below.

6.2.4.1 Election/Term: Where a non-departmentalized group is formed, the chairperson shall be elected for a two (2) year term from and by the regular and contract employees of the non-departmentalized division. Such chairperson may be recalled by a two-thirds (2/3) vote of the same constituency.

6.3 **ESTABLISHMENT/CHANGE/ABOLISHMENT:** District shall notify the United Faculty for consultation prior to establishing, changing, or abolishing any recognized department structure.

6.3.1 Any adverse effect within the scope of bargaining on faculty members resulting from such establishment, change or abolishment shall be immediately negotiated with the United Faculty on request.

6.3.2 Management may offer assistance to the affected faculty in initial organization of departments. Such assistance is not mandatory, but is desirable and may be communicated in either written or oral form.

6.4 **PARTICIPATORY AREAS:** The following are areas of participation for departments:

6.4.1 Budget: Faculty in departments make budget requests for instructional programs. The appropriate division committee reviews such requests and makes recommendations. Faculty in departments recommend procedures for distribution of discretionary funds allocated to those departments.

6.4.2 Scheduling: Faculty in departments prepare and recommend teaching schedules and room assignments in accordance with Article 8 of this contract.



6.4.3 Hiring: Refer to Uniform Selection Guide to See Entire Hiring Policy.

6.4.3.1 The paper screening committee for faculty shall be selected according to department regulations and shall consist of no less than two (2) regular faculty members, or, if necessary, one regular and one contract III faculty member. One hourly rate (part-time) instructor shall be guaranteed a screening interview for a full-time faculty position for which he/she meets the minimum qualifications. The applicant to be interviewed shall be determined through the established paper screening process.

6.4.3.2 Faculty shall participate in the screening of applications and in the screening interview of such classified employees as serve in a direct relationship to the instruction or student service program or fall under a department where such screening is not in conflict with contract provisions of the classified units.

6.4.3.3 An interviewing team shall be selected according to department regulations and shall consist of no less than two (2) and no more than five (5) regular faculty members and the division chair assigned to the department in which the new hire will be working shall be included on any interviewing team as a voting member. The same team shall interview all of the candidates who are invited to come to the campus.

6.4.3.3.1 Where a department has one (1) position authorized to it, the interviewing committee used in filling such position shall be chosen by the Faculty Senate President in consultation with the division chairperson and Dean. Such committee shall consist of no less than two (2) and no more than five (5) regular faculty members plus the division chairperson who serves as a voting member.

6.4.3.3.2 Where a department has two (2) positions authorized to it and one (1) of those positions is to be filled, the interviewing committee used in filling it shall be jointly chosen by the remaining faculty member and the Faculty Senate President in consultation with the division chairperson and Dean. The committee shall consist of no less than two (2) and no more than five (5) regular faculty members plus the division chairperson who serves as a voting member.

1. Each department shall develop instruments for the rating of the candidates. Such instruments shall be the property of the District.
2. Such instruments and/or questions shall be made available to management prior to the screening process for its (District) information.
3. Any and all personal notes and/or information developed by individual team members shall remain the property of the team member.
4. The interviewing team shall recommend at least two (2), preferably three-five (3-5), of the best

qualified applicants, without indicating any preferences, for consideration by management. After management interviews the referred applicants, management shall meet with the interviewing faculty team to discuss the ranking of the candidates and the president's proposed recommendation to the Chancellor and the Governing Board.

5. Management shall make the final selection based upon the recommendations of the interviewing team, affirmative action requirements, and its own evaluation. If the college president and the interview team do not reach agreement regarding the candidate interviewed under this procedure, the process shall be reopened and the job readvertised. If, after the process has been carried through a second time the college president and the committee do not reach agreement, they shall meet with the chancellor and attempt to reach agreement regarding a candidate interviewed under this procedure. If no agreement is reached by this group, the college president shall be free to recommend a candidate interviewed under this procedure to the chancellor.
6. With the concurrence of the appropriate department these hiring procedures may be waived for part-time temporary faculty employees.
7. Faculty may be invited to participate in the selection of management personnel at the discretion of the Chancellor, or his designee.

6.4.4 Staffing: Faculty in departments can make recommendations through the division chairperson on such matters as staffing needs, enrollment trends, use of part-time staff, and affirmative action programs.

6.4.5 Curriculum: Following department procedures, faculty can make recommendations for new courses or curriculum changes to the appropriate committee dealing with curriculum and instruction as constituted at the local campus.

6.4.6 Facilities: Faculty in departments can make recommendations for the use of facilities.

6.4.7 Staff Development: All faculty and staff development monies shall be distributed to the colleges on a basis proportional to the number of faculty FTE at each college. The college monies shall then be allocated at the college by mutual agreement between the college staff development committee and the management designee. Faculty in departments may formulate in-service training

recommendations. In-service training programs for the improvement of instruction in departments shall not be undertaken without the consideration and approval of the affected group.

- 6.5 **DISTRICT HAS FINAL RESPONSIBILITY AND AUTHORITY:** Notwithstanding any of the above, District management has final responsibility and authority for all District operations.
- 6.6 **WRITTEN RECOMMENDATION NOT ACCEPTED:** When management does not accept a written recommendation of the department the appropriate chairperson shall be notified in writing of the action and the reason(s) therefore.

## ARTICLE 7

### FACULTY LOAD/CLASS SIZE

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- 7.1 Faculty Load is credited in hours per week (or WSCH for independent study and work experience), which are assigned in instructional load assignments and/or non-instructional load assignments.
- 7.2 **INSTRUCTIONAL FACULTY:** The following types of instructional assignments are agreed to constitute a full instructional load for a semester when conducted for the hours (or WSCH for independent study and work experience) specified (decimals are rounded):
- 7.2.1 Lecture Course Assignment. One wherein the instructor devotes his/her time in class to a presentation of subject matter and/or discussion, and/or problem solving. Time outside of class is devoted to preparation and to criticizing and evaluating assignments and examinations. An assignment of fifteen (15) in-class hours shall be considered a full instructional load. One hour of lecture course assignment equates to .067 load.
- 7.2.2 English Composition Type Course Assignment. A lecture course wherein an instructor is required to devote an extraordinary amount of time outside of class to criticizing and evaluating written assignments and examinations. An assignment of twelve (12) in-class hours shall be considered a full instructional load, provided that at least nine (9) hours are assigned to English Composition type courses. One hour English composition type assignment equates to .083 load.
- 7.2.3 Laboratory Type Course Assignment. One wherein the instructor devotes the major portion of the course time to the supervision of students who are working on laboratory experiments and exercises. Time outside of class is devoted to preparation and to criticizing and evaluating assignments and examinations. An assignment of twenty (20) in-class hours shall be considered a full instructional load. One hour of laboratory type course assignment equates to .050 load. Laboratory loads may be modified by the department with the approval of the college president to provide cost/revenue neutral load reduction.
- 7.2.4 Physical Education Course Assignment. One wherein the instructor devotes a considerable portion of the course to lecturing and demonstrating skills and techniques and the balance of the time to the supervision of student performance and the administration of a variety of tests. An assignment of twenty-two (22) in-class hours shall be considered a full instructional load. One hour physical education type assignment equates to .045 load.
- 7.2.5 Tutorial Course Type of Assignment. An assignment of twenty (20) in-class hours shall be considered as a full instructional load. The five (5) required office hours do not need to be scheduled in the tutorial facility. One hour of tutorial course type assignment equates to .050 load.
- 7.2.6 Work Experience Type Assignment. One wherein the instructor works with students and their employers to develop learning objectives, monitors progress, consults with students and employers, and evaluates the learning experience. An assignment

which develops a minimum of six hundred seventy-five (675) weekly student contact hours is considered a full instructional load. A full-time member participating in co-op ed whose semester load is below 1.0 shall be allowed to elect either load credit or monetary compensation for co-op ed.

7.2.7 Independent Study Type Assignment. One wherein the faculty member conducts instruction in accordance with Administrative Code provisions, Chapter 4, Article 4 of Title V, Section 55300, et seq. An assignment which develops a minimum of six hundred seventy-five (675) weekly student contact hours is considered a full instructional load.

7.3 **NON-INSTRUCTIONAL FACULTY:** The following types of non-instructional assignments are agreed to constitute a full load when conducted for the amounts specified:

7.3.1 Counseling. The counseling assignment shall consist of scheduled counseling appointments and other assigned student personnel services e.g., group counseling sessions, high school counselor liaison, departmental/divisional articulation. An assignment of twenty-seven and one-half (27-1/2) hours per week exclusive of counseling appointment preparation, evaluations, reports, and the like, shall be considered a full counselor load.

7.3.2 Librarians/Learning Resources Assignment. One wherein the librarian performs duties consistent with the provisions of library/learning resources services and the operation of facilities where library/learning resources services are offered. An assignment of forty (40) hours per week, thirty-five (35) of which are normally assigned in the library/learning resources facilities, five (5) in unscheduled associated and/or professional duties, shall be considered as a full librarian/learning resources assigned load.

7.3.3 School Nurse Assignment. One wherein the school nurse performs duties consistent with the provision of student health services and the operation of facilities where student health services are offered. An assignment of forty (40) hours per week, thirty-five (35) of which are normally assigned in the health office, five (5) in unscheduled associated and/or professional duties, shall be considered as a full school nurse assigned load.

7.3.4 Tutoring Coordinator Assignment. One wherein the tutoring coordinator performs duties consistent with the provisions of tutoring services and the operation of the facilities where tutoring services are offered. An assignment of thirty-five (35) hours per week, thirty (30) hours per week which are normally assigned in the tutoring center, five (5) hours per week in unscheduled associated and/or professional duties, shall be considered as a full tutoring coordinator assigned load.

7.3.5 Learning Specialist. This assignment shall consist of instructional and/or non-instructional duties. Instructional duties shall be determined by the scheduling process of the college and department where the member is assigned. A full non-instructional load for a learning specialist shall be 40 hours with one-eighth (1/8) of the non-instructional hours unscheduled associated and/or professional duties.

7.3.6 Mixed Loads For Non-Instructional Positions. Mixed loads with teaching and non-teaching assignments may be taught and the non-teaching load proportionately reduced.

7.3.7 New Non-Instructional Position. Full load for any new faculty non-instructional position created during the life of this Agreement shall be forty (40) hours, with thirty-five (35) hours scheduled duties and five (5) hours unscheduled associated and/or professional duties.

7.4 **BALANCING:** Full load hours for combined assignments other than those specified above shall be determined by the following formula:

$$\frac{\text{Hours of assignment, Type 1}}{\text{Full load for assignment Type 1}} + \frac{\text{Hours of assignment, Type 2}}{\text{Full load for assignment Type 2}} + \frac{\text{Hours of assignment, Type 3}}{\text{Full load for assignment Type 3}} = 1$$

Underload shall be balanced within the following three (3) regular semesters if possible. The faculty member may, at the member's option, use load from summer sessions to balance an underload. To balance the underload, a unit member may be assigned to no more than two colleges, unless the unit member agrees to other arrangements. The maximum required assignment shall be 1.25 FTE per semester until the underload is eliminated.

7.5 **MAXIMUM CLASS SIZE:**

7.5.1 Maximum class size shall be as specified in Appendix E, attached hereto. Class size maximums (Appendix E) shall be adjusted by mutual agreement between each college president and UF vice-president and shall be revenue neutral at each college.

7.5.2 Maximum class size for any new course shall be determined by management after consultation with the appropriate department prior to submission of the proposed course to the college's Instructional/Curriculum Committee. Management shall make the decision on the maximum class size within thirty (30) calendar days following the consultation with the department.

7.5.3 One-semester adjustments in maximum class size may be made only during registration with the consent of the unit member involved or the department chairperson/designee. In the event that neither the unit member involved nor the department chairperson/designee is available during the registration period, management shall make the adjustment and notify the United Faculty within 24 hours.

7.5.4 If class enrollment is within five (5) students of the class maximum after the first class meeting, only the instructor may add students to the class. The instructor must accept additional students up to the posted class maximum. This section shall not prohibit faculty from accepting students above the class maximum at their discretion.

7.6 **LARGE CLASS SIZE/MULTIPLE LOAD CREDIT:** Conducting some large lecture classes may result in additional preparation time and/or time spent with individual students. Faculty with such assignments shall be granted double-load credit for such lecture classes provided the following criteria are met: Any such lecture class shall be agreed to in advance by management and the teacher; the class shall be twice (two times) the single section maximum as evidenced in Appendix E; double load credit shall be applied provided there are a minimum of seventy-five percent (75%) of the maximum number of students at the close of late registration (e.g. single section 45, double section equals 90, 90 x 75% equals 67.5 students at the close of late registration required.) It is further agreed .5 students or lower will be dropped to the next lowest whole number. No teacher's load shall include more than one (1) multiple load credit per semester except with management approval.

## 7.7 **FACULTY RESPONSIBILITIES:**

7.7.1 Curriculum Development. This includes the analysis and coordination of textual materials; constant review of current literature in the field, some of which are selected for the college library collection, the preparation of selective, descriptive materials such as outlines and syllabi; conferring with other faculty and administration on curricular problems; and, the attendance and participation in inter and intra-college conferences and advisory committees.

7.7.2 Hiring of Faculty

7.7.3 Evaluation of Faculty

7.7.4 Committee Work

7.7.5 Categorical. Notwithstanding any other term, clause or provision of this Agreement, assignments and employment conditions of faculty employees within categorically-funded programs shall be solely determined by the provisions of the granting/funding agency contracts, except, such categorically-funded faculty employees shall be assigned to the existing division structure applicable.

7.7.6 Faculty Load. The faculty load for each individual unit member comprises the total hours per week of his/her assigned load. Where activities or events in such areas as dance, forensics, music, athletics, and the like, by nature of the assignment, extend to periods before or after the academic year, beyond District contractual work load requirements, during normal instructional holiday periods, or other, and these events or activities are voluntarily scheduled by the individual unit member -- such activities or events shall then be regarded as a part of the total assignment and shall not be considered for extra-pay or compensation.

1. Where a unit member's assignment is associated with the conduct of games, events or practices scheduled for evenings, Saturdays, Sundays, instructional holiday periods during the school year, or, on non-teaching days during the calendar year in conformance with inter-collegiate, conference or association actions, they shall not be considered for extra pay or compensation. Any game, event or practices scheduled as an outcome of successful individual or team performance such as playoffs, finals, tournaments, championships, and the like, shall not be considered for extra pay or compensation.
2. Where any such events or activities are required to be undertaken by the District, or, are scheduled solely by management as extra duties, such events or activities shall be with applicable compensation. Such compensation may include, but is not limited to, a percentage of base salary or compensatory time.
3. Where, within "7.7.6," above, the unit member has an option of voluntarily scheduling or not scheduling such events or activities, and does not so elect to schedule, no negative evaluations shall occur as a direct result.

## 7.8 **OFFICE HOURS:**

7.8.1 Instructional Type Assignments. For Regular and Contract I, II, and III faculty, all instructional type assignments require, over and above stated load requirements, five

(5) office hours per week, scheduled no more than one and one-half (1 ½) per day. Faculty teaching on-line courses may, at their option, hold office hours on-line in the same ratio as their on-line courses are to their total semester load.

7.8.2 Instructional/Non-Instructional Type Assignments. When a faculty member's load is split between instructional and non-instructional duties, office hours are required proportional to the instructional assignment.

7.8.3 Non-Instructional Type Assignments. Members are not required to conduct office hours over and above stated load.

7.8.4 Part-Time (Temporary). Whether instructional or non-instructional, day or extended day, part-time (temporary) members have no office hour requirements. Part-time faculty, at the member's option, may elect to serve the following office hours per week based on the following loads: .2 to .399 load: one-half hour; .4 to .599 load: one hour; .6 load: one and one-half hours. Compensation shall be according to Appendix B-4 "Other Academic Services Salary Schedule." The District may use PFE funds for this purpose. The United Faculty believes payment of part-time office hours is an appropriate use of Partnership for Excellence Funds.

7.8.5 Other Scheduling.

7.8.5.1 Office hours are to be scheduled in the same manner that load is scheduled, with the understanding that office hours are designed to benefit and assist students and that arbitrary rearrangement of hours to accomplish other objectives is not desirable.

7.8.5.2 Variations. The President or designee may authorize a variation of office hour requirements provided such variation is approved and submitted by the Department, Division Chair and Dean in which the assignment is involved.

7.9 **INDIVIDUALIZED FACULTY PROGRAMS:** Individual deviations from normal load, normal calendar or other deviations shall be implemented only with the written consent of the unit member and an authorized representative of the United Faculty unless some other specific procedure is provided within a section of this contract (e.g., 7.8.5.2 above).

7.10 **RESPONSIBILITIES:** It is agreed that all faculty have within their professional responsibilities, for which no direct load credit is ordinarily assigned, such matters as preparation for classes or conferences, evaluating student work, attending management-called meetings, preparing and submitting required reports, participating in staff development activities, in advising students, and in curriculum development and review.

The faculty recognizes the importance of recruiting students, maintaining community-oriented services, and co-curricular activities.

7.11 **LOAD BANKING:** Full-time unit members may, at the member's option, reduce teaching load by up to 1.0 at full salary by utilizing accumulated or banked overload teaching under the following conditions:

7.11.1 Both "A" contract overload and "A/C" contract hours during fall semester, spring semester, and summer session may be banked at a maximum of .4 load per



semester with notification of intent to bank given at the time the class schedule is submitted. "A/C" overload shall be banked at the "A" load value of the class(es).

- 7.11.2. Load may be reduced 1.0 and less than 1.0 at anytime, provided: banked load may only be used when the department determines that suitable replacements are available, except that a member may choose to reduce his/her overload the semester(s) prior to his/her retirement solely at that member's option. Initial recommendation for leave shall be submitted by the department with the schedule.
- 7.11.3 Current semester teaching load must be at least 1.0 prior to banking credit being given. If current load is less than 1.0, a portion of the "A/C" load will be credited to the "A" load to bring it to 1.0 prior to banking. The difference will be banked.
- 7.11.4 Any existing accumulated underload must be brought to zero prior to banking.
- 7.11.5 Any existing accumulated overload may be used and added to.
- 7.11.6 Banked hours will be paid in cash at the member's 'A/C' rate only at the time of retirement or other termination of employment.
- 7.11.7 Use of banked leave is to be considered a 'paid leave' and not a break in service for salary, benefits, sabbatical or retirement plan purposes.
- 7.11.8 Faculty who are on a reduced load due to banked load will be required to hold office hours in proportion to their actual assignment.
- 7.11.9 In certain situations, a single class may exceed the .4 limit for load banking. In those cases, if the class consists of both lecture and a lab section, a faculty member shall be allowed to split the lecture from the lab(s) and bank whichever portion he/she chooses providing that portion does not exceed the .4 maximum limit. The faculty member shall receive compensation for the remaining portion of the class.
- 7.11.10 Load banking credit may be used to augment the seventy percent (70%) salary paid during a full year sabbatical leave at the rate of .1 banked load per 10% salary augmentation per semester. The district shall pay STRS credit equal to the percentage salary the faculty member is receiving. Article 12.5.11 shall apply. Additionally, it is agreed that the use of load banking credit for this purpose shall not come from the sabbatical leave fund.

## ARTICLE 8

### SCHEDULING

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- 8.1 Faculty shall be guaranteed participation in assignment and scheduling. Such participation shall be in accordance with the following:
- 8.1.1 **SCHEDULE DEVELOPMENT:** Faculty, within their recognized department adhering to established division/guidelines/regulations shall:
- 8.1.1.1 From the course, sections, rooms and room times made available to it, the faculty prepares and recommends department schedules, through the Division Chairperson/Dean, showing individual teaching schedules including extended day, off-campus, and summer offerings. Faculty may request discussion of enrollment trends and other bases on which particular courses and numbers of sections are established.
  - 8.1.1.2 Such recommended schedules shall be developed in accordance with written rules, procedures and priorities which the faculties within their recognized department or DVC teaching area shall have established and shall include the schedule of the Division Chairperson.
  - 8.1.1.3 Where an assignment includes unscheduled hours, the member shall be responsible for selecting the activities and forwarding the program to management for review. Where any dispute occurs, the procedural provisions of the Scheduling Article, Section 8.1 shall be used for resolution of the dispute. The member shall determine the time and place of the activity performed. Management-required meetings are included in the basic load of 35 hours.
  - 8.1.1.4 Any member of a department may request the formation of a United Faculty appeals committee when it is alleged a department's recommendation to management was not made according to the department's rules and procedures.
    - 8.1.1.4.1 The United Faculty shall immediately upon receipt inform the appropriate manager of the appeal and request no action be taken on the department recommendation.
    - 8.1.1.4.2 The committee shall be formed within five (5) working days from date of filing the complaint in the United Faculty office.
    - 8.1.1.4.3 The committee shall consist of three (3) United Faculty members, none can be from the department in question. One management employee shall additionally serve on the Appeals Committee.
      - 8.1.1.4.3.1 The chairperson will be the United Faculty vice-president from the affected campus, unless the vice-president is a member of that department, in which case the United Faculty president shall be the chairperson.

8.1.1.4.3.2 The remaining two (2) members shall be selected by mutual consent of the campus United Faculty vice-president and the United Faculty president.

8.1.1.4.4 Within ten (10) working days the committee shall hold a hearing in which to review all appropriate material presented by the department and the complaining member. The committee is to determine whether or not the department's recommendation was made according to the department's rules and procedures.

8.1.1.4.4.1 If the committee determines that the rules and procedures were followed, the recommendation stands.

8.1.1.4.4.2 If the committee determines that the rules and procedures were not followed, the committee chair shall inform the appropriate manager of the decision. The manager shall not accept the departmental recommendation previously received. The department shall be directed to prepare a new recommendation as per departmental rules and procedures and submit to the manager.

8.1.1.4.5 The action of the committee shall be binding on all parties and not subject to the grievance procedure of Article 19.

8.1.2 **SCHEDULE CHANGE BY MANAGEMENT:** All efforts will be made by management to schedule regular and contract faculty according to the recommended schedules. Where any first (1st) level manager changes such recommended schedule, the faculty member may:

1. First discuss with the first (1st) level manager the dispute area(s).
2. Any matter remaining unresolved may be appealed to the next higher level college manager.
3. Where any dispute area(s) remain after 2., above, management will assign staff to meet the District needs.

8.1.3 **SCHEDULING REQUIREMENTS FOR DIVISION GUIDELINES:** Division guidelines/regulations shall be established in consultation with division faculty through and with their recognized department structure. Such guidelines/regulations shall include, but not be limited to, such items as:

- Format and time lines for recommendations.
- Methods for distributing multiple section courses.
- Inter-departmental scheduling articulation.
- Proportion of day/evening offerings.

## 8.2 **CANCELLATION OF SCHEDULED CLASSES:**

8.2.1 When cancellation of a class is being considered within a week before the class begins and during late registration, the chairperson of the department affected, and, whenever possible, the instructor of the class shall be notified at least 24 hours before management proceeds with the class cancellation to review registration

patterns. In all other circumstances, the chairperson of the department affected, and, whenever possible, the instructor of the class shall be notified at least one week before management proceeds with the cancellation to review registration patterns.

8.2.2 Where a class has an enrollment of twenty (20), as determined by class attendance at the end of the late registration period, it shall not be canceled, except with agreement of the instructor.

8.2.2.1 Before the schedule is published, if a department and management agree that a class is innovative in content, time offered, or delivery method, they shall also mutually agree on a minimum number less than 20 to avoid class cancellation. The class shall not be canceled if it has reached that enrollment number by the end of late registration. The United Faculty shall be notified of each variance. Included in the agreement will be the determination of how many semesters the class will be offered as an innovative class. Under no circumstances shall such classes be designated as innovative for more than three (3) semesters without management's approval.

8.2.3 No class shall meet beyond the close of the late registration period unless the enrollment, as determined by class attendance, is at least twenty (20) students, or, an exception is made by the College President because of such special circumstances as: related training program for apprentices, advanced classes which are a part of a major sequence, performance classes, or courses where the enrollment determines the number of teaching hours credited the instructor.

8.2.3.1 Late registration is to generally be defined at 1/9 of the course length; however, management does have the right to extend the period if a class is under-enrolled.

8.2.3.2 Short-term classes shall not be canceled prior to one week before the first class meeting, except with the agreement of the instructor.

8.2.4 Cancellation of sections of less than twenty (20) shall be preceded by notification to the recognized department chairperson and/or individual faculty member, of the intent to cancel.

8.2.5 Any deviation from the contractual workload of the member caused by cancellation shall be adjusted within the semester of cancellation, or, the three (3) regular following semesters after consultation with the member.

8.2.5.1 Within the Semester of Cancellation. Members who owe teaching hours will assume after consultation sufficient courses or alternative assignments in the day or extended day program to balance any deficit. However, no member shall be required to translate an "A/C" contract to an "A" contract to balance a deficit during the semester of occurrence, unless, the member has more than one "A/C" contract assignment. In such case, one of the "A/C" contract assignments shall be used to balance all or part of the deficit.

8.2.5.2 In subsequent Semesters. Members who owe teaching hours will assume sufficient courses or alternative assignments in the day or extended day program to balance any deficit hour load existing due to the

cancellation. (See Article 7.4) After three (3) semesters, no "A/C" classes can be assigned until the deficit due to cancellation is eliminated. Management shall notify the member one semester before this restriction is applied.

8.2.5.3 Alternative assignment may include, but not be limited to, such activities as: a mutually agreed upon reassigned time project, short-term classes, replacement classes, extended day assignment, etc. Scheduling shall be in accordance with Sections 8.1 through 8.1.3 of this article.

8.2.5.4 Other balancing options.

8.2.5.4.1 Members may opt to have his/her salary reduced proportionately to balance all or part of a deficit.

8.2.5.4.2 With management concurrence a member may complete a proposed alternative assignment(s) to balance all or part of a deficit.

8.2.5.4.3 Only those deficits owed by the member at retirement or resignation shall be owed the District where the deficit occurred because the member failed to translate a "A/C" contract to an "A" contract to balance the deficit. The amount owed shall be deducted at the "A/C" contract rate.

8.3 **EXTENDED DAY:** A unit member scheduled to teach in the extended day program as part of his/her load shall be given consideration with regard to times of regular day assignment. The location of the class shall be considered to be the campus so that office hours may be held in relation to the assignment.

8.4 **TEACHING BY MANAGERS:** With the approval of the Chancellor and the College President, a District or College manager may teach extended day or Saturday courses or sections with salary based on class and step placement on the appropriate teaching salary schedule.

8.4.1 No manager will be assigned a course requested by a contract or regular faculty member.

8.4.2 Managers who request to teach or who are available to teach shall submit their request to the Department and shall be considered in accordance with all provisions of Article 8, Section 8.1, Scheduling. All sections which are available shall be submitted to the Department for scheduling.

8.4.3 Managers shall be considered as within the available "part-time" pool, and there is no priority over other part-time applicants.

8.4.4 Paragraphs 1. and 3. are not applicable to Division Chairs.

8.5 **OVERLOAD ASSIGNMENT LIMIT:** For the 2000-2001 academic year, overload assignments will be limited to sixty percent (60%). Effective July 1, 2001, overload assignments will be limited to fifty percent (50%), which may be averaged over the two semesters of the academic year, unless approved by management.

## ARTICLE 9

### WORKING ENVIRONMENT

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9.1 The Board shall maintain Cal-OSHA standards in all facilities.

# ARTICLE 10

## WORKING DAYS - CALENDAR

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### 10.1 **FACULTY SERVICE OBLIGATION:**

10.1.1 Contract I employees shall be obligated for service a maximum of one hundred seventy-five (175) service days plus four (4) non-instructional days.

10.1.2 Contract II employees shall be obligated for service a maximum of one hundred seventy-five (175) service days plus two (2) non-instructional days.

10.1.3 Contract III and regular employees shall be obligated for service a maximum of one hundred seventy-five (175) service days.

10.2 **CALENDAR NEGOTIATIONS:** The calendar and procedures shall be reopened annually with the District submitting a proposal to the United Faculty by September 15. The United Faculty will submit a counterproposal by October 15. If no calendar is agreed to by December 15, the existing calendar will be "rolled over" and become next year's calendar.

10.3 **STATE LAW EFFECT ON CALENDAR:** Should changes occur in state law allowing fewer than one hundred seventy-five (175) mandated instructional days for Community Colleges, the parties agree that within fifteen (15) working days of written request the contract will be reopened for negotiations as to the District number of instructional days required for unit members.

### 10.4 **FLEXIBLE CALENDAR:**

10.4.1 'C' and 'A/C' Faculty whose semester length class days and holidays do not add up to 18 weeks will have flex responsibility.

10.4.2 The number of hours of flex time for members with released time or reassigned time shall be reduced by the same percentage as the members' released time or reassigned time.

10.4.3 The number and designation (mandatory, optional, or variable) of flexible days shall be negotiated at the same time as the academic calendar. The flex days shall be included in the District calendar.

10.4.4 Variable flex for contract or regular faculty may be completed at any time during the current fiscal year (July 1 – June 30). Variable flex may be applied during the summer, recesses, or weekends. Variable Flex may be applied after 4pm on instructional days without LPG approval or before 4pm on instruction days for activities which are LPG approved and provided faculty meet all contractual obligations on those days. Temporary faculty must complete flex hours during the semester they are employed.

10.4.5 Faculty members are required to serve five (5) hours for each designated mandatory, optional, or variable flex day. Faculty members shall be given flex credit for a maximum of eight (8) hours per calendar day.

10.4.6 Faculty must submit a completed Flex agreement each year.

# ARTICLE 11

## REASSIGNED TIME

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- 11.1 **DEPARTMENT CHAIR REASSIGNED TIME:** Reassigned time hours for faculty governance of department chairpersons shall be assigned in accordance with the following:

For Diablo Valley College: 42 lecture hour equivalents each semester

For Los Medanos College: 21 lecture hour equivalents each semester

For Contra Costa College: 21 lecture hour equivalents each semester

These allotments shall be distributed for faculty governance in accordance with Section 11.1.1.

In addition to these hours, effective 7/1/00 the amounts allocated above shall be augmented by \$200,000 (indexed to salary schedule B-2).

11.1.1 **Criteria for Stipends and Reassigned Time**

11.1.1.1 Within each college, departments shall be assigned a rank by formula:  
(Full-time equivalent faculty) + (head count of full and part-time faculty) = rank

11.1.1.2 Reassigned time and stipend shall be allocated by mutual agreement between the college president and UF vice president in approximate proportion to their ranking: e.g., a ranking larger by a factor of two than a lower ranking receiving time/stipend shall receive an allocation twice as large as the lower ranking.

11.1.1.3 Deviations from this allocation process shall be made by mutual agreement between the college president and UF vice president. The criteria for these deviations shall be stated in writing to the departments, Chancellor, and UF president.

11.1.1.4 At department discretion, allocations of stipends may be used to hire faculty for reassigned time (at the "C" rate). Expenditures for this purpose shall not exceed the stipend allocated to the department. Reassigned time shall be valued at the average instructional rate for the college.

11.1.1.5 There shall be no reduction of the total college allocation of reassigned time for department chairs as specified above.

- 11.2 **CONVERSION OF LOAD TO REASSIGNED TIME:** When normal load hours are reassigned to other duties, the number of resulting-duty hours is determined by the following formula:

FTE reassigned X 35 = weekly hours of reassigned duties

- 11.3 **ACADEMIC SENATE REASSIGNED TIME:** Any changes in reassigned time from what currently exists under Curriculum and Instruction Procedure 2907, shall be provided with the concurrence of the Academic Senate Presidents. The District will notify the United Faculty of any changes in reassigned time under this provision each semester.



## ARTICLE 12

### LEAVES

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#### 12.1 **GENERAL LEAVES:**

- 12.1.1 A leave is an authorized absence from duty for a specified period of time.
- 12.1.2 Unless otherwise indicated, leaves may be extended upon mutual agreement between the unit member and the District.
- 12.1.3 Unless otherwise indicated, members on paid leave are eligible for and retain fringe benefits of their position.
- Members on unpaid leave of absence of less than one month shall have the cost of the fringe benefits deducted from their payroll.
- Members on unpaid leave other than those on reduced load (Section 15.3.2) shall be eligible for and retain fringe benefits of their position, in accordance with the specific insurance programs and carrier requirements, by paying monthly, in advance, the full District and employee costs of such benefit programs. Members not electing to pay such costs of coverage shall have benefits rescinded until return from leave.
- 12.1.4 Unless otherwise indicated, time on paid leave shall be counted as time in service for all rights and benefits.
- 12.1.5 District may grant or deny requests for early return from leave or cancellation of approved leave.
- 12.1.6 A unit member may be granted a leave without pay for not more than twenty (20) assigned duty days in any one (1) year period, subject to the discretion/ approval of the Chancellor, or designee.

A unit member may be granted leave without pay for any period of time upon recommendation of the Chancellor and subject to the approval of the Board.

#### 12.2 **BEREAVEMENT LEAVE:**

- 12.2.1 Leave of absence due to, and at the time of, the death of a member of the immediate family shall be granted to faculty employees of the District. Such leave shall be with pay and shall not exceed five (5) days.
- 12.2.2 "Members of the immediate family," means the mother, father, grandmother, grandfather, grandchild, or domestic partner of the employee or spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister-in-law or sister of the employee or domestic partner, or any relative living in the immediate household of the employee.

12.2.3 An extension of bereavement leave may be requested by the member. Such extension, if granted, shall be with salary for the extension period, not to exceed a total of six (6) days, when approved by the Chancellor, or designee.

12.3 **PERSONAL NECESSITY LEAVE:** A faculty member cannot be required by management to supply a specific reason when using personal necessity leave.

12.3.1 A unit member shall be granted a maximum seven (7) days leave of absence in any school year without loss of pay in cases of personal necessity. Such leave shall be deducted from the employee's accumulated sick leave.

12.3.2 Personal necessity is the illness or death of a member of the immediate family (not covered by Family Leave or Bereavement Leave), an accident involving the member's person or property or the person or property of a member of the immediate family; appearance in court as a litigant or as a witness under official order; or, compelling personal business which cannot be conducted before or after the employee's regular assigned duty day.

Reasonable notice in advance is required, where possible, and, District approval must be obtained prior to the leave payment being processed.

12.3.3 "Immediate family" shall be as defined in "Bereavement Leave."

12.4 **JURY DUTY/JUDICIAL LEAVE:**

12.4.1 When regularly called for jury duty or as a witness in the manner provided by law, members shall be granted, upon request, a leave of absence with pay for the day the employee is called to perform jury duty or serve as a witness during the employee's regularly assigned working hours.

12.4.2 Request for jury duty/witness leave should be made by presenting, as soon as possible, the official court summons to the member's immediate supervisor or District designee.

Reimbursement to the District of any monies earned as a juror or witness, except mileage and meal allowance, shall be made by the member.

12.4.3 Employees are required to return to work during any evening or weekend assignment in which jury duty/witness leave services are not required.

12.4.4 District may require verification of jury duty/witness leave time prior to, or subsequent to, providing jury duty/witness leave compensation.

12.4.5 Leave under this provision is not available for absences where remuneration is provided the employee.

12.5 **SABBATICAL LEAVE:**

12.5.1 Eligibility. An applicant for sabbatical leave must have rendered full-time service in the District for at least six (6) consecutive academic years immediately preceding the sabbatical leave, and, not more than one (1) such leave shall be granted in each six (6) year period.

12.5.2 Computation.

- 12.5.2.1 No absence from the service of the District under a leave of absence, other than a sabbatical leave, shall be deemed a break in the continuity of service, and, the period of such leave shall not be included as service in computing the six (6) consecutive years of service required.
- 12.5.2.2 Credit for one (1) academic year is earned when the employee has worked seventy-five percent (75%) of the total number of teaching days in that academic year for more than sixty percent (60%) of the hours per week required for a full-time assignment.
- 12.5.2.3 Service under a fellowship or foundation either full or part-time, approved by the sabbatical leave committee, for a period not to exceed one (1) year in toto, for research, teaching or lecturing shall not be deemed a break in continuity of service. This time shall be used in computing the six (6) consecutive academic years of service eligibility.
- 12.5.2.4 A single semester of service during an academic year shall not be included as fulfilling eligibility requirements.
- 12.5.2.5 Periods of service intervening between two (2) separate six (6) month periods shall be counted toward the service required for a subsequent sabbatical leave.

12.5.3 Leave Period.

- 12.5.3.1 Sabbatical leave may be granted for a period of not less than one (1) full semester nor for more than one (1) year.
- 12.5.3.2 Sabbatical leave may be taken in separate six (6) month periods rather than for a continuous one (1) year period, provided the leave for both of the separate six (6) month periods shall begin and end within a three (3) year period. The six (6) month periods shall fall within the semester dates as indicated in the District calendar.
- 12.5.3.3 The intervening periods of service between split sabbatical leave semesters shall count toward the service required for a subsequent sabbatical leave. In these circumstances, the fall semester of the year of application for a subsequent sabbatical leave shall count toward the service required for that subsequent sabbatical leave.
- 12.5.3.4 Applications for sabbatical leaves for the following academic year must be filed with the college president by January 10.

12.5.4 Number of Leaves.

- 12.5.4.1 Annually, an amount equal to 0.6% of the total expenditure listed in the official budget under Certificated Salaries, Monthly Teaching and Variable Teaching + \$100,000 shall be budgeted for sabbatical leaves for the life of the contract.

12.5.4.1.1 Any such funds allocated but not spent will be added to the allocation for the next following year.

12.5.4.1.2 If the actual cost is more than the amount allocated, such additional cost will be subtracted from the allocation for the next following year.

12.5.4.2 The number of sabbatical leaves granted shall be determined by the following process after the Sabbatical Leave Committee has established the ranking:

12.5.4.2.1 Each campus, with departmental participation as provided in Article 6 of this agreement, shall submit to the Chancellor which potential recipients need to be replaced and whether they should be replaced by full-time or part-time instructors.

12.5.4.2.2 The Chancellor will consult with the United Faculty on the possibility of inter-campus replacement for the potential candidates.

12.5.4.2.3 The Chancellor, in consultation with the United Faculty, shall then determine the number of sabbatical leaves to be granted.

#### 12.5.5 Compensation.

12.5.5.1 A member on a one (1) year sabbatical, or on a one (1) year split-semester sabbatical shall receive seventy percent (70%) of full salary for such periods. Load banking credit may be used to augment the 70% salary. (See Article 7.11.10).

12.5.5.2 A member on one (1) semester sabbatical shall receive one hundred percent (100%) of the salary which the employee would have received had he/she remained in active service.

12.5.5.3 A member on sabbatical leave shall receive such automatic increases in salary as would have been received had he/she remained in active service, and shall be subject to the salary schedule in effect at the time of return.

12.5.5.4 A member on sabbatical leave shall be paid in the same manner as if the employee had remained in active service.

#### 12.5.6 Approved Activities for Sabbatical Leave.

12.5.6.1 Sabbatical Leave for Study. Applicants shall submit a detailed program of academic study, either graduate or undergraduate and pursue a full load or the equivalent thereof as determined by the Sabbatical Leave Committee.

12.5.6.2 Professional Study Projects. Applicants shall submit a detailed statement of the professional study projects to be undertaken. Such studies need not be undertaken under the auspices of a collegiate institution; however, they must constitute an organized program of full-time study designed to

enhance the teacher's performance, and, which will benefit the college and the students of the college.

12.5.6.3 Travel. Applicants must submit a detailed statement of the proposed itinerary. The program or statement submitted under the above activities shall include plans to increase the teacher's knowledge in all or part of the following general areas: subject areas; teaching techniques, educational psychology; understanding of the cultural, political, and social history of human learning.

#### 12.5.7 Applicants and Reports.

12.5.7.1 Applications for sabbatical leave shall be reviewed by the Sabbatical Leave Committee.

12.5.7.2 Applicants whose applications have been denied by the Committee shall be informed, in writing, of the reasons for denial. Annually, the Committee shall determine whether such applicants will be allowed two (2) weeks to revise such applications in accordance with Committee guidelines and to resubmit for reconsideration, if desired. Resubmitted applications for leaves approved by the Committee will be ranked and placed below applications approved initially.

12.5.7.3 Applications for sabbatical of either one (1) semester or (1) year shall not be carried over from one (1) application period to the next, but must be resubmitted for new consideration.

12.5.7.4 The Committee shall make a report to the Board which shall include a statement as to which applicants are recommended and in their order of priority, and, which applicants are not recommended. The criteria for each applicant shall include (a) the program proposed for sabbatical leave; (b) value to be received by students, college, and District; (c) number of years of service in the District and elapsed time since the previous sabbatical leave.

#### 12.5.8 Return from Sabbatical.

12.5.8.1 Each employee shall file with the Sabbatical Leave Committee within thirty (30) days after return to duty (October 1 for spring semester or full-year leaves, March 1 for fall leaves), (a) a transcript of work taken and grades earned; or, (b) a summary of his/her travel together with a statement of the educational benefits derived and any other evidence that he/she has met the objectives stated in the initial application.

12.5.8.2 An employee shall not be considered as having completed the requirements of sabbatical leave until the report has been approved by the committee and approved by the Chancellor and the Board. Failure to meet the requirements as approved by the Board may result in such Board action as is necessary to protect the interests of the District, including monetary sanctions.

12.5.8.3 The employee shall, unless he/she otherwise agrees, be reinstated in the position held at the time of granting of the sabbatical.

12.5.8.4 Employees granted a sabbatical leave are required to enter into a written agreement with the Board guaranteeing full-time service to the District for the equivalent of twice the period of the leave.

12.5.8.5 Both the Board and District shall be free from any liability for the payment of any compensation of damages provided by law for the death or injury of any employee of the District when the death or injury occurs while the employee is on any sabbatical leave.

12.5.8.6 District will forgive sabbatical leave service obligation if the faculty member dies while serving his/her sabbatical leave or prior to repaying service obligation to the District.

12.5.9 Sabbatical Leave Committee. Shall consist of the following:

12.5.9.1 A non-voting representative of the District administration shall act as the presiding officer.

12.5.9.2 Presidents of the colleges.

12.5.9.3 Deans of instruction or equivalents at the colleges.

12.5.9.4 A total of eight (8) faculty members, to serve two (2) year terms, selected/elected from faculty at each of the colleges proportional to the number of faculty at each college.

12.5.10 Grievability.

12.5.10.1 No grievance may be filed in regard to any decision of the Sabbatical Leave Committee other than for alleged procedural violation.

12.5.10.2 Where a procedural violation is alleged, the individual shall, within fifteen (15) work days of the time the individual knew or should have known of such violation, file a request for hearing with the United Faculty.

12.5.10.3 The United Faculty shall investigate the alleged violation, and within fifteen (15) work days of receipt, shall determine no violation occurred, or, shall file with the chairperson of the Sabbatical Leave Committee a request for hearing by the committee.

12.5.10.4 The Sabbatical Leave Committee shall consider the alleged violation and shall make the final and binding determination of the grievance and of the remedy to be applied, if applicable.

12.5.11 STRS Credit For Full Year Sabbaticals. Full-time service credit for sabbatical leave, after July 1, 1956, is available to employees on a full-year sabbatical leave. The teacher will make the same contribution to the State Teachers' Retirement System that would have been paid had he/she been a full-time teacher during that period and the District will make the contribution for the District and state costs.

12.5.11.1 To receive full-time service credit for the period of sabbatical leave as provided under Education Code Section 87767, payment shall be made as follows:

12.5.11.1.1 The teacher shall pay to the system additional contributions based on the compensation which is the difference between compensation earned and the compensation earnable during the period of sabbatical leave in the amount of the member's regular contribution rate as applied to such compensation; and,

12.5.11.1.2 The District shall pay to the system the correct amount of such compensation as employer and state cost of granting service credit.

12.5.11.2 Regular interest due on all contributions required under this procedure from the end of the school year during which sabbatical leave was taken until date of payment of such contributions shall be paid by the employee. If the teacher pays the required contribution under this procedure by June 30 of the year in which the leave was taken, there is no interest charge.

12.5.11.3 The State Teachers' Retirement System will inform County Schools Office and the District Payroll Department of the amount to be paid and the manner in which it is to be paid. Members will complete a deduction form provided by the Payroll Department authorizing payment of the extra contribution.

12.6 **INDUSTRIAL ACCIDENT AND ILLNESS LEAVE:** For accidents or illnesses that are job-incurred, unit members shall be provided leave benefits under the following provisions:

12.6.1 Allowable leave shall be sixty (60) days during which the colleges of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same accident.

12.6.2 Allowable leave shall not be accumulated from year to year.

12.6.3 Industrial accident or illness leave shall commence on the first (1st) day of absence.

12.6.4 When a faculty member is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 (commencing with Section 6100) of the Labor Code, will result in a payment to him/her of not more than his/her full salary.

The phrase, "full salary," as utilized in this section, shall be computed so that it shall not be less than the unit member's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.

12.6.5 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

- 12.6.6 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused industrial accident or illness leave due him/her for the same illness or injury.
- 12.6.7 Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided in Education Code Sections 87780, 87781 and 87786, and for the purposes of each of these sections his/her absence shall be deemed to have commenced on the date of termination for the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.
- 12.6.8 During any paid leave of absence, the unit member may endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary, and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to, and retained by, the employee for periods covered by such salary warrants.
- 12.6.9 Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California, unless the Governing Board authorizes travel outside the state.
- 12.6.10 When all available leaves of absence have been exhausted and the unit member is not medically able to return to all the duties of his/her prior assignment, the District shall provide first (1st) priority in assigning such a person into classes where his/her disability, in the discretion of the District, does not hinder the performance of the duties required of him/her if he/she is otherwise qualified. With mutual agreement with the unit member, the District may also assign an employee into a position that can reasonably accommodate his/her performance of duties required by the position, despite his/her disability, prior to the exhaustion of leave of absence.

12.7 **SICK LEAVE:**

12.7.1 Sick Leave Entitlement.

- 12.7.1.1 Sick leave entitlement of twelve (12) days a contract year shall be credited at the beginning of employment and at the start of each succeeding fiscal year (July 1) to full-time employees and shall accumulate from year to year. Fractional assignments shall receive proportionate leave entitlement.
- 12.7.1.2 Sick leave for hourly teaching ("C" and 'A/C' contract) shall be earned at the rate of one (1) hour for each nine (9) hours taught.
- 12.7.1.3 Sick leave for temporary, "C", or 'A/C' contract counseling shall be earned at the rate of one (1) day for each twenty (20) days service.



- 12.7.1.4 Sick leave for temporary, "C", or 'A/C' contract service in other categories shall be credited at the rate of one (1) day for each full-time calendar month.
- 12.7.2 All sick leave shall be accumulated into one (1) entitlement for each employee, and, all leave used shall be charged against the same account.
- 12.7.3 Sick leave shall be charged against the employee's entitlement at the rate of one (1) day or one (1) hour sick leave charged for each calendar day or hour absent, as applicable. Sick leave charged for partial day absences shall be computed according to the percentage of the week's assigned classes missed or the portion of the day's classes missed, whichever is the lesser amount. If office hours are missed, whether or not those hours are the faculty member's only assignment for the day, 1/8 (.125) of a day of sick leave shall be deducted for each office hour missed. District "Procedures For Calculating Sick Leave For Full Time Faculty" shall be used in calculating sick leave.
- 12.7.4 Employees must be in active employment or on paid leave to earn or use sick leave. Employees on extended illness leave are eligible to earn or use sick leave whether or not they have reported for work on the first (1st) day of the school year. Sick leave may be applied only on those days when the employee is required to report for duty but cannot do so because of illness or injury. Employees who become ill or who are injured, but who are not required to report, may not be charged sick leave credits.
- 12.7.5 Members of the unit quarantined by a public health officer because of the illness of another shall receive full pay and shall not have the absence charged against their accumulated sick leave.
- 12.7.6 Leave for maternity-related disability shall be in accordance with statutory requirements.
- 12.7.7 Credit for sick leave of absence need not be accrued prior to taking sick leave by the unit member, and, such leave may be taken at any time during the fiscal year, not to exceed the balance of the unit member's sick leave entitlement through June 30 of that fiscal year.
- 12.7.8 Any unit member who is on paid status while on sick leave, or other paid leave, shall continue to earn all leave benefits to which entitled if employed full-time. A unit member who is on other leaves of absence without pay shall retain all accumulated sick leave benefits, but shall not accrue any additional sick leave benefits during such periods of absence.
- 12.7.9 When a unit member has exhausted his/her sick leave benefits and is absent from work because of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment of the unit member, the unit member shall receive the difference, if any, between a substitute's salary, if hired, and his/her regular salary during the period of such absence to a maximum of five (5) school months within the regular college year.
- 12.7.10 Sick leave credit received by transfer from the previous employer of a new unit member shall be accepted pursuant to the provisions and limitations provided in the Education Code.

It shall be the responsibility of the unit member to notify the Chancellor's Office, in writing, of the name and address of the District by whom he/she was last employed and request credit for the accumulated leave of absence for illness or injury to which he/she is, or was, entitled at the time of separation.

12.7.11 All sick leave rights or accumulations shall be cancelled when a full-time unit member severs all official connection with the District as an employee, except that accumulated sick leave may be transferred to a subsequent employing District upon request pursuant to the provisions of the Education Code.

12.7.12 Proof of Illness

12.7.12.1 Any unit member utilizing sick leave benefits under provisions of this Article shall provide the administration with a signed absence report, and if absent five (5) or more consecutive duty days, shall provide the administration, upon request, with a statement verifying his/her fitness to return to duty.

12.7.12.2 The District may require a physician's statement for absences of less than five (5) days where a pattern of absence can be shown or where there is cause to believe there is abuse of leave. A doctor's statement will not be necessary unless the employee has been warned in advance. The United Faculty will be notified if a warning has been given.

12.7.13 When a unit member is separated prior to rendering a complete fiscal year of service, the sick leave entitlement for the partial year shall be granted at the rate of one and two-tenths (1.2) days for each month of completed service.

12.7.14 The Chancellor or President, after notification to United Faculty, may no more than once in any two-year period with regard to any one member, select a physician of District choice and expense to examine any unit member. The member shall be released from duties for all time required and there shall be no charge against the member's leave allowance during such visit or visits required for examination. Such examination shall be at reasonable times and places and under reasonable circumstances for the member and physician, and shall involve no more than one visit to any physician, office, clinic, or hospital, except as normally required to complete the examination. Examining physician reports, at District expense, shall be furnished the member. District assumes full and sole responsibility for any damages/expenses arising from operation of this section, and indemnifies and holds harmless United Faculty from loss, liability or obligation arising from operation of this section.

12.7.15 Donation of Sick Leave: The District shall allow unit members to donate sick leave to individual employees who have suffered long-term disabilities or illnesses. Donating unit members shall retain a thirty (30) day balance of sick leave after their donation and may donate no more than twenty-five (25) days of sick leave per year. The donation form is Appendix I.

12.8 **EDUCATIONAL CONFERENCE LEAVE:** The Chancellor or College President may grant to Regular and Contract I, II, and III members leave with pay to attend educational conferences and meetings which have as their purpose or theme programs which will improve the operation of the District, or, the ability of the employee to perform their duties more effectively.

12.9 **MILITARY LEAVE:** Unit member shall be granted military leave in accordance with State of California Education and Military and Veterans Codes upon submission of official orders.

12.10 **PARENTAL LEAVE:**

12.10.1 **Maternity Leave**

12.10.1.1 Members shall be granted a leave of absence from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. As stipulated in Education Code Section 87766 "The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician."

12.10.1.2 As stated in Education Code Section 87766, in the event of absence due to medical disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom, employee shall be entitled to utilize the available sick leave plan. The employee may also apply for coverage to the disability insurance carrier, according to its procedures.

12.10.1.3 After the member has exhausted the sick leave the member shall, upon written request submitted at least thirty (30) working days prior to the expiration of the plan, be placed on extended maternity leave for one additional semester. Extended maternity leave is provided without pay. The employee may also apply for coverage to the disability insurance carrier, according to its procedures.

12.10.1.4 The member shall have the option to choose leave without pay, instead of the sick leave plan. This may also be extended for one additional semester. The member must provide thirty (30) working days notice of the option.

12.10.1.5 Maternity leave beyond that provided for above may be requested and granted at the discretion of the governing board.

12.10.1.6 Members shall be eligible, at the member's request, for reduction in workload for the maximum of one semester after expiration of maternity leave. All provisions of Article 15 are to apply except that District concurrence shall not be required and the member must provide thirty (30) working days notice of the intention to reduce workload. The member must then return to full-time employment, unless further reduction in workload is requested by the member and granted by governing board.

12.10.2 **Paternity Leave**

The member shall be entitled to use Family Leave days per Section 12.11.1 and then be granted twelve (12) days of differential pay in the event of medical disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom (to the mother of the employee's child). The date on which the leave shall commence shall be determined by the employee and the physician caring for the mother of the employee's child. Such time must be within reasonable time before or after birth.

12.10.3 Adoptions When absence is necessary because of the adoption of a child, the member shall be entitled to use personal necessity leave seven (7) days and then be granted seven (7) days of differential pay.

12.11 **FAMILY LEAVE:**

12.11.1 In the event of absence required by sickness of a member of the immediate family, the employee shall be entitled to up to six (6) days of sick leave.

12.11.2 Unit members who have provided more than one (1) year of continuous full-time service may request and be provided up to four (4) months unpaid family leave within any 24-month period.

12.11.2.1 Family leave of absence may be taken due to the birth or adoption of a child or due to a serious illness of a child (natural, foster or adopted).

12.11.2.2 Family leave may be granted to care for a parent or spouse who is experiencing a serious health condition.

12.11.2.3 Employee may be asked to use other paid leave prior to being placed on unpaid leave status. (Refer also to FEHC Regulations.)

12.12 **RELIGIOUS OBSERVANCE LEAVE:** Temporary, contract and regular faculty may be granted a leave with pay for special religious observances of the employee's faith falling on a regular workday.

## ARTICLE 13

### NON-CREDIT INSTRUCTION

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- 13.1 **NON-CREDIT LIMIT:** Total District non-credit FTES shall not be greater than 1% of District credit FTES. Community service is not part of the 1%.
- 13.2 **NON-CREDIT INSTRUCTION LIMITS FOR FULL-TIME:** No full-time assignments shall include non-credit instruction, unless a RIF would follow due to a state mandate of credit classes being designated as non-credit classes. In such case an assignment of twenty-five in-class hours shall be considered a full instructional load. All contract I, II, or III or regular unit members teaching non-credit classes as part or all of teaching load shall be subject to all conditions of this Agreement as if the member were teaching credit classes.
- 13.3 **EXTRA-CONTRACTUAL:** All assignments except for those in Section 13.2 above are extra-contractual and the employees are members of the bargaining unit.
- 13.4 **SALARY RATE FOR NON-CREDIT CLASSES:** The hourly rate for non-credit classes shall be determined by Appendix B-2, Class I, Step 1.
- 13.5 **APPROVAL OF NON-CREDIT CLASSES:** All non-credit courses shall be approved through the normal instructional committees on campus. All non-credit instructors shall be hired as specified in Article 6.
- 13.6 **NON-CREDIT CLASS SIZE MAXIMUMS:** All non-credit class size maximums shall be established through the same procedure as for new credit courses.
- 13.7 **NO REOPENERS ON NON-CREDIT INSTRUCTION DURING CONTRACT TERM:** All items pertaining to non-credit instruction shall not be subject to re-openers for the duration of this Agreement

## ARTICLE 14

### EARLY RETIREMENT/PRE-RETIREMENT PLANS

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- 14.1 **EARLY RETIREMENT/EMERITUS FACULTY**: This is an incentive plan available an employee who has not elected to participate in the "Golden Handshake" Program, as set forth in 14.3, is over the age of fifty-five (55), is eligible for STRS or PERS benefits and is contracted to perform professional instructional and non-instructional services as identified in Article 7, Sections 2 and 3 of this Agreement for a maximum of five (5) years. Service under this contract must be completed within six (6) years of retirement.
- 14.1.1 Age Requirement. The employee must have reached the age of fifty-five (55) before participation.
- 14.1.2 Initiation of Request. Although the employee shall initiate the request, post-retirement employment contractual arrangements are made by mutual consent of the employee and the District before retirement.
- 14.1.3 Other Requirements. The employee must have been employed full-time in the Contra Costa Community College District for at least ten (10) years in a faculty position.
- 14.1.4 Workload. Employees who perform services under this plan shall be given the same consideration as regular employees in regard to class assignments, scheduling and class sizes (when applicable).
- 14.1.5 Salary. The employee shall receive the maximum compensation allowable to those concurrently receiving STRS benefits provided such services are performed to equal such compensation. The maximum compensation for each year will be the allowable STRS amount. Payment may be arranged by agreement between the retirant and the District.
- 14.1.6 Fringe Benefits. Insurance - Health and dental insurance eligibility shall be in accordance with Article 21, Benefits, Retiree Insurance.
- 14.1.7 Notification Dates. Any employee who is interested in participating in the plan shall notify the District no later than November 1.
- 14.1.8 The contract form shall be reviewed by the District and the United Faculty.
- 14.1.9 Whatever debits or credits that may appear on the Load Variance Reports shall, upon election and acceptance of retirements, be considered by all parties as reconciled in full.
- 14.1.10 Contract. Prior to entering the above-referenced program, the employee and his/her respective department shall design a Teaching Assignment Plan using the form in Appendix G that shall tentatively project the employee's instructional duties to be performed for the duration of his/her participation in this program. Consideration in the instructional design shall be given to:

- 14.1.10.1 The generation of FTES with respect to the assignment.
- 14.1.10.2 No retiree shall leave a course before that course has terminated. If the courses required for the two-year period cannot be divided equally, the courses required in the first year shall be greater than the courses required in the second year.
- 14.1.10.3 The summer session period is excluded unless it is with the approval of the United Faculty.
- 14.1.10.4 Extended day shall be used only with approval of the department involved.
- 14.1.10.5 The employee-retiree shall be given the opportunity to earn the maximum allowed by STRS/PERS in accordance with Section 14.1.5.
- 14.1.10.6 A retiree may choose to be compensated in one of the following ways:

- 1. The retiree will be paid the maximum allowed for the two-year period provided he/she teaches at least one-half of a two-year assignment in the first year and the remainder in the second year.

The minimum total hours necessary for a two-year assignment will be calculated by using the following formula:

$$\text{Weekly Hours} = \text{STRS Maximum X2} \div \frac{\text{Amount of Class VII Step 22 of Appdx. B}}{2 \text{ (semesters)} \times 15 \text{ (lecture load)}}$$

This value to be rounded to the next full hour.

$$\text{Minimum total hours} = \text{Weekly hours} \times 18 \text{ (rounded)}$$

- 2. The retiree will be compensated at an hourly rate. The hourly rate is calculated by using the following formula:

$$\text{Hourly Rate} = \text{STRS Maximum} \times 2 \div \text{Minimum total hours from above}$$

- 3. The parties are absolved of any load variance obligation pursuant to the foregoing to either the employee-retiree or his/her estate should the employee-retiree fail to complete the instructional design for this program.

- 14.1.10.7 The employee-retiree's continuation in the program is subject to the attainment of a satisfactory evaluation. Evaluation will occur in the first and fourth year for those not evaluated in the last three years, or evaluation will follow the regular cycle of the last evaluation as a regular faculty member. The evaluation year(s) will be written into the member's contract. Emeritus faculty may be terminated for those reasons listed in Education Code Section 87732. Any grievance arising from this process shall commence at the Chancellor's level. (Level 3)

14.1.11 Departmental Approval of and Changes to Emeritus Contracts

14.1.11.1 In seeking an emeritus faculty employee position, faculty must receive the approval of their departments. In reviewing emeritus faculty employee positions, departments must consider the impact on the department's FTE in absorbing the emeritus faculty employee. That means that if a department contemplates hiring a full-time replacement for the retiring faculty member, the department must have sufficient "C" contract sections in its program or the college must be willing to commit sufficient FTE to the department to both absorb the emeritus faculty employee and hire the new full-time faculty member. The department must meet other college/District-defined criteria for new hires. A department may also choose to grant an emeritus faculty employee position and not hire a full-time replacement.

14.1.11.2 No college will be penalized financially for granting emeritus faculty employee positions. If a department plans to add new sections to accommodate both a new hire and an emeritus employee, the plan must be approved by the college Box 2A committee.

14.1.11.3 Emeritus faculty may be assigned "C" contract courses at any of the District's sites to fulfill an emeritus faculty contract. Should there be insufficient "C" contract courses within the District during a particular semester, emeritus faculty will not be paid for that semester.

14.1.11.4 After the District and the emeritus faculty member have agreed on the emeritus faculty five (5) year contract, emeritus faculty are obligated to teach the course(s) offered by the college(s) during any given semester. Should the emeritus faculty member refuse to teach a course(s), for other than medical reasons, emeritus faculty shall not be paid for that course and the District is not obligated to extend the emeritus contract.

14.1.11.5 If an emeritus faculty contract is changed by the college after the initial agreement, the emeritus faculty member may refuse to teach a "C" contract section and have the agreement extended for up to one (1) year. However, the emeritus faculty member shall not receive payment for the courses(s) he/she refused to teach.

14.2 **PRE-RETIREMENT REDUCTION OF FACULTY EMPLOYEE ANNUAL WORKLOAD:** It shall be the policy of the District to permit the reduction of faculty employee workloads in accordance with the provisions of Education Code Sections 87483 and 22724 and the following regulations:

14.2.1 Age Requirement. The employee must have reached the age of fifty-five (55) before reduction in workload.

14.2.2 Initiation of Request. The option of reduced-load employment must be exercised at the request of the employee and by the mutual consent of the District.

14.2.3 Other Requirements. The employee must have been employed full-time in the Contra Costa Community College District for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.



14.2.4 Revocation of Reduced Workload Agreement. Revocation of the reduced workload agreement requires mutual consent of the District and the employee.

14.2.5 Workload. The minimum workload for reduced-load employment shall be the equivalent of one-half (1/2) of the annual full-time workload as defined elsewhere in this Agreement. Employees who teach under this plan shall be given the same consideration as regular employees in regard to class assignments, scheduling and class sizes.

Pre-retirement reduction in workload is limited to a period of five (5) years.

Employees who teach one-half (1/2) of a full-time workload shall be able to fulfill their annual assignment by teaching full-time for one (1) semester. One semester shall be one-half (1/2) of the service days of the academic year. Where semesters are unequal, a member may be required to serve one-half (1/2) to one (1) day more than the specified semester. The one-half (1/2) to one (1) day shall be served by the member in a way and at a place the member shall designate.

14.2.6 Salary and Fringe Benefits. The employee shall be paid a salary which is the pro-rata share of the salary which the employee would have earned had he or she not elected to exercise the option of reduced workload. The employee shall retain all other rights and benefits enjoyed by full-time members of the unit.

14.2.7 STRS. The employee shall receive retirement credit as if he/she were employed on a full-time basis. Both employee and the District shall contribute to the STRS the amount that would have been contributed if the member were employed on a full-time basis.

14.2.8 Notification Dates. An employee requesting participation in, or revocation of, the reduced workload agreement must apply by February 15, for the following academic year or by September 15 for the following spring semester.

14.2.9 Contract. Mutual consent to the conditions noted above must be reached by March 15 for the following academic year, or by November 1 for the following spring semester.

14.2.10 Change of Assignment. Mutual consent for a change in work year assignment must be reached by March 15 for the following academic year, or by November 1 for the following spring.

14.3 **GOLDEN HANDSHAKE:** The parties will reopen negotiations if the state passes a “Golden Handshake” retirement provision for faculty during the term of this agreement.

14.4 **ADDITIONAL EARLY RETIREMENT ELIGIBILITY:** Unit members may also apply for early retirement if they have twenty-five (25) years of credited service and have reached age 50 pursuant to applicable STRS regulations and legal requirements. Retiree fringe benefits will only be provided under the applicable contract provisions.

## ARTICLE 15

### REDUCED LOAD

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- 15.1 **ELIGIBILITY:** Any full-time regular employee is eligible for, and may request, a reduction in workload. This may be a temporary or permanent arrangement.
- 15.2 **INITIATION OF REQUEST:** The reduced workload request is initiated by the employee and must be forwarded through channels for action by the Board.
- 15.3 **WORKLOAD:** The minimum workload shall be one-half (1/2) of the annual full-time workload as defined in Article 7 in this Agreement. Employees who serve under this plan shall be given the same consideration as regular employees in regard to class assignments, scheduling and class sizes. Employees who select one-half (1/2) of a full-time workload may fulfill their assignment in one (1) semester. Employees shall meet contractual obligations other than teaching in proportion to the load worked.
- 15.3.1 **Salary.** Salary shall be in direct proportion to workload and may, with agreement of District, be pro-rated over twelve (12) months.
- 15.3.2 **Fringe Benefits.** The employee on reduced workload shall retain all rights and benefits of a full-time employee, including all fringe benefits.
- 15.3.3 **STRS.** The employee and the District shall make contributions to the STRS in proportion to the load worked, and the employee shall receive proportionate service credit.
- 15.3.4 **Modification.** Requests for modification of the reduced workload must be approved by the Board.
- 15.3.5 **Sabbatical Leave Qualifications.** To qualify for a sabbatical leave, the last two (2) years of the requisite six (6) years of full-time service must directly precede the year of the employee's proposed sabbatical leave.
- 15.3.6 **Notification Dates.** An employee requesting participation in this reduced load option must apply for consideration by January 15 for the following academic year or by September 15 for the following spring semester.
- 15.3.7 **Contract.** Mutual consent to the conditions noted above must be reached for the following academic year by May 1, or by December 1 for the following spring semester.

## ARTICLE 16

### TRANSFER AND REASSIGNMENT

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#### 16.1 **VOLUNTARY TRANSFER:**

16.1.1 Any regular or contract unit member may request transfer from one department to another, within the same college, when his/her education, training, experience and abilities coincide with the requirements for a vacant position.

16.1.1.1 Within a week of a Box 2A meeting in which positions are authorized, management will inform all full-time faculty of openings within the college. Regular and contract faculty will then have five (5) working days to request an internal transfer.

16.1.1.2 The receiving department may elect to accept the regular or contract employee by a vote taken in accordance with the department/sub-area/division bylaws. If the receiving department votes to accept the unit member, the transfer will be permitted with the stipulations outlined in Article 16.1.4.

16.1.1.3 If the receiving department elects not to accept the transfer, and to continue with the hiring process, the unit member requesting transfer will be treated in the same manner as a unit member requesting an intercollege transfer.

16.1.2 Any regular or contract unit member may request a transfer from one (1) college to another where his/her training, experience and abilities coincide with the requirements of a vacant position.

Any regular or contract unit member requesting a voluntary transfer to such vacant position shall participate in the full interviewing process, and he/she shall have his/her application forwarded to management from the interviewing team in addition to those applicants recommended through Section 6.4.3

16.1.3 District is under no obligation to select from among applicants on the basis of in-District seniority. All applicants, internal or external, are considered to be clearly in competition.

16.1.4 Any unit member accepted by another college or department will be permitted to make the transfer when a suitable replacement is found. Any such transfer shall be considered permanent.

#### 16.2 **INVOLUNTARY TRANSFER:**

16.2.1 Where the District finds it necessary to transfer an employee from one (1) college to another, qualified volunteers will be sought. The volunteer with the greatest seniority shall be transferred. Where there are no qualified volunteers, the transferee shall be the qualified person, based on District needs, with the least seniority.

16.2.2 Transferees involuntarily transferred from one (1) college to another to meet District needs shall be returned to the original college, upon request, to fill a vacancy which occurs for which the transferee is deemed qualified.

16.2.3 Where an individual has been involuntarily transferred and within a one (1) year period such employee is to be involuntarily transferred a second time, the United Faculty shall be notified, for consultation purposes, prior to the second involuntary transfer occurring.

Involuntary or voluntary transfers should occur only between the two campuses in which one campus is declared overstaffed and the other is declared understaffed.

16.2.4 An individual who has been involuntarily transferred shall retain seniority rights with respect to the original campus, if there is in subsequent years a request for a voluntary transfer to the third institution.

16.3 **REASSIGNMENT:**

16.3.1 Faculty displaced by a program review process (District-wide process whereby management recommends future staffing needs) that culminates in an elimination or reduction of a given program may displace faculty with less District-wide seniority, based on the District FSA policy and AB 1725.

16.3.2 Program review process will determine reassignment feasibility based upon established program need.

Where reassignment is possible, the affected faculty member (a regular or contract faculty member not subject to layoff, who because of program review must be reassigned) shall present his/her qualifications to the District FSA Committee.

16.3.3 Members being reassigned, in accordance with this article, into teaching areas from non-teaching areas, or, into non-teaching areas from teaching areas will follow the same procedure as specified in the District FSA policy and AB 1725.

16.3.4 Reassignment Procedure.

16.3.4.1 Before reassignment is necessary, efforts must first be made at the campus level to provide a full load on that campus for all regular and contract faculty.

16.3.4.2 Under most circumstances, new assignments would be planned at least one (1) semester in advance. Such efforts would involve the appropriate dean, the affected faculty member, and appropriate instructional or service unit (department and/or division) in review of the various alternatives for change in assignment in order to obtain a full load.

16.3.4.3 Reassignment at this point will be the result of mutual agreement between the affected faculty member and the appropriate dean.

16.3.4.4 Reassignment matters not resolved at the campus level will be referred to the District FSA Committee.

#### 16.4 **STRUCTURE FOR FACULTY SERVICE AREAS (FSAS):**

Generally, Faculty Service Areas will be those included in the Disciplines List as adopted by the Board of Governors, including subsequent revisions.

16.4.1 The following criteria establish competency in an FSA. The faculty member is competent if he or she meets minimum qualifications for the discipline(s) and:

16.4.1.1 has taught at least one semester/quarter credit course during two different semesters/quarters at an accredited college/university in the discipline of the FSA; or has performed the duties at least 20% of the hours per week indicated for a full load in assignments described in Article 7 of the District/United Faculty Agreement (for example: counseling - 6 hours/week, librarians/learning resource assignment - 7, school nurse - 7, tutoring coordinator - 6, learning specialist - 7), at least two different semesters/quarters at an accredited college/university;

OR

16.4.1.2 has completed the equivalent of 15 semester units of upper division and/or graduate level course work in the discipline;

OR

16.4.1.3 possesses a valid Subject Matter Area Credential; i.e., is eligible to teach those subjects listed on the credential or in the "GUIDE TO SUBJECT MATTER AREAS FOR COMMUNITY COLLEGE CREDENTIALS," September 1974 (or subsequent revision), and any certificate or license required in the discipline;

OR

16.4.1.4 in vocational areas has the combination of degree and work experience as stipulated in the Disciplines List, and submits evidence of occupational proficiency based upon at least two years of recent work experience, calculated either consecutively or cumulatively, which is directly related to the occupation to be taught or upon evidence of equivalent proficiency. (California State Plan For Vocational Education.)

16.4.2 **Retraining.** A faculty member who is subject to a RIF may elect the retraining option described below. A faculty member is said to be subject to a RIF when not enough assignable FTE exists within the District to provide him or her with a full faculty assignment, and when the faculty member has received a March 15 layoff notice for all or part of a contract position. "Assignable FTE" is defined as scheduled duties which the faculty member is eligible to assume by virtue of one or more FSAs assigned to him or her prior to a RIF and which are either unassigned, assigned to "AC" or "C" contract staff, or are assigned to less senior "A" contract staff.

16.4.2.1 A faculty member who is subject to a RIF shall be given up to 39 months to become eligible for an additional FSA. Retraining for the additional FSA shall occur in a discipline that is agreed to by the faculty member and the District FSA Committee comprised of the United Faculty President and Vice Presidents, Academic Senate Presidents, College

Presidents, the Vice Chancellor for Human Resources and one Instructional Dean appointed by each College President. In the event that a vote becomes necessary, a tie vote shall be deemed a majority vote. When the additional FSA is awarded, the faculty member shall be assigned to available duties within it, except that no full-time member of the faculty shall be replaced for all or any part of an "A" contract assignment by a RIFed and retrained faculty member. For the purposes of assigning a RIFed and retrained faculty member into duties governed by an additional FSA, "assignable FTE" is limited to duties which are either scheduled but unassigned or scheduled and assigned to "AC" or "C" contract staff. However, during the time agreed to for retraining, the District will not fill an authorized position in the retraining FSA if the filling of that position will result in reducing the "AC" and "C" contract assignments available in the retraining FSA to less than 1.5 FTE district wide.

A faculty member who is RIFed for less than a full assignment and who accepts the remaining portion of the assignment with the District shall be paid at the "A" contract rate for that part of a full assignment which he or she retains.

A faculty member who is RIFed for less than a full assignment and who elects the retraining option shall retain full employee fringe benefits for the duration of the training period defined and agreed to with the committee. A faculty member who has no faculty assignment may elect to continue on the District benefit plans, with carrier approval, at his or her own expense during the retraining period.

16.4.2.2 A faculty member who may be subject to a future RIF as a result of a program declared to be "in trouble" through the District program review process and procedures and who has no other possible assignment in the District may elect to meet with the District FSA Committee to determine the most appropriate FSA for which to retrain.

16.4.2.3 A faculty member electing to retrain under A or B above will be deemed to have met the equivalent of the minimum qualifications in a discipline when he or she has completed the subject matter course work ordinarily required for a qualifying degree, or otherwise met the requirements for occupational experience.

16.4.3 Anyone proposing the establishment of an FSA that cannot be determined by reference to the Disciplines List shall provide evidence of the need for the FSA to the College Review Team, consisting of one Faculty Senate and one United Faculty representative and up to two instructional managers, the College Instruction/Curriculum Committee and District FSA Committee along with recommendations for minimum qualifications.

When a College Review Team cannot determine an FSA reference to the Disciplines List adopted and amended by the Board of Governors, the Team shall request that the District FSA Committee be convened to determine the need for establishing a new FSA. The District FSA Committee shall recommend the addition of the new FSA to the Governing Board. When a new FSA is established, competency criteria described in 16.4.3.1 above shall apply.

16.4.4 Initial Assignment for Faculty

16.4.4.1 New-hire faculty shall be assigned to FSA(s) by College Review Teams at the time of selection for employment.

16.4.4.2 Approved FSA assignments shall be forwarded to the Chancellor and submitted to the Governing Board for approval.

16.4.5 Process for Adding FSA(s)

16.4.5.1 Faculty wishing to add FSA(s) shall apply to the Vice Chancellor of Human Resources by November 1. The form is in Appendix L.

16.4.5.2 Within five working days the Vice Chancellor of Human Resources shall forward applications to the appropriate College Review Team.

16.4.5.3 College Review Teams shall forward their recommendations to the Vice Chancellor of Human Resources by February 1. See appeal process.

16.4.5.4 The Vice Chancellor of Human Resources shall notify faculty of College Review Team decisions by February 15.

16.4.5.5 Approved FSA assignment shall be forwarded to the Chancellor and submitted to the Governing Board for approval.

16.4.6 Appeal Process for Denied FSA Assignments

16.4.6.1 Faculty whose application for additional FSA(s) are denied by College Review Teams shall submit an appeal to the Vice Chancellor of Human Resources within five working days after receiving notification of such denial.

16.4.6.2 The Vice Chancellor of Human Resources shall convene a meeting of the District FSA Committee to review appeals and to resolve disputes by no later than March 15.

16.4.6.3 The Vice Chancellor of Human Resources shall notify applicants regarding FSA Committee decision within five working days.

16.4.6.4 Recommended FSA assignments shall be forwarded to the Chancellor and submitted to the Governing Board for approval.

16.4.6.5 Faculty who allege that they have been improperly denied an FSA may invoke the grievance procedure in Article 19 of the District/United Faculty Agreement.

16.4.7 Compensation

Faculty participating in the assignment of FSAs shall be compensated at the AB 1725 rate.

16.4.8 Permanent Record

A record of the Faculty Service Areas(s) for which each faculty has been approved by the Governing Board shall be maintained in the faculty member's personnel file.

16.5 **DISTRICT FSA COMMITTEE RESPONSIBILITIES AND GUIDELINES:** In all cases referred from the campus level, the district shall

16.5.1 make a recommendation for placement based on institutional needs and the faculty members' academic and/or professional experience.

16.5.2 follow the District FSA policy and AB 1725.

16.5.3 follow the developed appeal procedure.

16.5.4 verify all academic and professional experience.

16.5.5 verify retraining.

16.6 **ADDITIONAL FSA PROCEDURES:**

The purpose of this section is to clarify the FSA policy adopted by the Contra Costa Community College District Board of Trustees on December 19, 1990. It is not intended to alter the policy or to conflict with the United Faculty/CCCCD Agreement in any way.

16.6.1 Regarding procedures for assignment of FSAs: only college FSA Review Teams, or when necessary, the three College Review Teams plus the Vice Chancellor of Human Resources, or the District FSA Committee shall assign faculty and academic managers to FSAs.

16.6.2 Since there exists wide variation in the rights and limitations of teaching credentials granted over the years, College Review Teams are directed to read the terms of each credential carefully to identify specific authorization granted.

16.6.3 Faculty (includes full-time faculty and academic managers) must hold a valid credential which authorizes teaching in a minor at the community college level in order to be awarded an FSA in the minor field.

16.6.4 Faculty who possess minors for Community College instructor Credentials (24 units, 12 or which must be upper division or graduate level) or minors for other credentials, as allowed by the terms of the credential, shall be deemed to be minimally qualified and competent (using criteria in Faculty Service Area Assignment Documentation (FSAAD), box 3, "possesses a valid credential in the subject matter area; i.e., is eligible to teach those subjects listed on the credential...") [Appendix L] for assignment to an FSA. All minors for Community College Instructor Credentials must be Board authorized to be valid.

16.6.5 Faculty applying for an FSA in a minor field as authorized by a valid Community College Instructor Credential shall complete the Board approval form (See Appendix L) and submit it with an FSA Application if they have not previously received Board approval.

16.6.6 The competency in box 3 of the FSAAD form requirement may be satisfied by any credential which identifies specific teaching areas.



- 16.6.7 Faculty holding general secondary or life diplomas which do not list specific subject matter areas shall meet competency according to box 1 of the FSAAD, i.e., having taught in the FSA, or according to box 2 of the FSAAD, i.e., having completed the equivalent of 15 semester units of upper division and/or graduate level course work in the discipline.
- 16.6.8 The District shall establish an FSA in each foreign language taught in the District. Minimum qualifications shall be those listed in the most recent version of "Minimum Qualifications for Faculty and Administrators in California Community Colleges," published by the Chancellor's Office, California Community Colleges. Competency criteria as described in section 1 of the District FSA Policy shall apply.
- 16.6.9 FSAs may be granted in disciplines not currently used in the District, with the exception of "Interdisciplinary Studies," which shall not be used as an FSA. Faculty claiming minimum qualification in a discipline through an interdisciplinary preparation, e.g., Social Science, Humanities, Ethnic Studies, Women's Studies, Ecology, Geography, Gerontology shall be evaluated in one of two ways:
- 16.6.9.1 Those holding a credential which authorizes teaching at the community college level in a minor field:
- If they have taught the course previously, they shall be awarded the FSA.
- If they have not taught the course previously, the College Review Team shall compare their qualifications to those of others in the FSA and shall grant or deny the FSA assignment if consensus is reached. In the event that consensus is not reached, the combined college review teams and the Vice Chancellor of Human Resources shall review the applicant's qualifications and shall grant or deny the FSA assignment.
- 16.6.9.2 Those who do not hold a valid credential but who qualify under the minimum qualification (adopted July 1, 1990):
- Applications shall be reviewed by the combined College Review Teams and the Vice Chancellor of Human Resources.
- 16.6.10 College Review Teams shall notify faculty of the need for additional information to verify satisfaction of minimum qualifications or competency criteria and/or shall request verification of district teaching experience from the appropriate college or district office. Verification of teaching experience outside of the district must be provided by the applicant. Responses from faculty or the District shall be due to the College Review Teams no later than mid-January.
- 16.6.11 Limited service credentials and non-renewable credentials shall not satisfy minimum qualifications for an FSA in a discipline.
- 16.6.12 The College Review Teams shall grant or deny FSA applications from faculty claiming equivalency of minimum qualifications if consensus is reached. In the event that consensus is not reached, the combined College Review Teams and the Vice Chancellor of Human Resources shall review the applicant's qualifications and shall grant or deny the FSA assignment.

# ARTICLE 17

## EVALUATION OF FACULTY

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- 17.1 **REGULAR/PROBATIONARY EVALUATIONS:** All regular and probationary unit members shall be evaluated according to Appendix X.
- 17.2 **PART-TIME EVALUATIONS:** All temporary (part-time) unit members shall be evaluated according to Appendix X
- 17.3 **MANAGEMENT INITIATED EVALUATION:** If management believes substantial evidence exists that a faculty member is in violation of Education Code 87732, management, with the consent of the college president, may conduct an evaluation of the faculty member. Such a decision shall be at the sole discretion of management. Management agrees that prior to conducting a management initiated evaluation, the faculty member being evaluated and the United Faculty shall be given: 1) all evidence or complaints which lead to the evaluation, 2) a description of the alleged violation of Ed Code 87732, 3) the time line including completion date, and a description of all procedures to be used in the evaluation. Once the notification has been given, management must give the faculty member twenty-four (24) hour notice of any classroom observation that is to occur.
- 17.4 **PART-TIME ADMINISTRATION OF JUSTICE FACULTY:** Part-time faculty in the Administration of Justice Program at Los Medanos College will not be evaluated according to the process in Appendix X. The Administration of Justice part-time faculty will continue to be evaluated according to the existing process, which meets POST requirements.
- 17.5 **MANAGEMENT INVOLVEMENT IN EVALUATION OF PROBATIONARY FACULTY:** The "Evaluation of Probationary Faculty" (Appendix X) process will be amended to allow one of the following academic managers to participate on the Tenure Review Committee: immediate supervisor of the probationary faculty member or his/her immediate supervisor. For faculty assigned to the San Ramon Valley Center, the Director of SRVC may participate as the manager on the Tenure Review Committee.
- 17.6 **EVALUATION OF FACULTY HIRED MID-YEAR:** All full-time faculty hired to begin service mid-year (that is, in a spring semester) shall be evaluated during the second, third, fourth, sixth, and eighth semesters of service. All other conditions of the faculty evaluation policy shall remain unchanged.

# ARTICLE 18

## PERSONNEL FILES

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18.1 **ONE OFFICIAL PERSONNEL FILE:** There shall be one (1) official personnel file for each employee maintained at the employee's assigned campus or District Administrative Office.

18.2 **ADDITION OF DEROGATORY MATERIAL:** No adverse action shall be initiated against a unit member based upon written material that is not contained within the official personnel file unless otherwise required by law. Such materials shall have been placed in the personnel file on or about the time giving rise to the incident, or, on or about the time the materials became known to the District to cause the adverse action to take place.

If any derogatory recorded or written reports or communications are to be placed in a unit member's file, the member shall be notified. The following procedure will be followed:

18.2.1 If the material results from a proceeding where the employee had the right to respond, testify, and confront witnesses, then the material may be placed in the file.

18.2.2 In other circumstances, the District will make an independent investigation before placing such material in the file.

18.2.3 An employee placed on administrative leave shall receive a letter (and have such letter placed in the personnel file) that outlines the reasons for the administrative leave.

18.3 **FACULTY NOTIFICATION OF ADDITION:** Unit members shall be given the opportunity to comment on the content of written materials before it is permanently placed in the unit member's official personnel file. A copy of the written material shall be stamped with the following statement and forwarded to the employee:

Date

You are notified that at the end of ten (10) faculty service days from the above date, this will be placed in your personnel file. You have the right within fifteen (15) faculty service days from the above date to provide any written comments and have them attached to the copy of this letter in your file.

Signed

18.4 **COPIES OF DEROGATORY MATERIAL:** In any adverse action against a unit member, a (one) copy of derogatory material to be used in such action shall, without cost, be furnished the member. Any other copy made or requested from the official file shall be at cost.

18.5 **MATERIAL MUST BE SIGNED AND DATED:** Derogatory material placed in the official personnel file shall be signed and dated by the individual responsible, and, signed and dated by the employee on the date reviewed, or, in accordance with Section 18.3, above.

- 18.6 **SIGNATURE OF EMPLOYEE:** Signature of the employee on any derogatory material shall be deemed solely for the purpose of verification that the employee has seen and reviewed the material, not that it is deemed agreement with the contents or materials.
- 18.7 **FILE REVIEW:**
- 18.7.1 Review of information of a derogatory nature shall be during normal business hours and the employee shall be released from duty for this purpose without salary reduction.
  - 18.7.2 A unit member shall have the right during the member's non-working hours to examine all materials (except those obtained prior to employment, those prepared by identifiable examination committee members, or, those obtained in connection with promotional examinations) contained within the official personnel file.
  - 18.7.3 A unit member may, in writing, authorize a representative to have access to, and to review, the member's official personnel file. The United Faculty agrees it shall indemnify and save the District harmless from any and all claims, demands, suits or any other actions arising from such access or review.
  - 18.7.4 All reviews shall be done in the presence of a management employee, or designee, who shall be positioned in a manner ensuring confidentiality and security of the file.
- 18.8 **GUARANTEE OF CONFIDENTIALITY:** The official personnel files are confidential and shall be stored and maintained in a manner which provides such confidentiality. Such files, to ensure confidentiality, are available for review only to authorized District personnel, and, other persons having a legal right to review. Personnel files shall be available to the member for inspection during normal working hours and with reasonable notice to the Vice Chancellor of Human Resources and Organizational Development or designee.
- 18.9 **NO ANONYMOUS MATERIAL:** No anonymous material shall become a part of a member's personnel file without the consent of the employee.
- 18.10 **REQUESTED REMOVAL OF MATERIAL:** The member may request the removal or correction of materials, except those related to evaluation, which are no longer timely or relevant. Within ten (10) working days, the president of the college shall grant or deny such a request, in writing. If denied, the request and denial shall become part of the personnel file.

## ARTICLE 19

### GRIEVANCE PROCEDURE

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19.0 **PURPOSE:** To provide an orderly procedure for reviewing and resolving grievances promptly. For alleged violations of District policy, refer to District Complaint Policy.

19.1 **DEFINITIONS:**

19.1.1 **Grievance:** A formal written allegation by a grievant that the grievant has been adversely affected by a violation of a specific article, section or provision of this Agreement.

"Grievance," as defined in this Agreement, shall be brought only through this procedure.

19.1.2 **Grievant:** Any member of the bargaining unit covered by the terms of this Agreement. The United Faculty may bring grievance, itself, when an alleged violation of this Agreement has occurred but no specific member of the unit has been aggrieved.

19.1.3 **Day:** A "day" (for purposes of this Grievance Article) is any day in which the central administrative office of the Contra Costa Community College District is open for business.

19.1.4 **Immediate Supervisor:** The immediate supervisor is the first (1st) District-designated supervisor or manager not within the same bargaining unit having immediate jurisdiction over the grievant.

19.2 **TIME LIMITS:**

19.2.1 Grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this grievance procedure relative to the grievance in question.

19.2.2 District failure to respond within established time limits at any step entitles the grievant to proceed to the next step.

19.2.3 Time is of the essence in all processing of grievances.

19.2.4 Timeline for filing begins with date of act or occurrence giving rise to the grievance or date the United Faculty or grievant could reasonably have known of the act or occurrence.

19.3 **OTHER PROVISIONS:**

19.3.1 **Member Legal Rights:** Nothing contained herein shall deny to any member his/her rights under state or federal constitutions and laws. No probationary member may use this grievance procedure in any way to appeal discharge or a decision by the Board not to renew his/her contract. No tenured member shall use this grievance

procedure to dispute any action of the Board that complies with state law. No member shall use this grievance procedure to appeal any decision of the Board or the Administration if such decision is applicable to a state or federal regulatory commission or agency.

19.3.2 United Faculty Representative: The grievant may be represented by a designee of the United Faculty at any step of this grievance procedure. Neither the Board nor its representatives shall meet with any person acting as the representative of any employee group other than the United Faculty on matters subject to this grievance procedure. The District shall submit to the United Faculty copies of any formal written grievance within two (2) days of its filing.

19.3.3 Grievance Processing – Limits: Any grievance or alleged grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall be processed under this grievance procedure. Any grievance that arose prior to the effective date of this Agreement shall not be processed under this procedure. Any grievance or alleged grievance which occurred or is alleged to have occurred more than twenty (20) days prior to submission at Level I with the college president, or designee shall not be processed by the District.

#### 19.4 **PROCEDURAL STEPS:**

##### 19.4.1 Level I:

19.4.1.1 Within twenty (20) days of the time an alleged grievance is said to have occurred, the grievant shall submit the grievance on the appropriate form (Appendix C attached) to the college president or designee. The employee shall have discussed the grievance informally with the College President or designee within the twenty (20) days.

19.4.1.2 The college president, or his/her designee, shall communicate the decision to the grievant, in writing, within fifteen (15) days of receiving the appeal grievance. Either the grievant, the college president, or his/her designee, may request a personal conference within the above time limits. Any meeting shall be by mutual agreement.

##### 19.4.2 Level II:

19.4.2.1 If the grievant is not satisfied with the decision at Level I, he/she may appeal the decision, in writing, within fifteen (15) days to the Chancellor, or designee.

19.4.2.2 The appeal shall include a copy of the original grievance and appeal with the decisions rendered, and, the reasons for the appeal.

19.4.2.3 The Chancellor, or designee, shall communicate the decision, in writing, to the grievant within fifteen (15) days. Either the grievant, the Chancellor (or designee) may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

19.4.3 Level III:

- 19.4.3.1 In the event the grievant is not satisfied with the decision at Level II, he/she may, but only with the concurrence and participation of the United Faculty, within fifteen (15) days, give written notice to the Chancellor demanding a "Fact-Finding Panel" be formed.
- 19.4.3.2 The grievant may with or without concurrence of the United Faculty, appeal the Chancellor's decision direct to "Level IV, Board" bypassing this level as optional on any grievance.
- 19.4.3.3 Where the grievant and the United Faculty demand a "Fact-Finding Panel," it shall be formed to consider the grievance and render a decision. The procedure shall be as follows:
- 19.4.3.3.1 Within five (5) days after the receipt of the written request, District and United Faculty shall each select one (1) person to serve as a member of the panel.
- 19.4.3.3.2 Within five (5) days the selected panel members shall communicate to select a mutually agreeable third (3rd) panel member who shall be neutral and impartial and shall serve as chairperson of the panel.
- 19.4.3.3.3 In the event that a mutually agreeable chairperson cannot be agreed upon within three (3) days, the panelist shall be selected by reverse striking from a list of five (5) certified panelists supplied by the American Arbitration Association, the California State Conciliatory Service, or the Federal Mediation and Conciliation Service.
- 19.4.3.3.4 Panel chairperson expenses, including any per diem fees, actual and necessary travel, and subsistence expense, and other fees and expenses shall be shared equally by the parties. Other expenses shall be borne by the party incurring them except as noted in seven (7) below. Neither party shall be responsible for the expenses or witnesses called by the other.
- 19.4.3.3.5 The panel shall, within ten (10) days after its appointment, schedule a hearing with the parties or their representatives, either jointly or separately, and make inquiries and investigations, hold hearings, or, take such other steps as the chairperson deems appropriate to determine a resolution recommendation.
- 19.4.3.3.6 The panel shall submit its decision, in writing, regarding the grievance in question to the United Faculty and the Governing Board.
- 19.4.3.3.7 The recommendation(s) shall automatically become binding on the parties unless within twenty (20) working days of its receipt at the District office or at the next regular Board meeting (whichever is later) the Board rejects or alters all or

any part of the recommendation(s). In the event the Governing Board rejects or alters all or any part of the recommendation(s), the Board shall submit its decision in writing within five (5) days of the Board's action to reject or alter the recommendation and pay all expenses that would have been equally shared. This procedure shall apply only if the grievance concerns Article 6, except 6.6, retired employees claim for benefits, and termination of temporary employees.

If any other portion of the contract is grieved, the recommendation(s) shall automatically become binding on the parties. In this case, each party will pay its own expenses and the losing party will pay the cost of the third panel member, the panel chairperson.

19.4.3.3.8 In any event, the "Fact-Finding" panel shall have no power to:

19.4.3.3.8.1 add to, subtract from, discard, alter or modify any of the terms of this agreement;

19.4.3.3.8.2 establish, alter, modify or change the salary structure;

19.4.3.3.8.3 rule on any claim or complaint for which there is another remedial procedure or course established by law, or by regulation having the force of law, and teacher evaluation results; and

19.4.3.3.8.4 change any procedure, policy or rule of the Board, nor, to substitute their judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or action taken by the Board.

19.4.4 Level IV - Board of Trustees:

19.4.4.1 Without Optional Fact-Finding:

19.4.4.1.1 In the event the grievant is not satisfied with the decision at Level II (Chancellor), the decision may be appealed to the Board of Trustees within fifteen (15) days.

19.4.4.1.2 In order to be processed or considered, this appeal shall include copies of the original grievance and all appeals, written copies of all decisions rendered, a statement of the reason for an appeal, and, the specific remedy sought.

19.4.4.1.3 The Board shall set for its next regular meeting after receipt, providing a minimum of five (5) work days elapses from receipt until the Board meeting, a hearing on the grievance. Such hearing shall be either public or in



executive session in accordance with the grievant's request.

19.4.4.1.4 The Board shall, within fifteen (15) days of its hearing, submit its decision on the grievance in writing.

19.4.4.2 Where a Fact-finding Panel was Appointed. The procedures in 19.4.3.3.7 will apply regarding processing the fact finders' decision.

## ARTICLE 20

### SALARY

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- 20.1 **SALARY**: Faculty salaries shall be stated in the salary schedules attached hereto as Appendix B.
- 20.2 **STEP INCREMENTS**: District will provide salary step increments to all employees who attain eligibility during the term of this agreement.
- 20.3 **TEMPORARY (PART-TIME) EMPLOYEE STEP INCREMENTS**: For service after July 1, 1980, temporary (part-time) unit members shall be advanced on the salary schedule applicable one (1) year for each year of accumulated in-District experience. A year of accumulated experience is equal to the number of assigned hours which would have been assigned as a full-time load if the part-time employee was a contract or regular employee in the appropriate area. Summer session hours are not calculated toward eligibility experience.
- 20.3.1 Affected employees shall notify the District of claimed eligibility for step increment increase on the District application form.
- 20.3.2 District shall review and act upon such applications so that step increase shall occur in the semester immediately following the new step attainment.
- 20.4 **SALARY PROVISIONS**:
- 20.4.1 Contract, Regular, and Full-Time Temporary Faculty Salary Schedule Rules and Regulations:
- 20.4.1.1 Faculty Salary Schedule: The current salary schedule for contract and regular faculty personnel is included in Appendix B.
- 20.4.1.2 Classification Plan for Contract and Regular Faculty: Instructors, counselors, librarians, nurses and faculty assigned to other faculty services employed on an annual basis by action of the Governing Board will be placed on the salary schedule and assigned to one of the seven (7) classes in accordance with the classification plan included in the Appendix.
- 20.4.1.3 Original Class Placement: Proper salary class/step placement is a joint responsibility of the employee and the District. All employees are to review their salary placements at least annually and should they believe that they are improperly placed on the salary schedule, they are to immediately bring this information to the attention of the District. New hires will receive written notification of their payroll classification within ten (10) working days following Board approval of employment. Class placement is based on the following.
- 20.4.1.3.1 A faculty member is placed in Classes I through VII depending upon degrees, and or/ number academic units over and above degree(s).

20.4.1.3.2 Degrees must have been granted by a college or university accredited by a recognized accrediting agency and acceptable to the Board of Governors of the California Community Colleges.

20.4.1.3.3 Academic units above a degree will be units granted by a fully accredited college or university. Units earned in college level U.S.A.F.I. courses may be used. Units from non-accredited colleges and universities will be evaluated as follows: (1) any work from an institution which is in the correspondent stage will not be accepted; (2) work from any institution which is in candidacy stage will be accepted from the date of candidacy only; and, (3) after accreditation has been granted an institution, work will be accepted for the three (3) years prior to accreditation.

20.4.1.3.4 Degrees and academic units must be verified by original transcripts or grade reports to which the college seal or registrar's signature has been attached.

20.4.1.3.5 Teaching credentials must be submitted for recording in the personnel file.

20.4.1.4 Original Step Placement: Proper salary class/step placement is a joint responsibility of the employee and the District. All employees are to review their salary placements at least annually and should they believe that they are improperly placed on the salary schedule, they are to immediately bring this information to the attention of the District. New hires will receive written notification of their payroll classification within ten (10) working days following Board approval of employment. Step placement is dependent upon experiential factors:

20.4.1.4.1 Minimum Step Placement: A newly-appointed faculty member who has not had full-time teaching experience and/or related occupational experience will be placed on Step 1.

20.4.1.4.2 Maximum Step Placement: Step 7 will in the highest step placement for newly-appointed faculty members. Instructors who worked part-time in the District the prior academic year, will be placed at no less than his/her prior salary step. Additionally, instructors hired after July 1, 1998 who worked part-time in the District shall be allowed to use all part-time college teaching experience for original step placement.

20.4.1.4.3 Prior Teaching Experience: For step placement, year-for-year credit will be allowed on the basis of one (1) increment for each year of verified teaching experience not to exceed a total of six (6) increments. Part-time experience will not be accepted. A year's experience is obtained by full-time teaching or by other full-time approved educational service in a public or private school of recognized standing as a regular

certificated (if a public school) teacher, counselor, librarian or school nurse for a period of not less than seventy-five percent (75%) of one hundred seventy-five (175) days in a school year.

Employment as a teaching assistant or laboratory assistant will not be accepted as qualifying experience.

Periods of full-time teaching of less than a school year, as measured in full semesters and/or full quarters or trimesters, regardless of when taught, may be added together to qualify for a full year's experience.

Years Teaching Experience

0 1 2 3 4 5 6

Step

1 2 3 4 5 6 7

20.4.1.4.4 Related Occupational Experience: Verified occupational experience which is directly related to the teaching assignment may be allowed credit for increment purposes on the basis of one (1) increment for each two (2) years of full-time employment experience. In no case may the allowance for teaching experience and/or related employment experience exceed a total of six (6) such experience increments.

20.4.1.4.5 Faculty placed on the basis of a vocational credential may receive step credit only for that related occupational experience beyond that required to obtain the credential held.

20.4.1.5 Advancement to Higher Classification: To qualify for class advancement on the salary schedule, faculty must submit evidence that they have met the requirements as stipulated in the classification plan. Proof of completion of the requirements must be submitted no later than October 1 of the year for which the change in salary placement is requested. Following Board action on the reclassification, pay retroactive to July 1 will be made in one (1) payment and, subsequently, monthly warrants will reflect the higher classification. If a faculty member can submit proof of completion of the requirements by May 1, his/ her salary will be adjusted based on the new class placement effective July 1 and the higher rate will be received on the warrant issued the last working day in July.

For units to be used for advancement on the salary schedule, the following policies and procedures will apply:

A faculty member may combine units as described in 20.4.1.5.1-3 below to move across the salary schedule from the class in which he/she is placed upon employment to Class VII. If the units are from a fully accredited college or university, Sections 20.4.1.5.1 and 20.4.1.5.2 below shall apply.

20.4.1.5.1 At least 40% must be upper division or graduate. Effective July 1, 2001, at least 50% must be upper division or graduate:

20.4.1.5.1.1 One-half (1/2) of these may be obtained from in-service training programs within the District, even though the credit awarded is lower division.

20.4.1.5.1.2 Institutes: One (1) unit of upper division credit for each week of formal instruction will be allowed for certified attendance, after employment, at non-credit institutes, and/or clinics conducted by colleges or universities, government, business or industry. The minimum amount of credit will be for five (5) days or parts thereof of instruction. The days for any given institute may be cumulative and need not fall within a one (1) week period. Excluded from consideration under this section are conferences and/or workshops that do not involve formal instruction.

20.4.1.5.1.3 When state approved continuing education courses are required for maintenance of professional licensure, and this licensure is required for the performance of the employee's duties, credit for those approved continuing education courses shall be granted as follows for advancement to higher salary classification:

One unit of upper division credit for each unit of continuing education credit as defined by WASC that is one CEU for each ten hours of instruction.

20.4.1.5.2 The remaining units may be all lower division and may include courses previously taken provided ten (10) years have elapsed since original completion of such courses:

20.4.1.5.2.1 One-half (1/2) or fifteen (15) of these units, whichever is less, may be assigned to approved projects completed after employment in the District. Credit will be divided by the number of individuals involved in the project. Those projects which are rejected may be revised and resubmitted the following year.

20.4.1.5.2.2 Projects defined:

Books: Original works of book length which are evident products of substantial research and editing and which are published by recognized commercial publishers shall receive the maximum credit under 20.4.1.5.2.1 above.

Workbooks and Manuals: Workbooks and manuals published by recognized commercial publishers containing substantial theoretical material and/or student response items shall be allowed up to a maximum of six (6) semester hours credit.

Anthologies and Edited Books: Anthologies and edited books published by recognized commercial publishers shall be allowed up to a maximum of six (6) semester hours credit.

Articles: Articles reflecting substantial research and/or critical value, for which credit has not already been granted by a college or university, which are published in journals of learned or professional societies shall be granted the equivalent of one (1) semester hour.

Private lessons: Advanced private lessons in the teaching field of the applicant given by a maestro will be accounted one (1) semester hour of credit for each fifteen (15) hours of such lessons when appropriate verification is submitted.

Miscellaneous: For the projects, such as textbook chapters, videos, films, or the editing of newsletters, which do not fit into the above-mentioned categories, a district-wide committee of five (5) appointed by the Vice Chancellor of Human Resources and Organizational Development or designee will sit as an evaluation panel. At least two (2) faculty members shall be from the discipline of the unit member seeking advancement. The panel shall review not only the content of the project but shall determine with the unit member seeking advancement the number of hours spent on the project. As a rule, 54 hours of work should equal 1 unit of credit. A maximum of six (6) semester hours credit are allowable.

Creative Arts Project: Creative projects for teachers in the fine arts will be considered under conditions paralleling those governing the master's degree project, for which credit has not already been granted by a college or university, and shall receive the maximum credit allowed under 20.4.1.5.2.1, above. The conditions are the following:

1. The instructor shall submit a project proposal and materials to the Dean of Instruction or Area Dean.
2. The Dean shall forward the proposal to the United Faculty President who will convene a Review Panel. The Review Panel shall consist of: the applicant's Division Chair or Area Dean, one faculty member from each college in the appropriate discipline, and one faculty member designated by the applicant.
3. The Review Panel will review the project, decide if it meets the criteria stipulated above, and forward its decision to the Vice Chancellor for Human Resources.
4. Completed projects will be submitted to the appropriate dean who will notify the Vice Chancellor for Human Resources of completion. Should the dean allege that the project has not been completed, he or she shall forward the written allegations to the UF President and the Vice Chancellor for Human Resources. The Review Panel shall be reconvened and shall make a final decision as to whether the project has been completed.
5. The decisions of the Review Panel shall be grievable on matters of procedure only.

20.4.1.5.3 A full- or part-time faculty member who attends courses of instruction necessary to maintain or upgrade his/her professional certification, or courses recognized or sponsored by an established corporate program whose classes are offered in the District (for example, CISCO, Microsoft, A+) shall receive one (1) semester unit credit per 15 hours attended toward salary advancement on this faculty salary schedule. The faculty member shall be responsible for submitting adequate documentation

indicating the number of hours attended and successful completion of the course.

20.4.1.6 Special Step Advancement Upon Reclassification: An employee on the top step of Classes I through IV who met step advancement requirements during any preceding school years and who is reclassified, shall be placed on the appropriate step in his/her new class based on actual years of District service subsequent to initial step placement.

20.4.1.7 Step Advancement: Each faculty member will be granted one (1) increment on the salary schedule each year up to the maximum allowed. To qualify for advancement one (1) step on the salary schedule, employees must have been employed seventy-five percent (75%) or more of the school days in a school year.

All approved and/or paid leaves of absence will be considered for salary increment purposes as time served. Credit for step advancement will also accrue during military leave of absence.

20.4.1.8 Employment for Extra Service: A contract or regular faculty member may be employed without further approval of the Board for service in the extended day, summer session and special programs or for day program assignments in addition to his/her regular load. Compensation will be in accordance with his/her class and step placement and the extra service assignment. Advancement to a higher classification will affect a faculty member's extra service pay rate as follows:

July 1 if verified between the preceding October 2 and May 1. On a current basis, effective October 1 if verified between the preceding May 2 and October 1. Salary will be paid, if due, on a retroactive basis for extended day and day program service in September or summer session service in July or August if the work was completed prior to June 30.

Service as a substitute instructor will be compensated on the basis of Article 20.4.3.

20.4.1.9 Number of Salary Payments: A faculty employee on an annual salary basis who has served a complete school year, or who has served the preceding spring term, as a contract or regular employee, shall be paid in succeeding years in twelve (12) equal monthly installments, with the first (1st) warrant paid the last working day of July.

The District will not claim advanced salary in the event of the death of an employee during the year.

A new contract employee who commences service on the first (1st) day of the fall term shall be paid in eleven (11) equal installments, with the first (1st) warrant paid the last working day of August.

20.4.1.10 Loss of Salary and Partial Year Contracts: When a contract or regular faculty member is absent for reasons which do not entitle him/her to use any of the authorized leaves, a deduction in salary will be made based on



the rate per day obtained by dividing the annual salary rate by the number of days of service included in the adopted school calendar for the year. When a faculty member must be absent from his/her extra pay assignment for a reason not covered by an allowable leave, his/her loss of pay is computed as follows:

$$\text{Hours Absent} \times \text{Hourly Rate of Pay} = \text{Loss of Pay.}$$

When a contract is written for a faculty member serving less than a full school year or a full term, the amount to be deducted for each day not served, and for which no salary allowance is given will be obtained by dividing the annual salary rate by the number of days of service in the adopted calendar for the year.

When a contract is written for one (1) term only, the annual salary rate will be divided by two (2) to obtain the semester rate.

20.4.1.11 A full-time unit member who is rehired may use 20.4.1.E for placement.

#### 20.4.2 Temporary (Part-Time) Faculty Salary Schedule Rules and Regulations:

20.4.2.1 Salary Schedules for Temporary (Part-Time) Faculty: Salary schedules for temporary (part-time) service in the day, extended day and summer session are included in Appendix B.

A temporary (part-time) faculty employee on a per diem or hourly assignment will be paid each month for assigned service rendered at the rate indicated in the salary schedule for such service.

20.4.2.1.1 Instructor: Appropriate class and step of the current Teaching Salary Schedule, Appendix B-2.

20.4.2.1.2 Counselors: Appropriate class and step of the current Counselors, Librarians, and Learning Disability Specialists Salary Schedule, Appendix B-3.

20.4.2.1.3 Other Certificated Services: Appropriate class and step of the current Other Certificated Services Salary Schedule, Appendix B-4. Partial listing of types of positions follows: Coordinator, Supervisor, Tutor, Nurse, Part-time office hours. Rates for substitutes are covered in a separate section.

20.4.2.2 60% Rule: A temporary (part-time) employee shall not be employed for more than sixty percent (60%) of the hours per week considered a full-time assignment for permanent employees having comparable duties.

20.4.2.3 Classification Plan for Temporary (Part-Time) Faculty: Temporary (part-time) faculty will be placed on the salary schedule and assigned to one (1) of the seven (7) classes in accordance with the classification plan included in Appendix D-2.

20.4.2.4 Original Class Placement: Rules and regulations affecting class placement of temporary (part-time) day, extended day and summer session teachers, counselors, librarians and other faculty members are essentially the same as for contract and regular faculty.

In addition to the determining factors of degrees, academic units and credential type governing contract faculty class placement, a temporary (part-time) faculty member may be placed on the basis of full-time work experience in the field of his/her assignment. This special option is indicated under "Condition WE" of each of the seven (7) classes of the temporary (part-time) faculty classification plan that is in Appendix D.

Newly employed temporary (part-time) personnel will be given sixty (60) days from the date of first (1st) service to submit transcripts, copies of credentials and verification of teaching and/ or work experience to be used for placement on the salary schedule. If complete materials have not been submitted at the end of that period, placement will be made on the basis of available information. Later submission of completed materials will be processed as indicated under the section on Advancement to Higher Classification (which means there will be no retroactive pay).

If a temporary (part-time) person is placed in a salary class on the basis of work experience and is later employed as a contract employee, his/her assignment to a salary class and step at that time will be made in accordance with all provisions applicable to contract faculty.

20.4.2.5 Original Step Placement: Proper salary class/step placement is a joint responsibility of the employee and the District. All employees are to review their salary placements at least annually and should they believe that they are improperly placed on the salary schedule, they are to immediately bring this information to the attention of the District. New hires will receive written notification of their payroll classification within ten (10) working days following Board approval of employment. Rules and regulations governing original placement of temporary (part-time) faculty are essentially the same as for contract faculty. The one exception is that if a temporary (part-time) employee elects to use the option of related work experience for original class placement, the years used must be subtracted from his/her total work experience prior to determining the original step placement. Step placement for prior experience cannot exceed Step seven (7).

20.4.2.6 Advancement to Higher Classification or Step: Temporary (part-time) personnel may submit any additional degrees, credential, units, or experience which would entitle them to be placed in a higher classification or step, subject to the following:

20.4.2.6.1 Part-time faculty shall be allowed to use teaching experience from other colleges for step advancement.

20.4.2.6.2 Temporary (part-time) personnel may submit educational work or proof of prior experience to qualify for a higher salary class or step at any time.

20.4.2.6.3 The change in rate will become effective the first (1st) of the month following submission of the verification. There will be no retroactive application of class or step changes.

20.4.2.6.4 The temporary (part-time) faculty member may advance to the highest step and/or column.

20.4.2.6.5 A full- or part-time faculty member who attends courses of instruction necessary to maintain or upgrade his/her professional certification, or courses recognized or sponsored by an established corporate program whose classes are offered in the District (for example, CISCO, Microsoft, A+) shall receive one (1) semester unit credit per 15 hours attended toward salary advancement on this faculty salary schedule. The faculty member shall be responsible for submitting adequate documentation indicating the number of hours attended and successful completion of the course.

20.4.2.7 Loss of Salary: Whenever a temporary (part-time) faculty person must be absent from his/her assignment for a reason not covered by an allowable leave, his/her loss of pay is computed as follows:

$$\text{Hours Absent} \times \text{Hourly Rate} = \text{Loss of Pay}$$

20.4.2.8 When a temporary (part-time) employee is later employed as a contract employee, his/her assignment to salary class and step at that time will be made in accordance with all provisions applicable to contract faculty.

20.4.2.9 Part-time assignments will be made available after contract, regular, overload (AC), long-term substitute, and categorically funded assignments have been made.

The District recognizes, according to the California Education Code, the fact that part-time instructors have no legal right to or expectation of continued employment. However, when making part-time assignments, first consideration shall be given to current part-time instructors based on qualifications, educational preparation to fulfill a particular assignment, performance (evaluations), availability and the needs of the District. Consideration of current part-time instructors need not be given for courses outside the employee's discipline or to effectuate an increase in teaching load.

20.4.3 Temporary (Substitute) Rates: Temporary (substitute) instructors are employed on a day-to-day basis as follows:

When substituting for sixty percent (60%) or less of a full-time assignment substitutes will be paid at the rate established by placement on the current Teaching Salary Schedule, Appendix B-2.

When substituting for more than sixty percent (60%) of a full-time assignment for more than five (5) consecutive school calendar days, substitutes will be paid at the

current Faculty Salary Schedule daily rate (annual salary rate divided by days of service in Board-adopted calendar) or fraction thereof appropriate for their training and experience. This rate shall be retroactive to the commencement of the period of substitution.

Any long-term substitute assignment shall be considered a part of the instructor's load for the purposes of determining benefits and teaching experience unless that instructor elects otherwise.

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

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

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

20.4.5 Paydays and Pay Periods: Monthly salaried employees are paid once each month. Other than those issued for work in December, checks for the current month's work are presented and payable the last working day of the month. Checks for work performed in December of each year shall be presented on the last working day of December and payable on the first (1st) of January of each such academic year.

20.4.5.1 For temporary service by hourly and daily rate employees and extra pay for monthly employees, warrants shall be issued on the tenth (10th) day of the month.

20.4.5.2 The pay for semester length courses shall be pay by the course (instead of by the hour) and will be in five equal installments beginning on September 10 (Fall semester) or February 10 (Spring semester). The amount will be calculated by multiplying the number of hours/week the class(es) meet by the hourly rate by 18 weeks. This principle will also be applied to short-term courses.

20.4.5.3 Payday will be on the preceding workday when it falls on a holiday, Saturday or Sunday.

20.4.6 Payroll Deduction: By law, federal and state withholding taxes, State Teachers' Retirement System contributions, and other taxes such as FICA and Medicare are deducted from paychecks when applicable. Federal and state income tax will be withheld on the basis of information furnished by the employee on Form W-4. Retirement fund deductions will be made at rates determined by the Retirement System. Payments for extra services of contract and regular employees are not subject to retirement deductions.

There are other deductions, however, which can be made as a service to the unit member. Among them are dues for employee associations, group life insurance premiums, family accident insurance premiums, United Crusade pledges, scholarship fund contributions, U.S. Savings Bonds, credit union share deposits and loan repayments.

The District shall allow temporary (part-time) faculty to contribute a percentage of their wages to a 403(b) plan.

20.4.7 Holiday Pay: A temporary employee or a contract or regular employee on an extra-service basis is entitled to holiday pay if, in the absence of the designation of the day as a "holiday" or "faculty recess" the employee would have been scheduled to service. Holiday pay is not applicable to the Winter and Spring recesses.

20.5 **FACULTY EVALUATION COMPENSATION PROCEDURE:** Regular faculty shall be compensated for performing peer, probationary and part-time evaluations according to the following procedure:

20.5.1 Each semester, faculty members shall be compensated for all but one of the completed evaluations. The faculty member shall designate which evaluations shall be compensated.

20.5.2 A faculty member shall be compensated for no more than four (4) evaluations during an academic year. Management may approve additional evaluations in special circumstances.

20.5.3 Stipends paid for 2000-2001 faculty evaluations shall be according to the following schedule:

Probationary Evaluation	\$313
Chair Probationary Evaluation	\$375
Peer Evaluation	\$249
Chair Peer Evaluation	\$313
Part-time Evaluation	\$187

20.5.4 The District shall provide a budget of \$124,000 for 2000-2001 faculty evaluation compensation.

20.5.5 All unused monies shall revert to the District yearly.

20.5.6 All amounts shall be indexed to any salary schedule increases.

20.5.7 All classroom visits shall be done on non-scheduled time.

20.5.8 Payment(s) shall be made upon completion of evaluations.

20.6 **PAYMENT FOR SUMMER PART-TIME FACULTY HIRING:**

Faculty will be compensated at the AB1725 (indexed to any salary increases) rate for part-time faculty hiring that occurs in the summer (time between graduation and the first day of August flex). It is recommended that development of the recruitment plan, supplemental questions, criteria and screening resumes take one to four hours. Interviews are also paid on an hour for hour basis. Seven (7) to ten (10) hours is a reasonable amount of time to do hiring. If more hours are requested, a manager would request an explanation for the additional hours. The manager could then either approve or disapprove the additional hours.

20.7 **STRS CASH BALANCE PLAN FOR PART TIME FACULTY:** The District and United Faculty agree to implement the State Teacher's Retirement Cash Balance Plan as an alternative retirement plan to the regular STRS defined benefit plan and Social Security for part-time faculty whose basis of employment is less than 50% of a full-time position.

# ARTICLE 21

## BENEFITS

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**BENEFITS:** All regular and contract faculty, excluding categorical and temporary, unless specifically stated shall be provided with:

21.1 **SALARY CONTINUANCE:** District shall maintain for unit members a salary continuance insurance program equal to coverage instituted on October 1, 1996 and provided by the carrier for fiscal year 1996-97 (Hartford Group Plan Policy #GLT-34867).

21.2 **TAX-SHELTERED PROGRAMS:**

21.2.1 District shall provide for participation by unit members, tax-sheltered annuities and tax-sheltered custodial accounts with carriers fulfilling all state and federal requirement eligibility. It is the member's sole responsibility to assure such carrier eligibility. Part-time faculty shall be allowed to contribute a dollar amount or percentage of their wages to a 403 (b) plan. All faculty members shall be allowed to change 403(b) contributions on a quarterly basis.

21.2.2 The District shall provide for full-time employees, an IRS Section 125 plan, with Pension Dynamics as the program administrator, to cover medical and dependent care expenses. Part-time employees may utilize the IRS Section 125 plan for health plan premium payments.

21.3 **LIFE INSURANCE:** District shall maintain, in participation with unit members, group life insurance in the face value to fifty thousand dollars (\$50,000) in accordance with insurance carrier requirements, at District cost. District will arrange with insurance carrier to allow employee members to purchase, at their expense, up to an additional one hundred thousand (\$100,000) of life insurance. It is agreed that any eligible unit member having an additional self-paid \$25,000 of life insurance may remain at \$25,000 or purchase an additional \$25,000 at his/her option. However, any eligible unit member who has not had additional self-paid life insurance and any new employee who becomes eligible shall have only the option of purchasing an additional self-paid \$100,000 of life insurance in \$50,000 increments, pending carrier approval. Employees purchasing optional life insurance may also purchase, at their expense, optional \$5,000 dependent coverage.

21.4 **VISION CARE:** Effective July 1, 2000, the District shall provide all full-time unit members and their dependents with Vision Service Plan (VSP) Plan C. This plan shall provide for a comprehensive exam and new lenses every 12 months, and new frames every 12 months. All other services will be pursuant to the standard VSP plan description, except that it will reimburse up to \$50 for examinations by non-panel providers. There shall be a \$10 annual deductible on materials only. In addition, the following vision plan enhancements shall take place effective July 1, 2000: \$60 wholesale frame allowance; computer glasses; progressive lenses, tints, and UV coatings. The UF shall receive the monthly utilization reports of unit members directly from VSP.

21.5 **PARKING PERMITS:** The District shall provide a parking permit for each unit member within the faculty/staff designated lots of spaces, at no cost to the employee.

21.6 **HEALTH AND DENTAL COVERAGE:**

21.6.1 Regular and Contract Employees. The District shall pay for each employee each year the maximum monthly premium amounts established in Appendix F.1, based on carrier and coverage of enrollment. The District contribution for Kaiser, Health Net-Plan 9B, or Health Net Elect health insurance (including chiropractic coverage) and Delta Dental Service is based on 100% of premium requirements for employee and dependents.

21.6.2 Appendix F. Notwithstanding any of the above, the various percentages of premium contribution (e.g., 100%, 90%, 50%, et al.) are general and reflective only; the actual dollar contributions by District for each carrier and coverage are specifically calculated and enumerated as shown in Appendix F attached hereto and incorporated herein by reference. Appendix F is agreed as the base for implementation of all applicable conditions within this Article for health and dental insurance. The amounts are based on 1987-88 premium rates. District agrees that each year it will contribute the stated percentages of the premiums submitted by the carriers, as appropriate through the annual adjustment of Appendix F to reflect premium increases.

21.6.3 Compensation for Faculty with Alternate Health Coverage: Any employee who chooses not to receive health contributions by the District and who submits an affidavit of other coverage shall receive a monthly amount equal to the Kaiser single rate effective during the term of this agreement. The employee may receive the amount as salary, or contribute to a 403(b), or contribute to the IRS Section 125 plan. The amount of such contributions shall be listed on a regular basis in Appendix "F". If the employee loses health coverage specified in the affidavit, the employee shall be enrolled immediately in the district health plan of the employee's choice, subject to the approval of the carrier.

21.6.4 Health Plans: It is agreed that Kaiser, Health Net-Plan 9B or Health Net Elect will be approved programs available to eligible unit members. It is further agreed either party may suggest additional or different programs as they become available. Adding or changing any such program shall be only with concurrence of each party after consultation.

21.6.4.1 The health plans may be changed by mutual agreement of the District and United Faculty. If a carrier fails to renew the program under current conditions or otherwise ceases to offer the program, then the parties will negotiate concerning the replacement of the carrier.

No more than two representatives of the District and two representatives of the United Faculty (who may be a health care expert and/or consultant) will meet on request of either party to consult on this issue, before referring the issue to negotiations. Representatives of other employee groups may also be present.

The District agrees that all data needed by the consultants shall be provided.

All replacement carriers must meet at least the following conditions:

21.6.4.1.1 All HMO health plans shall be provided with the prescription option.



21.6.4.1.2 Provide retiree coverage.

21.6.4.1.3 Allow open enrollment periods for retirees.

21.6.5 Domestic Partners Coverage in District Health, Dental and Vision Plans

For the purpose of Contra Costa Community College District health, dental, and vision benefits, "domestic partnership: shall exist between two persons regardless of their gender, and each of them shall be the "domestic partner" of the other if they both complete, and sign and file with the District the "Affidavit of Domestic Partnership" (Appendix K) which includes the following statements:

21.6.5.1 The two parties have resided together for at least six months and have chosen to share their lives in a committed relationship of mutual caring, similar to marriage, for an indefinite amount of time;

21.6.5.2 The two parties are: not married, eighteen (18) years or older, not related by blood closer than would bar marriage in the State of California, and mentally competent to consent to contract;

21.6.5.3 The two parties declare that they are each other's sole domestic partner; they are responsible for their common welfare, and are financially interdependent.

"Financial Interdependence" means that the domestic partners have entered into a contractual commitment for the financial responsibility or have joint ownership of significant assets (such as home, car, bank accounts) and joint liability for debts (such as mortgages and major credit cards). Financial interdependence is demonstrated by meeting at least two of the following conditions:

1. Hold a joint mortgage or lease
2. Designate a partner as the beneficiary of life insurance or retirement benefits
3. Designate a partner as primary beneficiary in a will
4. Assign a health care power of attorney to the partner
5. Jointly own a bank account or credit account
6. Jointly own a car

21.6.5.4 The two parties agree to notify the District in writing if there is any change in the circumstances attested to in the affidavit.

21.6.5.5 The two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge

21.6.5.6 Other Provisions:

1. Termination of the partnership shall not give to the non-employee domestic partner nor the dependents of the domestic partner the rights to the District COBRA coverage or Kaiser conversion coverage.

2. Dependents of domestic partners who meet the eligibility requirements of the plans in question shall be eligible for coverage.
3. Except as provided in (1) above, domestic partners are eligible for continuing coverage through the Group Health and Dental Benefit under the same provisions as the federal group continuation law known as "COBRA" or other applicable law upon termination of employment subject to the rules and regulations of the plans in which the employee is enrolled.

21.6.6 Double coverage: Dependent family members of two employees who are married are entitled to health plan coverage in one plan only; the married employees may elect to join different health plans, but they are not entitled to coverage both as a subscriber and dependent. In the Delta Dental plan each employee may be a subscriber.

21.6.7 Open Enrollment: Annually, in the month of November, there will be an open enrollment period for employees to change carriers effective December 1.

21.7 **EMPLOYEE ASSISTANCE PROGRAM**: The District will provide an Employee Assistance Program for the employee and dependents as approved by mutual agreement of the parties.

21.8 **CONTINUATION OF INSURANCE COVERAGE**: It is agreed that District may, at its sole and exclusive discretion and option, and without establishing practice or the setting of any precedent, elect to provide continuation of District insurance programs for specific periods of time to employees forced into unpaid leave status due to illness, accident or recovery therefrom.

21.9 **PART-TIME (REGULAR AND/OR TEMPORARY), CATEGORICAL AND SABBATICAL REPLACEMENT EMPLOYEES**:

21.9.1 Part-Time Regular Employees. District shall maintain, in participation with (tenured) part-time regular faculty, all insurance fringe benefits coverage on the basis applicable to full-time participation in regard to premium payments.

21.9.2 Part-time Temporary Employees. Part-time temporary unit members having coverage, and who have maintained uninterrupted coverage from the 1977 fiscal year, in the District health and dental insurance programs shall be allowed continued coverage at their expense pursuant to carrier and District agreement. Part-time temporary unit members shall be allowed to participate in tax-sheltered programs in accordance with 21.2.

21.9.3 Categorical/Full-time Temporary Employees. District shall provide full-time temporary faculty employed on an annual or semester basis on Faculty Salary Schedule B-1, insurance fringe benefits of health, dental, salary continuance, vision, EAP and life insurance as though regular full-time unit members.

21.9.4 Full-Time Sabbatical Leave Replacement Employees. District shall provide temporary faculty employed for a full semester or year on Faculty Salary Schedule B-1 to replace unit members on sabbatical leave fringe benefits as though regular full-time unit members with carrier approval.

21.9.5 Part-Time Benefit Qualifications and Contributions: Part-time temporary unit members and their dependents may qualify for health benefits listed in Appendix F (dental and vision excluded) under the following conditions:

21.9.5.1 Teach at least .3 FTE of a regular faculty member's load in the current semester and have averaged at least .3 FTE of a regular faculty member's load for the previous two semesters. Persons currently enrolled in the program will continue eligibility, as well as those who qualified in 1989-90 under the .2 requirement.

21.9.5.2 Approval of this arrangement by the carriers.

21.9.5.3 District shall contribute 50% of the health and dental premium for part-time faculty who teach 50% or less and who elect benefits. This provision shall be in effect as long as AB 3099 funding is available. If state funding is less than 50%, the District shall contribute the same percentage as the state provides, except the District will contribute at least an amount equal to the unit members' percent of current full load assignment. Any cost overruns shall be dealt with as an automatic reopener during subsequent negotiations. Faculty will be notified that they will be responsible for any state-funding shortfall.

21.9.5.4 For those teaching over 50%, the District will pay a premium amount proportionate to the District's average health plan premium contribution plus dental premium for full-time unit members, based upon the part-time temporary unit members percent of current full load semester assignment.

21.9.5.5. Employee payment will be automatically made by payroll deduction, unless net salary is insufficient or the employee prepays. The employee may utilize the IRS Section 125 plan to make his/her premium payments on a pre-tax basis. The District shall continue to make its pro-rata premium contributions for the months of July, August, and September and shall bill the member for their portion by U.S. mail by June 1 for these months. Premium must be received in advance of the District's payment due date.

21.9.5.6 Failure to pay premium terminates coverage and the individual cannot be re-instated until the following year.

21.9.5.7 Part-time unit members beginning participation in the Fall semester will submit applications on the approved District form, to their campus personnel office, by September 1. On or before September 8, the District will provide the designated UF representative a list of the part-time applicants, their applications, and load data for only the applicants for the previous Fall and Spring semesters as well as the assigned load for the current Fall semester.

Upon review, the U.F. will submit a list of the applicants who qualify and their applications to the District by September 20. The list will be posted at each campus personnel office by September 25.

21.9.5.8 Part-time unit members beginning participation in the Spring semester will submit applications on the approved District form, to their campus personnel office, by February 1. On or before February 8, the District will provide the designated U.F. representative a list of the part-time applicants, their applications, and load data for only the applicants for the previous Spring and Fall semesters as well as the assigned load for the current Spring semester.

Upon review, the U.F. will submit a list of the applicants who qualify and their applications to the District by February 20. The list will be posted at each campus personnel office by February 25.

21.9.5.9 Coverage for those beginning participation in the Fall will be effective on October 1. Coverage for those beginning participation in the Spring will be effective March 1.

## 21.10 **RETIREE HEALTH AND DENTAL INSURANCE:**

### Retirees and Employees:

21.10.1 Existing Certificated Retirees and Certificated Employees With at Least Ten Years' Service in the District Who Retired Prior to July 1, 1984: The District shall pay for each retiree for fiscal year 1991-92 the maximum monthly premium amounts established in Appendix F.3, based on carrier and coverage of enrollment. The District contribution for Kaiser or Health Net-Plan N health insurance and Delta Dental Insurance is based on 100% of premium requirements for the retiree and District payment of 90% of premium requirements for dependents.

21.10.2 Certificated Faculty Employees who Retire after July 1, 1984: The District shall pay for each retiree for the year 1991-92 the maximum monthly premium amounts established in Appendix F.4, based on coverage of enrollment. The premiums in Appendix F.4 shall be adjusted by the percentage of carrier rate increases effective July 1, 1988. The District contribution is based on 100% of premium requirements for Kaiser health program and Delta Dental Service for the retiree and 50% of the premium requirements for dependents.

21.10.2.1 This provision represents the District's sole obligation to post July 1, 1988 retirees. See Appendix H.

21.10.2.2 Effective July 1, 1996, the District shall offer Flex Net as a retiree health plan. A retiree who enrolls in Flex Net shall pay to the District the difference between the Flex Net premium and the District contribution indicated in Article 21.10.2.

21.10.3 Certificated Faculty Employees' Eligibility. To participate in District premium payments, the retiree must:

21.10.3.1 Have attained fifty-five (55) years of age, and

21.10.3.2 Sum of Age and Years of District Experience must total 80.

21.10.3.3 Effective May 1, 1996, the District shall pay fifty percent (50%) of the maximum premium amounts for the retiree and twenty-five

percent (25%) of the premium requirements for the dependents, for retirees who meet the following eligibility requirements:

Eligibility Requirements:

1. have attained fifty-five (55) years of age, and
2. worked full-time in the District for a minimum of ten (10) years, and
3. sum of age and full-time years in the District must total seventy (70).

21.10.4 Other Insurance Provisions

21.10.4.1 Any employee who retires from the District on STRS or PERS disability retirement shall have a waiver of minimum eligibility requirements and shall receive District insurance contributions in the same amounts as though regularly retired.

21.10.4.2 Upon the death of a retiree or active employee, a surviving spouse and/or dependents, if any, shall continue to receive for a six (6) month period from the date of death, District contributions toward insurance coverage. After six (6) months the surviving spouse and/or dependents may at their option remain in the insurance program by paying full premium amounts required for the program of enrollment to the District quarterly, in advance, provided the participation is allowed by the carrier or by COBRA requirements.

21.10.4.3 District shall have prepared and provide each employee a brochure summarizing District authorized benefits for retirees and employees.

21.10.4.4 District shall arrange for a knowledgeable consultant to provide present and future retirees advice regarding STRS.

21.10.4.5 Health plans coverage and provisions are subject to approval by the carriers. With approval of the carrier, the District shall allow retired unit members not covered under Article 21.10.2 and 21.10.3 who are age 55 and have served 15 years with the District, participation in the medical plan at the retired member cost.

21.10.4.6 The District will also permit faculty to purchase post-retirement life insurance if available.

21.10.4.7 Medicare Requirement: All employees receiving retiree health benefits must provide evidence to the District that they have successfully enrolled in Medicare Part A or present documentation why they are not eligible to enroll. The District will pay Medicare Part B for those retiring with Medicare Part A.

21.11 **UNITED FACULTY SECRETARY:** District agrees to endeavor to provide to the United Faculty Secretary, subject to State law, carrier requirements and limitations, agreement with other collective bargaining units (if any are affected), insurance programs given to District employees,

provided no expense for such coverage or participation is borne in any way by District. The District shall also allow retired UF secretaries to remain enrolled in District benefit plans provided no expense for such coverage or participation is borne in any way by the District.

**21.12 PAYROLL DEDUCTION:**

21.12.1 Employee premium contribution where required because of the employee's choice of plans shall be paid by the unit member by payroll deduction one month in advance. Retiree premium contribution where required shall be paid by the retiree quarterly in advance.

21.12.2 Employee contributions shall be automatically increased where carrier premium increases occur notwithstanding any deduction authorization amount then on file. Where such automatic increase occurs, the employee shall be notified of the increase by the District and shall be allowed thirty (30) calendar days after such notification to notify the District if he/she desires to cancel further coverage. If written notice to cancel is not received, District will consider the employee to agreeing to continue such coverage.

**21.13 PLAN AVAILABILITY:**

21.13.1 Upon initial employment of contract and regular employees and upon ratification of the agreement, the District will notify each covered employee of his/her rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and under Education Code §7000, et seq. "Health and Welfare Benefits."

21.13.2 The District shall maintain insurance plans by Kaiser, Health Net-Plan 9B, Health Net Elect, Flex Net (available only to out-of-area retirees), Delta Dental Service, Hartford, CIGNA, OHS and by Vision Service Plan as provided in 2000-01. Any changes in plans or carriers shall be mutually agreed upon.

21.14 **CHILDCARE:** The District and UF shall work together to facilitate access to on- or near-site childcare for employees, at employee expense.

21.15 **LIABILITY COVERAGE:** District shall supply a statement regarding District liability coverage for unit members.

21.16 **ACTUARIAL STUDIES:** The District and United Faculty shall mutually agree on the assumptions used in any future actuarial study performed for the CCCC.

## ARTICLE 22

### SAVINGS CLAUSE

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- 22.1 **SAVINGS CLAUSE:** Should any portion of this Agreement, or any provision herein contained, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of any court of competent jurisdiction, such invalidation of such portion of the Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

## ARTICLE 23

### ENTIRE AGREEMENT

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- 23.1 **ENTIRE AGREEMENT:** This contract shall supersede any and all existing or prior verbal or written rules, regulations, resolutions, and policy statements of the Board or management and all existing and prior customs, practices and alleged past practices of the Board or management in regard to the subject matter hereof which may be contrary or inconsistent with the terms hereof. However, either party may cite any such verbal or written rules, regulations, resolutions and policy statements of the Board or management and existing or prior customs, practices, and alleged past practices in an attempt to explain or clarify the provisions of this Agreement. This contract shall constitute the Board's entire policy with regard to employees covered hereby insofar as concerns wages, hours, and other matters which are the subject matter hereof. The adoption or institution of all past, existing and future policies, procedures, practices and customs shall be exclusively within the discretion of management, except to the extent that such action shall be contrary to the specific terms of this contract.



## ARTICLE 24

### NOT-FOR-CREDIT CONTRACT EDUCATION

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- 24.1 **EMPLOYMENT OF CONTRACT EDUCATION EMPLOYEE:** The colleges will be able to contract an individual to teach in the contract education program. Upon completion of the first contract and prior to the beginning of a second contract this individual will become a non-dues paying unit member.
- 24.2 **COMPENSATION:** Compensation will start at the average "C" contract rate for any individual who is employed to teach a contract education not-for-credit offering. If an existing unit member from one of the colleges has agreed to teach a contract education offering, he/she would be compensated at the existing "C" or "A/C" contract rate. These not-for-credit activities are not counted toward load.
- 24.3 **SELECTION OF INSTRUCTORS:** Instructors will be selected by contract education staff after consultation and mutually agreeing with the department. For example, the department may give the contract education staff permission to hire.

## ARTICLE 25

### DURATION

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- 25.1 **DURATION:** Unless otherwise indicated herein, this Agreement between the Board and the United Faculty is effective from July 1, 2000 and shall remain in full force and effect through the close of the work day on June 30, 2003, a duration of three (3) years from its effective date. However, in the event a new contract is not negotiated or completed by June 30, 2003, the provisions of this contract shall remain in full force and effect until such time as a new contract is ratified by each party, unless, either party acts to terminate this Agreement on or after June 30, 2003 with thirty (30) days written notice to the other party of the intent to terminate on a date certain.
- 25.2 **REOPENING:** It is further agreed either party may reopen this Agreement for purposes of negotiations, once annually, beginning not later than sixty (60) calendar days from receipt of written demands and contract changes, after January 1 of each of year.
- 25.2.1 The parties agree to reopen the salary article for 2001-2002 (and 2002-2003, if necessary) for the sole purpose of negotiating the total compensation formula outlined below. In the absence of a total compensation formula, the parties agree to reopen negotiations for 2001-2002 and 2002-2003 on total compensation (including salaries and benefits). In addition, each party shall have the right to reopen on two sections of the contract for both 2001-2002 and 2002-2003.
- 25.2.2 During the 2000-2001 fiscal year, the District and United Faculty will establish a joint committee and develop a total compensation formula that would take into account the District's Statutory COLA increases from the state, increases in general fund monies from the state, growth in FTES, and productivity enhancements. Included in this committee's charge will be investigating the various components and issues surrounding productivity for all types of assignments within the United Faculty bargaining unit (instructional lab load, counseling load, English Composition load, etc.), and looking at "best practices" in the productivity area with other community colleges. Implementation shall be mutually agreed upon.
- 25.2.3 Should reopening occur and agreement not be reached during a period of forty-five (45) calendar days from such opening, either party may submit an unresolved dispute to the impasse procedures of the Public Employment Relations Board.
- 25.3 **SUCCESSOR AGREEMENT:** Negotiations for a Successor Agreement will begin not later than sixty (60) calendar days from receipt of written demands and contract changes from the other party.
- 25.3.1 Should agreement not be reached during a period of forty-five (45) calendar days from the date of beginning of negotiations, either party may submit an unresolved dispute to the impasse procedures of the Public Employment Relations Board.

25.4 In witness whereof, each of the parties affix their signatures hereto on this \_\_\_\_\_.

**FOR THE UNION**

**FOR THE DISTRICT**

\_\_\_\_\_  
**Brendan Brown, President  
United Faculty**

\_\_\_\_\_  
**Kristine Chase, President  
Board of Trustees**

\_\_\_\_\_  
**Brendan Brown, Chief Negotiator  
United Faculty**

\_\_\_\_\_  
**Charles Spence, Chancellor**

\_\_\_\_\_  
**Greg A. Marvel, Chief Negotiator  
Vice Chancellor**

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

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# APPENDIX A

## FLEXIBLE CALENDAR

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### A. Local Planning Group

The Local Planning Group shall consist of equal representation from faculty and management. All votes shall be secret ballot. Representation shall be as follows:

Contra Costa College:	8 managers and 8 faculty members
Diablo Valley College	10 managers and 10 faculty members
Los Medanos College:	6 managers and 6 faculty members

The Local Planning Group will develop recommendations to the college president for implementing the provisions of Section 84890 of the Education Code. These recommendations will include the number and types of activities and the staffing requirements to carry out the plan. Proposals for activities outside of the annual plan shall be submitted to the Local Planning Group on appropriate forms\* for a recommendation.

No grievance may be filed in regard to any recommendation of the Local Planning Group concerning approval of activities; however, if the decision of the president is different from the recommendation of the committee, that decision may be grieved.

### B. Activity Assignments

The assignment of specific individuals to regular flex activities will follow the same department/sub-area guidelines used for scheduling procedures specified in the contract. The need for an entire department/sub-area to staff a flex activity shall take priority over an individual assignment.

### C. Faculty Accountability

Upon the adoption by the president of the flexible activities schedule, each faculty member shall file on an appropriate form\* a description of the activity with the designated manager.

Upon completion of the flexible activity, a report will be forwarded on an appropriate form\* to the designated manager to verify compliance with the proposed activity.

If, in the opinion of the designated manager, a faculty member has failed to complete or fulfill the flexible activity obligations, the report to that effect will be forwarded to the Local Planning Group for a recommendation to the president.

### D. Flex Activities

1. An Inter-college Coordinating Committee will be formed.
  - a. It will consist of:
    - Chancellor as chair
    - the college Presidents
    - Staff Development coordinators from each college
    - 2 representatives from each Local Planning Group: one a faculty member, one a manager, to be chosen according to procedures developed by each LPG for itself
    - the district-wide flex coordinator
    - additional member(s) as needed to assure that the Committee shall always be equally balanced between management and faculty. An imbalance shall be corrected by appointment from the LPG's; which college LPG shall be determined by the Chancellor for management and the UF President for faculty.
  - b. The duties of the Inter-college Coordinating Committee will be:
    - i. to identify the inter-college critical needs to be addressed on one flex day per academic year, and to designate the date of that day during the day(s) in January required for all faculty. Specific planning for the day will be carried out by the LPG's at each college.
    - ii. to designate one flex day per academic year on which no workshops or college-wide activities will be held, to enable those subject areas which wish to schedule inter-college area meetings to do so. Department meetings are permitted. This day shall be scheduled during the four days in January required for all faculty.
    - iii. publish the schedule of workshops.
    - iv. review the flex activity report to the state.
2. The remaining days will be available for college-wide, division and department, and individual activities as designated or approved by the LPG's according to their own guidelines.
  - a. Faculty must request permission of the college LPG for any flex proposal which would necessitate missing the inter-college day designated according to (D.1.b.i) above, or the inter-college area meeting if they are in a subject area which schedules such a meeting.
    - i. If the Chancellor does not agree with the college LPG's recommendation, he may request a meeting of the college LPG or its designated representative(s) to express his concerns. After the discussion the college LPG may reconsider, but in any case the Chancellor will accept the recommendation of the college LPG.

\* The United Faculty and the District shall mutually approve all forms.

## APPENDIX B-1

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## APPENDIX B-2

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## APPENDIX B-3

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## APPENDIX B-4

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**APPENDIX B-5**

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## APPENDIX B-6

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## APPENDIX B-7

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## APPENDIX B-8

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## APPENDIX C

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## APPENDIX D-1

### **CLASSIFICATION OF CONTRACT & REGULAR FACULTY**

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Instructors, counselors, librarians, nurses and other academic employees employed on an annual basis by action of the Governing Board of the Contra Costa Community College District shall be placed on the salary schedule and assigned to one of the seven classes as follows:

#### **CLASS I**

- Condition 1: Associate of Arts Degree plus six (6) years work experience in the field of the assigned discipline (Vocational Education Only)
- Condition 2: Bachelor's Degree plus two (2) years work experience
- Condition 3: Possess a valid Community College Credential (no longer issued)
- Condition 4: Meet designated requirements for an equivalency in the assigned discipline

#### **CLASS II**

- Condition 1: Associate of Arts Degree plus 9, 10 or 11 years work experience in the field of the assigned discipline (Vocational Education Only)\*
- Condition 2: Bachelor's Degree plus 15 (fifteen) approved semester units of college grade beyond the degree
- Condition VE: 15 (fifteen) approved semester units of college grade beyond a Class I placement\*\*

#### **CLASS III**

- Condition 1: Associate of Arts Degree plus 12, 13 or 14 years work experience in the field of the assigned discipline (Vocational Education Only)\*
- Condition 2: Bachelor's Degree plus 30 (thirty) approved semester units of college grade beyond the degree.
- Condition 3: Master's Degree
- Condition VE: 30 (thirty) approved semester units of college grade beyond a Class I placement\*\*

#### **CLASS IV**

- Condition 1: Associate of Arts Degree plus 15, 16 or 17 years work experience in the field of the assigned discipline (Vocational Education Only)\*
- Condition 2: Bachelor's Degree plus 45 (forty-five) approved semester units of college grade beyond the degree

Condition 3: Master's Degree plus (15) approved semester units of college grade beyond the degree.

Condition VE: 45 (forty-five) approved semester units of college grade beyond a Class I placement\*\*

### **CLASS V**

Condition 1: Associate of Arts Degree plus 18, 19 or 20 years work experience in the field of the assigned discipline (Vocational Education Only)\*

Condition 2: Bachelor's Degree plus 60 (sixty) approved semester units of college grade beyond the degree

Condition 3: Master's Degree plus 30 (thirty) approved semester units of college grade beyond the degree.

Condition VE: 60 (sixty) approved semester units of college grade beyond a Class I placement\*\*

### **CLASS VI**

Condition 1: Associate of Arts Degree plus 21, 22 or 23 years work experience in the field of the assigned discipline (Vocational Education Only)\*

Condition 2: Bachelor's Degree plus 75 (seventy-five) approved semester units of college grade beyond the degree

Condition 3: Master's Degree plus 45 (forty-five) approved semester units of college grade beyond the degree

Condition VE: 75 (seventy-five) approved semester units of college grade beyond a Class I placement\*\*

### **CLASS VII**

Condition 1: Associate of Arts Degree plus 24 or more years work experience in the field of the assigned discipline (Vocational Education Only)\*

Condition 2: Bachelor's Degree plus 90 (ninety) approved semester units of college grade the degree

Condition 3: Master's Degree plus 60 (sixty) approved semester units of college grade beyond the degree

Condition 4: Doctorate

Condition VE: 90 (ninety) approved semester units of college grade beyond a Class I placement\*\*

\*Full-time work experience used to meet minimum qualifications in a vocational discipline will not be included in salary step placement calculation. Condition 1 only applies for initial class placement at time of employment as a regular faculty member.

\*\*Condition VE is only for vocational education instructors and only for moving across the salary classes after being initially employed as a regular faculty member.

## APPENDIX D-2

### **CLASSIFICATION & STEP PLACEMENT OF PART-TIME FACULTY**

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## APPENDIX G

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## APPENDIX H

### **SIDE LETTER REGARDING POST-JULY 1, 1988 RETIREES**

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**Side Letter Regarding Post-July 1, 1988 Retirees:** This side letter represents the understandings between the District and United Faculty with regard to the provisions of Section 21.10.2 (the prior 21.10A2). The District's contribution towards retiree health and welfare premiums is based upon the Kaiser and dental plan rates as specified in Section 21.10.2. The parties recognize that carriers, plans and coverages available for retirees may change in the future. Retirees will be allowed access to plans subject to carrier approval that may be available in those future years. For example, in the event that in some future year some of the current carriers are changed, the District does not have an obligation to somehow replicate the coverage provided by a lost carrier. Similarly, from time to time coverages can change, and the parties understand that the District's obligation does not include maintenance of a particular coverage that was available when the retiree left the District.

## APPENDIX I

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## APPENDIX J

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## APPENDIX K

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## APPENDIX L-1

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## APPENDIX L-2

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## APPENDIX L-3

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**APPENDIX M**

**TENTATIVE AGREEMENT (DATE)**

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