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**Tentative Agreement between Contra Costa Community College District and United Faculty
October 1, 2009**

After a series of negotiating sessions considering 2009-10 re-openers, the parties have agreed that all current articles of the collective bargaining agreement remain the same, with the exception of the following:

COMPENSATION:

1. The District and United Faculty reaffirm their commitment to raising total compensation for faculty to the top third of the Bay 10 while working collaboratively to improve district-wide efficiency and productivity.
2. This year's formula-generated salary increase would have been 3.75% based on gains in productivity and growth. However, due to the financial crisis in California and the substantial reduction in ongoing State funds provided to CCCCDC for 2009-10, ongoing revenues were cut substantially more than \$1M and per the agreement the formula was negated.
3. The District agrees to fund all step and column advancements and the District's share of increases in health and welfare benefits premiums for 2009-10.
4. The United Faculty's obligations from all fronted growth and productivity from previous years have been fulfilled.
5. For 2009-10, the District will maintain a parity pay rate of 7.8% for Fall 2009 up to the total allocation provided by the state for the year. Any remaining allocation provided by the state will be distributed in Spring 2010. The District and United Faculty agree to resume negotiations in Spring 2010 to discuss parity pay for that semester and a long-term strategy for addressing parity.

ARTICLE 6:

- 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/department** faculties.
- 6.1.2 Faculty participation in **division/department** 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. **Duties not listed cannot be added to the regular department chair responsibilities except by mutual agreement between the District and United Faculty.**
 - 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. matters or refer matters to Dean when appropriate.**
 - 6.2.3.2.3 **Be regularly available to colleagues and answer departmental inquiries and attempt to resolve** Attempt to resolve department member inquiries, complaints and grievances on a department level in a timely manner.
 - 6.2.3.2.4 Coordinate the preparation and submission of class schedules to Division **Dean Chair, meeting established deadlines.**
 - 6.2.3.2.5 Participate in the hiring process for full and part-time faculty, **including recruiting faculty to serve on selection committees.**
 - ~~6.2.3.2.6 Recruit faculty to serve on selection committees for regular and part-time instructors in the department.~~

- 6.2.3.2.6 7 Coordinate **faculty evaluations for regular and part-time and substitute faculty in the department.** ~~the development of evaluation committees for part-time and substitute instructors.~~
- 6.2.3.2.7 8 Assist in the orientation of new faculty.
- 6.2.3.2.8 9 **Contribute, as needed, in budget development process.** ~~Recommend,~~ **Monitor** and maintain department budgets.
- 6.2.3.2.9 10 Represent or delegate representation of the department at appropriate division/administrative/ college/district meetings.
- 6.2.3.2.10 Coordinate the development of course reviews, revisions, additions, and deletions. **Oversee** ~~Supervise~~ changes in course outlines and catalogue changes.
- 6.2.3.2.11 Be responsible for meeting Curriculum Committee deadlines and seeing changes through the Curriculum Committee.
- 6.2.3.2.12 Disseminate information about curriculum changes to department members **in a timely manner.**
- 6.2.3.2.13 Convene department meetings as often as necessary **to meet deadlines and responsibilities.**
- 6.2.3.2.14 Assist with student recruitment and community outreach when appropriate.
- 6.2.3.2.15 Coordinate program review and institutional planning.
- 6.2.3.2.16 Assist with the maintenance of files on current course outlines, syllabi, textbook orders and class schedules.
- 6.2.3.2.17 Assist in the development of grant applications and special funding.
- 6.2.3.2.18 Assist in monitoring the use and condition of facilities **and** equipment assigned to the department.
- 6.2.3.2.19 Provide appropriate input for the evaluation of all classified staff **as needed.**
- 6.2.3.2.20 Evaluate, when appropriate, **hourly** ~~tutorial~~ and student employees.
- 6.2.3.2.21 Assist counselors/advisors and the articulation officer to clarify and update information on departmental courses.
- 6.2.3.2.22 Advocate on behalf of the department and work with the administration to effect changes requested by the department.
- 6.2.3.2.23 Disseminate appropriate information.
- 6.2.3.2.24 Assist in implementing district and state mandated changes.
- 6.2.3.2.25 Coordinate the development and maintenance of departmental guidelines.

6.2.3.2.26 Oversee and facilitate the development and assessment of course and program-level student learning outcomes.

6.2.3.2.27 Facilitate implementation of drop-in hours-by-arrangement.

6.2.3.2.28 Facilitate requisition of supplies, textbooks and teaching materials.

6.2.3.2.29 Participate in facility development.

6.2.3.3 Evaluation: Annually, the appropriate Area Dean will write a letter to each Department Chair providing feedback related to the established duties and responsibilities and/or will schedule a meeting to provide feedback in person. The letter may be retained but will not be placed in the Department Chair's personnel file.

6.2.3.3.1 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.

6.2.3.3.2 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.

6.2.3.3.23 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.

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

The District and UF agree to negotiate an evaluation process for Department Chairs.

ARTICLE 11:

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 and the moneys previously allocated to department chair stipends, effective 7/1/02 the amounts allocated shall be augmented by \$200,000, and **effective 7/1/09, the total funding for reassigned time allocated to department chairs will be increased by \$138,000** (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. **Effective 7/1/09 the minimum reassigned time (or stipend equivalent) for all department chairs will be 10 percent of a full load for all departments established prior to 6/1/2009. Reassigned time or stipends for chairs of departments formed after this date will be decided by the College President in consultation with the appropriate UF Vice President.**

- 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.
- 11.1.1.6 **Department chairs who opt to take a stipend rather than reassigned time will be considered to have taken reassigned time for the purposes of calculating their maximum allowable annual load, according to Article 8.5.**

ARTICLE 20:

20.3 **SALARY PROVISIONS: PLACEMENT (Class/Step):**

20.3.1 **Contract (Probationary), Regular (Tenured), and Full-Time Temporary Faculty Salary Schedule Rules and Regulations:**

The purpose of this section is to provide a detailed explanation of the criteria used in determining Original Salary Placement (Class and Step).

Proper salary placement (Class/Step) is a joint responsibility of the employee and the District. **The District or college will inform each employee annually of his/her class and step placement.** New hires will receive written notification of their final salary placement (FSP) within ten (10) working days following Board approval of employment.

All employees are **encouraged** to review their salary placement at least annually and should they believe that they are improperly placed on the salary schedule, they are to immediately bring this information to the attention of the District.

Newly employed faculty will be given sixty (60) days from their first service also known as original hire date (OHD) to submit official transcripts, copies of their credentials and any verification of teaching and/or work-related experience to be used for salary placement.

During this 60 day period, faculty will be assigned an Initial Salary Placement of Class 1, Step 1. Upon receipt of official transcripts, teaching and/or work-related experience, a Final Initial Salary Placement (FSP) will be determined. District Payroll will adjust your next check to retroactively reflect the difference between the I-1 rate and FSP effective OHD. **Faculty who wish to appeal their FSP should notify the United Faculty within fifteen (15) days.**

If complete materials have not been submitted at the end of 60 days, placement will be made on the basis of available information. **If a newly hired faculty member is still waiting for verification from a previous employer(s) at the end of the 60 day period, he or she shall notify the District in writing that verification is still pending and provide details. Upon receiving verification, the District will reclassify the employee accordingly, following contractual step advancement procedures. No retroactive pay or placement shall occur.**

Copies of diplomas and/or transcripts may be used to determine if an instructor meets minimum qualifications in their teaching area but may not be used to determine Final Salary Placement. Instructors who meet minimum qualifications will be sent to Governing Board for approval.

20.3.1.1 Faculty Salary Schedule: The current salary schedule for contract and regular faculty personnel is included in Appendix B.

20.3.1.2 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.

20.3.1.3 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.

20.3.1.3.1 A faculty member is placed in Classes I through VII depending upon degrees, and/ or number of academic units over and above degree(s).

20.3.1.3.2 Degrees must have been granted by a college or university accredited by a recognized accrediting agency. All foreign degrees must be evaluated by NACES, National Association of Credential Evaluation Services, or any other agency agreed to by the Faculty Senates Coordinating Council.

It is important that the instructor request an evaluation to determine what comparable U.S. degree they possess as well as the number of units it took to earn that degree. If the evaluation confirms the degree is equivalent to a Master's but does not indicate the number of units required to earn that Master's, then the instructor will be placed at a Class III.

20.3.1.3.3 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.

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

20.3.1.3.5 ~~Teaching credentials must be submitted for recording in the personnel file.~~ **Faculty grandfathered under the credentialing system must present their credential(s) for recording purposes.**

20.3.1.4 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:~~ **Step is based on teaching and/or work-related experience.**

20.3.1.4.1 Minimum Step Placement: A newly-appointed faculty member with no ~~who has not had full-time~~ teaching experience and/or related occupational experience will be placed on Step 1.

20.3.1.4.2 Maximum Step Placement: ~~Beginning July 1, 2002, Step 8 will in the highest step placement for newly-appointed faculty members. Step 9 will be the highest step placement for newly-appointed faculty members on or after July 1, 2003 and Step 10 will be the highest step placement for newly-appointed faculty members except for those who have worked with academic load part-time in the District for six semesters or more including the year immediately preceding their being hired full-time, who may be placed up to Step 13 following contractual placement procedures. on or after July 1, 2004. Instructors who have worked part-time in the District and are subsequently hired as full-time instructors will be re-placed at the appropriate class and step at the time of hire as a full-time faculty member. the prior academic year, will be placed at no less than his/her prior salary step. All Faculty hired on or after July 1, 2006 may use all part-time college teaching experience for original step placement up to established limits.~~

20.3.1.4.3 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 **established limits**. ~~a total of six (6) advancements.~~ A year's experience is obtained by full-time teaching or by other full-time approved educational service in a public or private accredited or government approved educational institution as a regular certificated (if a public school) teacher, counselor, ~~or 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, **research** ~~assistant~~ or laboratory assistant will only be accepted as qualifying experience when the faculty member was the teacher of record.

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 7 8 9~~

~~**Step**~~

~~1 2 3 4 5 6 7 8 9 10~~

20.3.1.4.4 Related Occupational **Work-Related** 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 **established limits**. ~~a total of six (6) such experience increments.~~ Part-time work experience may be accumulated to count as full-time experience based on employer's definition of full time or a 40 hour work week if not defined.

20.3.1.4.5 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.

20.3.1.4.6 **Substituting Work Experience for Class Placement in a Non-Master's Discipline.** In addition to the determining factors of degree, academic units and credential type governing Class placement, faculty may substitute full-time work experience for Class placement in lieu of Step placement. To be eligible faculty must be assigned to a non-master's discipline and possess an AA degree. The first six years of full-time work experience will be used to meeting minimum qualifications. The remaining years may be used to move across in Class on the basis of three years experience for each Class. This option is shown as Condition VE in Appendix D-1.

20.3.1.4.7 **Self Employment.** Instructors may submit verification of their full-time self-employed status for salary placement purposes. Copies of IRS Schedule C must be attached for each year. If Schedule C is not available, other documentation will be evaluated on its merit. Full-time employment requires that the individual show the work performed is reasonably equivalent to other full-time employment. For example, profit from a business that would provide income at least equivalent to full-time employment or receipts that would show evidence of at least 1800 annualized hours of work will be accepted.

20.3.1.5 **Advancement to Higher Classification:** To advance on the salary schedule, faculty must earn additional units beyond their final initial placement. After final initial FSP, the coursework submitted and reviewed for initial class placement is not considered for advancement to higher classification. All units submitted beyond the final original initial class placement, including those submitted at the time of hire but not used in the final initial placement, are eligible to be used for advancement and are subject solely and only to the provisions in the UF/CCCCD Agreement, 20.3.1.2.5, and are to be evaluated accordingly.

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 **Carnegie units including degree applicable units, post-graduate or professional development** units as described in 20.3.1.5.1-3 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 20.3.1.5.1 and 20.3.1.5.2 below shall apply.

20.3.1.5.1 A minimum grade of "C" or "Credit" is required for any units submitted and used for class advancement. ~~At least 40% must be upper division or graduate.~~ Effective July 1, 2001, and through June 30, 2011, at least 50% must be upper division or graduate. **Effective July 1, 2011, no more than 40% of the units submitted for advancement may be**

lower division. For each class advancement, **the cumulative total of lower division units submitted since the initial FSP may not exceed 40%. Faculty are not required to complete 60% non-lower-division units for each class advancement, but must maintain a cumulative total of lower division units at or below 40% in order to advance to the next class.** ~~enough upper division or graduate units must be submitted so that the cumulative total of upper division or graduate units submitted since the final initial placement meets the requirement of 50% upper division or graduate. Faculty are not required to complete 50% upper division units for each class advancement, but must maintain a cumulative minimum of 50% upper division in order to advance to the next class.~~ Units earned need not be related to the instructor's discipline nor relate to the instructor furthering his/her education. Faculty must satisfy all course requirements for any course submitted for salary advancement:

20.3.1.5.1.1 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.

20.3.1.5.1.2 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.

20.3.1.5.1.3 When **continuing education courses** are required for maintenance of professional licensure **and/or certification**, and the state or other governmental agency issued licensure **and/or certification** is required for the performance of the employee's duties (reference Education Code 53417), credit for those approved continuing education courses shall be granted. **Ten contact hours shall be equal to one upper division unit. Only that training that pertains to the maintenance of the licensure and/or certification is eligible.** ~~as follows for advancement to higher classifications:~~

~~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.~~

20.3.1.5.2 ~~A minimum grade of "C" or "Credit" is required for any units taken for credit and used for class advancement. The remaining units may be all lower division and may include Courses previously taken with essentially the same content may be repeated provided ten (10) years have elapsed since original completion of such courses. Repeated courses include courses with essentially the same content taken at different institutions.~~

20.3.1.5.2.1 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 **and will be credited as**

upper division units. Credit will be divided by the number of ~~individuals~~ **District faculty** involved in the project. Those projects which are rejected may be revised and resubmitted the following year.

20.3.1.5.2.2 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 20.3.1.5.2.1 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 **or proceedings** of learned or professional societies **and institutes** 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.~~

1. The instructor shall submit the project materials to the Area Dean.
2. The Dean shall forward the project to the United Faculty President who will convene a Review Panel. The Review Panel shall consist of: the applicant's Area Dean, one faculty member from each college in the appropriate discipline, and one faculty member designated by the applicant.
3. The Review 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. The Review Panel will first decide if the project meets the criteria stipulated above. If so the Review Panel shall assess the number of units to be awarded. As a rule, 54 hours of work should equal 1 unit of credit. A maximum of fifteen (15) semester hours credit are allowable for each submission up to a total maximum of 15 units. The Review Panel will forward its

decision to the Vice Chancellor for Human Resources.

4. The decisions of the Review Panel shall be grievable on matters of procedure only.

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 20.3.1.5.2.1, 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.

Miscellaneous: For the projects, such as textbook chapters or revisions, videos, films, **private lessons with a maestro**, 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 for each submission up to a total maximum of 15 units.

~~20.3.1.5.3 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 upper lower division 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.~~

20.3.1.6 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.

20.3.1.7 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 in a **paid status or on any form of medical leave (FMLA, CFRA, etc.), or on military leave** 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.~~

20.3.1.8 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 20.3.3.

20.3.1.9 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.

20.3.1.10 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.

- 20.3.1.11 A full-time unit member who is rehired **will be placed at his or her salary placement on the salary schedule at separation or may choose to be re-placed as a new employee.** ~~may use 20.3.1.E for placement.~~

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

- 20.3.2.1 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.

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

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

- 20.3.2.1.3 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.

- 20.3.2.2 67% Rule: ~~Effective January 1, 2009;~~ A temporary (part-time) employee shall not be employed **during the fall or spring semester** for more than sixty-seven percent (67%) of the ~~hours per week~~ **semester load** considered a full-time assignment for permanent employees having comparable duties.

- 20.3.2.3 **For temporary (part-time) faculty, the District or college will provide a load and employment letter listing the faculty member's assignment and load value every semester.**

- 20.3.2.4 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.

- 20.3.2.5 Original Class Salary Placement (Class & Step): **Except as noted**, rules and regulations affecting class **salary placement** 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 VE" 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.~~

~~20.3.2.5 **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) until July 1, 2002 when the maximum step placement will be eight (8). Beginning July 1, 2003, maximum step placement will be nine (9) and beginning July 1, 2004, maximum step placement will be ten (10).~~

20.3.2.6 **Advancement to Higher Classification or Step:** A minimum grade of "C" or "Credit" is required for any units taken for credit and used for class advancement. Temporary (part-time) personnel **faculty** may submit additional degrees, credential, units, or college level teaching experience **per contractual procedures** which would entitle them to be placed in a higher classification or step, subject to the following: **prior to the first day of instruction each semester. If approved, compensation will be retroactive to the first day of the semester.**

20.3.2.6.1 Part-time faculty shall be allowed to use all college level teaching experience for step advancement. Faculty shall be advanced on the salary schedule one step for each year of accumulated 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 faculty member was a contract or regular faculty member in the appropriate area. The most service a faculty member can accumulate in a given year is 1.0 FTE (full-time equivalency). If in a given year, i.e. academic year 06-07, a faculty member works for two districts with a load of .6 in each district, the faculty member will receive the maximum credit of 1 FTE, not a 1.2 FTE.

Faculty hired on or after July 1, 2006 may use summer session hours are eligible to be used toward step advancement.

20.3.2.6.2 ~~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. Official transcripts and verification of college level teaching experience received prior to the first day of instruction will be effective the first day of the semester.~~

~~20.3.2.6.3 District shall Review and act upon submission of out-of-district experience received after the first day of instruction and/or accumulation of in-district experience so that step increase shall occur in the next regular semester (fall or spring) immediately following the new step attainment. District will automatically act on in-district accumulation and advancement when eligible. There will be no retroactive application of class or step changes.~~

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

~~20.3.2.6.5 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 lower division 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.~~

20.3.2.7 **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:

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

20.3.2.8 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.

20.3.2.9 A part-time faculty member who ceases to be employed by CCCCD and then returns to teach in the District after more than six semesters will be placed at his or her previous place on the salary schedule or may choose to be re-placed as a new employee.

20.3.3 **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 if the instructor teaches 60% of the course or assigned hours.

- 20.3.4 **Payroll Errors:** Proper salary grade and step placement is a joint responsibility of the employee and the District. **The District will inform each employee annually of his/her class and step placement.** All employees are **encouraged** 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.
- 20.3.4.1 **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.
- 20.3.4.2 **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 **spread over the remaining months of the semester, with even amounts deducted in each month, or the schedule shall be** equal to the number of months the employee was overpaid, **whichever the employee prefers.** 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.
- 20.3.5 **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.
- 20.3.5.1 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.
- 20.3.5.2 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.
- 20.3.5.3 Payday will be on the preceding workday when it falls on a holiday, Saturday or Sunday.
- 20.3.6 **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.

20.3.7 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.

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

20.4.1 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.

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

20.4.3 Stipends paid for 2000-2001 faculty evaluations shall be **paid** according to **appendix J**.the following schedule:

Probationary Evaluation	\$313	\$ 386
Chair Probationary Evaluation	\$375	\$ 464
Peer Evaluation	\$249	\$ 308
Chair Peer Evaluation	\$313	\$ 386
Part-time Evaluation	\$187	\$ 232

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

20.4.5 ~~All unused monies shall revert to the District yearly.~~

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

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

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

20.5 **PAYMENT FOR SUMMER-HIRING DONE DURING SEMESTER BREAKS:**

Faculty will be compensated at the AB1725 (indexed to any salary increases) rate for hiring committee work that occurs in the summer (time between graduation and the first day of August flex) **or between semesters**. 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.

20.6 **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. The District and United Faculty agree to offer the State Teacher's Retirement Defined Benefit Plan, State Teacher's Retirement Cash Balance Plan, and Social Security for part-time faculty whose status is considered temporary.~~

20.7 **MANAGERS RETURNED TO THE FACULTY:** Managers who are returned to the faculty pursuant to the Education Code shall be evaluated for class and step placement according to their education and experience prior to employment with the District. This evaluation shall be in accordance with Articles 20.3.1.3 and 20.3.1.4. After this evaluation is completed, management **and teaching** experience in the District shall be added on, giving credit on the salary schedule on a year-for-year basis. ~~(The two administrators returned to the faculty ranks in 2001-2002 academic year, and the administrator returned to the faculty ranks in 1997-1998 shall be grand-parented under this provision, effective July 1, 2001.)~~ No administrator returned to the faculty, except for those with pre-AB1725 faculty tenure rights, shall bump a regular full-time faculty member from his/her position at the college. This paragraph shall cover all effects of managers returning to the bargaining unit.

ARTICLE 25:

25.1 **STAFFING PREFERENCE ELIGIBILITY INFORMATION:** Part-time faculty become eligible for staffing preference consideration after their seventh semester of teaching within a given department (summer session does not count toward the awarding of staffing preference). Faculty who wish to be considered for preference must submit an application upon completion of their seventh semester teaching evaluations or qualifying evaluations within a given department by **the end of the second full week of classes for consideration in the next semester.**~~either January 10 or July 1.~~

25.2 **PROCESS FOR OBTAINING STAFFING PREFERENCE:**

1. ~~Human Resources or designee will send applications with criteria to all retiring faculty members who wish to teach part time after retirement and part time faculty during their seventh semester.~~ Part-time faculty members may ~~request~~ **submit** applications any time after their seventh semester of teaching. **Retiring full-time faculty may submit applications at the time of their retirement.**

RATIFICATION: The District agrees that its Governing Board shall consider ratification of this agreement at the November 18, 2009 Governing Board Meeting. United Faculty agrees to hold a ratification vote and report the results to the District no later than the close of the business day November 17, 2009.

FOR THE DISTRICT:

Eugene Huff, Associate Vice Chancellor

Date

FOR UNITED FACULTY:

Jeffrey Michels, President

Date