



2019-2022

***Collective Bargaining Agreement
between
Contra Costa Community College District
and
United Faculty***

Revised: April 2011; September 2013; August 2017, October 2017, March 2021

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ARTICLE 1

RECOGNITION

- 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

- 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

- 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.
- 3.4 **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 step 1, column 1 of the salary rate on B-2 schedule. UF and 4CD agree that as of July 1, 2019, there are no outstanding prior-year debts related to reassigned time.
- 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) employees within the unit recognized upon notification by United Faculty that said employees have affirmed union membership. Such dues shall be transmitted to the treasurer of the United Faculty. The authorization for dues deduction shall remain in full force and effect unless the District receives notice of revocation from United Faculty.

3.7.2 Membership Dues:

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 membership dues and service charges requirements is \$_____ per _____.
 Effective Date _____
 Date of Certification _____
 Signature _____
 Title _____

3.7.2.2 District shall, prior to or at the time an individual's employment commences or status changes to bring him/her into the eligible classes, furnish to each employee a membership application/enrollment card provided by United Faculty.

3.7.2.3 United Faculty shall, by the 15th day of each month, provide the District with a listing of new or withdrawing union members, upon which listing the District shall take action to commence or cease deductions in that month.

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 membership 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 as identified by United Faculty.

3.7.2.5 Changes in the amount of monthly uniform United Faculty membership dues or service charges, for any 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

- 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

- 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

- 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.
- 6.2 **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. Attempt to resolve 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 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, 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 Coordinate faculty evaluations for regular and part-time and substitute faculty in the department.
- 6.2.3.2.7 Assist in the orientation of new faculty.
- 6.2.3.2.8 Contribute, as needed, in budget development process. Monitor and maintain department budgets.
- 6.2.3.2.9 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 changes in course outlines and catalog 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 classified staff as needed.

- 6.2.3.2.20 Evaluate, when appropriate, hourly 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.
- 6.2.3.2.30 Coordinate or assign the coordination of career or technical education certificate programs as defined below.
 - 6.2.3.2.30.1 Identified by career or technical education SAM code.
 - 6.2.3.2.30.2 The program offers at least one certificate of achievement that has a program goal of career or technical education certification or degree.
 - 6.2.3.2.30.3 The program has an advisory group made up of community members that meets at least once each semester to advise the program coordinator.
 - 6.2.3.2.30.4 Program coordinators who fail to meet the requirements above shall be ineligible for coordinator compensation as found in Article 11.1 in the subsequent semester.

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.

6.2.3.3.3 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.

6.2.3.3.4 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. District Human Resources shall provide support for all full-time faculty recruitments. Support will include, but will not be limited to:

1. Conducting initial paper-screening of all applicants for minimum qualifications. Applications will be sorted into three groups: those that meet minimum qualifications; those that do not meet minimum qualifications; and those that might meet minimum qualifications (or might meet equivalency standards). All three groups of applications will be forwarded to the paper-screening committee.
2. Handling and investigating all complaints related to recruitment initiated by an applicant, committee member, or anyone involved in the recruitment process.

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 a voting manager proposed from a panel of two to three academic administrators from that college. The panel shall be chosen and submitted by the department and agreed to by the college president. If a department is three or less full-time tenured faculty, the faculty in the division shall select the panel of administrators. The same team shall interview all of the candidates who are invited to come to the college.

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 reviewed and approved by the District. If the District does not approve the department's rating instruments, the District shall consult with the department to resolve the differences. Personal notes and/or information placed on the official rating sheets shall remain the property of the District.
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, and its own evaluation. If the college president and the interview team do not reach agreement regarding the candidate interviewed under this procedure, both recommendations shall be forwarded to the Chancellor for a final recommendation to the Governing Board.
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

7.1 Faculty Load is credited in hours per course 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 using total hours as specified on an official course outline of record.

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. Every 18 hours on an official course outline will be equivalent to 1/15 of a full semester 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. Every 18 hours on an official course outline will be equivalent to 1/12 of a full semester load. An assignment of two hundred sixteen (216) in-class hours shall be considered a full instructional load, provided that at least one hundred sixty two (162) hours are assigned to English Composition type courses.

7.2.3 Laboratory Type Course Assignments.

7.2.3.1 Laboratory One 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 comparable to 7.2.1 is devoted to preparation and to evaluating assignments, examinations, and/or performances. Every 18 hours on an official course outline will be equivalent to 1/15 of a full semester load. Beginning fall 2018 and thereafter, every 18 hours on an official course outline will be equivalent to 1/16.667 (3/50) of a full semester load.

7.2.3.2 Laboratory Two Type Course Assignment. One wherein the instructor devotes the major portion of his or her time in class to the supervision of students who are working on laboratory experiments and/or exercises, practice or skill development. Time outside of class is devoted to preparation and to evaluating assignments, examinations, and/or performances. Every 18 hours on an official course outline will be equivalent to 1/20 of a full semester load.

All courses and assignments classified as of June 30, 2014, as "Laboratory Type" assignments are reclassified under this agreement as "Laboratory Two" type assignments unless or until changes are agreed to following procedures outlined in 7.2.5.5 or following recommendations of the LTF as described in Part Two of this agreement or otherwise agreed to between the Parties.

7.2.3.3 Laboratory Three Type Course Assignment. One wherein the instructor devotes a considerable portion of the course to lecturing and/or demonstrating skills and techniques and the balance of the time to the supervision of student performance and/or the administration of a variety of tests. Every 18 hours on an official course outline will be equivalent to 1/22 of a full semester load.

7.2.3.4 Laboratory Four Type Course Assignment. One wherein the instructor devotes a considerable portion of the course working individually with students or in small groups, demonstrating skills and techniques and/or tutoring with effectively no preparation or outside time spent evaluating student work required. An assignment of thirty-five (35) in class hours shall be considered a full instructional load. Every 18 hours on an official course outline will be equivalent to 1/35 of a full semester load.

7.2.3.5 Laboratory loads may be modified by the department with the approval of the college president to provide cost/revenue neutral load changes.

7.2.4 Physical Education Course Assignment. Courses formerly designated as “Physical Education” or “Activity” assignments will be reclassified as “Laboratory Three” assignments under 7.2.3.3 unless or until changes are agreed to following procedures outlined in 7.2.3.5 or following recommendations of the Load Task Force.

7.2.5 Tutorial Course Type of Assignment. Courses formerly designed as “Tutorial Course Type” assignments will be reclassified as “Laboratory Two” assignments under 7.2.3.2 unless or until changes are agreed to following procedures outlined in 7.2.3.5 or following recommendation of the LTF as described in Part Two of this agreement.

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 that consists of a minimum of twelve thousand one hundred fifty (12,150) semester student contact hours is considered a full instructional load. A full-time member participating in co-operative education 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 that consists of a minimum of twelve thousand one hundred and fifty (12,150) semester 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, and 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. Beginning fall 2018 and thereafter, thirty (30) hours per week exclusive of counseling appointment preparation, evaluations, reports, and the like, shall be considered a full counselor load.

Articulation meetings, not to exceed 2 hours per month unless agreed upon by the Dean, Department Chair/Steering Committee and Articulation Officer, may be included as part of the 27.5 (30, beginning fall 2018 and thereafter) hour per week load for counselors. These meetings shall focus on articulation issues only where discussion, clarification or involvement is needed in the following areas:

- IGETC / UC
- CSU / GE
- ASSIST
- TAAs
- LDTP
- AA/AS degree changes or new degrees
- Curriculum committee changes that impact transfer or graduation
- 2+2 (High School)
- Other related articulation issues

The meeting schedule and agenda shall be mutually agreed upon by the Counseling Department Chair/Steering Committee and the Articulation Officer, and approved by the Division Dean. Both the Articulation Officer and counseling faculty members may submit articulation items to be included on the agenda to the Department Chair/Steering Committee. Articulation meetings shall be chaired by the Counseling Department Chair/Steering Committee.

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 facility, five (5) in unscheduled associated and/or professional duties, shall be considered as a full librarian/learning resources assigned load. Beginning fall of 2018 and thereafter, an assignment of forty (40) hours per week, thirty-eight (38) of which are normally assigned to library-related activities, two (2) 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. Beginning fall of 2018 and thereafter, an assignment of forty (40) hours per week, thirty-eight (38) of which are normally assigned to health-related activities, two (2) 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 forty (35) hours per week, thirty-five (30) hours of which are normally assigned in the tutoring center, five (5) in unscheduled associated and/or professional duties, shall be considered as a full tutoring coordinator assigned load. Beginning fall of 2018 and thereafter, an assignment of forty (40) hours per week, thirty-eight (38) hours per week which are normally assigned to tutoring-related activities, two (2) 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-eight 1/8 of the non-instructional hours unscheduled associated and/or professional duties. Beginning fall of 2018, a full non-instructional load for a learning specialist shall be 40 hours, including two (2) hours per week in 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. Beginning fall 2018 and thereafter, full load for any new faculty non-instructional position created during the life of this Agreement shall be forty (40) hours, with thirty-eight (38) hours scheduled duties and two (2) 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 through the add period. 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) scheduled office hours per week, scheduled no more than one and one-half (1 ½) per day, and, beginning fall 2018 and thereafter, one half (1/2) hour per week unscheduled for electronic communications with students and other work with students outside of class. Faculty teaching on-line courses may, at their option, hold scheduled 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.

7.8.5.3 Any faculty member may designate up to 1 hour of regular office hours as an "on-line office hour." The on-line office hour must be a regularly scheduled hour, posted along with on-campus office hours, during which the faculty member is available on-line for synchronous communication to consult with and respond to students. Each faculty member will turn in a schedule of office hours to be posted electronically prior to the beginning of each class. Part-time faculty members must have and use a District email address to designate an office hour (or half hour) as on-line.

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. No faculty member may reduce load by a full semester (1.0 banked load) more than twice in any three-year period, including semesters prior to retirement.

7.11.2.1 Faculty with more than 2.0 semesters of banked load as of the end of the 2010-11 academic year are not restricted by the limit on using no more than two full semesters of banked load prior to retirement. A list of faculty meeting this criterion shall be kept by the District and United Faculty.

7.11.2.2 Faculty described in 7.11.2.1 above and who are using more than 2.0

semesters of banked load shall submit a letter of intent before their first semester of using banked load stating their semester of retirement. Faculty who submit a letter of intent to retire under this provision and subsequently do not retire shall use all remaining banked load before being actively assigned and shall forfeit all rights to bank additional load in the future without management approval.

- 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.
- 7.11.11 Effective for the 2011-12 academic year, the maximum amount of accumulated banked load allowed will be 4.0 semesters. A faculty member whose banked load meets or exceeds 4.0 semesters will not be allowed to accumulate any additional banked load until the banked load falls below 4.0 semesters. Effective for the 2012-13 academic year, the maximum amount of accumulated banked load allowed will be 3.0 semesters. Overload assignments for those who exceed the maximum allowable cumulative banked load must be paid at the 'A/C' rate.

- 7.12 **OVERLOAD A/C:** Faculty may designate overload as A/C if:
1. He/she teaches a class that ends after 4pm, or
 2. He/she teaches a class that starts before 9 am, or
 3. He/she teaches a class that meets on Saturday or Sunday, or
 4. He/she teaches more than 4 days a week.

7.12.1

Faculty who submit to their Department Chair a "Professional Activities Report" as found in Appendix P prior to a given semester may designate any overload assignment as A/C (regardless of time of day) during that semester.

ARTICLE 8

SCHEDULING

- 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. When a reduced number of sections, rooms, or times has been made available by management, or when management has denied faculty requests for expansion, management must present department faculty with written documentation supporting their decisions within five working days.
- 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:

8.1.2.1 First discuss with the first (1st) level manager the dispute area(s).

Management may not change the schedule in any way that results in any of the following:

8.1.2.1.1 More than 3 consecutive lecture hours or 4 consecutive lab hours except with the agreement of the faculty member affected.

8.1.2.1.2 Fewer than 12 hours from the end of one day's work to the beginning of the next except with the agreement of the faculty member affected.

8.1.2.2 Any matter remaining unresolved may be appealed to the next higher level college manager.

8.1.2.3 Where any dispute area(s) remain after 8.1.2.2, 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:** 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

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

ARTICLE 10

WORKING DAYS - CALENDAR

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

- 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, and effective 7/1/18, the total funding will be increased by \$160,000, and effective 7/1/20 the total funding will be increased by \$50,000, (indexed to salary schedule B-1).

11.1.1 Criteria for Stipends and Reassigned Time

- 11.1.1.1 For each program as defined in Article 6.2.3.2.30, \$1,000 per semester or the load equivalent shall be allocated to the program coordinator. The department chair may also elect to distribute a share of the department-chair load or stipend to any other faculty for taking on a share of department-chair duties. 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, or for programs created after 7/1/2018, 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.

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

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. Personal necessity leave is not intended for vacation.

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 the end of the first full week of classes in the spring term.

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, up to \$300,000, 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 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, research, or creativity designed to enhance the teacher's performance and, which will benefit the college and the students of the college. Projects may include study and/or original research in a given field, the creation of music, art, dance, literature, film, and theater so long as the project is relevant to the applicant's field of expertise for which s/he is employed by the District.

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 Sabbatical Leave Modifications.

12.5.8.1 Faculty whose sabbatical applications have been approved may propose changes to their sabbatical leave plan. The process for requesting changes and specific criteria for evaluating change requests shall be communicated to faculty at the time of their original sabbatical leave approval. All changes to sabbaticals are subject to approval by the Sabbatical Leave Committee. Changes made without prior approval or failure to complete the Sabbatical Leave plan as approved shall result in consequences as stated in 12.5.9.2

12.5.8.2 The Sabbatical Leave Committee will respond to a modification request within ten (10) working days of District receiving it. Applicants shall be informed, in writing, of the Committee's decision.

12.5.9 Return from Sabbatical.

12.5. 9.1 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. 9.2 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. 9.3 The employee shall, unless he/she otherwise agrees, be reinstated in the position held at the time of granting of the sabbatical.

12.5. 9.4 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. 9.5 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. 9.6 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. 10 Sabbatical Leave Committee. Shall consist of the following:

12.5. 10.1 A non-voting representative of the District administration shall act as the presiding officer.

12.5. 10.2 Presidents of the colleges.

12.5. 10.3 Deans of instruction or equivalents at the colleges.

12.5.10.4 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. 11 Grievability.

12.5. 11.1 No grievance may be filed in regard to any decision of the Sabbatical Leave Committee other than for alleged procedural violation.

12.5. 11.2 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. 11.3 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. 11.4 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. 12 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. 12.1 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:

12.5.12.1.1 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,

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

12.5.12.2 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.

12.5.12.3 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.

Part-time faculty may receive sick leave donations from any employee, and may donate accumulated sick leave to other part-time faculty following the same requirements as outlined above. Part-time faculty may not donate sick leave to full-time employees.

- 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.

- 12.8.1 Educational Conference Leave for Part-time Faculty: The Chancellor or College President may grant to part-time faculty and full-time faculty teaching A/C assignments leave with pay to attend educational conferences and meetings that 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 efficiently. Part-time faculty and full-time faculty teaching A/C assignments on paid conference leave will be paid for their regularly scheduled hours while on paid conference leave.

- 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:** Unit members shall be granted federal Family and Medical Leave, California Family Rights Act and Pregnancy Disability Leave in accordance with federal and state law.

- 12.10.1 Maternity Leave: Unit members shall be granted rights under federal Family and Medical Leave Act, California Family Rights Act, and Pregnancy Disability Leave in accordance with federal and state law.

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) additional 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.)

12.11.3 Unit members may apply for additional days of Catastrophic Family Leave, subject to the conditions and following the procedures outlined below with approval contingent on funds in the identified account and, if needed, additional sources mutually agreed upon by the UF and the District. Funds for this plan will come from the existing UF Co-Pay Reimbursement account of \$50,000 annually. The plan will be administered by District Human Resources as outlined below.

12.11.3.1 Annually, the District will move any remaining funds from the “UF Co-Pay” account from the prior corresponding year into a “UF Catastrophic Family Leave” account. (e.g. unused co-pay funds from 2016-17 will be moved to the 2017-18 family leave account).

12.11.3.2 Faculty members who have exhausted their family leave options, including family leave and personal necessity leave, may apply for additional paid leave.

12.11.3.3 Eligibility will be determined based on FMLA/CFRA standards.

12.11.3.4 If approved by District Human Resources, the college will be reimbursed the average “C” rate for replacing the approved faculty member.

12.11.3.5 Reimbursement will be on a first-come, first-served basis, and approval will be contingent on available funds.

12.11.3.6 Unused funds remaining in the “UF Catastrophic Family Leave” account at the end of the year will not roll over into the subsequent year.

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

- 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 (not part of regular "A load"), 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 This article does not apply to non-credit courses where the District receives apportionment at the standard for-credit rate.

ARTICLE 14

EARLY RETIREMENT/PRE-RETIREMENT PLANS

- 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 credited service in a certificated position 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 ten (10) 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.

14.2.9 Contract. Mutual consent to the conditions noted above must be reached by March 15 for the following academic year. Participation must begin at the beginning of the academic year and must be for the entire academic year.

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.

14.2.11 CalSTRS Approval. CalSTRS must receive and approve the pre-retirement reduction prior to the employee participating in the program.

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

- 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

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 semester/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

- 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. All faculty hired mid-year may be evaluated during their first semester at the discretion of the department, using the part-time evaluation procedures.

17.7 **EVALUATION OF FACULTY TEACHING AT MULTIPLE CAMPUSES:**

When part-time faculty teach for a college at two different locations (e.g. Pleasant Hill Campus (PHC) and the San Ramon Campus (SRC)), departments (and non-departmentalized groups) at any college campus may, at their discretion, elect to accept an evaluation of a part-time faculty member conducted at the other campus in lieu of conducting an independent evaluation, provided that:

17.1.1 the evaluation at the other campus was in the same discipline as the part-time faculty is teaching at the campus accepting the evaluation; and

- 17.1.2 the evaluation being accepted was conducted within three (3) semesters of the time due to be evaluated at the campus accepting the evaluation; and
- 17.1.3 the summary score on the most recent evaluation was neither “needs improvement” nor “unsatisfactory”; and
- 17.1.4 the part-time faculty due to be evaluated agrees to have the previous evaluation used in lieu of a new evaluation at the second campus.

In the case that a college department elects to accept an evaluation from another campus, no additional changes to the time line or due-process rights shall be implied. Part-time faculty will continue to have separate evaluation time lines at each campus and in each department that they teach, and seventh-semester requirements for part-time faculty (that they be evaluated by at least two evaluators) remain in effect.

17.8 MODIFICATION OF EVALUATION CYCLE FOR TENURED FACULTY

Any department that submits advanced written notification to the appropriate dean by November 15 of the preceding fall semester, with a copy sent to UF, may evaluate any tenured faculty member one semester early (in the spring semester that precedes a regularly scheduled fall evaluation) one time. Doing so will change the evaluation timeline for the evaluatee so that he or she will normally be evaluated every sixth spring semester thereafter.

No tenured faculty member shall have his or her evaluation timeline advanced and adjusted in this way more than once unless all parties agree otherwise in response to a specific contract-variance request.

This provision shall not apply if the most recent evaluation included a summary score of “needs improvement” or “unsatisfactory.”

This provision does not apply to probationary or part-time faculty and does not modify any other part of the collective bargaining agreement or evaluation process.

ARTICLE 18

PERSONNEL FILES

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

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.

If hearing is held in public session, one hour shall be allotted with the grievant having 20 minutes to present, the District 20 minutes to respond, and the Board having 20 minutes to question the parties.

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

- 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 **SALARY 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: 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: 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 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 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 official transcripts or grade reports to which the college seal or registrar's signature has been attached.

20.3.1.3.5 Faculty grandfathered under the credentialing system must present their credential(s) for recording purposes.

20.3.1.4 Step Placement: 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 teaching experience and/or related occupational experience will be placed on Step 1.

20.3.1.4.2 Maximum Step Placement: Step 11 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 14 following contractual placement procedures. 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. 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 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 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 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.

20.3.1.4.4 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. 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 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 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 taken for credit and used for class advancement. 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. 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.

20.3.1.5.2 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 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.

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 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 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 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.

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.

20.3.1.6 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.

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 replaced as a new employee.

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. The 2019-2022 Agreement also includes a load adjustment factor.

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: A temporary (part-time) employee shall not be employed during the fall or spring semester for more than sixty-seven percent (67%) of the 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 Salary Placement (Class & Step): Except as noted, rules and regulations affecting salary placement of temporary (part-time) day, extended day and summer session teachers, counselors, librarians and other faculty members are the same as for contract and regular faculty.

20.3.2.6 Advancement to Higher Classification or Step: Temporary (part-time) 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 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 toward step advancement.

20.3.2.6.2 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 Review of out-of-district experience received after the first day of instruction shall occur in the next regular semester (fall or spring). District will automatically act on in-district accumulation and advancement when eligible.

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

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. Effective with 2020 tax year, checks for the December pay period shall be made payable the last working day of December.

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 for faculty evaluations shall be paid according to Appendix J.

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

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

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

20.5 **PAYMENT FOR 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 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.

20.6.1 Full-time Equivalent Hours for Part-Time Faculty: the District reports 525 hours as the full-time equivalent for instructional part-time faculty service, and 1050 hours as the full-time equivalent for non-instructional part-time faculty service.

Effective July 1, 2014, the District will report 594 hours as the full-time equivalent for instructional part-time faculty service, and 1050 hours as the full-time equivalent for non-instructional part-time faculty.

In subsequent years, the full-time equivalent hours will be adjusted by the agreed-upon load adjustment factor as follows: lecture weekly hours (15) multiplied by paid weeks per academic year (36) multiplied by Load Adjustment Factor.

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. 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 21

BENEFITS

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 or Anthem, 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. Effective January 1, 2018, the maximum monthly amount shall be \$600. 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 and Anthem Blue Cross EPO will be approved programs available to eligible unit members. The health insurance plan referred to as the "Anthem HMO" plan shall cease to be offered effective with the fall 2019 open enrollment. 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

The District shall pay the monthly premium amounts for each employee's domestic partner and the domestic partner's dependents who meet the eligibility requirements of the plans in question. Only those regular full-time faculty who retire on or after May 1, 2002 and who would otherwise be eligible for retiree health benefits under section 21.10 shall be eligible for domestic partner benefits under the same qualifying conditions outlined in Section 21.6.5, except as those benefits are modified under Section 21.10. Part-time faculty who receive health benefits under Section 21.9.5 shall be eligible to participate in domestic partner benefits under the same qualifying conditions outlined in Section 21.6.5, except as those benefits are modified under Section 21.9.5. 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. Neither individual has had another domestic partner within the prior six (6) months (unless the relationship terminated due to death).

2. Termination of the partnership shall entitle the non-employee domestic partner and the dependents of the non-employee domestic partner the rights to the District COBRA coverage or Kaiser conversion coverage.

3. Dependents of domestic partners who meet the eligibility requirements of the plans in question shall be eligible for coverage.

4. 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 Fringe Benefit: Part-time temporary unit members and their dependents may qualify for health and/or dental benefits listed in Appendix F (vision excluded) under the following conditions:

21.9.5.1 Faculty member must be employed in the current semester and have averaged at least .3 FTE of a regular faculty member's load for the previous academic year (fall and spring). There is no need to confirm enrollment in order to continue receiving benefits. In order to discontinue benefits, faculty members must complete an official District deleting-coverage form found at the District website. Otherwise, faculty members will continue on the plan, unless they no longer meet eligibility requirements, in which case they will automatically be dropped from the plan and will receive a COBRA notice describing how they can continue their coverage through COBRA. In this instance submitting an enrollment change form is not necessary. District will notify all part time faculty that it is the responsibility of the part time faculty member to drop health coverage in the open enrollment notice.

21.9.5.1.1 In order to add or drop dependents, spouse, or domestic partner, provider enrollment/change form must be submitted to college human resources office. In order to drop dependents, spouse or domestic partner, a certificate of divorce or legal separation, dissolution of domestic partnership or proof of other coverage must be submitted in addition to a District deleting coverage form. In order to add dependents, spouse, or domestic partner, a copy of a marriage license (spouse) or District Affidavit of Domestic Partnerships (spouse), copies of birth certificates (dependent children) are required for enrollment and must be attached to the enrollment form when including a spouse or dependent child.

21.9.5.2 Approval of this arrangement by the carriers.

21.9.5.3 District shall contribute toward the premium cost of the health plan based on the member's average load for the previous academic year (fall and spring) in three tiers as follows:

30% load and greater – District shall contribute 40% of the premium cost

40% load and greater – District shall contribute 50% of the premium cost

60% load and greater – District shall contribute 75% of the premium cost

21.9.5.4 The member's average load for the prior academic year (fall and spring) shall determine the District's contribution toward the premium for the entire fiscal year in which the member is otherwise eligible. Payments shall be averaged over all months in which the member is eligible and selects health benefits coverage..

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.

21.9.5.8 Part-time unit members in the open enrollment will submit provider enrollment forms as directed in the open enrollment communication from the District Office Human Resources. Open enrollment will be at least two weeks at the start of each semester, providing the District has notified eligible part-time faculty two weeks before the beginning of open enrollment period via campus mail, e-mail, or other means of communication. On or before February 8, the District will provide the designated U.F. representative a list of the part-time enrollees, and load data for only the enrollees for the previous spring and fall semesters.

21.9.5.9 Part-time unit members who submit enrollment forms on or before the designated deadline date in the Fall will have payment deductions over a ten (10) month period, and those who submit enrollment forms after the designated deadline date (but still during the open enrollment period) will have payment deductions over a nine (9) month period. Part-time unit members who submit enrollment forms on or before a designated deadline date in the Spring will have payment deductions over a five (5) month period, and those who submit enrollment forms after the designated deadline date (but still during the open enrollment period) will have payment deductions over a four (4) month period. Coverage for those beginning participation in the fall will be effective on September 1. Coverage for those beginning participation in the spring will be effective February 1.

21.9.5.10 The District agrees to negotiate and offer, if possible, a vision care plan for part-time unit members. The plan will be modeled on the plan available to full-time unit members. Eligibility, enrollment, and other rules and requirements will be administered in the same manner as those established for part-time health benefits. Participating unit members will be responsible for 100% of the premium cost. Premium deductions will be administered in the same manner as those for part-time faculty health insurance. Other rules and requirements not specifically outlined above will be administered in the same manner as those for part-time faculty health insurance. The District agrees to support and administer the plan as long as it is offered by the District's normal vision care provider.

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 Anthem Blue Cross 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 Beginning July 1, 2005, or the first month after faculty are permitted to sign up for a 125 plan, whichever comes later, faculty will pay 6% of the monthly cost of their medical and dental insurance. For part-time faculty, the monthly cost means the net cost to the district after the employee's contribution.

21.10.2.3 Employees hired on or after July 1, 2005, and their dependents will be eligible for District paid medical and dental benefits under the current provisions until Medicare eligible. At that time, the retiree shall pay 50% of the district's cost for health and dental benefits, and the spouse may stay in the district's plan by paying the district's cost. The District shall also permit current and future retirees to purchase participation in VSP or EAP by paying for one or both at the premium rate specified by the carrier for District retirees.

21.10.2.4 Employees hired on or after July 1, 2020, and their dependents will be eligible to continue receiving District-sponsored medical and dental

benefits under the current provisions until Medicare eligible. Once Medicare eligible, should the retiree elect to stay on any District sponsored health or dental plan, the retiree shall pay 100% of the district's cost for health and 100% of the dental fully insured premium equivalent. Eligible dependents may stay in the district sponsored health or dental plan, once Medicare eligible, by paying 100% of the District's premium cost. The District shall also permit current and future retirees to purchase participation in VSP or EAP by paying for one or both at the premium rate specified by the carrier for District retirees. Voluntary retiree participation in any plan is subject to carrier approval.

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: Retirees who become Medicare-eligible (currently age 65) are required to enroll in a Medicare-coordinated plan to participate in District-sponsored medical benefits. Failure to enroll in a Medicare-coordinated plan after receiving 30 days' notice from the District of this requirement shall result in termination of retiree health benefits eligibility. Once a participant is terminated or withdraws from District-sponsored benefits, reinstatement in District-sponsored benefits shall not be permitted. All persons 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. For retirees enrolled in District benefits, the District will reimburse Medicare Part B for those retiring with Medicare Part A. If, at any time, either UF or the District determines that District-sponsored Medicare-coordinated plans become substantially inferior to comparable plans offered to active employees, this article will automatically reopen. For retirees enrolled in District benefits, to be eligible for reimbursement for Medicare B, retirees must participate in a District-sponsored Medicare Coordinated/Advantage program for the period in which reimbursement is sought.

Retirees may request reimbursement for the previous calendar year. Annually, in February, District will send a letter to retirees soliciting appropriate paperwork and documentation to be reimbursed for Medicare B. To be reimbursed for Medicare B, retirees must submit appropriate paperwork and documentation by the end of the calendar year in which retiree received District notification for reimbursement for previous calendar year. Faculty may submit requests for reimbursement annually or quarterly. Reimbursements will be paid quarterly as long as allowed by plan administrator.

- 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, Anthem Blue Cross (EPO), 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 CCCCDC.

21.17 **CO-PAY REIMBURSEMENT:** The District will set aside \$50,000 annually to reimburse faculty employees with District-paid benefits for copays. These funds will be used on a first-come, first-served basis until the money is exhausted. Unused funds will not accumulate from year to year. Co-pays eligible for reimbursement will be office, emergency room, and hospital visits, and prescription drugs. To be eligible, an employee must have provided evidence to the District showing that he/she has spent in excess of \$500 in that fiscal year for copays. Percentage copays, including out-of-network PPO, dental and vision copays, are not eligible for reimbursement.

ARTICLE 22

SAVINGS CLAUSE

- 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

- 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

- 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

PART-TIME FACULTY STAFFING PREFERENCES

- 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.

Eligible part-time faculty will be granted staffing preference if they meet the criteria described under either of the groupings described below:

25.1.1 Faculty member has received a summary rating of “exceeds standards of performance” on most recent evaluation.

25.1.2 Faculty member has received a summary rating of “satisfactory performance”, with average to high ratings in most areas, including the following rating totals (excluding “NA”, not applicable):

- On the Classroom/Workplace Observation Form: majority of ratings are 5 or 4 with no more than one 2 or 1.
- AND
- On the Student Evaluation Forms: majority of ratings are 5 or 4 with few ratings of 2 or 1.

Evaluations shall be scheduled according the following schedule:

Semester 1

Semester 4

Semester 7 (a composite summary evaluation produced by at least two different evaluators – see appendix X); and every sixth semester thereafter.

- 25.2 **PROCESS FOR OBTAINING STAFFING PREFERENCE:**

25.2.1 Part-time faculty members may submit applications any time after their seventh semester of teaching. Retiring full-time faculty may submit applications at the time of their retirement.

25.2.2 The eligible part-time faculty member submits an application for staffing preference to the college HR personnel who attaches copies of the most recent evaluations and sends the packet to the appropriate department chair.

The department chair and division dean shall review eligible applicants to determine if any of the disqualifying conditions preclude any applicant from receiving staffing preference. The department chair may elect to include in this meeting a sub-area representative who has been involved with coordinating the program. In the absence of any disqualifying conditions, a faculty member meeting criteria in 25.1.1 or 25.1.2 will be granted staffing preference.

25.2.3 The department chair and division dean shall review applicants under criteria #2 to determine whether or not to grant staffing preference based on the evaluation criteria. If the department chair and division dean cannot reach agreement about granting preference for a faculty member, the department chair will convene a review team consisting of the chair, dean and evaluators (or department designee if the evaluator is not available) and a UF representative selected by the UF President. The review team decides by consensus whether or not to grant preference to the applicant.

25.2.4 Applicants denied staffing preference have the right to appeal, using the process as specified in the CCCCD UF Agreement, Article 8.1.1.4. However, the decision of the dean and department chair or review team is not grievable.

25.2.5 Staffing Preference is granted until the faculty member no longer meets the criteria.

25.2.6 Retiring full-time faculty may apply for staffing preference following the semester that they return to teach part-time after retirement. Retired full-time faculty will use their first year teaching part-time for the establishment of their fall and spring modal loads. (Full-time teaching does not count towards modal load.) Retirees will be evaluated as a part-time faculty in their first semester teaching part-time, regardless of previous full-time evaluations, and every 6th semester thereafter. Retirees never need to use the 7th-semester format for evaluations.

25.2.7 The granting or denial of staffing preference shall be communicated in writing by the dean or designee to the faculty member using Appendix PT-1.

25.3 **DISQUALIFYING CONDITIONS:** Regardless of eligibility, part-time faculty will not be awarded staffing preference under any one of the following conditions:

25.3.1 faculty member has not submitted final grades for a class in a timely fashion (within 10 working days of the last day of instruction for the semester) within the previous four semesters taught.

25.3.2 faculty member has not submitted census roster or positive daily attendance rosters by the prescribed deadline on more than one occasion for a period encompassing the four most recent teaching semesters and has been individually warned in writing by the dean that a subsequent failure will result in disqualification. Appendix PT-2 may be used for this purpose.

25.3.3 faculty member has been absent from class, lab, or assigned staffing hours without proper notification to the division or instruction office on more than one occasion for a period encompassing the four most recent teaching semesters.

25.3.4 faculty member has been the subject of persistent unresolved and substantiated student complaints alleging violations of Education Code 87732. Student complaints must be documented and handled according to the District's student grievance procedures.

25.3.5 the district has found the faculty member to have violated a specific section of Education Code 87732.

25.3.6 faculty member has not taught or has declined all assignments offered for the previous two teaching semesters, except under conditions covered under the CMFLA (California Medical Family Leave Act).

25.3.7 Whenever possible, where a second violation of procedure or policy can result in disqualification or loss of staffing preference, the Division Dean will issue a written warning informing the faculty member that an incident is being considered a “first offense” per Article 25.3 or 25.4. Appendix PT-2 may be used for this purpose.

25.3.8 The Evaluation Review Team (evaluator(s), chair and dean) may consider extenuating circumstances for any of the above conditions.

25.4 **LOSING STAFFING PREFERENCE:**

A part-time faculty member who has attained staffing preference may lose preference through any of the same “disqualifying factors” as described in Article 25.3, with the following amendments and additions:

25.4.1 A faculty member who has not taught or has declined all assignments offered for the previous two semesters, except under conditions covered under the CMFLA (California Medical Family Leave Act) may lose preference.

25.4.2 Faculty losing staffing preference must be notified in writing by the dean or designee, articulating the reason for loss of status. Appendix PT-3 may be used for this purpose. Faculty who lose staffing preference for a disqualifying condition other than evaluation scores may request a hearing with the Vice Chancellor of Human Resources or designee to appeal the decision on procedural grounds.

25.4.3 If a faculty member working in multiple departments is disqualified from staffing preference in one department, this does not automatically disqualify the member from earning or keeping preference in a different department.

25.4.4 A faculty member who loses staffing preference for any reason or fails to qualify or re-qualify for preference may reapply following standard procedures after his or her next regularly scheduled evaluation (if still employed).

25.5 **MAINTAINING STAFFING PREFERENCE:** After having gained staffing preference, the faculty member’s subsequent evaluations will meet the same standards as listed under eligibility. Subsequent evaluations will occur on a 3 year (six semesters) rotation. A department or dean may request that an evaluation be scheduled out of rotation for cause (pattern of student complaints or not adhering to department standards, course outline, or administrative obligations).

25.6 **EXCEPTIONS TO GRANTING PREFERENCE RIGHTS:** Staffing Preference is not available to Coaches for Intercollegiate/Athletic classes associated with the intercollegiate Coaching Contracts.

25.7 **STAFFING PREFERENCE BENEFITS FOR PART-TIME FACULTY:**

25.7.1 Whenever possible, a faculty member with staffing preference must be offered his or her historical modal load [most frequent load] taught within the past five (5) corresponding semesters. If there is no modal load, then median load will be used. Part-time faculty on variances over 67% will be considered to be at a 67% load for that semester in regards to modal load history. Load will be tracked by Division Deans.

25.7.2 If it is not possible for a department to offer a part-time faculty member with staffing preference his or her historical load, the member will be informed by the department in writing using the form contained in Appendix PT-4. Copies will also be sent to the Division Dean and to the United Faculty.

25.7.3 Part-time faculty may qualify for staffing preference in different departments, but preference has to be attained independently and staffing preference cannot be automatically transferred from one department to another.

25.7.4 Part-time faculty may qualify for staffing preference in different colleges. Such rights have to be attained independently at the department level and cannot be transferred from department to department (except by mutual agreement of the departments and faculty member).

25.7.5 Part-time faculty with preference will submit to their department chair or designee a Scheduling Preference Form (such as Appendix PT-5) every semester prior to staffing for the next semester. The form will ask for scheduling preferences, including times and dates, as well as whether the faculty member would like to increase his or her load (up to the maximum of 67%) and what courses he/she is interested in teaching and qualified to teach. Departments will take faculty preferences into consideration when staffing.

25.7.6 Part-time faculty members with preference have priority for long-term substitute positions whenever possible.

25.7.7 Part-time staffing assignments shall be made in accordance with departmental scheduling guidelines based upon the following base criteria in order of priority: contract, regular, overload (AC), long-term substitute, categorically funded assignments, part-time faculty with preference and part-time faculty without preference. Exceptions to this staffing order can be made for curricular expertise necessary for the departmental program. Departmental staffing guidelines and policies shall be made available to all faculty members in the department.

25.7.8 Departments will address in their written guidelines what will be the process for implementing part-time preference in scheduling (taking into consideration such things as expertise, experience, seniority, rotation of offerings, first right of refusal to new sections, increase of load as available, ability to teach new courses as qualified). The United Faculty will provide departments with guidelines, suggestions and templates that they may choose to use.

25.7.9 Part-time faculty with staffing preference may request a permanent parking sticker from Police Services with proof of staffing preference.

25.8 **REVIEW:** This Article of the CCCCD UF and District Agreement shall be reviewed and amended every two years or when significant changes occur either in the Ed Code or other contractual procedures (such as, but not limited to, Evaluations).

ARTICLE 26

INTELLECTUAL PROPERTY RIGHTS

- 26.1 **PURPOSE:** The District and the United Faculty have a mutual interest in establishing an environment that fosters and encourages the creativity of individual faculty members. In accordance with that mutual goal, the purpose of this Article is to identify the owners and rights to use of certain works that may be created by faculty members, and to identify the uses that may be made of those works by faculty members and the District.
- 26.2 **INTENT:** Public funds are used by the District to compensate and support faculty for instructing and providing specified other services to students and to the institution. If a faculty member is able at the same time or on his or her own time and without District Resources to produce a work with market value, it is the intent of this article that such a work be the property of that faculty member exclusively except where this article explicitly provides otherwise.

26.3 **DEFINITIONS:**

As used in this Article:

- 26.5.1 "Administrative Activity" means the execution of the District's management or administrative functions such as preparing budgets, policies, contracts, personnel management, printing Course Materials and catalogues, maintenance of computer data, long range planning, and keeping inventories of equipment. Teaching and academic endeavors are not administrative activities.
- 26.5.2 "Course Materials" means materials prepared for use in teaching, fixed or unfixed, in any form, including, but not limited to, digital, print, audio, visual, or any combination thereof. Course Materials include, but are not limited to, lectures, lecture notes, and materials, syllabi, study guides, bibliographies, visual aids, images, diagrams, multimedia presentations, web-ready content, and educational software
- 26.5.3 "Creator" means an individual who alone or as part of a group of other creators, invent, author, discover, or otherwise create intellectual property.
- 26.5.4 "District Resources" means all tangible District resources including buildings, equipment, facilities, computers, software, personnel, and funding.
- 26.5.5 "Employee" means an individual employed by the District, and shall include full-time and adjunct faculty, classified staff, Student Employees, appointed personnel, persons with "no salary" appointments, and academic professionals who develop intellectual property using District resources, unless there is an agreement providing otherwise.
- 26.5.6 "Intellectual Property" means works, products, processes, tangible research property, copyrightable subject matter, works of art, trade secrets, know how, inventions and other creations the ownership which are recognized and protected from unauthorized exploitation by law. Examples of intellectual property include scholarly, artistic, and instructional materials

26.5.7 "License" means permission to use a Work. A "non-exclusive license" is one that gives permission to use a work while that same Work may also be used by the party who gave the permission and by others to whom permission is also given.

26.5.8 "Student Employee" means a student who is paid by the District, and may include students participating in a work study program or who receive stipends while they are acting within the scope of their employment at the District at the time the intellectual property was created.

26.5.9 "Substantial Use of District Resources" means financial or technical support over and above the cost of the individual faculty's normal compensation, and/or over and above the Ordinary Support provided to similarly situated faculty members by the District.

26.5.10 "Ordinary Support" means reasonable use of the following resources generally made available to similarly situated faculty members: common areas or assigned office space, office computer, local phone use, library use, technical support, and software packages generally made available to the community at large and/or to the faculty member for specific use in the normal course of their employment, and office supplies required for specific use in the normal course of faculty members' employment

26.5.11 "Work" means an "original work of authorship fixed in a tangible medium" as used in the Copyright Act.

26.4 **OWNERSHIP RIGHTS:** The ownership rights to a creation of Intellectual Property at the District shall be determined generally as set forth below, unless ownership is modified by a written agreement between the District and the Creator, in which case a copy of the written agreement will be provided by the District to United Faculty upon request by United Faculty.

26.4.1 Faculty Intellectual Property Rights - A faculty member who is the Creator of an academic Work in his/her field of expertise owns the copyright in that Work when the academic Works are created within the faculty member's scope of employment and without Substantial Use of District Resources. Academic Works include textbooks, lecture notes or presentations, correspondence course packets, on-line course content shells, media programs, audio and video materials, syllabi and other Course Materials, literary works, artistic works, musical works, architectural works and software produced with no more than Ordinary Support. Academic Works described in this paragraph are owned by the faculty member even though such works may have been developed within the faculty member's scope of employment or modified by the District to meet academic adjustment needs of students as determined by the District to be reasonably required by law and/or District Policy. The District shall retain a nonexclusive, royalty-free license to use, reproduce and modify such Academic Works as needed to make necessary accommodations for students and/or to complete a course in the event a faculty member is unable or unwilling to do so. The District's license shall remain in effect through the end of the last academic year that the faculty member is employed by the District unless a longer term is agreed to in writing between the District and the faculty member.

26.4.2 Employee Intellectual Property Rights – Intellectual Property unrelated to an individual's employment responsibilities at the District that is developed by and Employee on an individual's own time without the District's support or use of District resources is the exclusive property of the Creator and the District has no interest in any such property and holds no claim to any profits resulting from such Intellectual Property.

26.4.3 District Intellectual Property Rights – The District owns all other Intellectual Property, created by its Employees within the scope of their employment and including under the following circumstances:

- 26.4.3.1 If Intellectual Property is created through the District's Administrative Activities by an Employee; or
- 26.4.3.2 If Intellectual Property is created by an Employee executing a duty or specific assignment designated by the District; or
- 26.4.3.3 If Intellectual Property is created by faculty members through the Substantial Use of District Resources; or
- 26.4.3.4 If Intellectual Property is commissioned by the District pursuant to a signed contract; or
- 26.4.3.5 If Intellectual Property is produced from a sponsored research agreement entered into by the District and/or College specifically supported by state or federal funds or third party sponsorship.
- 26.4.3.6 Where circumstances give rise to District Intellectual Property rights, as described above, the Creator of the potential Intellectual Property will promptly disclose the Intellectual Property to the District. The District and the Creator may enter into a written agreement whereby the Creator executes documents assigning intellectual property rights to the District.

26.5 **MODIFICATION TO OWNERSHIP RIGHTS**

26.5.1 Mutual Agreement. The District and one or more faculty member(s) may enter into a separate written agreement for a specific project. In this case, the right to claim copyright will be governed by the terms of the specific agreement. Any such agreement shall be executed using the template set forth in Appendix IP or, if not using the template, shall require United Faculty consent by being a co-signatory to the agreement. Whenever the District or a college offers to provide extra compensation (excluding reassigned time) to develop copyrightable material, there shall be an explicit agreement pursuant to these provisions. The District and UF may agree to additional intellectual-property-use agreements in addition to those in Appendix IP.

26.5.2 Sabbatical. When a faculty member develops Works as part of an approved sabbatical or while on reassigned time specifically connected to the development of the Works, the faculty member shall own the Works and have the full rights of ownership including the rights to any royalties. However, where a Work to be created as part of an approved sabbatical plan requires resources beyond those normally provided to other Employees during a sabbatical (Substantial Use of District Resources), the parties may enter into a written agreement to define the District and Employee's Intellectual Property rights in the sabbatical work. When the faculty member owns the Works created during a sabbatical, the District shall have a nonexclusive, perpetual, royalty-free license to use, reproduce and modify the Works.

26.5.3 Sponsorship Agreements. A sponsored work is an Intellectual Property first produced by or through the District in the performance of a written agreement between the District and a sponsor. Sponsored works generally include interim and final technical reports, software, and other works first created in the performance of a sponsored agreement.

Sponsored works do not include journal articles, lectures, books or other copyrighted works created through independent academic effort and based on the findings of the sponsored project, unless the sponsored agreement states otherwise. Ownership of Intellectual Property created pursuant to sponsored works shall be with the District unless the sponsored agreement states otherwise.

26.5.4 Legal Protection. Responsibility for registration or legal protection of the Intellectual Property will lie with the owner of the Intellectual Property.

ARTICLE 27

DISTANCE EDUCATION

- 27.1 **DEFINITION OF DISTANCE EDUCATION**: Distance Education refers to instruction in which the professor and students are separated by time and/or distance and interact through the assistance of technology. All approved courses offered as distance education (including fully online and partially online [hybrid] courses) must include regular, effective, and substantive contact between professor and students and among students.
- 27.2 **PREPARATION AND PROFESSIONAL DEVELOPMENT FOR FACULTY WHO TEACH ONLINE**: All faculty who teach online (including partially online or hybrid courses) must have successfully completed a professional development program (course or mentorship) in online pedagogy and technology (including Learning Management System [LMS] competency) approved by the Districtwide Distance Education Council (DDEC), which shall include campus Distance Education Committee Chairs.
- 27.2.1 District shall make DDEC-approved professional development (course and mentorship) in online pedagogy and technology (including LMS competency) available at no cost to faculty every semester online. The DDEC- approved course will allow faculty to submit exiting material as part of their coursework.
- 27.2.2 Faculty who are currently teaching online or have taught online in the past but who have not completed DDEC-approved training shall have until January 1, 2021, to successfully complete the training. During that time, they may continue to teach online, subject to regular staffing and scheduling considerations.
- 27.2.3 Faculty who are scheduled to teach online in spring or fall of 2020 and who have taught online in the 2018-19 or 2019-20 academic years but who have not completed DDEC-approved training are eligible to be compensated for up to 10 hours at their "other academic rate" for participating in DDEC-approved training.
- 27.2.4 A faculty member may present evidence of equivalent training for approval by DDEC in lieu of completing any of the above such as comprehensive @ONE training offered in past years.
- 27.2.5 A faculty member who presents evidence of professional development to the DDEC that is not accepted as equivalent to locally approved training may file a due-process appeal following procedures outlined in Article 8.1.1.4.
- 27.2.6 Having been deemed qualified to teach online at one District college qualifies a faculty member to teach online at all colleges in the District.
- 27.2.7 Having completed training or otherwise having demonstrated qualifications to teach online does not guarantee that a faculty member will be assigned to teach online.

- 27.3 **STAFFING, SCHEDULING AND LOAD FOR TEACHING ONLINE:** Online classes shall be staffed and scheduled in the same manner and according to the same contractual provisions as face-to-face classes. Load for new online classes shall be established consistent with load for in-person classes, per Article 7.2. Faculty who teach online are subject to the same expectations as faculty teaching in-person for professional work and contributions outside the classroom.
- 27.3.1 No faculty member can be required to teach online, except in underload situations as described in Article 7.4.
- 27.3.1.1 A part-time faculty member who is offered an online section but is not offered an in-person section shall not be deemed to have been required to teach online.
- 27.4 **EVALUATION OF FACULTY TEACHING ONLINE:** If the first semester in which a faculty member teaches online or partially online is a semester in which a regular evaluation is scheduled, the faculty member's online class shall be one of the classes evaluated. If the first semester in which a faculty member teaches online or partially online is a semester in which a regular evaluation is not scheduled, the faculty member's online class shall be evaluated using the online procedures as outlined in Appendix X, except the results shall not be used for part-time staffing preference eligibility or tenure decisions. The off-schedule evaluation of the online class (the first time it is offered) shall have no effect on the cycle of regular evaluations. The first online evaluation must be completed by at least one evaluator who has demonstrated qualifications to teach online.
- 27.5 **PRIVACY:** Whenever possible, faculty shall be notified in advance and informed of the purpose whenever management enters an online classroom, except where safety concerns necessitate immediate intervention. Faculty who teach online have the same privacy expectations, rights and responsibilities as faculty who teach in person.
- 27.6 **LEARNING MANAGEMENT SYSTEM (LMS):** All online classes shall include regular and substantive interaction between professor and student and among students using the District-adopted learning management system. Students must access all online course material through the District-adopted LMS; this does not preclude integration of external resources.
- 27.7 **TECHNICAL SUPPORT:** The District and/or colleges shall provide technical support for online instruction.

ARTICLE 28

ACADEMIC FREEDOM

- 28.1 The District and United Faculty recognize that protecting academic freedom is essential to our district's vision to be a beacon of excellence in learning and equitable student success, as well as to our mission to transform lives by providing outstanding learning opportunities, nurturing and empowering all students to achieve their educational goals. All faculty members (including both instructional and non-instructional faculty, full-time and part-time) shall therefore be free to pursue instruction, grading, scholarship, policy discussions, and public discourse in an environment free from intimidation and censorship. Academic freedom as a form of freedom of expression shall exist within the general framework of the United States Constitution, the California State Constitution, and requirements of the California Education Code, California Community College regulations, District Policy, and official course descriptions. This freedom shall be maintained in all media (printed, oral, visual, and electronic) and in all interactions between students, faculty, staff and administration. No faculty member shall be mistreated, disciplined, reassigned, or have his/her assignment terminated for exercising his or her academic freedom as defined in this article. And the District and UF will actively support and protect full freedom of faculty to teach, research and pursue knowledge without fear of retribution or punishment.
- 28.2 Academic Freedom is understood to include both rights and responsibilities. In the performance of their duties, all faculty (including both instructional and non-instructional, full-time and part-time) have the right to speak and write free from viewpoint censorship and shall not be restricted
- a) in displaying buttons, clothing, insignias, or symbols that convey expressive speech, provided such speech is not obscene or defamatory according to current legal standards;
 - b) displaying posters, photographs, art, comics, or similar material in their offices or private work space, immediately outside their offices or work space, or on the outside of their office doors or windows, provided such displays are not obscene or libelous according to current legal standards, violate State or Federal law, or state or imply that the display expresses the views of the District or College;
 - c) their speech and associational rights as provided under the California Educational Employment Relations Act (EERA).
- 28.3 All faculty members shall be free to teach or otherwise provide or participate in educational functions and/or services in an environment free of intimidation, censorship, and deliberate disruption or interference; examine, explore, or endorse unpopular or controversial ideas, either in classroom teaching or in discussions with students outside the classroom or in academic research or publication; select course texts and other instructional materials subject to department and/or program policies and in line with approved course outlines; engage in pedagogical experimentation with the intent to improve student learning; and express in a professional manner with and among students, faculty, staff and administrators differences of opinion about academic matters, college plans or policies, and administrative decisions.
- 28.4 The District recognizes the right of faculty to speak or write as private individuals and engage in public discourse. When faculty speak or write as citizens, they will not claim they are speaking

for the District or College unless specifically authorized to do so, nor will they state or imply that their views reflect those of the District or College unless specifically authorized to do so.

- 28.5 Academic Freedom for faculty shall extend to the internet, including online teaching as well as all electronic communications and social media.
- 28.6 Academic Freedom for librarians shall include, in part, informing collection decisions, recommending sources and texts to students, guiding academic research, providing reference and other student-support services free from constraint or censorship.
- 28.7 Interference with or censure of an academic employee by District officials or by outside individuals or groups because of the faculty member's introduction of relevant and controversial subjects or provision of relevant and appropriate educational professional services to students in the performance of his or her duties as a professor is precluded by the principle of academic freedom as defined in this article. The District and UF recognize the fundamental need to protect faculty from censorship, restraint or harassment that might interfere with their teaching or other education functions. When instances of interference, intimidation or harassment occur, the District and/or College will take steps to support faculty and defend academic freedom.
- 28.8 The principles of Academic Freedom do not justify hate-speech or other unprofessional conduct or communications. Academic Freedom should not be understood as a license to deviate regularly from course content as described in course outlines of record or to insert inappropriate content into one's course. Faculty should foster a classroom environment that is conducive to student learning, growth, and development in which students are free from unlawful bullying, discrimination, prejudice and harassment and in which students are free to express relevant ideas and opinions. The intent of this article is not to discourage what is "controversial." Controversy is at the heart of free academic inquiry which the entire article is designed to focus. The statement serves to underscore the need to avoid persistently intruding material which has no relation to the subject.

ARTICLE 29

DURATION

29.1 **DURATION:** The parties agree that the current contract including all side agreements and the negotiated changes become the successor contract for 2019-20, 202-21, and 2021-22, expiring June 30, 2022.

29.2 **REOPENING:** During the 2021-22 fiscal year, the contract is subject to re-openers. Each party may designate up to two articles each year to be reopened (excluding compensation and the District's contribution towards benefits, unless a trigger within this agreement allows for reopening on total compensation). As specifically stipulated in other areas of the 2019-20 tentative agreement, some articles (e.g. benefits related to new plans, evaluation, etc.) will be subject to review during the period prior to 2021-22. In addition, the following articles/issues will automatically reopen:

- Article 20 to discuss professional-development units submitted for advancement on the salary schedule, as well as educational units earned "over and above" terminal degrees
- Evaluation of partially online (hybrid) classes
- Student Evaluations (evaluate pilot program and next steps)
- Part-Time Parity Plan Phase 1 and 2 (including possible cost-saving ideas, such as changes to part-time health benefits)
- Discipline and Investigations of Alleged Misconduct
- Religious Leave
- Flex Reporting and Activities
- Benefits (to implement new High-Deductible Plan and HSAs)
- Article 7 Connected to Ongoing Work of the Load Task Force
- Intellectual Property Rights Side-Letter Templates

29.2.1 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.

29.3 **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.

26.3.1 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.

29.4 In witness whereof, each of the parties affix their signatures hereto on this _____.

FOR THE UNION

FOR THE DISTRICT

Donna Wapner, President United Faculty

Gene Huff, Vice Chancellor

Dated: _____

Dated: _____

Jeffrey Michels, Executive Director, United Faculty

Dio Shipp, Associate Vice Chancellor

Dated: _____

Dated: _____

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APPENDIX A

FLEXIBLE CALENDAR

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 thru B-8

CONTRA COSTA COMMUNITY COLLEGE DISTRICT Faculty Salary Schedule

The current faculty salary schedule (B-1 thru B-8) is posted on the District Human Resources website and can be accessed by clicking on the following link:

<https://www.4cd.edu/gb/policies-procedures/hr/SalarySchedules.pdf>

APPENDIX C

CONTRA COSTA COMMUNITY COLLEGE DISTRICT STATEMENT OF GRIEVANCE

EMPLOYEE NAME	COLLEGE	DEPARTMENT
DATE OF ALLEGED GRIEVANCE	DATE OF INFORMAL DISCUSSION WITH DEAN OR DESIGNEE	DATE OF ORAL RESPONSE
DATE OF FILING OF THIS STATEMENT	INVOLVED MANAGER(S) AND SPECIFIC ARTICLES AND SECTIONS ALLEGED TO HAVE BEEN VIOLATED	
EMPLOYEE'S STATEMENT OF ALLEGED VIOLATION AND GRIEVANCE. WHAT IS THE FACTUAL CONTENTION, WHAT HAS OCCURRED? PROVIDE FULL FACTS NECESSARY TO SUPPORT YOUR POSITION.		
STATE FULL RELIEF, REMEDY, ACTION, YOU BELIEVE IS REQUIRED TO RESOLVE THIS ALLEGED GRIEVANCE:		
I. COLLEGE PRESIDENT OR DESIGNEE, RESPONSE TO ALLEGED GRIEVANCE:	DATE OF RECEIPT:	
	DATE OF RESPONSE:	
	GRIEVANCE RESOLVED:	
	GRIEVANCED DENIED:	
II. CHANCELLOR/DESIGNEE, RESPONSE TO ALLEGED GRIEVANCE:	DATE OF RECEIPT:	
	DATE OF RESPONSE:	
	GRIEVANCE RESOLVED:	
	GRIEVANCE DENIED:	
WRITTEN NOTICE OF APPEAL TO A "FACT-FINDING PANEL" MUST BE FURNISHED WITHIN FIFTEEN (15) WORK DAYS TO THE CHANCELLOR. DATE OF UNITED FACULTY NOTICE: _____		
(OPTIONAL)		
III. FACT-FINDING PANEL: THE DECISION OF THE PANIS IS: (IF APPLICABLE)	DATE OF HEARING:	
	DATE OF RESPONSE:	
IV. BOARD OF TRUSTEES: THE DECISION OF THE BOARD IS: (IF APPLICABLE)	DATE OF RECEIPT:	
	DATE OF BOARD MEETING:	
	DATE OF DECISION:	

APPENDIX D-1

CLASSIFICATION OF CONTRACT & REGULAR FACULTY

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

Instructors, counselors, or other academic employees employed on a temporary (part-time) basis shall be 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 temporary (part-time) faculty member.

**Condition VE is only for vocational education instructors and only for moving across the salary classes after being initially employed as a temporary (part-time) faculty member.

APPENDIX E

CLASS SIZE

Class size maximums are located in the Office of Instruction at each college.

APPENDIX F-1

Health, Dental and Vision Benefit Rates for Active Regular Managers, Classified and Academic Employees

The CCCCDC health, dental and vision benefit rates for active regular managers, classified and academic employees are posted on the District Human Resources website and can be accessed by clicking on the following link:

<https://www.4cd.edu/hr/benefits/overview/Active%20Employee%20Benefit%20Rates,%20Fiscal%20Year%202020-2021.pdf>

APPENDIX F-2

Health, Dental and Vision Benefit Rates for Retired Managers, Classified and Academic Employees

The CCCCDC health and dental benefit rates for retired managers, classified and academic employees are posted on the District Human Resources website and can be accessed by clicking on the following link:

<https://www.4cd.edu/hr/benefits/index.html>

APPENDIX G

REQUEST FOR FACULTY EARLY RETIREMENT TEACHING CONTRACT (Ref. 14.1.10 of Collective Agreement)

Summary of Teaching Assignment Plan

Name _____ Social Security No. _____
College _____ Date _____
Department _____ Birthdate _____
Mo Day Year

Evaluation scheduled the following semesters: _____, _____.

INSTRUCTIONAL OR NON-INSTRUCTIONAL ASSIGNMENT

1st Yr. Dept. _____ Dept. _____
Fall – course _____ course _____
Spring – course _____ course _____
(Date) Total pay _____ other service _____
Assignment Completed (Cannot Exceed STRS Maximum)

2nd Yr. Dept. _____ Dept. _____
Fall – course _____ course _____
Spring – course _____ course _____
(Date) Total pay _____ other service _____
Total pay 2 yrs _____

TOTAL PAY FOR TWO YEARS CANNOT EXCEED _____ (Two years STRS Max)
Assignment Completed

3rd Yr. Dept. _____ Dept. _____
Fall – course _____ course _____
Spring – course _____ course _____
(Date) Total pay _____ other service _____
Assignment Completed

4th Yr. Dept. _____ Dept. _____
Fall – course _____ course _____
Spring – course _____ course _____
(Date) Total pay _____ other service _____
Total pay 2 yrs _____

TOTAL PAY FOR TWO YEARS CANNOT EXCEED _____ (Two years STRS Max)
Assignment Completed

5th Yr. Dept. _____ Dept. _____
Fall – course _____ course _____
Spring – course _____ course _____
(Date) Total pay _____ other service _____
TOTAL PAY CANNOT EXCEED _____ (STRS Maximum)
Assignment Completed

Employee _____ Date _____
College President _____ Date _____
Chancellor _____ Date _____
Board Approval _____ Date _____
Department Approval _____ Date _____

APPENDIX H

SIDE LETTER REGARDING POST-JULY 1, 1988 RETIREES

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

The Sick Leave Donation form is posted on the District Human Resources website and can be accessed by clicking on the following link:

<https://www.4cd.edu/hr/benefits/forms/leaves/Sick%20Leave%20Donation%20Form.pdf>

APPENDIX J

The CCCC Faculty Evaluation Stipend form is posted on the District Human Resources website and can be accessed by clicking on the following link:

<http://uf4cd.org/wp-content/uploads/2016/01/Faculty-Evaluation-Stipend-20214.pdf>

APPENDIX K

The Affidavit of Domestic Partnership is posted on the District Human Resources website and can be accessed by clicking on the following link:

<https://www.4cd.edu/hr/benefits/forms/domestic-partnership/Domestic%20Partner%20Affidavit.pdf>

APPENDIX L-1

Contra Costa Community College District

Faculty Service Area Assignment Documentation

Name _____

Check One: New Employee

College _____
an FSA

Current Employee adding

Bases for Determining FSA Assignment

Minimum Qualifications Discipline Satisfied Via:

Competency For Discipline Satisfied Via:

- 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.
- Has completed the equivalent of 15 semester units of upper division and/or graduate level course work in the discipline.
- Possesses a valid credential in a specific subject matter; 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.
- In a vocational area 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.

FSA Assignment: _____

College Review Team:

Signature

Date

Signature

Date

Signature

Date

DISTRICT OFFICE USE

- Governing Board Approval Date: _____
- Notification to faculty Date: _____
- PFSA Screen Verified Date: _____
- Copy of PFSA Screen and 4cd-154 form to Personnel File Date: _____

4cd-154 (Rev. 2/92)

(24 units, of which at least 12 are upper division or graduate)

Institution	Date Completed	Course Number and Title	Units LD. U.D.-Grad.
-------------	----------------	-------------------------	-------------------------

College FSA Review Team or _____ Date

President/Dean _____ Date

APPENDIX L-3

The Guide to Subject Matter Areas for California Community College Credentials can be found on the Academic Senate website for California Community Colleges by clicking on the link below:

<https://www.cccco.edu/-/media/CCCCO>

APPENDIX M

TENTATIVE AGREEMENT (DATE)

Prior-Year Tentative Agreements may be found on the CCCCD Website under "Human Resources."

APPENDIX P

PROFESSIONAL ACTIVITIES REPORT

Name:

Department:

Email:

College:

Date:

Semester Covered by PAR:

Please outline your professional goals and priorities outside the classroom for the coming semester (excluding those activities directly connected to your classroom assignment). Please include your plans for contributing to the work of your department and college. Before completing this form, please check with your department chair to find out the needs and priorities of your department.

APPENDIX PT-1

NOTIFICATION OF STAFFING PREFERENCE DECISION

Department: _____ College _____ Date: _____

Dear _____:
(Faculty Member)

In response to your application for staffing preference, this letter is to inform you that your most recent faculty evaluations have been reviewed by your department chair and division dean, in keeping with Article 25.2.2 of the United Faculty/CCCCD Contract, to determine your eligibility for part-time staffing preference. The results of that review are listed below.

- You have qualified for staffing preference, per Article 25 of the UF/CCCCD Contract. Your rights and responsibilities are outlined in Article 25. Of particular note, you must complete and return to your department chair a staffing preference form (such as Appendix PT-5) by the deadline established by your department. This obligates your department to offer you your historical load (modal load), if possible, every semester, so long as you retain staffing preference. Your modal load will be communicated to you during the next scheduling cycle. For details, refer to Article 25.
- Your most recent evaluations do not qualify you for staffing preference at this time. You may reapply for staffing preference following your next regularly scheduled evaluation.
- You do not qualify for staffing preference due to the following disqualifying condition:
 - You have not submitted final grades for a class in a timely fashion (within 10 working days of the last day of instruction for the semester) within the previous four semesters taught.
 - You have not submitted census roster or positive daily attendance rosters by the prescribed deadline on more than one occasion for a period encompassing the four most recent teaching semesters.
 - You have been absent from class, lab, or assigned staffing hours without proper notification or justification to the division or instruction office on more than one occasion for a period encompassing the four most recent teaching semesters having received a warning for at least one absence.
 - You have been the subject of persistent unresolved and substantiated student complaints alleging violations of Education Code 87732.
 - The District has found you to have violated a specific section of Education Code 87732.
 - You have not taught or have declined all assignments offered for the previous two teaching semesters (not including absences covered under the CMFLA).

After the seventh semester of teaching in a department, all faculty may apply (or reapply) for staffing preference following every regularly scheduled evaluation. If you have questions about the process, the decision communicated by this form, or your appeal rights under the contract, please contact your United Faculty representative.

Department Chair

Division Dean

APPENDIX PT-2

WARNING LETTER REGARDING RISK OF LOSING STAFFING PREFERENCE

Department: _____ College: _____ Date: _____

Dear _____:
(Faculty member)

This letter is to inform you that you are at risk of losing staffing preference per Article 25.4 of the UF/CCCCD Contract. The specific reason(s) for this warning is (are) listed below.

- You have not submitted census rosters or positive daily attendance rosters by the prescribed deadline during a period encompassing the four most recent teaching semesters. A second failure to submit rosters on time will result in your losing staffing preference.
- You have been absent from class, lab, or assigned staffing hours without proper notification or justification to the division or instruction office during a period encompassing the four most recent teaching semesters. A second absence without proper notification will result in your losing staffing preference.
- You have not taught or have declined all assignments offered for the previous teaching semesters (not including absences covered under the CMFLA). If you decline teaching assignments for the next semester, you will lose staffing preference.
- You are at risk of losing staffing preference due to another disqualifying condition, per Article 25.4. The specific reason is:

After the seventh semester of teaching in a department, all faculty may apply (or reapply) for staffing preference following every regularly scheduled evaluation. If you have questions about the process, the decision communicated by this form, or your appeal rights under the contract, please contact your United Faculty representative.

Department Chair

Division Dean

APPENDIX PT-3

NOTIFICATION OF LOSS OF STAFFING PREFERENCE

Date: _____

Dear _____:
(Faculty Member)

You are hereby notified that you have lost staffing preference in the following department:

_____ Department Name _____ College

The reason for your loss of preference status is listed below:

- You have not submitted final grades for a class in a timely fashion (within 10 working days of the last day of instruction for the semester) within the previous four semesters taught.
- You have not submitted census rosters or positive daily attendance rosters by the prescribed deadline on more than one occasion for a period encompassing the four most recent teaching semesters.
- You have been absent from class, lab, or assigned staffing hours without proper notification or justification to the division or instruction office on more than one occasion for a period encompassing the four most recent teaching semesters.
- You have been the subject of persistent unresolved and substantiated student complaints alleging violations of Education Code 87732.
- The District has found you to have violated a specific section of Education Code 87732.
- You have not taught or have declined all assignments offered for the previous two teaching semesters (not including absences covered under the CMFLA).

You have the right to request a hearing, per Article 25.4.2 of the UF/CCCCD Contract, to appeal this decision on procedural grounds. After the seventh semester of teaching in a department, all faculty may apply (or reapply) for staffing preference following every regularly scheduled evaluation. If you have questions about the process, the decision communicated by this form, or your appeal rights under the contract, please contact your United Faculty representative.

_____ Department Chair

_____ Division Dean

APPENDIX PT-4

DEPARTMENT UNABLE TO OFFER HISTORICAL LOAD FORM

Dear Faculty Member:

This letter is to inform you that the _____ Department
at _____ College, in which you have staffing preference, is unable to offer you your full historical load
for the upcoming semester: _____.
Fall/Spring, Year

According to our records, your historical load (modal load or median load, per Article 25 of the UF/CCCCD
Contract) is

_____.

However, the Department is only able to offer you the following schedule/load for the coming semester:

_____.

- We have verified that no part-time faculty without staffing preference have been offered
load that should have been offered to you, per Article 25 of the UF/CCCCD Contract.

The Department hopes to be able to return you to your historical load in the future. If you have questions about
the information communicated by this form or want to review your rights under the contract, please contact your
United Faculty representative.

CC: United Faculty of CCCD; Division Dean or Office of Instruction

APPENDIX PT-5

PART-TIME FACULTY STAFFING PREFERENCE FORM

DATE: _____

If you are interested in an adjunct assignment, please complete this form and return it to your department chair prior to the deadline established by your department, per Article 25.7.6 of the UF/CCCCD Contract. Please note that in the fall and spring semesters, all hourly assignments are limited to 67% of a full-time load district-wide. Thank you for your interest. Not turning in this form does not change modal load or preference.

Name: _____ Department and College: _____

Scheduling for the up-coming Semester: Fall Spring Year: _____

- I am requesting the same schedule I had last fall/spring.
- I am requesting a change in my schedule.
- I would like to add a class or increase my load if there is an opportunity.

Preferred schedule for next semester:

_____.

Teaching Assignments for Last Two Semesters (not counting summer):

Fall (year: _____): _____

Spring (year: _____): _____

Modal Load (if known): _____

Courses I have taught in the Department previously:

Additional courses for which I am qualified and would like to teach:

SUMMER:

Are you available and interested in an assignment in the summer session? Yes No

If yes, are you available for assignments on nights or on Saturdays? Yes No