



AGREEMENT BETWEEN THE

STATE CENTER COMMUNITY COLLEGE DISTRICT

AND THE

PART-TIME FACULTY BARGAINING UNIT

STATE CENTER FEDERATION OF TEACHERS

JULY 1, 2010 – JUNE 30, 2011

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**ARTICLE I
TERM OF AGREEMENT**

This Agreement between the State Center Community College District (District) and the State Center Federation of Teachers, Local 1533, CFT/AFT, AFL-CIO (Federation) covering part-time faculty members (hereinafter also referred to as part-time academic employees, unit members) is effective July 1, 2009 or on the date the Agreement is ratified and approved by both parties, whichever is later, and will remain in full force and effect through June 30, 2011.

**ARTICLE II
RECOGNITION**

The District recognizes the Federation as the sole and exclusive representative pursuant to PERB Case No. S-R-931 of those members of the part-time faculty bargaining unit which includes those faculty employees who work 67% or less of a full-time load during the school year as part-time academic employees, including teachers, counselors, librarians, college nurses, tutorial, and other resource instructors, who occupy positions which, if held full time, would be included in the bargaining unit enumerated in the certification of the Educational Employment Relations Board dated March 24, 1977, Case No. S-R-555, as amended effective May 25, 1981. The unit excludes management, supervisory and confidential employees, and all classes, groups, and individuals not expressly included, such as Training Institute instructors.

The District and Federation agree that the composition of the bargaining unit shall not change during the term of this Agreement, either through inclusions or exclusions, without the mutual agreement of both parties.

**ARTICLE III
EFFECT OF AGREEMENT**

This Agreement shall supersede any rules, regulations, or practices of the District which shall be contrary to or inconsistent with its terms to the extent permitted by state law, and that District practices, procedures, and policies shall be amended within a reasonable time in accordance with the terms and conditions of this Agreement.

**ARTICLE IV
SUPPORT OF AGREEMENT**

During the term of this Agreement, the District agrees not to negotiate with any other organization on matters upon which the Federation is the exclusive representative and which is within the scope of representation, nor will the District attempt to negotiate privately or individually with the

members of the bargaining unit or any person not officially designated by the Federation as its representative.

The Federation agrees to negotiate only with the representatives officially designated by the District to act on its behalf and agrees neither the Federation, its members, nor agents, will attempt to negotiate privately or individually with the Board, an individual Board member, or any person not officially designated by the Board as its representative.

ARTICLE V WAIVER OF BARGAINING

Section 1. WAIVER:

- A. This Agreement shall constitute the full and complete commitment between both parties and shall supersede all previous agreements between the parties, both oral and written. 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. The Federation acknowledges that during negotiations which preceded this Agreement they (the Federation) had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The Federation and the District mutually agree that for the life of this Agreement neither party shall be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of contemplation of either or both of the parties at the time they negotiated and signed this Agreement, unless there is mutual agreement by both parties to reopen negotiations on those specific matters, except as otherwise specified in this Agreement.

- B. Except as otherwise provided in this Agreement, the District and the Federation expressly waive and relinquish the right to bargain collectively on any matter:
1. Whether or not specifically referred to or covered in this Agreement;
 2. Even though not within the knowledge or contemplation of either party at the time of negotiations;
 3. Even though during negotiations the matters were proposed and later withdrawn.

Section 2. BEGINNING NEGOTIATIONS

The District and Federation agree that except as expressly set forth herein, this contract shall not be subject to reopening on any item for the duration of the Agreement or unless mutually agreed to by both parties. Neither party is obligated to agree to reopen this contract except as stated herein, and any agreement to reopen this contract must be signed in writing by the parties. The contract will run through June 30, 2011. Initial proposals for a successor contract shall not be presented earlier than June 1, 2011.

Section 3. REOPENER NEGOTIATIONS

The parties agree there shall be no obligation to reopen negotiations during the term of this agreement.

ARTICLE VI SEVERABILITY AND SAVINGS

If any provision of this Agreement is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

Any such provision held invalid or inoperative shall be renegotiated upon written request of either party to this Agreement.

ARTICLE VII MAINTENANCE OF OPERATIONS

The Federation agrees that neither the Federation, nor any person officially acting in its behalf, will cause, authorize, engage in, sanction, or take part in a strike, a concerted failure to report for duty, or other similar action against the District. In consideration thereof, the District agrees there shall be no lockout of unit members.

ARTICLE VIII PAST PRACTICES

The District is not bound by any past practices of the District or understandings with any employee unless such past practices or understandings are specifically stated in this Agreement.

ARTICLE IX FEDERATION RIGHTS

Section 1. PUBLIC INFORMATION:

The Federation shall be provided upon written request with materials and data that are available to the public. The Federation shall pay reasonable photocopying costs for documents requested pursuant to this section.

Section 2. EMPLOYEE LISTS:

The District shall provide the Federation with the names, mailing addresses, telephone numbers and college/worksite location of unit members at intervals not to exceed twice per academic year upon the Federation's written request. Additionally, newly-hired unit members' names, mailing addresses, telephone numbers and college/worksite location shall be furnished as hired during the academic year.

Section 3. FEDERATION OFFICIALS:

The Federation shall furnish annually, and update as required, a list of all officials and representatives authorized to act on the Federation's behalf. The list shall show the name and the title of these officials. The District is obligated to recognize or allow reasonable access to any work location by any Federation official or representative when they appear on the official list submitted, subject to the following limitation:

Authorized Federation officials and representatives shall be allowed work location access to unit members only when unit members are not engaged in classroom or other assigned responsibilities.

Section 4. MAILBOX USAGE:

Duly authorized communications may be placed by the Federation in the mailboxes of unit members. Such communications must be dated and bear Federation identification as the distributor. The Federation agrees to use the district's mail service in compliance with California Education Code section 7054.

Section 5. BULLETIN BOARD USAGE:

Duly authorized communications may be placed by the Federation on the bulletin boards of each college. Such communications must be dated and bear Federation identification as the distributor. Reasonable space and time limitations may be invoked by the District when necessary.

Section 6. EQUIPMENT USAGE:

The Federation shall pay for its own supplies whenever the use of District equipment is approved for producing Federation materials. The Federation shall pay a reasonable fee for such use. The fee shall be set by the college administration and shall represent the cost to the District, including staff time and maintenance. The District requirements shall, at all times, have priority over that of the Federation.

Section 7. FACILITIES USAGE:

Upon advance request, and with approval, the Federation will be granted the use of facilities, depending upon availability of space and conformity of Civic Center Act.

Section 8. POSTAGE MACHINE:

The Federation shall not be granted the use of the District postage machine.

Section 9. TELEPHONE USAGE:

The Federation shall not cause any long distance telephone or any other charges to be billed to the District.

Section 10. DUES DEDUCTIONS:

The District will deduct from the pay of each unit member and pay to the Federation the normal and regular monthly Federation membership dues as voluntarily authorized, in writing, by the member on the District-approved form, subject to the following:

- A. The District agrees to deduct dues in uniform amounts from all eligible Federation members within the unit recognized and enumerated in Article II who have signed an authorization card for such deduction in a form approved by the District, subject to the following conditions:
 1. Such deduction shall be made only upon the submission on a District-approved form of a duly-executed and revocable authorization by the unit member;
 2. The District shall not be obligated to put into effect any new, changed, or discontinued deduction unless the change is in the District payroll office prior to the tenth (10th) of the month;
 3. Unit members who have voluntarily authorized dues deductions shall, from year to year, continue to have dues deducted until discontinued in writing.

- B. In addition to, and notwithstanding the provisions of Article IX, Section 10A, Government Code sections 3546, 3546.3 and 3546.5 as amended shall be incorporated herein as though fully set forth and govern the withholdings pursuant to this article.
- C. Notwithstanding any other provision of this Article, any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such employee is required, in lieu of payment of dues or service fees to the Federation, to pay sums equal to such service fee to a nonreligious, nonlabor organization, charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, and chosen by such employee from the following list of such funds:

State Center Community College District Foundation.

Proof of payment to any fund shall be made on an annual basis to the Federation.

Any dispute over the eligibility of an employee under this Provision (c) shall be resolved at any step in the following procedure: (1) investigation by the Federation; (2) meeting(s) between the Federation and the employee; and (3) the Grievance Procedure of this Agreement.

Section 11. RELEASED TIME:

A maximum of two (2) authorized unit members of the Federation Bargaining Committee shall be released from their regular work duties, with pay, if negotiation meetings with management are scheduled during the working hours of the unit members involved.

Released Time for Federation Officers

The District agrees to provide the Federation released time to a maximum of 0.20 FTE for the conduct of Federation/District activities. Such released time shall be agreed to and scheduled prior to the beginning of each semester as follows:

- A. A unit member may be released 0.20 FTE per year except in cases where the college president determines that such release would have a significant adverse impact upon a college program.
- B. The cost of 0.20 FTE shall be deducted from the Federation monthly dues payments by the District each month as used.

Section 12. FEDERATION/DISTRICT CONSULTATION:

The parties agree that communication involving employer-employee relations may be facilitated by consultation meetings. Either party may request a consultation meeting where they believe a resolution of a problem or problems may be feasible. The party requesting such a meeting shall, in writing, submit an agenda with sufficient detail to allow an understanding of the problem to be discussed or resolved and the date, place, and time requested. The receiving party shall, within five (5) work days, notify the requesting party of agreement as requested or at another date, time or place mutually agreed upon to the meeting. Meetings shall be held during Federation members' nonworking hours. Neither party shall have more than three (3) representatives at any such meeting unless mutually agreed to prior to the meeting. These meetings are not intended to bypass the Grievance Procedure and shall not constitute any invitation to renegotiate any provisions of the Agreement.

Definition:

Consult shall mean that the District or Federation shall seek advice, opinions, and/or information from the other party regarding items listed above. The District will give the Federation reasonable time to consider such items.

Section 13. FEDERATION ADVISEMENT:

- A. The Federation has the right to consult on the definition of educational objectives, institutional direction or purpose, and the determination of the content of courses and curriculum.
- B. To provide for the consultation process, the following channels may be used:
 - 1. The Federation shall have the right to add a representative to the following committees:
 - a. Educational Coordinating and Planning (ECPC)
 - b. Equal Employment Opportunity
 - c. Curriculum and Instruction
 - 2. The Federation/District consultation process (Article IX, Section 12) may be used by either party to discuss the subject areas covered under Section 13 A of this article.
 - 3. Other committees to which appointments by the Federation can be made shall be determined only through mutual agreement between the Federation and the College President or the Vice Chancellor, North Centers.

**ARTICLE X
MANAGEMENT RIGHTS**

Section 1.

The Federation recognizes and agrees that the exercise of the express and implied legal powers, rights, duties, and responsibilities by the Board, e.g., the adoption of policies, rules, regulations, and practices in furtherance of these powers, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.

Section 2.

The Federation recognizes and agrees that the District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in case of emergency. An "emergency" is considered an Act of God, a natural disaster, or other dire interruption of the District program. Where an emergency is declared, the District shall immediately notify and consult with the Federation. The Federation agrees it will abide by such emergency decisions of the Board during the time of the declared emergency.

Section 3.

The District agrees that in regard to a declared emergency and decisions made therein, that the Federation shall have the right to subject such declaration and decisions made therein to the provisions of the Grievance Procedures, Article XIV.

**ARTICLE XI - A
NONDISCRIMINATION**

The Board and the Federation agree to comply with all pertinent provisions of Title VII and Title IX of the United States 1964 Civil Rights Act, as amended in 1972. The Board and the Federation agree expressly not to discriminate illegally against any faculty member or prospective faculty member on the basis of race, color, creed, national origin, religion, sex, age, political affiliations, marital status, sexual orientation, or physical handicap.

**ARTICLE XI - B
SAFETY**

Section 1. SAFE EDUCATIONAL ENVIRONMENT:

The District shall provide a safe educational environment in accordance with the California Occupational Safety and Health Regulations and guidelines of CAL OSHA. The Federation and its unit members may also bring to the attention of the District health, safety, and security guidelines from other regulatory agencies that govern employee health, safety, and security whereupon the District and the Federation will engage in consultation.

Section 2. SAFETY COMMITTEE:

The District shall establish a districtwide safety committee in addition to campus safety

committees to review health, safety, sanitation, and security as set forth in guidelines from CAL OSHA. Additionally, the committee may make recommendations per the District-appointed administrator who shall chair the safety committee meetings.

Section 3. REPORTING VIOLATIONS:

- A. When the District receives a written report of unsafe condition which poses a serious and immediate threat to the health or safety of any unit member, the District shall investigate the allegations and take appropriate actions in a timely manner.
- B. The individual bargaining unit member forwarding a written report of an unsafe condition may request information relating to action(s) taken as a result of his or her report pursuant to the California Public Records Act.

Section 4. SAFETY REPORTS:

The District shall make available, pursuant to the California Public Records Act, any annual report in compliance with applicable laws and District safety policies. A copy will be on file and available for inspection, as required by the California Public Records Act, in the office of the Vice Chancellor, Finance & Administration.

**ARTICLE XI - C
HOURS, WORKLOAD, CLASS SIZE**

Section 1. DISTRICT POLICY:

District policy, practices, and regulations in respect to class size, hours, and workload not specifically modified herein, shall not be changed by the District without agreement with the Federation.

Section 2. NEW PRACTICES:

New practices within the scope of bargaining shall not be initiated which are inconsistent with present District policy, practices, and regulations, or with this Agreement.

Section 3. LECTURE HOUR EQUIVALENTS:

Lecture hour equivalent (LHE) value for large group instruction classes shall be as follows (to be computed on the first (1st) census week enrollment):

<u>Number of Students</u>	<u>Lecture Hour Equivalents</u>
50 or less	1.0
51 - 65	1.2
66 - 75	1.4
76 - 85	1.5
86 - 100	1.6
101 - 120	1.8
121 - 140	1.9
141 - 175	2.1
176 - 215	2.3
216 - 260	2.5
261 - 310	2.7

Hourly salaries of adjunct part-time teaching Large Group Instruction will be multiplied by the appropriate Lecture Hour Equivalent as listed above.

The first (1st) census week enrollment reflects all new registrations, additions, and drops that are returned to the admissions and records offices by the end of the Friday that precedes Monday of the first (1st) census week; this Friday could be the thirteenth (13th), fourteenth (14th) or fifteenth (15th) day of the semester.

Section 4. WORK WEEK:

The number of days per week to be worked by a part-time faculty member shall be determined by the District based on load requirements.

Section 5. OFFICE:

There will be no office hour requirements for part-time faculty members.

Section 6. CALENDAR:

The number of days to be worked by part-time faculty members shall be determined by the District.

Section 7. PART-TIME EMPLOYMENT-ASSIGNMENT:

- A. Priority for assignment in a department/discipline on campus beginning Fall, 1996.
1. Part-time assignments shall generally be made on the basis of qualifications on a campus within each of the priorities set forth below unless the District determines the need to apply any of the factors in A-2.
 - a. Full-time overload.
 - b. Part-time faculty in the department for continuing comparable assignment.
 - c. Part-time faculty in the department for increased assignment, with approval of and recommendation of Department Chair and approval of immediate supervisor.
 - d. New applicants.
 2. Other assignment factors in addition to qualifications shall include breaks in service, performance during prior service, program needs, and student retention rates.
- B. In accordance with the Education Code, part-time faculty are “temporary employees.” Nothing contained in this section nor any article of this Agreement places a legal obligation on the District to provide continuing employment for part-time faculty. Under extenuating circumstances, the Administration has the right to reduce or eliminate a part-time academic assignment at any time during the semester.
1. Unit members who have worked two years or more and who are in a department/discipline on a campus, and are given assignments in the Fall, 1994, seniority in a department/discipline on a given campus shall be based on first date of hire and the number of consecutive semesters without a voluntary break in service thereafter. For all other unit members given assignment in the Fall, 1994, and thereafter, seniority shall be based on the individual unit member’s hiring for a fifth consecutive semester in a department/discipline on a campus in the District: Fresno City College and its satellites, Reedley College and its satellites, or the North Centers (Willow/International, Madera, Oakhurst).
 2. Unit members who worked prior to January 1, 1997, at both the North Centers and Reedley College, shall have the combined seniority accrual at Reedley College.
 3. Unit members who have performed work only at the North Centers will accrue seniority at the North Centers.
 4. Ties in seniority shall be broken by lot.
 5. District-initiated involuntary breaks in service are those as a result of course cancellation, courses that “do not make,” or the replacement of a part-time employee by a full-time employee (contract or regular employee of greater than 67% FTE) to make

load.

6. Voluntary breaks in service will result in loss of seniority. (Except as otherwise required by law, note Article XIII, Section 4. MATERNITY LEAVE)

Leave necessitated by disability caused by or contributed to by pregnancy, miscarriage, childbirth and recovery there from, and infant care (up to the balance of the semester within which it occurs following childbirth and up to one additional semester), this will include paternity leave and any other leave by mutual consent of the Federation and the District, shall not be a voluntary break in service and shall not result in loss of previously accrued seniority.

Appropriate supervisors shall maintain lists that establish seniority and on written request shall provide such lists each semester to the Federation.

Section 8. FULL-TIME EMPLOYMENT VACANCY:

A unit member shall have an opportunity to be interviewed for a full-time vacancy provided:

1. The unit member submits, in a timely manner, all applications for the vacancy.
2. The unit member is one of the two top ranked in-District part-time applicants based on recommendation of the screening committee.
3. The provisions of this section shall not be grievable. Any objection, complaint, claim, or action that the College District has violated and/or misapplied the provisions of this section shall be filed with the Division Dean, and if not resolved, may only be appealed to the College President whose decision shall be final and binding on the matter.

Section 9. DISTANCE EDUCATION:

- A. Definition: Distance Education is a method of instruction where the instructor and student are physically separate for most, if not all, of the instruction. Interaction is mediated by some form of technology, e.g. audio, video, and computer, that allows for students and the instructor to engage in the educational process.
- B. Teaching Load Factor: A faculty member teaching a distance education course (as designated by the College District) shall receive LHE credit on the ratio of four (4) LHE per three (3) units taught. LGI factors shall apply to distance education courses in the same manner as for traditional courses.

- C. Course Development Factor: A faculty member assigned by the College administration to develop a course for distance education shall receive released time during the semester when the course is being developed. The ratio of released time shall be one (1) LHE per one (1) unit of course development.

ARTICLE XII FACULTY CONDITIONS

Section 1. EVALUATION OF FACULTY:

- A. The purpose of the evaluation process for unit members is to improve the quality of instruction, enhance academic growth, promote professionalism, and assess performance of unit members.
- B. Unit members will be evaluated based on criteria including the following:
1. Responsive to the educational needs of students by exhibiting awareness of and sensitivity to the diversity of cultural backgrounds, gender, age, and lifestyles; variety of learning styles; and student goals and aspirations.
 2. Concern for student rights and welfare, respect for the opinions and concerns of students, and willingness to assist students.
 3. Maintenance of ethical standards in accordance with American Association of University Professors (AAUP) ethical standards statement (1940; revised 1987).
 4. Maintenance of workable relationships with colleagues.
 5. Specific criteria for each employee designations are as follows:
 - a. For Classroom Teachers:

Knowledge of subject matter; awareness of current developments and research in the field; demonstration of effective communication with students; effective use of teaching methods appropriate to subject matter, adherence to institutionally approved curriculum course outlines of record; evaluation of student progress through tests and examinations, written assignments, oral responses, etc. in keeping with course objectives; providing course syllabi to students; maintaining classroom records in accordance with District Policy; turning in all required student grading and evaluation reports in a timely manner; and maintaining a reasonable student retention rate.

b. For Counselors:

Evidence of appropriate counseling techniques as designated by review of student educational plans, career test interpretations, etc.; maintenance of counseling session records in accordance with District Policies; effective use of counseling methods appropriate to student need; knowledge of subject matter; awareness of current developments and research in the field; demonstration of effective communication with students; demonstration of respect for all students through the development of a warm and accepting environment; maintenance of confidentiality of the counseling session;

c. For Librarians:

Knowledge of library usage; awareness of current developments and publications in the field; demonstration of effective communication with students and faculty; effective use of research methods appropriate to faculty and student needs; awareness of college curricula; maintenance of appropriate records.

d. For Nurses:

Knowledge of subject matter; awareness of current development and research in the field; effective communication with students; effective use of nursing procedure; evidence of appropriate nursing objectives which are met through a student evaluation of services; appropriate maintenance of student records which protect the confidentiality of all service users; evaluation of students' progress in keeping current with nursing protocols and public health procedures.

C. The college administration shall be responsible for seeing that the evaluation process is followed as set forth in this section.

D. The evaluation team will consist of the immediate supervisor or his/her designee and a peer reviewer identified by the department chair. Student evaluation will be provided through a standardized District student questionnaire. Nothing in these provisions shall preclude student evaluations during any semester, regardless of whether the regular evaluation is being conducted.

E. Unit members will be evaluated (at least) as follows:

1. Their performance during their first semester of teaching or service.
2. Their performance during their second and/or third semesters of teaching or service.
3. Their performance over every six (6) semesters of teaching or service thereafter.

The results of the evaluation process shall to the extent reasonably practicable be discussed with the evaluatee. The evaluatee shall also receive a copy of the final written evaluation.

- F. The evaluation process of unit members will include the following:
1. Classroom visitation(s) by peer reviewer and immediate supervisor or his/her designee. Administration visitation dates and times shall be scheduled within a three-week window period announced to the unit member. (Both the reviewer and immediate supervisor need not be present during the same classroom visitation.);
 2. Student questionnaires will be administered by peer reviewer or immediate supervisor;
 3. The results of the evaluation will typically be discussed with the unit member;
 4. The unit member shall receive a copy of the final written evaluation;
- G. Any violation by the District of procedures contained in this Article shall be grievable. The substance of any evaluation shall not be the subject of any grievance.

Section 2. PERSONNEL RECORDS

- A. Materials in the personnel file of a unit member which may serve as a basis for affecting the status of his/her employment are to be made available for inspection to the unit member involved. Every unit member shall have the right to inspect material in his/her personnel file at any time mutually convenient to the employee and the District. If desired, the unit member may be accompanied by a Federation representative, or may request in writing to allow a Federation representative to inspect such materials.
- B. Any complaints made by any person directed toward a unit member deemed serious enough to become a matter of formal record shall be promptly called to the unit member's attention, by copy, and the unit member shall be given an opportunity to respond. The unit member shall acknowledge that any derogatory material or complaint has been read by affixing his/her signature and the date on the actual copy to be filed, with the understanding that his/her signature signifies **only** that the material has been read and does not indicate agreement with its contents.
- C. Any derogatory material and/or complaint shall not be placed in the unit member's personnel file prior to ten (10) working days from the date it was sent or served. The unit member may respond and have any written response attached to the material and/or complaint to be included in the personnel file. During this ten (10) working day period, the content of material to be added to the personnel files shall be subject to the District Complaint Procedure. (Refer to the District Board Policy and Administrative Regulations.) The content of material in personnel files shall not be subject to Article XIV, Grievance and Arbitration Procedure, of this Agreement.
- D. The official files (e.g., application, etc.) for all personnel shall be housed and maintained at the District Human Resources Office, and files containing official evaluations, job-performance related data, directives, complaints, and other personal communications will be located in the appropriate college supervisor's office.

**ARTICLE XIII
LEAVES WITH PAY**

Section 1. SICK LEAVE:

Sick leave for a unit member's illness or injury shall be accrued at the rate of one (1) hour of leave for each hour of assignment. If there exists a reasonable belief that abuse of any sick leave has occurred, as a condition of paid sick leave, an employee may be requested to submit a physician's statement or other acceptable verification within five (5) days of a request from the Dean of Instruction. Up to three (3) hours of accrued sick leave may be used each semester for

- A. Court appearance under subpoena or official order as a non-litigant witness or
- B. Bereavement in the case of a death in the immediate family defined as: mother, father, grandmother, grandfather, or grandchild of the unit member or of the unit member's spouse or domestic partner and the spouse or domestic partner's son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or any relative living in the immediate household of the unit member, or stepmother, step-father, step-daughter or step-son.

The District may require a statement from a physician verifying fitness to return to duty.

Section 2. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE:

- A. For accidents or illnesses which are job-incurred, unit members shall be provided leave benefits under the following provisions:
 - 1. Allowable leave shall be sixty (60) days during which the schools 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 (1) fiscal year for the same accident.
 - 2. Allowable leave shall not be accumulated from year to year.
 - 3. Industrial accident or illness leave shall commence on the first (1st) day of absence.

4. When a certificated unit 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.

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.
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.
7. On 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 of 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.
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 covered by such salary warrants.
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.

Section 3. JURY DUTY LEAVE:

- A. When regularly called for jury duty in the manner provided by law, a unit member shall be granted a leave of absence without loss of pay for the time he/she is required to perform jury duty during the unit member's regularly assigned working hours.
- B. Requests for jury service leave should be made by presenting as soon as possible the official court summons to jury service to the unit member's immediate supervisor and to the District payroll office through regular administrative channels.
- C. Reimbursement to the District of any monies earned as a juror, except mileage, shall be made by the unit member.
- D. A unit member regularly called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption.
- E. Unit members are required to return to work during any day in which jury duty services are not required.
- F. The District may require verification of jury duty time prior to, or subsequent to, providing jury duty compensation.

Section 4. MATERNITY LEAVE:

A unit member who is absent from duties because of disability caused by or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom shall have the right to utilize sick leave. To utilize these leave provisions after the delivery date, the employee shall be required, within six (6) weeks post delivery to provide a physician's statement as to the expected length of disability/ability to return to work. Should circumstances cause a re-evaluation of the expected length of disability/ability to return, an additional statement from the physician shall be required.

Leave necessitated by disability caused by or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, and infant care (up to the balance of the semester within which it occurs following childbirth and up to one additional semester), this will include paternity leave and any other leave by mutual consent of the Federation and the District, shall not be a voluntary break in service and shall not result in loss of previously accrued seniority.

**ARTICLE XIV
GRIEVANCE PROCEDURE**

Section 1. PURPOSE:

To provide an orderly procedure for reviewing and resolving grievances promptly.

Section 2. DEFINITIONS:

- A. Grievance: A formal written allegation by a grievant that there has been an alleged violation, misapplication, or misinterpretation of any provision of this Agreement which adversely affects the employment status of the grievant.

Actions to challenge or change the policies of the District as set forth in the policies, rules, and regulations, or administrative regulations and procedures not included within this contract must be undertaken under District policy rather than this Grievance Procedure.

- B. A "grievant" may be any unit member covered by the terms of this Agreement.
- C. A "day" (for the purposes of this grievance policy) is any day on which the central administrative office of the State Center Community College District is open for business.
- D. The "immediate supervisor" is the first (1st) administrator having immediate jurisdiction over the grievant--not within the same bargaining unit as the grievant.

Section 3. TIME LIMITS:

- A. A 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.
- B. Failure of the District to respond within established time limits to any step entitles the grievant to proceed to the next step.
- C. Time limits and steps may be waived by mutual written consent of the parties.

Section 4. OTHER PROVISIONS:

- A. Unit Member Legal Rights: Nothing contained herein shall be construed as a violation of state or federal constitution laws.
- B. Any grievance which arose prior to the effective date of this Agreement or which does not comply with the terms and requirements of a grievance shall not be processed under this procedure.
- C. Unit members may be represented by the campus grievance chairperson or his/her designee at any conference or at any level.
- D. Informal Discussion--Oral: Within twenty (20) days of the time a unit member knew or reasonably should have known of an alleged grievance, the unit member, either directly or accompanied by the Federation's VP for Grievance, or designee, shall orally discuss with his/her immediate supervisor during non-teaching hours the alleged grievance. Within five (5) days, the immediate supervisor shall give his/her oral response.

Section 5. FORMAL LEVEL:

- A. Level I:

1. Within five (5) work days of the oral response, if the grievance is not resolved, it shall be stated in writing on the "Statement of Grievance" form as provided by the District (and shown as Exhibit "A" of this Agreement), signed by the grievant, and presented to his/her supervisor or designee at the dean level or above.
2. The supervisor or designee shall communicate his/her decision to the unit member in writing within five (5) days after receiving the grievance.
3. Within the above time limits, either the grievant or the immediate supervisor or designee may request a personal conference with the other party.

B. Level II:

1. In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision on the appropriate form to the college president, or his/her designee, within five (5) days.
2. This statement shall include a copy of the original grievance and a written copy of the decision rendered by the unit member's supervisor or designee.
3. The college president, or his/her designee, shall communicate the decision to the grievant in writing within seven (7) days of receiving the appeal. Either the grievant or the college president, or his/her designee, may request a personal conference within the above time limits.

C. Level III

1. If the grievant is not satisfied with the decision at Level II, he/she may within five (5) days appeal the decision on the appropriate form to the Chancellor, or his/her designee.
2. This statement shall include copies of the original grievance and appeal and written copies of the decisions rendered.
3. The Chancellor, or his/her designee, shall communicate his/her decision in writing to the grievant within fifteen (15) days.

D. Level IV--Advisory Arbitration

1. Within fifteen (15) work days after receipt of the decision of the Chancellor, the Federation may, upon written notice to the Associate Vice Chancellor, Human Resources, submit the grievance to arbitration under and in accordance with the prevailing rules of the American Arbitration Association. Only the Federation (exclusive representative) may demand arbitration.
2. Powers of the Arbitrator: It shall be the function of the arbitrator and he/she is empowered, except as his/her powers are herein limited, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement and to determine the arbitrability of any grievance where arbitrability is questioned by either party.
3. The arbitrator shall have no power to:
 - a. Add to, subtract from, disregard, alter, or modify any of the terms of this Agreement;
 - b. Establish, alter, or modify any salary structure;
 - c. Rule on any of the following:
 - i. Termination of services of, or failure to reemploy, any unit member;
 - ii. Any matter involving any unit member's evaluation, except procedural matters;
 - d. All fees and expenses of the arbitrator shall be shared equally by the Board and the Federation. Other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of non-employee witnesses called by the other.
4. The decision of the arbitrator shall be advisory on all parties.

**ARTICLE XV
COMPENSATION**

Section 1. SALARY:

Salary compensation for members of the part-time faculty bargaining unit shall include but not be limited to:

- Salary as memorialized in the existing Agreement
- Class advancement
- Salary-fringe impact
- Additional costs as related to the implementation of the Agreement

2010-2011 Salary

The salary schedule which was in effect during the 2009-10 school year shall remain in effect for the 2010-2011 school year.

	Class I	Class II	Class III	Class IV	Class V
LEC Step 1	42.10	46.99	49.24	51.61	54.47
LEC Step 2	42.49	47.47	49.94	52.39	54.99
LEC Step 3	42.90	47.91	50.41	52.87	55.53
LEC Step 4	43.34	48.39	50.92	53.41	56.08
LAB Step 1	35.77	39.94	42.10	44.12	46.35
LAB Step 2	36.10	40.32	42.49	44.56	46.78
LAB Step 3	36.45	40.69	42.90	44.96	47.22
LAB Step 4	36.82	41.11	43.34	45.42	47.69

Part-Time Faculty “Parity” Stipend

If the District receives additional “parity” monies for the 2010-2011 school year pursuant to the State Budget Act appropriation stated specifically by the state legislature to make part-time faculty compensation more comparable to full-time faculty compensation for similar work the distribution of District revenue pursuant to the State Budget Act shall be made to part-time/overload faculty on a one-time non-repetitive (off schedule) basis for the 2010-2011 school year. The distribution shall be based upon the number of part-time/overload Lecture Hour Equivalent (LHE’s) in Fall semester 2010 and Spring semester 2011 in a manner consistent with an agreed upon Memorandum of Understanding entered into by the parties regarding this subject

for the 2003-2004 school year. Under no circumstances shall the District be required to provide more money to part-time and overload faculty in excess of the District's allocation actually received.

SALARY DISPUTE:

Any dispute pertaining to the salary provisions contained herein is subject to the Grievance Procedure of this Agreement except; however, that only the Federation may bring a grievance concerning such implementation and any such grievance must be filed within ten (10) days of notice from the District of any proposed implementation of these provisions. The District will notify the Federation concerning its calculations pursuant to the salary provisions contained herein. Such notification shall be in writing. If the Federation disagrees with the calculations, it shall notify the District within ten (10) days. Such notice of the disagreement shall include calculations prepared by the Federation. The District may implement its proposed calculations, the proposed calculations from the Federation, or attempt to resolve the disagreement. If the matter cannot be satisfactorily implemented or resolved, by mutual agreement the parties shall agree to reopen negotiations regarding salaries at which time these salary formula provisions shall be of no force or effect.

Section 2. STEP ADVANCEMENT:

- A. Step advancement shall occur at the beginning of the academic year conditioned upon the part-time faculty member is having taught and completed both fall and spring semesters in the immediate prior academic year.
- B. A unit member anticipating a change in class placement must file a "Letter of Intent" by the deadline established in the notice distributed by the District Personnel Office at the beginning of each fall and spring semester.
- C. As proof of completion, official transcripts or other written supporting evidence must be submitted to the District Personnel Office by the stated deadline. In the event that the written supporting evidence is not available by the deadline, a notarized statement by the individual concerned on a form provided by the college may be submitted to, and accepted by, the District Personnel Office on or before the deadline date. However, a subsequent downward adjustment will be made in the unit member's pay sufficient in amount to offset any prior overpayment if the unit member is not able to provide evidence substantiating his/her claim within 60 days of the date on the notarized statement. A statement indicating the unit member's knowledge of this downward adjustment provision shall be included on the notarized statement form.
- D. Salary Advancement Unit Requirements:

The following regulations pertain to units to be used for class advancement on the certificated salary schedule:

1. Units of credit for upper division and graduate courses from accredited colleges and universities in the unit member's teaching field or other professional assignment may be submitted for a class advancement without obtaining prior approval.

2. Units of credit for upper division and graduate courses from accredited colleges and universities outside of the unit member's teaching field or other professional assignment submitted for a class advancement must have the prior approval of the Campus Evaluation Committee.
3. Lower division units:
 - a. Lower division units may be applied to salary class advancement only when prior approval has been obtained and the particular units are one of the following:
 - i. required for a credential or degree fulfillment,
 - ii. required in connection with preparation for a specific institutional assignment,
 - iii. part of an in-service training program, or
 - iv. recognized by the Campus Evaluation Committee as contributing to the unit member's effectiveness in his/her assignment.
 - b. In order to obtain prior approval for any lower division course work, each applicant must submit to the District Personnel Office a request for review. Not more than twenty percent (20%) of the units required for advancement from one column to the next may be lower division units in any case.
4. In addition to total unit requirements, over one-half (1/2) of the total number of units required for placement on a particular salary schedule class must be in the unit member's teaching field or appropriate to his/her professional assignment.
5. Even when they may not carry college credit, National Science Foundation, Industrial Institutes, factory training, and other appropriate courses may be counted for credit for class advancement if, prior to the onset of the course, approval by the Campus Evaluation Committee has been obtained and the committee has determined how much credit for salary advancement purposes shall be granted. Other than exceptional circumstances, approved in advance by the Chancellor or his/her designee, not more than twenty percent (20%) of the units required for advancement from one column to the next may be units that fit in this category.

Section 3. TRAVEL OFF CAMPUS/MILEAGE:

Part-time faculty members are expected to report to their teaching station at their own expense. Exceptions to this requirement may be made at the discretion of the District. If, during assigned time, the District requires additional travel related to District assigned duties, mileage compensation, upon approval of the District, shall be at the rate per mile as established by the Internal Revenue Service (IRS) as the standard business deduction. The mileage rate shall become effective upon notification by the Chancellor.

Section 4. DIRECT DEPOSIT:

The District shall, as soon as is practicable, implement electronic transfer of payroll to unit members' personal bank or trust account unless the unit member otherwise declines the electronic transfer by filing an appropriate written notice with the District Business Office.

Section 5. Tax Shelter Annuity Program (TSA):

The District agrees to provide voluntary deductions for part-time faculty who participate in tax sheltered annuity programs as soon as is practicable as determined by the Business Office and the Management Information Systems Office.

Section 6: IRC SECTION 125 PLAN:

An IRC Section 125 Plan shall be implemented in accordance with Governmental rules and regulations for part-time faculty teaching a 40% load or greater for medical health insurance plans made available by the College District. The Federation agrees to defend, indemnify, and hold harmless the District, its officers, agents, and employees from any claims, demands, damages, or other liability, including costs and attorneys fees, arising out of this section or the administration or implementation thereof. Upon valid service of a summons and complaint or of a claim under the Government Tort Claims Act, the District agrees to notify the Association thereof and to cooperate as reasonably necessary for the defense or settlement of such action.

Section 7. SALARY CLASSIFICATIONS:

A. CLASS I

1. Bachelor's degree with a General Secondary or other valid credential granted prior to 1971 authorizing service in grades 13 and 14, OR
2. Full-time valid vocational teaching credential granted prior to 1971 (e.g., two (2) year renewal Standard Designated Subjects Credential requiring three (3) years appropriate occupational experience) and no degree, OR
3. Community College Instructor (or Health Services) Partial Fulfillment Credential [requiring a bachelor's degree plus master's degree in progress], OR

- 4.* Community College Instructor (or Health Services) Partial Fulfillment Credential [requiring a bachelor's degree plus master's degree in progress],
OR
5. Community College Instructor (or Health Services) Partial Fulfillment Credential [requiring a high school diploma plus six (6) years appropriate occupational experience and no additional college units], OR
6. Community College Limited Service, or Special Limited Service, or Provisional Credential, OR
7. Certificate of Qualification for Teaching Classes for Adults, OR
8. Bachelor's degree in a subject area normally taught at the community college level, OR
- 9.* Associate degree plus six (6) years appropriate occupational experience.

B. CLASS II

1. Master's degree, OR
2. Bachelor's degree plus forty-five (45) units subsequent to date of bachelor's degree and Community College Instructor or other appropriate fulfilled credential, OR
3. Full-time valid vocational teaching credential granted prior to 1971 [e.g., Life Standard Designated Subjects Credential requiring three (3) years appropriate occupational experience] and an associate degree, or sixty (60) units, OR
4. Full-time valid vocational teaching credential granted prior to 1971 [e.g., five (5) year renewal Vocational Class A Credential requiring three (3) years appropriate occupational experience, successful completion of a competency examination, and twenty-eight (28) college semester units], OR

- 5.* Community College Instructor or other appropriate fulfilled credential [requiring an associate degree plus 6 units or sixty-six (66) units and 12 semester units of teacher training course work and four (4) years appropriate occupational experience], OR
- 6.* Community College Instructor or other appropriate fulfilled credential [requiring a high school diploma plus 24 college semester units including 12 units of teacher training course work and six (6) years appropriate occupational experience], OR
- 7.* Community College Instructor Partial Fulfillment Credential or any other appropriate Partial Fulfillment Credential [requiring a bachelor's degree and two years appropriate occupational experience].
- 8.* Bachelor's degree plus two (2) years appropriate occupational experience.

C. CLASS III

- 1. Master's degree plus thirty (30) units subsequent to date of master's degree, OR
- 2. Master's degree and sixty (60) units subsequent to date of bachelor's degree, OR
- 3. Full-time valid vocational teaching credential granted prior to 1971 [e.g., Life Standard Designated Subjects of five (5) year renewal Vocational Class A Credential requiring three (3) years experience as a journeyman, successful completion of a competence examination, twenty-two (22) or twenty-eight (28) units of professional college courses], and a bachelor's degree, OR
- 4. Full-time valid life vocational credential granted prior to 1971 [e.g., Life Vocational Class A Credential requiring forty-eight (48) months teaching experience of which 21 are in California, twenty-eight (28) units of professional college courses], plus thirty (30) units subsequent to completion of the credential requirements.

- 5.* Community College Instructor or other appropriate fulfilled credential [requiring bachelor's degree and two (2) years appropriate occupational experience].
- 6.* Master's degree and two (2) years appropriate occupational experience.
- 7.* Bachelor's degree and four (4) years appropriate occupational experience.

D. CLASS IV

- 1. Master's degree and forty-five (45) units subsequent to date of master's degree, OR
- 2. Master's degree and seventy-five (75) units subsequent to date of bachelor's degree, OR
- 3. Full-time valid vocational teaching credential granted prior to 1971 [e.g., Life Standard Designated Subjects Credential requiring three (3) years experience as a journeyman, successful completion of a competence examination, twenty-two (22) units of professional college courses], and a master's degree, OR
- 4. Full-time valid life vocational credential granted prior to 1971 [e.g., Life Vocational Class A Credential requiring forty-eight (48) months teaching experience of which twenty-one (21) are in California, and twenty-eight (28) units of professional college courses], plus forty-five (45) units subsequent to completion of the credential requirements, OR
- 5.* Community College Instructor Credential plus a master's degree and two (2) years appropriate occupational experience.
- 6.* Master's degree and four (4) years appropriate occupational experience.

E. CLASS V

1. Earned doctorate's degree, OR
2. Master's degree and sixty (60) units subsequent to date of master's degree, OR
3. Master's degree and ninety (90) units subsequent to date of bachelor's degree, OR
4. Full-time valid vocational teaching credential granted prior to 1971 (e.g., Life Standard Designated Subjects of five (5) year renewal Vocational Class A Credential requiring three (3) years experience as a journeyman, successful completion of a competence examination, twenty-two (22) or twenty-eight (28) units of professional college courses), and a master's degree plus thirty (30) units subsequent to date of master's degree, OR
5. Full-time valid life vocational credential granted prior to 1971 (e.g., Life Vocational Class A Credential requiring forty-eight (48) months teaching experience of which twenty-one (21) are in California, and twenty-eight (28) units of professional college courses), plus sixty (60) units subsequent to completion of credential requirements, OR
- 6.* Community College Instructor or other appropriate credential with a master's degree, including sixty (60) units earned subsequent to the date of the bachelor's degree, and two (2) years occupational experience.
- 7.* Master's degree, including sixty (60) units subsequent to date of bachelors and four (4) years of occupational experience.

*Applies only to vocational education assignments.

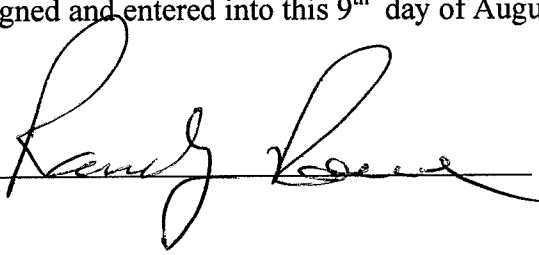
SECTION 8. STRS CREDITABLE SERVICE HOURS REQUIREMENT:

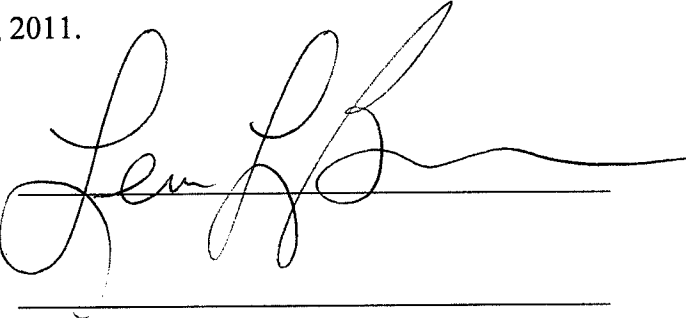
Pursuant to Education Code Section 22138.5(c)(5) each collective bargaining or employment agreement entered into on or after January 1, 2003, that applies to a member subject to the minimum standard specified in paragraph (5) of subdivision (c) of Section 22138.5, for part-time community college instructors shall specify the number of hours of creditable service that equal full-time for the part-time position. The number of hours of creditable service that equal full-time for the part-time classroom instructor position is calculated to be 525 effective and retroactive to July 1, 1996, provided STRS approves and there is no penalty or costs assessed against the District associated with the application of this provision.

AGREEMENT

This Agreement is made and entered into this 9th day of August 2011, between the State Center Community College District and the State Center Federation of Teachers, Local 1533, CFT/AFT, AFL-CIO covering part-time faculty members.

Signed and entered into this 9th day of August, 2011.





STATE CENTER COMMUNITY
COLLEGE DISTRICT

STATE CENTER FEDERATION OF
TEACHERS

CERTIFICATED GRIEVANCE FORM
(For use by certificated bargaining unit members)

Employee name	College	Department
Date of alleged violation	Date of informal discussion	Date of oral response
Date of filing of this statement	Specific statute, policy, rule, regulation or procedure alleged to have been violated	
Explanation of alleged violation, including all pertinent supportive facts.		
Statement of relief, remedy, action believed necessary to resolve this grievance.		
Signature: _____		
Level I: Step 1 – Supervisor response to grievance	Date of Receipt: _____	
	Date of Response: _____	
Signature: _____	Grievance Resolved: <input type="checkbox"/>	
	Grievance Denied: <input type="checkbox"/>	
Level I: Step 2 – Employee response to Step 1 decision and if not acceptable, reasons for appeal to Level II	Date of Receipt: _____	
	Date of Response: _____	
Signature: _____	Decision Acceptable: <input type="checkbox"/>	
	Appeal to Level II: <input type="checkbox"/>	

*Call office of the Associate Vice Chancellor, Human Resources to obtain a Grievance Number

<p>Level II: Step 1 – College President/Designee response to grievance</p> <p>Signature: _____</p>	<p>Date of Receipt: _____</p> <p>Date of Response: _____</p> <p>Grievance Resolved: <input type="checkbox"/></p> <p>Grievance Denied: <input type="checkbox"/></p>
<p>Level II: Step 2 – Employee response to Step 1 decision and, if not acceptable, reasons for appeal to Level III</p> <p>Signature: _____</p>	<p>Date of Receipt: _____</p> <p>Date of Response: _____</p> <p>Decision Acceptable: <input type="checkbox"/></p> <p>Appeal to Level III: <input type="checkbox"/></p>
<p>Level III: Step 1 – Chancellor/Designee response to grievance</p> <p>Signature: _____</p>	<p>Date of Receipt: _____</p> <p>Date of Response: _____</p> <p>Grievance Resolved: <input type="checkbox"/></p> <p>Grievance Denied: <input type="checkbox"/></p>
<p>Level III: Step 2 – Employee response to step 1 decision and, if not acceptable, reasons for appeal to Level IV</p> <p>Signature: _____</p>	<p>Date of Receipt: _____</p> <p>Date of Response: _____</p> <p>Decision Acceptable: <input type="checkbox"/></p> <p>Appeal to Level IV: <input type="checkbox"/></p>
<p>Level IV: Final and Binding Decision of the Arbitrator</p>	<p>Date of Receipt: _____</p> <p>Date of Hearing: _____</p> <p>Date of Response: _____</p> <p>Grievance Resolved: <input type="checkbox"/></p> <p>Grievance Denied: <input type="checkbox"/></p>

Notes:

1. Attach all responses to this form at all levels.
2. Observe time frame requirements of pertinent policy.