



AGREEMENT BETWEEN

STATE CENTER COMMUNITY COLLEGE DISTRICT

AND

FULL-TIME FACULTY BARGAINING UNIT
STATE CENTER FEDERATION OF TEACHERS
LOCAL 1533, CFT/AFT, AFL-CIO



JULY 1, 2014 – JUNE 30, 2017

TABLE OF CONTENTS

By Article

Article I – Term of Agreement	1
Article II – Recognition	1
Article III – Effect of Agreement.....	1
Article IV – Support of Agreement	2
Article V – Waiver of Bargaining	2
Article VI – Severability and Savings	3
Article VII – Maintenance of Operations	3
Article VIII – Past Practices	3
Article IX – Federation Rights	3
Article X – Management Rights	8
Article XI-A – Nondiscrimination.....	9
Article XI-B – Safety.....	9
Article XII – Hours, Workload, Class Size	10
Article XIII – Faculty Conditions	15
Article XIV-A – Leaves With Pay.....	44
Article XIVB – Leaves Without Pay	55
Article XIV-C – Other Leaves.....	57
Article XV – Insurance Programs.....	58
Article XVI – Grievance Procedure	65
Article XVII – Compensation.....	68
Article XVIII – Retirement & Retirees.....	70
Article XIX – Intellectual Property Rights	74
Article XX – Faculty Service Areas & Minimum Qualifications	77

By Subject

Academic Attire.....	42
Adjunct Teaching Credit	69
Arbitration	67
Assignment	15
Beginning Negotiations	2
Bereavement Leave	49
Board Minutes (Federation Rights)	4
Board Policies (Federation Rights).....	3
Bulletin Board Usage (Federation Rights)	4
Calendar.....	13
Cancellation of Courses.....	13
Class Advancement Salary Schedule.....	34

Class Size (Hours/Workload).....	10
Coaching Stipends.....	69
Committee Compensation (Tenure Review Process).....	18
Compensation.....	68
Consultation.....	6
Copyright.....	75
Course Development Distance Education.....	14
Dental Insurance.....	58
Department Chair Released Time.....	14
Direct Deposit.....	70
Distance Education.....	14
Dues Deduction (Federation Rights).....	5
Early Retirement.....	70
Effect of Agreement.....	1
Employee Lists (Federation Rights).....	4
Equipment Usage (Federation Rights).....	4
Evaluation Criteria.....	19
Evaluation of Faculty.....	15
Evaluation Timeline.....	23
Evaluation of Temporary Faculty.....	26
Evaluation of Contract Faculty.....	15
Evaluation of Regular (Tenured) Faculty.....	28
Extended Contract Salary Formula.....	39
Facilities Usage (Federation Rights).....	5
Faculty Load Credit.....	11
Faculty Rights.....	40
Faculty Conditions.....	15
Faculty Service Areas.....	76
Federation Officials (Federation Rights).....	4
Federation Advisement.....	6
Federation/District Consultation.....	6
Federation Rights.....	3
Grant Leave.....	54
Grievance Procedure.....	65
Health Insurance.....	58
Health Leave (Unpaid).....	57
Hours, Workload, Class Size.....	10
Industrial Accident and Illness Leave.....	48
Insurance Premiums.....	60
Insurance Programs.....	58
Intellectual Property Rights.....	73
Involuntary Transfer.....	41

IRC Section 125 Plan	65
Jury Duty Leave.....	50
Laboratory Hour Equivalents	13
Large Group Instruction	10
Leaves With Pay.....	44
Leaves Without Pay.....	55
Lecture Hour Equivalents	10
Life Insurance	60
Mailbox Usage (Federation Rights)	4
Maintenance of Operations.....	3
Management Rights.....	8
MFA Degree	69
Mileage (Travel Off Campus)	69
Military Leave	57
Minimum Qualifications	77
Negotiations.....	2
Nondiscrimination	9
Office Hours	12
Office Hours (Distance Education)	15
Part-Time Teaching Credit	69
Past Practices	3
Personal and Parental Leave.....	57
Personal Business Leave	55
Personal Emergency Leave.....	51
Personnel Records	42
Postage Machine (Federation Rights).....	5
Professional Improvement Leave	55
Public Information (Federation Rights).....	3
Public Office Leave	56
Quarantine	50
Reassigned Time for Academic Senate	14
Reassignment (Transfer).....	40
Recognition.....	1
Reconsideration (Evaluation)	26
Reduction to Part-Time Status Prior to Retirement.....	72
Released Time (Federation Rights)	7
Reporting Violation (Safety)	10
Retiree Health Insurance.....	60
Retirement and Retirees	70
Retirement Contribution.....	70
Right to Grieve (Evaluation)	26
Sabbatical Leave.....	51

Safety.....	9
Safety Committee	9
Salary	68
Salary Classifications	69
Salary Dispute.....	68
Salary Protection Insurance	59
Severability and Savings	3
Sick Leave	44
Sick Leave Bank.....	46
Special Assignments.....	36
Special Courses	13
Support of Agreement	2
Teaching Load Factor (Distance Education)	14
Telephone Usage (Federation Rights)	5
Tenure Review Process (Contract Faculty)	15
Term of Agreement	1
Transfer and Reassignment	40
Travel Off Campus/Mileage	69
Use of Facilities	41
Vision Insurance	59
Waiver of Bargaining	2
Work Week.....	11
Salary Schedule – Exhibit A.....	79
Grievance Form – Exhibit B.....	80
2012-15 Stipends Schedule – Exhibit C.....	82
Salary Classifications – Exhibit D.....	83
Agreement to Purchase District Copyright – Exhibit E.....	87

**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”) is effective upon ratification, and shall remain in full force and effect through June 30, 2015.

**ARTICLE II
RECOGNITION**

The District recognizes the Federation as the sole and exclusive representative of those members of the bargaining unit enumerated in the certification of the Educational Employment Relations Board dated March 24, 1977, Case Number S-R-555, as amended, effective May 26, 1981.

Unit composition shall consist of full-time temporary faculty, contract faculty and regular (tenured) faculty including full-time faculty on special assignment with the following exclusions:

- A. Employees in positions designated as management by the Board of Trustees, including the chancellor, vice chancellors, associate vice chancellors, college/campus presidents, vice presidents, deans, executive directors, and directors (except Directors of Athletics).
- B. All personnel compensated solely on Salary Schedule “C”, substitutes, both short term and long term.
- C. All temporary employees as defined by Education Code sections 87470, 87482, and 87612, except temporary faculty who serve at least 75 percent of the academic year who shall be included in the full-time faculty bargaining unit.

Should the District establish a new position or reclassify an existing position, the District will meet and negotiate whether the position is a bargaining unit position. If the District and Federation cannot agree, the matter shall be referred to the Public Employment Relations Board.

**ARTICLE III
EFFECT OF AGREEMENT**

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, 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 are within its 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, or 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. 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, (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.

- 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:

Either party may reopen each year beginning July 1, 2013: Article XV, Section 1 (Health Insurance), Article XVII, Section 1 (Salary) and one additional article contained in the agreement upon notice to the other party.

**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. BOARD POLICIES/ADMINISTRATIVE REGULATIONS:

The District shall provide the Federation with the State Center Community College District Policies and Regulations. During the term of this Agreement, the District shall notify the Federation of any changes, additions, alterations, or deletions to the electronic version of the District policies and regulations, providing that the electronic version is the official set of District policies and regulations. It is understood that said policies and regulations are maintained on the publicly accessible website of the District.

Section 3. BOARD MINUTES:

The District shall furnish the Federation with one (1) copy of all official Board agenda(s) "packets", excluding all confidential information or materials as defined by applicable law.

Section 4. EMPLOYEE LISTS:

The District shall provide the Federation with the names, addresses, and telephone numbers of unit members at intervals not to exceed twice per year upon the Federation's written request. Additional newly hired unit members' names, addresses, and telephone numbers shall be furnished as hired during the year. The District is not obliged to release addresses and/or telephone numbers of unit members who have designated in writing to the District that such information remain confidential.

Section 5. 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 6. 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.

Section 7. 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 8. 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 9. FACILITIES USAGE:

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

Section 10. POSTAGE MACHINE:

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

Section 11. TELEPHONE USAGE:

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

Section 12. 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;
 - 4. Dues shall be deducted from warrants for each month of the twelve (12) month fiscal year.
- B. In addition to, and notwithstanding the provisions of Article IX, Section 12A, 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 provision C above 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 13. 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 14. 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:

- i. Educational Coordinating and Planning (ECPC);
 - ii. Equal Employment Opportunity
 - iii. Curriculum and Instruction.
2. The Federation/District Consultation process (Article IX, Section 13) may be used by either party to discuss the subject areas covered under Section 14A 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/Campus President.

Section 15. RELEASED TIME:

A. For Federation Officers

1. The District agrees to provide the Federation released time of the equivalent of two (2) FTE for the conduct of Federation activities.
2. Such released time shall be agreed to and scheduled prior to the beginning of each semester according to the following:
 - a. A unit member may be released one (1) FTE per year except in cases where the college/campus president determines that such release would have a significant adverse impact upon a college program.
 - b. Such allocation shall be based on whole courses.
 - c. Such two (2) FTE released time shall be calculated based on the District load policy.
 - d. All released time shall be reimbursed to the District by the Federation based upon Salary Schedule C, Class IV, Step 4.
3. The cost of the one and one-half (1.5) FTE shall be deducted from the Federation monthly dues payments by the District each month as used. The District shall be responsible for only the amount of up to 0.5 FTE which shall be utilized before the Federation is charged.

B. For Federation Executive Council

1. The District agrees to grant to the Federation Executive Council 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.

2. Such released time shall be requested, whenever possible, two weeks or more in advance of such conference or seminar;
3. Such released time cumulatively shall not exceed one hundred and fifty (150) teaching hours during any fiscal year, and no one member shall exceed one-fifth of the total days;
4. All such released time shall be reimbursed to the District by the Federation based upon Governing Board Policies, Salary Schedule C, Class IV, Step 4.

C. For Negotiations

1. A maximum of three (3) (or the same number as the District's team, whichever is greater) 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.
2. The District may, where required, provide substitutes for such classes as may be missed by these three (3) unit members (or the same number as the District's team, whichever is greater).

D. For Member Representation

1. The Federation Vice President for Grievance at each college shall be released from his/her regular work duties, with pay, if grievance resolution meetings are scheduled with management during the working hours of the Federation Vice President involved. The parties shall seek to schedule grievance resolution meetings at times when the Federation Vice President is not assigned to classes.
2. A reasonable number, not exceeding five (5) members within the District of the Grievance Committee, shall be released from their regular work duties with pay, when assisting members in grievance resolution meetings which are scheduled with management during the working hours of the Grievance Committee member involved.

**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, the Federation shall have the right to subject such declaration and decisions made therein to the provisions of the Grievance Procedure, Article XVI.

**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 XII
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

The above figures apply to laboratory classes, except that the LHE figures will be multiplied by seventy-five hundredths (0.75).

By mutual agreement between the instructor and the Vice President of Instruction, adjustments in teacher workload based on the application of the above formula which would normally dictate the changing of an instructor of a class shall not be made until the following semester. By mutual agreement between the instructor and the Vice President of Instruction, factors for lecture hour equivalents for lecture classes may be established by using the number which is the arithmetic mean of the number of students in all classes of the contract load for the instructor, computed on the first (1st) census week enrollment. 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. FACULTY LOAD (LHE) FOR ASSIGNED CLASSES:

All assigned classes which generate FTES shall be included in determining faculty load (LHE); however, LHE will be prorated for classes which are less than a semester in duration and for those classes to which a faculty member is assigned for less than the full duration of the class.

Section 5. WORK WEEK:

All unit members, including special assignment faculty (Article XIII Section 5), are required to perform contractual services forty (40) hours per week.

All full-time contract instructors shall be assigned the equivalent of 14-16 lecture hours per week. This range may be extended to 12-18 in individual instances by mutual agreement. Teaching loads shall be balanced over a two (2) semester period to achieve the equivalent of 29-31 lecture hours per year, with every reasonable effort made to assign 30 LHE per academic year. In the event that an

instructor is assigned more than 30 LHE in an academic year the instructor will be paid on schedule C for LHE's in excess of 30.

Regular contract teaching assignments shall be scheduled within a daily span of time of nine hours or less. If deemed appropriate by management, exceptions may be allowed when the canceling of a course(s) in an instructor's assignment makes lengthening the span necessary to provide a full load. All other exceptions may be made only by agreement of the instructor.

Section 6. OFFICE HOURS:

Office hours shall be sufficient in number so that when office hours are combined with class contact hours, an instructor shall normally have a total of at least twenty (20) hours weekly. In no event shall an instructor have fewer than three (3) or more than five (5) office hours per week. All office hours shall be posted conspicuously for students.

On a pilot basis limited to the term of this CBA, district agrees to allow an instructor to offer one virtual office hour, via live interactive medium as identified by the instructor, in lieu of one office hour per week. This office hour must be scheduled and interactive medium identified at the start of each term and posted conspicuously for students.

At least one office hour shall be scheduled by unit members on days when they do not have classes scheduled. Said office hour may be rescheduled to another day under the following circumstances:

1. For unit member to perform assignment-related work off-campus.
2. For unit member to participate in professional development.
3. For unit member to develop curriculum.
4. For unit member to engage in college-related activity with students currently enrolled in one of his/her classes.

Faculty will be mindful of student needs when rescheduling office hours.

The instructor shall, not later than the day prior, inform his/her immediate supervisor of the need to reschedule the office hour and publish the rescheduled office hour conspicuously for students.

The instructor may not reschedule an office hour during a week when students specify a need for his/her office hour assistance on a non-teaching day.

The rescheduling of an office hour may not exceed more than one (1) day in any full five (5) day work week period. Exceptions warranted by special circumstances may be authorized by the college/campus president or the unit member's immediate supervisor.

The instructor is responsible for attending meetings including all meetings called by administration, curriculum, department, faculty, or committee on non-teaching days.

Section 7. CALENDAR:

Spring Break shall be non-duty days for all bargaining unit members. Duty days shall be one hundred seventy-seven (177) in each school year. Teaching faculty members shall attend meetings called by the president, vice president, dean, or department chairperson on duty days prior to the beginning of instruction each semester.

One flexible schedule day shall be provided at the beginning of each semester, unless the District and the Senates mutually agree otherwise. Faculty members may request to reschedule a "flex day" at a time other than the date at the beginning of the fall and spring semester(s) for a specific educationally related activity which is beneficial to the education of students, providing such alternate schedule is management approved and within the normal travel and conference budget expenses. Any approved rescheduled "flex day" must occur within the academic year from which it was rescheduled and must be outside of the individual faculty member's regular contract and overload teaching schedule as assigned. Weekday evenings and/or weekend days are permissible. Evening and/or weekend assigned time cannot be counted. Faculty scheduling alternate flex day activities are responsible for the reporting requirements required in regulation.

Section 8. LABORATORY HOUR EQUIVALENTS:

Beginning in January, 1994, the District will assign seventy-five (0.75) hundredths lecture hour to each laboratory class.

Section 9. SPECIAL COURSES:

The Federation recognizes the District's right and responsibility to offer experimental courses. It is understood that sections of such courses may be offered with fewer students required than the normal class size minimum.

It is further understood that such sections as well as courses necessary for students to complete majors and sequences may be offered with fewer students required than the normal class size minimum.

Section 10. CANCELLATION OF COURSES:

All contracts and/or "employment notices" will be approved and mailed to unit members by the Associate Vice Chancellor, Human Resources.

If sections of courses are canceled, it is the District's responsibility to provide a full assignment as defined in Article XII, Section 4.

Section 11. DEPARTMENT CHAIR RELEASED TIME:

Department chairs approved for released time shall be given twenty percent (20%) released time per academic year, except in cases where the college determines that such release would have a significant adverse impact upon a college program. In such cases the department chair will be compensated on Salary Schedule C.

Section 12. REASSIGNED TIME FOR ACADEMIC SENATE:

- A. The district agrees to provide the Academic Senates at each college and the Willow International Community College Center reassigned time of the equivalent of 1.5 FTE each for the conduct of academic senate activities as follows: (1) perform academic senate duties and responsibilities, (2) direct, coordinate or participate on academic senate subcommittees or on campus or district committees to which the senate has member appointment rights or programs. Such reassigned time shall be agreed to and scheduled prior to the beginning of each semester.
- B. A unit member may be reassigned to perform faculty senate duties described in Section 12 above except in cases when the College/Campus president determines that such reassigned time would have a significant adverse impact upon the college program. The reassigned time in addition to a unit member's regular assignment shall equal a full-time assignment.

Section 13. 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 unit member teaching a distance education course (as designated by the College) shall receive LHE credit on the ratio of four (4) LHE per three (3) units taught. This provision shall remain in effect only for the term of this agreement (June 30, 2015). LGI factors shall apply to distance education courses in the same manner as for traditional courses. Unit members teaching distance education courses must teach at least 40% of his/her load on campus per semester. The District may allow a unit member to teach less than 40% of his/her load on campus per semester, provided there is mutual agreement between the College/Campus President or their designee and unit member.
- C. Course Development Factor: A unit member assigned by the Vice President of Instruction to develop or redevelop 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. This provision shall remain in effect only for the term of this agreement (June 30, 2015).

- D. Office Hours: Office hours held by unit members teaching a distance education course shall be consistent with the provisions of Article XII, Section 6. OFFICE HOURS.
- E. The District and the Federation agree that if and when guidelines regarding training for and evaluation of distance education instructors are approved on a districtwide basis, the two parties will seek to reach agreement regarding aspects which are mandatory subjects of negotiation for inclusion in a Memorandum of Understanding.

Section 14. ASSIGNMENT:

Assignment to more than one location within a college shall be at the discretion of the District and shall take into consideration any aspects related to the assignment, such as necessary travel time between locations. However, faculty members, including special assignment faculty, shall be entitled to consultation with the immediate supervisor regarding their assignment. Mileage shall be paid in accordance with Article XVII, Section 6. TRAVEL OFF CAMPUS/MILEAGE.

ARTICLE XIII FACULTY CONDITIONS

Section 1. TENURE REVIEW/EVALUATION OF CONTRACT FACULTY:

A. PURPOSE

The tenure review process should ensure that students have access to the most knowledgeable, talented, creative, and student-oriented faculty available. A four-year probationary period provides sufficient time for certificated contract employees to understand the expectations for tenure, to continue developing skills and acquiring experience to participate successfully in the educational process, and to use the District's and other resources for professional growth. The tenure review process should promote professionalism, enhance academic growth, and evaluate contract employees relative to continued employment consideration by providing a useful assessment of performance, using clear evaluation criteria.

B. PROCEDURES

1. Contract provisions for the evaluation of the contract certificated faculty shall be clarified for tenured faculty and supervisors early in the college year by District and Federation representatives.
2. A contract employee's evaluation committee shall consist of three (3) members, including two (2) tenured department members (from contract employee's discipline, whenever possible) and the immediate supervisor (or his/her representative). Faculty serving as a mentor to a contract employee shall not serve on that contract employee's evaluation committee. If the department of the contract employee does not have two

tenured faculty, division members may be used. Faculty members shall be drawn randomly by the department chair from the discipline/department pool of volunteers. At a department's discretion, the department chair may serve regularly as one of two faculty members on the committee. A faculty member serving on the evaluation committee shall not also serve as a mentor to that contract employee. At the request of the contract employee and based on sufficient cause, the committee may be augmented by one member beginning in the second semester of the first year provided there is approval by the District and the Federation. The District and Federation shall receive input from both the contract employee and the committee.

Except for persons who are in a need-to-know position, the evaluation process shall be confidential to the extent provided by law. An evaluation committee member may be removed from the committee by the District for a breach of confidentiality, a material breach of the contractual obligations of a committee member or a conflict of interest. The committee member who is removed shall be replaced in the same manner as committee members are selected. This provision is not subject to the grievance procedures. This provision shall be subject to appeal to the College/Campus President who shall render a final decision within five (5) working days.

3. The immediate supervisor shall schedule all committee meetings, retain evaluation-related paperwork in his/her office, and make sure that all contractual timelines are followed.
4. The following steps will occur in the evaluation process:
 - a. The evaluation committee shall meet to review evaluation regulations and timelines.
 - b. The contract employee meets with his/her evaluation committee to review the evaluation criteria, evaluation process and procedures, and timelines. The contract employee shall be responsible to review the duties and responsibilities for his/her position and, if applicable, the course outlines for that position.
 - c. First- and second-contract employees will receive a minimum of one (1) classroom visitation (or other appropriate observation for other than classroom instructors) from each member of his/her evaluation committee. The person being evaluated shall be given at least twenty-four (24) hours notice of an intended visitation listing the specific (class) section to be visited where appropriate. The contract employee shall provide the observer a brief (instructional) plan prior to the visitation.
 - d. Third-contract employees shall receive a minimum of two (2) classroom visitations over this evaluation period. Committee members need not give prior notice of any intended visitation/observation.

- e. A committee member(s) shall administer a standard District evaluation questionnaire to students in at least one class of each of the contract employee's preparations. The questionnaire shall be administered at the end of the class session, unless otherwise mutually agreed upon by a committee member and the contract employee, allowing students a minimum of fifteen minutes to complete the form. The contract employee shall not be present at the time. (In the event the contract employee has a non-teaching assignment, the student questionnaire shall be administered to an appropriate number of students associated with the individual's assignment.)

All student questionnaire results shall be made available to the evaluation committee and the contract employee prior to week 14 (for 9-week courses, prior to week 8). Should the results of the questionnaire raise serious concerns regarding the contract employee, committee members may solicit verbal comments from students as part of the evaluation process.

- f. The committee shall meet to consider all evaluation input ("See Other Evaluation Procedures"), decide on a recommendation regarding subsequent employment status, and if appropriate, devise a plan for instructional or professional improvement articulated in writing that clearly identifies: (1) areas of deficiency from Article XIII, Section 1(D) and 1(E); (2) objectively observable behaviors to correct areas of deficiency; and (3) a specific timeline to correct areas of deficiency.
- g. The committee meets with the contract employee to discuss the evaluation results, the employment recommendation, and, if appropriate, the plan for improvement to be monitored by the members of the committee. The contract employee may offer his/her own additional performance assessment to be incorporated into the plan for improvement.
- h. A written employment recommendation (based upon the evaluation criteria), along with all pertinent documentation, shall be submitted by the committee to the College/Campus President through the Vice President of Instruction, Vice President of Student Services, or Vice President of Instruction and Student Services.
- i. The College/Campus President shall make a recommendation to the Chancellor and to the Board of Trustees. However, if the College/Campus President does not concur with the evaluation committee's recommendation, he or she will meet with the committee to discuss differences. If the meeting does not produce a concurrence of opinion, both the president's and the committee's recommendation

shall be forwarded to the Chancellor and Board of Trustees, with pertinent documentation provided.

C. COMMITTEE COMPENSATION

1. Each faculty committee member shall receive up to ten (10) hours or the actual number of logged hours, whichever is less, of compensation equivalent to the top of Schedule C Lab rate for each year he or she serves on the evaluation committee and completes the evaluation cycle. To be eligible to receive the compensation, counselors, librarians, college nurses, and tutorial instructors must perform such evaluation services outside of their regularly assigned work week under Article XII, Section 5. WORK WEEK.

D. OTHER EVALUATION PROCEDURES

1. Duties and Responsibilities Evaluation

- a. Immediate supervisor conducts a "duties and responsibilities evaluation" in accordance with District Policy. The contract employee will be evaluated on requirements such as holding classes, maintaining roster and attendance records, turning in grades, posting and holding office hours, and performing departmental/institutional duties such as attending meetings, serving on committees, advising students, etc.

2. Records Evaluation

- a. Contract employee shall submit classroom (or other appropriate) records for evaluation, including syllabi, course objectives for students, tests, grading criteria, etc.

3. Professional Activities Evaluation

- a. Contract employee shall submit a written record of professionally related activities such as conference/workshop attendance, staff development and participation, institutional/District committee participation, professional association memberships, scholarly publications, research, etc.

4. Self-Evaluation

- a. The contract employee shall submit to the committee a written evaluation of his/her job performance with respect to the criteria on which he/she is being evaluated.

5. Relevant Input for Outside of Formal Evaluation Process

- a. The committee will consider only complaints, concerns, or commendations that have been documented (signed, dated, and presented to supervisor or department chair) or verbal complaints, concerns, or commendations of a consistent, recurring nature.
- b. The contract employee has the right to respond to any complaint or concern which the committee is considering as part of the evaluation process.

E. EVALUATION CRITERIA

1. STUDENTS

- a. Responsive to the educational needs of students by exhibiting awareness of and sensitivity to the following:
 - i. Diversity of cultural backgrounds, gender, age, and lifestyles;
 - ii. Variety of learning styles;
 - iii. Student goals and aspirations.
- b. Concern for student rights and welfare.
- c. Respect for the opinions and concerns of students.
- d. Willingness and availability to assist students.

2. PROFESSIONAL RESPONSIBILITIES

- a. Participation in departmental, college, or related activities.
- b. Maintenance of ethical standards in accordance with American Association of University Professors (AAUP) ethical standards statement (1940; revised 1987)
- c. Maintenance of workable relationship with colleagues.
- d. Demonstrates commitment to the profession (Code of Ethics).

3. CLASSROOM TEACHING

- a. Knowledge of subject matter.
- b. Awareness of current developments and research in field.
- c. Demonstration of effective communication with students.
- d. Effective use of teaching methods appropriate to subject matter.
- e. Institutionally approved course outline.
- f. Evidence of course objectives being met through evaluation of student work that measures those objectives, through tests and examinations, written assignments, oral responses, etc.
- g. Maintenance of classroom records in accordance with District Policy.
- h. Evaluation of student progress in keeping with the course objectives and institutionally adopted course outlines.
- i. No later than completion of the seventh semester in contract status or prior to receiving tenure status, whichever occurs first, contract employees must be knowledgeable and be able to demonstrate computer proficiencies, including operating a computer, using the storage devices, printer controls, essential operating system commands, browsing the internet, receiving and sending e-mail, and the basic features of word processing and spreadsheet applications. Additionally, the contract employee will be able to demonstrate proficiency as to particular computer applications designed to meet the needs of students in the employee's teaching field or other work area, as determined by the evaluation team and department.

4. COUNSELORS

- a. Evidence of appropriate counseling techniques as designated by review of student educational plans, career test interpretations, etc.
- b. Maintenance of counseling session records in accordance with District Policies.
- c. Effective use of counseling methods appropriate to student need.
- d. Knowledge of subject matter.

- e. Awareness of current developments and research in the field.
- f. Demonstration of effective communication with students.
- g. Demonstration of respect for all students through the development of a warm and accepting environment.
- h. Maintains confidentiality of the counseling session.
- i. No later than completion of the seventh semester in contract status or prior to receiving tenure status, whichever occurs first, contract employees must be knowledgeable and be able to demonstrate computer proficiencies, including operating a computer, using the storage devices, printer controls, essential operating system commands, browsing the internet, receiving and sending e-mail, and the basic features of word processing and spreadsheet applications. Additionally, the contract employee will be able to demonstrate proficiency as to particular computer applications designed to meet the needs of students in the employee's teaching field or other work area, as determined by the evaluation team and department.

5. LIBRARIANS

- a. Knowledge of library usage.
- b. Awareness of current developments and publications in the field.
- c. Demonstration of effective communication with students and faculty.
- d. Effective use of research methods appropriate to faculty and student needs.
- e. Awareness of college curricula.
- f. Maintenance of appropriate records.
- g. No later than completion of the seventh semester in contract status or prior to receiving tenure status, whichever occurs first, contract employees must be knowledgeable and be able to demonstrate computer proficiencies, including operating a computer, using the storage devices, printer controls, essential operating system commands, browsing the internet, receiving and sending e-mail, and the basic features of word processing and spreadsheet applications. Additionally, the contract employee will be able to demonstrate proficiency as to

particular computer applications designed to meet the needs of students in the employee's teaching field or other work area, as determined by the evaluation team and department.

6. NURSES

- a. Knowledge of subject matter.
- b. Awareness of current development and research in the field.
- c. Effective communication with students.
- d. Effective use of nursing procedures.
- e. Evidence of appropriate nursing objectives which are met through a student evaluation of services.
- f. Appropriate maintenance of student records which protect the confidentiality of all service users.
- g. Evaluation of student's progress in keeping current with nursing protocols and public health procedures.
- h. No later than completion of the seventh semester in contract status or prior to receiving tenure status, whichever occurs first, contract employees hired must be knowledgeable and be able to demonstrate computer proficiencies, including operating a computer, using the storage devices, printer controls, essential operating system commands, browsing the internet, receiving and sending e-mail, and the basic features of word processing and spreadsheet applications. Additionally, the contract employee will be able to demonstrate proficiency as to particular computer applications designed to meet the needs of students in the employee's teaching field or other work area, as determined by the evaluation team and department.

7. COORDINATORS

- a. Shall be evaluated on the basis of their duties and responsibilities statement.
- b. No later than completion of the seventh semester in contract status or prior to receiving tenure status, whichever occurs first, contract employees must be knowledgeable and be able to demonstrate computer proficiencies, including operating a computer, using the storage devices, printer controls, essential

operating system commands, browsing the internet, receiving and sending e-mail, and the basic features of word processing and spreadsheet applications. Additionally, the contract employee will be able to demonstrate proficiency as to particular computer applications designed to meet the needs of students in the employee's teaching field or other work area, as determined by the evaluation team and department.

F. EVALUATION TIMELINE FOR FIRST OR SECOND CONTRACT EMPLOYEES

1. The following timeline is repeated each year in the fall for contract employees.
 - a. WEEKS 1 – 5 (For 9-week courses, typically in weeks 1-3)
 - i. Tenure committee established by division dean.
 - ii. Committee orientation meeting convened by immediate supervisor serving on committee.
 - iii. Committee meeting with contract employee to discuss evaluation process and timelines.
 - iv. Immediate supervisor begins "duties and responsibilities" evaluation.
 - v. Contract employee submits copies of classroom records.
 - b. WEEKS 6 – 13 (For 9-week courses, typically in weeks 3-7)
 - i. Classroom visitations made by committee members.
 - ii. Student questionnaires are administered (no earlier than 6th week). Student questionnaire results shall be provided to contract employee prior to week 14 (for 9-week courses, prior to week 8).
 - iii. Contract employee submits list of professional activities.
 - iv. Additional visitations may be conducted if deemed necessary by the committee.
 - c. WEEKS 14 – 16 (For 9-week courses, typically in weeks 8)
 - i. Contract employee submits self-evaluation.

- ii. Committee meets and reviews all pertinent areas of evaluation and evaluation materials.
 - iii. Committee decides upon employment recommendation for contract employee and, if the recommendation is a second or third contract, establishes a course of action by which the employee can improve in areas of weakness.
 - iv. Committee meets with contract employee to discuss the employment recommendation. If appropriate, the committee will recommend a course of action for instructional/professional improvement.
- d. WEEKS 17 – 18 (For 9-week courses, typically in weeks 7-9)
- Committee submits employment recommendation to the College/Campus President, along with copies of all pertinent documents.
- e. This timeline does not preclude a committee member's or administrator's right to visit a contract faculty member's classroom during the spring term should such be deemed necessary.

G. TIMELINE FOR THIRD-CONTRACT EMPLOYEES

1. YEAR 3

- a. WEEKS 1-5 (For 9-week courses, typically in weeks 1-3)

Committee meets with contract employee to review calendar and activities for the year.

- b. WEEKS 6 – 13 (For 9-week courses, typically in weeks 3-7)

- i. Classroom visitations made by committee members.
- ii. Student questionnaires are administered (no earlier than 6th week). Student questionnaire results shall be provided to contract employee prior to week 14 (for 9-week courses, prior to week 8).
- iii. Contract employee submits list of professional activities.

- c. WEEKS 14 – 20 (For 9-week courses, typically in weeks 7-10)
 - i. Contract employee submits self-evaluation.
 - ii. Committee meets and reviews all pertinent areas of evaluation and evaluation materials.
 - iii. Committee meets with contract employee to present and discuss progress report and, if appropriate, a professional improvement plan.
- d. WEEKS 20 – 35 (For 9-week courses, typically in weeks 10-18)
 - i. Committee conducts additional classroom visitations as deemed appropriate.
 - ii. Committee meets with contract employee to discuss the third-year evaluation.

2. YEAR 4

- a. WEEKS 1 – 5 (For 9-week courses, typically in weeks 1-3)

Committee meets with contract employee to review calendar and activities for the year.
- b. WEEKS 6 – 13 (For 9-week courses, typically in weeks 3-7)
 - i. Classroom visitations made by committee members.
 - ii. Student questionnaires are administered (no earlier than 6th week). Student questionnaire results shall be provided to contract employee prior to week 14 (for 9-week courses, prior to week 8).
 - iii. Contract employee submits list of professional activities.
- c. WEEKS 14 – 15 (For 9-week courses, typically in weeks 7-8)
 - i. Contract employee submits self-evaluation.
 - ii. Committee meets and reviews all pertinent areas of evaluation and evaluation materials.

- iii. Committee decides upon employment recommendation for contract employee.
 - iv. Committee meets with contract employee to discuss the employment recommendation.
- d. WEEKS 16 – 17 (For 9-week courses, typically in weeks 8-9)

Committee submits employment recommendation to the College/Campus President, along with copies of all pertinent documents.

H. RIGHT TO GRIEVE

1. In the event there is a negative decision made regarding the granting of tenure, that to a reasonable person was unreasonable, or violated, misinterpreted, or misapplied, any policy or procedure concerning the evaluation of a contract (probationary) employee, the effected contract employee shall have the right to grieve such negative decision in accordance with the provisions of Education Code section 87610.1.
2. Allegations that the District, in a decision to reappoint a contract (probationary) employee, violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of contract (probationary) employees shall be classified and addressed as grievances in accordance with the provisions of Education Code section 87610.1.

I. RECONSIDERATION

In the event the arbitrator rules that the District must reconsider its decision not to grant tenure, the arbitrator's decision and findings of fact shall be served upon the Board of Trustees President or Secretary, along with all evidence, exhibits, documents, and briefs which were provided to the arbitrator. Either party may additionally submit a written argument, stating why the Board of Trustees should or should not grant tenure to the employee and stating the reasons therefore. Not later than 60 days after having been served the arbitrator's decision, the Board of Trustees shall determine upon reconsideration whether the decision not to grant tenure shall stand, or whether to grant tenure to the contract (probationary) employee. The decision of the Board of Trustees upon reconsideration shall be final in all respects and served on the employee.

Section 2: EVALUATION OF TEMPORARY FACULTY:

- A. Inclusion in the full-time faculty bargaining unit of temporary faculty who serve at least 75 percent of the academic year will not alter the employees' temporary status. Such

employment may be terminated at any time without regard to termination proceedings in this agreement or with respect to provisions in the Education Code concerning the termination of contract (probationary) or tenured (permanent) employees.

- B. Collective bargaining agreement, Article XIII, Sections 1(A)-1(C), 1(F)-1(I) and Section 3 will not apply to temporary faculty who serve at least 75 percent of the academic year.
- C. The evaluation criteria set forth in the collective bargaining agreement, Article XIII, Sections 1(D) and 1(E) will apply to temporary faculty who serve at least 75 percent of the academic year.
- D. The following provisions will apply to the evaluation of temporary faculty who serve at least 75 percent of the academic year:
 - 1. Temporary faculty will be evaluated (at least) as follows:
 - a. Their performance during their first semester of teaching or service.
 - b. Their performance during their second and/or third semesters of teaching or service.
 - c. Their performance over every six (6) semesters of teaching or service thereafter.
 - 2. The evaluation process of temporary faculty will include the following:
 - a. Classroom visitation(s) by peer reviewer and immediate supervisor or his/her designee. Visitation dates and times shall be scheduled within a three-week period announced to the temporary faculty member. (Both peer reviewer and evaluator need not be present during a visitation.);
 - b. Student questionnaires administered by peer reviewer or immediate supervisor. The student questionnaire results shall be provided to temporary faculty prior to week 14 (for 9-week courses, prior to week 8).
 - c. The results of the evaluation will be discussed with the temporary faculty member;
 - d. The evaluatee shall receive a copy of the final written evaluation;
 - 3. 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 3. EVALUATION OF REGULAR (TENURED) FACULTY:

A. PURPOSE

The purpose of the evaluation procedure of regular (tenured) faculty is to enhance the quality of education, to recognize outstanding performance, to enhance performance and to further the growth and development of faculty members, to identify areas of performance needing improvement and to assist faculty members in achieving improvement, and to maintain the educational quality and standards of the College District.

B. EVALUATION TEAM

1. The evaluation team shall consist of a peer reviewer and the immediate supervisor. The peer reviewer shall be selected by the immediate supervisor from a list of three names provided and in order of preference by the regular (tenured) faculty member being evaluated from the regular (tenured) faculty member's department or division (with prior approval from the immediate supervisor, the regular (tenured) faculty member may offer one or more names for peer review selection from a different department, division, and/or campus).
2. Except for persons who are in a need-to-know position, the evaluation process shall be confidential to the extent provided by law. An evaluation committee member may be removed from the committee by the District for a breach of confidentiality, a material breach of the contractual obligations of a committee member or a conflict of interest. The committee member who is removed shall be replaced in the same manner as committee members are selected. This provision is not subject to the grievance procedures. This provision shall be subject to appeal to the College/Campus President who shall render a final decision within five (5) working days.
3. The evaluation team shall meet a sufficient number of times during the evaluation period in order to formalize the evaluation plan, perform visitations, observations and review, and to discuss the results of the evaluation.

C. TIMELINE

1. The regular evaluation of tenured faculty shall take place at least once in every three academic years. More frequent evaluation may occur in the event job performance is less than acceptable.
2. The evaluation process will normally be completed within one semester.

3. The evaluation team and the regular (tenured) faculty member being evaluated shall endeavor to reach consensus on specific timelines (except as otherwise set forth in the evaluation provisions of this article) for visitations and observations, the administration of student questionnaires, the discussion of the results of the evaluation, and the procedures required in the evaluation process. In the event consensus is not reached regarding the timeline, the immediate supervisor shall determine the timeline to be used.

D. OTHER EVALUATION PROCEDURES

1. Duties and Responsibilities of Evaluation

Immediate supervisor conducts a “duties and responsibilities evaluation” in accordance with District Policy. The regular (tenured) faculty member will be evaluated on requirements such as holding classes, maintaining roster and attendance records, turning in grades, posting and holding office hours, and performing departmental/institutional duties such as attending meetings, serving on committees, advising students, etc.

2. Records Evaluation

Regular (tenured) faculty member shall submit classroom (or other appropriate) records for evaluation, including syllabi, course objectives for students, tests, grading criteria, etc.

3. Professional Activities Evaluation

Regular (tenured) faculty member shall submit a written record of professionally related activities such as conference/workshop attendance, staff development and participation, institutional/District committee participation, professional association memberships, scholarly publications, research, etc.

4. Self-Evaluation

Regular (tenured) faculty member shall submit to the committee a written evaluation of his/her job performance with respect to the criteria on which he/she is being evaluated.

5. Relevant Input for Outside of Formal Evaluation Process

- a. The committee will consider only complaints, concerns, or commendations that have been documented (signed, dated, and presented to supervisor or department chair) or verbal complaints, concerns, or commendations of a consistent, recurring nature.

- b. The regular (tenured) faculty member has the right to respond to any complaint or concern which the committee is considering as part of the evaluation process.

E. EVALUATION CRITERIA

1. STUDENTS

- a. Responsive to the educational needs of students by exhibiting awareness of and sensitivity to the following:
 - i. Diversity of cultural backgrounds, gender, age, and lifestyles;
 - ii. Variety of learning styles;
 - iii. Student goals and aspirations.
- b. Concern for student rights and welfare.
- c. Respect for the opinions and concerns of students.
- d. Willingness and availability to assist students.

2. PROFESSIONAL RESPONSIBILITIES

- a. Participation in departmental, college, or related activities.
- b. Maintenance of ethical standards in accordance with American Association of University Professors (AAUP) ethical standards statement (1940; revised 1987).
- c. Maintenance of workable relationship with colleagues.
- d. Demonstrates commitment to the profession (Code of Ethics).

3. CLASSROOM TEACHING

- a. Knowledge of subject matter.
- b. Awareness of current developments and research in field.
- c. Demonstration of effective communication with students.
- d. Effective use of teaching methods appropriate to subject matter.

- e. Institutionally approved course outline.
- f. Evidence of course objectives being met through evaluation of student work that measures those objectives, through tests and examinations, written assignments, oral responses, etc.
- g. Maintenance of classroom records in accordance with District Policy.
- h. Evaluation of student progress in keeping with the course objectives and institutionally adopted course outlines.

4. COUNSELORS

- a. Evidence of appropriate counseling techniques as designated by review of student educational plans, career test interpretations, etc.
- b. Maintenance of counseling session records in accordance with District Policies.
- c. Effective use of counseling methods appropriate to student need.
- d. Knowledge of subject matter.
- e. Awareness of current developments and research in the field.
- f. Demonstration of effective communication with students.
- g. Demonstration of respect for all students through the development of a warm and accepting environment.
- h. Maintains confidentiality of the counseling session.

5. LIBRARIANS

- a. Knowledge of library usage.
- b. Awareness of current developments and publications in the field.
- c. Demonstration of effective communication with students and faculty.
- d. Effective use of research methods appropriate to faculty and student needs.

- e. Awareness of college curricula.
- f. Maintenance of appropriate records.

6. NURSES

- a. Knowledge of subject matter.
- b. Awareness of current development and research in the field.
- c. Effective communication with students.
- d. Effective use of nursing procedures.
- e. Evidence of appropriate nursing objectives which are met through a student evaluation of services.
- f. Appropriate maintenance of student records which protect the confidentiality of all service users.
- g. Evaluation of student's progress in keeping current with nursing protocols and public health procedures.

7. COORDINATORS

Shall be evaluated on the basis of their duties and responsibilities statement.

F. EVALUATION PROCESS:

1. A peer reviewer shall be selected during the first three weeks of the evaluation semester.
2. Typically by the fourth week of the semester, the regular (tenured) faculty member, peer reviewer, and immediate supervisor shall meet to discuss and agree upon the evaluation plan. If consensus cannot be reached, the immediate supervisor, Vice President of Instruction, Vice President of Student Services, or Vice President of Instruction and Student Services and peer reviewer shall determine the plan to be used by majority approval. The evaluation plan shall consist of evaluation procedures and criteria from Article XIII, Sections 3(D) and 3(E) which may include, but are not limited to:
 - a. educational discussions with peers and/or immediate supervisor
 - b. classroom visitations and observations
 - c. video taping of class sessions

- d. peer review
 - e. written and/or oral student evaluations of the unit member
 - f. appropriate service or activities
3. Student questionnaires are a required part of evaluation, to be administered by an evaluation team member to students in two different courses, or in two sections of the same course if unit member teaches only one course. All student questionnaire results shall be made available to the evaluation committee and the regular (tenured) faculty member prior to week 14 (for 9-week courses, prior to week 8).
 4. Between the 6th and 14th weeks (for 9-week courses, between the 3rd and 8th), the evaluation plan is typically carried out and completed.
 5. At the completion of the evaluation process, the regular (tenured) faculty member, peer reviewer, and immediate supervisor shall meet to discuss the results of the evaluation, including the peer written review, student evaluation, regular (tenured) faculty member self-evaluation, and the immediate supervisor's evaluation, as well as suggestions for improving the performance of the regular (tenured) faculty member and, if appropriate, develop a plan for improvement to be monitored by the members of the committee. The plan for improvement shall be articulated in writing that clearly identifies: (1) areas of deficiency from Article XIII Section 3(D) and 3(E); (2) objectively observable behaviors to correct areas of deficiency; and (3) specific timeline to correct areas of deficiency. The regular (tenured) faculty member being evaluated may offer his/her own additional performance assessment to be incorporated into the plan for improvement.

The summary written evaluation report shall be prepared by the immediate supervisor. The summary evaluation shall take into account the peer reviewer's written report as well as the results of each of the evaluation procedure and criteria.

The unit member shall have the opportunity to comment on the results of the written summary evaluation report and have any written comments attached to the written evaluation report which shall thereafter be forwarded to the College/Campus President through the Vice President of Instruction, Vice President of Student Services or Vice President of Instruction and Student Services.

G. AUGMENTED EVALUATION:

In the event the immediate supervisor or peer reviewer indicates unacceptable job performance through a negative summary evaluation, the regular (tenured) faculty member may appeal the evaluation to the augmented team within ten (10) working days. The augmented team will consist of the original team plus one other regular (tenured) faculty member selected by the faculty member being evaluated and one additional administrator.

1. If the regular (tenured) faculty member appeals the negative evaluation, the augmented team will determine whether the negative evaluation finding was warranted. If the negative evaluation is upheld, or if the regular (tenured) faculty member does not appeal, the regular (tenured) faculty member will continue being evaluated by the augmented team until his or her job performance reaches at least a minimally acceptable level, upon which time he or she will return to the regular evaluation cycle, or a determination is made by the District to discharge the regular (tenured) faculty member.
2. The augmented evaluation process will provide ongoing assistance to and evaluation of regular (tenured) faculty members whose job performance must improve to assure continued employment with the District.

Section 4. CLASS ADVANCEMENT SALARY SCHEDULE:

- A. In accordance with salary schedule and unit requirements, the evaluation of requests for class advancement shall be made by the respective campus evaluation committee.
 1. Each College President shall designate an administrator, in addition to the one serving on the campus evaluation committee, who will prepare a thorough analysis of all classification advancement requests before presentation to the committee. This administrator also will have the responsibility of obtaining proper documentation and insuring that these supportive documents are retained in appropriate college files following committee action.
 2. Each campus committee shall consist of one (1) administrator from each college (to be appointed by the College President) and one (1) faculty member from each division at Fresno City College and one (1) faculty member from four (4) different departments at Reedley College. The faculty members shall be selected for the respective college committees by the Academic Senate President at Fresno City College and by the Academic Senate President at Reedley College. Each committee shall elect a faculty member to serve as chairperson.
- B. A unit member anticipating a change in class placement must file a "Letter of Intent" by May 1 of the preceding college year with the administrator designated by the college president to assist the committee.
- C. As proof of completion, official transcripts or other written supporting evidence must be submitted to the designated administrator no later than the Wednesday immediately preceding the first (1st) day of instruction for the year for which the change in salary placement is requested. 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 committee 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 by the first (1st) school day of the second (2nd) full month of instruction of the fall semester. A statement indicating the unit member's knowledge of this downward adjustment provision shall be included on the notarized statement form.

- D. Committee recommendations for salary class advancements shall be forwarded to the office of the president by Wednesday of the first (1st) week of instruction for his/her review and comment and for filing with the Office of the Chancellor by Wednesday of the second (2nd) week of instruction.
- E. All recommendations for salary schedule class advancement must receive final approval from the Chancellor or his/her designee.
- F. When a faculty member qualifies for a new class, placement in that class will be without loss of annual increment.
- G. 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: [1] required for a credential or degree fulfillment, [2] required in connection with preparation for a specific institutional assignment, [3] part of an in-service training program, or [4] 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 campus evaluation committee the proper application form. 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 5. SPECIAL ASSIGNMENTS:

Work week is defined in Article XII, Section 5. WORK WEEK.

A. Counselors

1. The basic work year of the counseling staff shall consist of the same number of duty days assigned to the full-time teaching staff.
2. The number of additional days, if any, to be worked by each counselor on an extended-contract basis shall be determined by management after consultation with the counselor.
3. The work week shall consist of thirty-five (35) hours of assigned duty which may include committee assignments, faculty senate, other college-related meetings, research and orientation, counseling appointments, teaching responsibilities, if assigned, staff development activities, and/or any other professionally related activities as authorized and/or directed by the administration. Assignments shall be consistent with the approved statements of duties and responsibilities for each position.
4. Counselors who have teaching responsibilities as part of their contract assignments shall have the thirty-five (35) hours of assigned duty time reduced by an average of two (2) hours per week over the period of a semester for each lecture hour equivalent

(LHE) taught. (For example, a counselor teaching one (1) section of a one (1) unit Guidance Studies course for two (2) hours a week for a nine (9) week period shall average thirty-three (33) hours per week of other assigned duty time during the semester in addition to his/her teaching assignment.)

5. Duty days and hours shall be assigned by management after consultation between the counselor and the administration with consideration of the unit member's concerns.

B. Librarians:

1. The basic work year of the library staff shall consist of the same number of duty days assigned to the full-time teaching faculty.
2. The number of additional days, if any, to be worked by each librarian on an extended contract basis shall be determined by management after consultation with the librarian.
3. The work week shall consist of thirty-five (35) hours of assigned duties which may include teaching responsibilities, if assigned, scheduled professional meetings, staff development activities, and/or other professionally related activities as authorized and/or directed by the administration.
4. Librarians who have teaching responsibilities assigned as part of their contract assignments may have thirty-five (35) hours of duty time reduced by an average of two (2) hours per week over the period of a semester for each lecture hour equivalent (LHE) taught. (For example, a librarian teaching one (1) section of a library science course for three (3) hours a week for a semester shall average twenty-nine (29) hours per week of other assigned duty time in addition to his/her teaching assignment.)
5. Duty days and hours shall be assigned by management after consultation between the librarian and the administration with consideration of the unit member's concern.

C. College Nurses:

1. The basic work year of the college nursing staff shall consist of the same number of duty days assigned to the full-time teaching faculty.
2. The number of additional days, if any, to be worked by each college nurse on an extended contract basis shall be determined by management after consultation with the college nurse.

3. The work week shall consist of thirty-five (35) hours of assigned nursing duties, office hours, scheduled professional meetings, staff development activities, and other appropriate professional activities as authorized and/or directed by management.
4. Duty days and hours shall be assigned by management after consultation with the individual college nurse affected with consideration of the unit member's concern.

D. Career and Technology Center:

1. The basic work year for the Career and Technology Center instructional staff shall be the same as for other full-time teaching faculty members. The number of additional duty days to be worked on an extended-contract basis shall be determined by management after consultation with the individuals affected.
2. The work week shall consist of thirty-five (35) assigned duty hours which may include instructional activities not to exceed thirty (30) hours per week, and/or any other professionally related activities as authorized and/or directed by management, such as meetings scheduled by the administration, staff development activities, faculty consultations, and student consultations with community agency representatives.
3. Duty days and hours will be assigned by management after consultation with the individual affected, with consideration of the unit member's concerns.

E. Tutorial Instructors:

1. The basic work year of the Tutorial Center instructional staff shall consist of the same number of duty days assigned to full-time teaching faculty members.
2. The number of additional days, if any, to be worked by tutorial instructional staff members on an extended-contract basis shall be determined by management after consultation with the individual affected.
3. The work week shall consist of thirty-five (35) hours of assigned duty which may include teaching responsibilities, staff development activities, meetings, faculty consultations, and/or any other professionally related activities as authorized and/or directed by management. Assignments shall be consistent with the approved statements of duties and responsibilities for each position.
4. Duty days and hours will be assigned by management after consultation with the individual affected, with consideration of the unit member's concerns.

F. Coordinators:

1. It is acknowledged by the Federation and the District that coordinators are part of the bargaining unit. Coordinators are unit members who assist in specific programs but are not considered management employees and perform no significant responsibilities for formulating district policies and administering district programs.
2. The basic work year of the coordinators shall consist of the same number of duty days assigned to the full-time teaching faculty.
3. The number of additional days, if any, to be worked by each coordinator on an extended-contract basis shall be determined by management after consultation with the coordinator.
4. The work week shall consist of thirty-five (35) hours of assigned duties which may include teaching responsibilities, if assigned, scheduled professional meetings, staff development activities and/or other professionally related activities as authorized and/or directed by the administration.
5. Coordinators who have teaching responsibilities assigned as part of their contract assignments may have thirty-five (35) hours of duty time reduced by an average of two (2) hours per week over the period of a semester for each lecture hour equivalent (LHE) taught. (For example, a coordinator teaching one (1) section of a course for three (3) hours a week for a semester shall average twenty-nine (29) hours per week of other assigned duty time in addition to his/her teaching assignment.)
6. Duty days and hours shall be assigned by management after consultation between the coordinator and the administration, with consideration of the unit member's concerns.

Section 6. EXTENDED CONTRACT SALARY FORMULA:

The determination of salary for Salary Schedule "A" personnel on extended contracts shall utilize the following formula:

$$P + (D)(N) = T$$

P = Annual salary figure shown for Salary Schedule "A" placement.

D = Per diem rate of pay for Salary Schedule "A" placement.

N = Number of duty days assigned beyond the number of duty days in the academic year.

T = Total extended contract salary.

Section 7. FACULTY RIGHTS:

Individual members have the right of consultation with the immediate supervisor on matters relating to the members' teaching assignment, instructional program changes, analysis and/or evaluation of instructional programs, and the educational direction of their department and institution.

Section 8. TRANSFER AND REASSIGNMENT:

A. Voluntary Transfer:

1. A voluntary transfer is initiated by the unit member.
2. Any regular (tenured) faculty member may request a transfer from one (1) college to another college or North Centers, or from the North Centers to another college where his/her training, experience, skills, degrees and/or credentials coincide with the requirements of a vacant position.
3. Applications for transfer will be considered for vacancies before other outside applicants. The District will post vacancies at District sites as well as on the District website and intranet.
4. A regular (tenured) faculty member may transfer within the District to a vacant faculty position for which he or she is qualified once all of the following conditions occur and are completely satisfied:
 - a. Job announcements shall be posted for transfer through the District's bulk e-mail for a five (5) calendar-day period.
 - b. Transfer applicants shall submit to the Human Resources Department a letter containing why they wish to transfer to the posted vacancy and an updated resume, within that five (5) day posting period.
 - c. Following an interview with each applicant and within ten (10) days of receipt of the files from Human Resources, the department shall reach one of the following recommendations regarding the applicants:
 - i. acceptance of request to transfer
 - ii. rejection of request to transfer
 - iii. consideration to include applicant in the pool along with all other applicants.

Each applicant shall be notified by the appropriate administrator.

- d. The transfer request is preliminarily approved by both the department and the immediate supervisor for the department in which the position is available.
 - e. If the immediate supervisor does not accept the departmental recommendation, he/she will meet and notify the department of the reason or reasons.
 - f. The transfer request is forwarded for approval to the office of the relevant College/Campus President.
 - g. A suitable replacement is found for the position being vacated by the applicant.
5. Any such transfer shall be considered permanent only upon the completion of each and every condition precedent stated above.
 6. The District reserves the right to open to outside applicants any subsequent full-time position resulting from the transfer.
 7. Any unit member accepted by another college or center will be permitted to make the transfer when a suitable replacement is found. Any such transfer shall be considered permanent.

B. Involuntary Transfer:

1. An involuntary transfer is initiated by the District, and shall not be done capriciously or as a punitive action.
2. Where the District finds it necessary to transfer an employee from one college to another, qualified volunteers will be sought. Where there are no qualified volunteers, the District will determine which qualified person is to be transferred.
3. Transferees involuntarily transferred from one 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.
4. If a split assignment between campuses is made to a unit member and that split assignment requires the unit member to travel additional miles, the District will pay mileage for travel for the additional miles.

Section 9. USE OF FACILITIES:

Unit members may use District physical education facilities during regular work hours when the facilities are not in use for classes, athletic events, or authorized special events, provided the facility

is open or an authorized District employee is available "to open and secure" the facility. Unit members will be required to abide by institutional rules in effect at each campus.

Section 10. ACADEMIC ATTIRE:

Academic attire required by the District for unit members to wear at the graduation ceremony shall be provided at District-expense. Academic attire includes cap, gown and hood.

Section 11. PERSONNEL RECORDS:

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 by the person 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. The unit member may be accompanied by a Federation representative, if desired, or a Federation representative may inspect such materials individually at the request of the unit member.

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 given an opportunity to respond.

An employee is entitled to know the identity or source of all such complaints. (Any retaliatory action shall be deemed to be unprofessional conduct.)

The unit member shall acknowledge that such material 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 signified only that the material has been read and does not indicate agreement with its contents.

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.

The content of material in personnel files shall not be subject to Article XVI, Grievance and Arbitration Procedure of this Agreement.

During the 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 District Board Policy and Administrative Regulations)

The official files for all personnel shall be housed and maintained at the District office, except that files containing official evaluations, job-performance related data, directives, complaints, and other personal communications will be located in the college/campus president's office.

Materials being held out of a personnel file due to a grievance may be submitted as evidence in a punitive action. No other performance evaluation materials outside the personnel file may be used as evidence in a punitive action.

Personnel files for certificated personnel shall be maintained by the District Office.

The following material should be obtained for, and retained in, all certificated/academic personnel files located in the District Human Resources Office:

1. Initial employment records

Application

Official transcripts of academic records

Transcript evaluation form

Pre-employment confidential materials, including:

a) Interview reports

b) Placement office papers

c) Letters of recommendation

Health verification documents

Verification of related work experience

Copies of credential documents

Certificated/academic employment recommendation form (P22)

Offer of employment letter

Original signed contracts and employment agreements

Leaves of absence approval documents

Copies of early retirement agreements

Sick leave transfer letters

Periodic evidence of chest x-ray or approved intradermal tuberculin test

Notices of employment

2. Salary schedule classification advancement information

Petition for advancement

Supportive documents

Action on petition

The following materials should be retained in certificated/academic personnel files located in the college/campus president's office:

1. Evaluations and other correspondence related to job performance, including professional growth reports.
2. Directives and other personal communications.
3. Written complaints and commendations.
4. Employee response to written complaints.

For any of the preceding materials not contained within existing files, only those which are considered essential will be required to be added to these files.

**ARTICLE XIV-A
LEAVES WITH PAY**

Section 1. SICK LEAVE PROVISIONS:

A. Sick Leave:

1. Sick leave for a unit member's illness or injury shall be granted to each unit member as follows:

<u>Annual Duty Days</u>	<u>Days of Sick Leave Accrued Annually</u>
220-229	12.0
210-219	11.5
200-209	11.0
190-199	10.5
177-189	10.0

2. Earned sick leave which is not used may be accumulated indefinitely from one (1) year of service to the next and may be used as required during such subsequent years of service.
3. Sick leave usage shall be calculated based on percent of scheduled day missed including scheduled office hour(s), if applicable. Percent of day should be calculated to the nearest hundredth.

If a unit member was assigned and missed a class that is calculated as an overload assignment due to illness or injury, unit member shall use his/her accumulated Schedule C sick leave.

4. 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.
5. Any unit member who is on paid status while on sick leave, sabbatical, 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.
6. Where a unit member has exhausted his/her sick leave benefits and is absent from work because of illness or accident, whether or not the absence arises out of or in the course of the employment of the unit member, the unit member shall receive fifty percent (50%) of his/her regular salary during the period of such absence up to a maximum of five (5) school months.
7. 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 Human Resources Office, in writing, of the name and address of the district by which 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.

8. All sick leave rights or accumulations shall be canceled 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.
9. Any unit member shall have the right to utilize sick leave necessitated by pregnancy, miscarriage, childbirth, and recovery there from.
10. Unit members can access a current accounting of his/her accumulated sick leave on WebAdvisor.
11. Any unit member utilizing sick leave benefits under provisions of this Article shall provide the administration with a signed absence form, and, if absent five (5) or more consecutive duty days, shall provide the administration, upon return, with a statement from a physician verifying his/her fitness to return to duty. A member absent for more

than five (5) duty days shall notify their immediate supervisor of his/her approximate return date.

12. Sick leave may be utilized by any unit member placed under quarantine on the same basis as though this unit member were ill.
13. If a unit member has used more sick leave than has been earned or accrued, that deficit, in a dollar amount calculated from the equivalent daily rate for that member, shall be deducted from the next available salary warrant.

B. Sick Leave Bank:

1. The Sick Leave Bank program shall be administered by a District/Federation committee composed of five (5) members: three (3) appointed by the Federation, and two (2) appointed by the District.
2. The Sick Leave Bank program shall continue from year to year.
3. The parties agree that a Sick Leave Bank shall be established to assist unit members who suffer a long-term illness.
4. All unit members may voluntarily participate in the Sick Leave Bank program by:
 - a. Contributing one (1) day of sick leave during the first (1st) full month following the signing of this Agreement; or
 - b. Contributing one (1) day of sick leave during the first (1st) month of a unit member's employment; or
 - c. New participants may annually join the program during the month of September.
5. The District shall contribute one (1) sick leave day for each four (4) days of personal sick leave days contributed by participating unit members.
6. Whenever the Sick Leave Bank becomes depleted, each participating unit member will be taxed a maximum of one (1) additional day per year from his/her accumulated sick leave bank to restock the bank. Sick leave days placed in the bank by participating unit members:
 - a. May not subsequently be withdrawn from the bank except as they are used for sick leave purposes as defined herein;

- b. May not be transferred to another district should that unit member obtain employment elsewhere;
 - c. May only be used by participating unit members currently employed by the District;
 - d. May not be withdrawn at the time of retirement.
7. A unit member may withdraw from participation in the Sick Leave Bank program at any time by notifying the committee of such withdrawal; however, any days contributed previously may not be withdrawn.
8. Eligibility to use Sick Leave Bank days requires that a participating unit member must have:
- a. Exhausted his/her personal sick leave days;
 - b. Been absent without full pay for five (5) additional consecutive work days.
9. To apply for sick leave bank usage, the participating unit member must submit the following to the district payroll office:
- a. a written request listing dates of absence to be granted in days from the sick leave bank,
 - b. a doctor's note covering the requested dates, and
 - c. an absence form(s) for the requested dates.

The written request along with the supporting documents will be forwarded to the sick leave bank committee chair. Upon receipt, the committee chair will review all documents with the committee. Once a majority agreement has been met by the committee, the chair will notify the payroll department, who will then notify the unit member of the committee's decision.

10. On a one-half (1/2) pay basis only, the Sick Leave Bank may be drawn upon to supplement the fifty percent (50%) pay provision of the District's five (5) school months additional sick leave during the time a unit member is eligible for that provision coverage.
11. There shall be a maximum number of forty (40) withdrawal days per participating unit member per year.

12. A participating unit member using Sick Leave Bank days shall not have to replace those days except as a regular contributing member to the bank.

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 only to the amount of unused industrial accident or illness leave due him/her for the same illness or injury.
7. Termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided in Education Code Sections 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.

(See Sick Leave, Article XIV-A, Section 1).

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 Board of Trustees authorizes travel outside the state.
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, at the discretion of the District, does not hinder the performance of the duties required of him/her if he/she is otherwise qualified.

Section 3. BEREAVEMENT LEAVE:

- A. Unit members may be granted, without loss of salary, or other benefits, leave of absence not to exceed three (3) working days (five (5) working days if out-of-state travel is required) per occurrence on account of the death of any member of the unit member's immediate family. Bereavement leave may be extended through the use of "personal emergency leave," Article XIV-A, Section 6.
- B. "Member of the immediate family," as used in this section, means the 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 step-mother, step-father, step-daughter or step-son.
- C. An extension of bereavement leave may be requested by the unit member, but such extension shall be without salary for the period of time covered by the extension.
- D. A bereavement leave of one (1) day per occurrence may be granted, without loss of salary, on account of the death of any close friend or colleague not included as a "member of the

immediate family" where the unit member has responsibility for carrying out personal business and funeral arrangements attendant to the death.

- E. Bereavement leave may be granted, without loss of salary for the time necessary to attend the funeral of a district colleague conditioned upon the following:
1. The unit member receives written permission from the Vice President of Instruction, Vice President of Instruction and Student Services or designee;
 2. The unit member's absence does not result in the unit member being unavailable to teach any assigned class unless such unavailability is made unavoidable by the date and time scheduled for the funeral;
 3. Written application shall be made to the Vice President of Instruction or his/her designee NOT later than two (2) working days in advance of the date and time for leave unless special circumstances necessitate a later application.

Section 4. QUARANTINE:

All unit members are entitled to receive full salaries when quarantined by the County Health Officer because of another's illness. Such quarantine must be verified by the County Health Officer.

Section 5. 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 6. PERSONAL EMERGENCY LEAVE:

- A. A unit member may be granted a maximum of six (6) days leave of absence in any college year, at his/her election, without loss of pay, in cases of personal emergency. Such leave shall be deducted from the unit member's accumulated sick leave.
- B. Personal emergencies include serious illness or death of a member of his/her immediate family; an accident involving his/her person or property or the person or property of a member of his/her immediate family; appearance in court as a litigant or as a witness under an official order.
- C. "Immediate family" will be interpreted to mean the mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member, and the spouse, 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 step-mother, step-father, step-daughter, or step-son.
- D. Two (2) of the six (6) days may be granted for any reason deemed appropriate by the member and with prior approval of the supervisor, and in no case will there be more than two (2) employees off at any one time in any work unit under this paragraph.
- E. Verification of personal emergency leave shall be made on the form approved by the District and signed by the unit member.

Section 7. SABBATICAL LEAVE:

- A. Sabbatical leaves shall be granted to unit members, under provisions of the Education Code, for the purpose of carrying out an approved program which will enable the unit member to provide improved service to the District and its students. Consideration will be given to programs which involve an appropriate program of organized study, research, or travel.
- B. Sabbatical leave application, processing, approval, and compensation for unit members for fiscal year 2006-07 and thereafter shall be in accordance with the following provisions:
 - 1. Faculty members may apply for a sabbatical leave during their sixth consecutive year of full-time service, or during their sixth consecutive year of full-time service following a sabbatical leave, such that the faculty member will have completed six consecutive years of full-time service by the beginning of his or her sabbatical leave.

After completing a sabbatical leave, a unit member is not again eligible to apply for such leave until he/she has served on a full-time basis for at least six (6) additional consecutive years. A leave for health, maternity, military service, or professional improvement, while not constituting a break in continuity of service, will not count as one of the six (6) years required for sabbatical eligibility.

2. The District shall allocate funds in the District budget for financing of sabbatical leaves for up to a maximum of twelve (12) of the eligible unit members. Apportionment of sabbatical leaves between the District colleges shall be as follows: the number of leaves assigned to Fresno City College and Reedley College-North Centers shall be based upon the ratio of full-time faculty members at Fresno City College and at Reedley-North Centers to the total of all faculty employed by the State Center Community College District.
3. If an insufficient number of candidates apply, or if an insufficient number of applications are recommended by the committee for sabbatical leave as having met the written criteria for sabbatical leave consideration, the application period will be extended for an additional three (3) weeks. All faculty shall be notified of the extension and reasons for such. If, after the extension an insufficient number still fails to meet the minimum written qualifications, the President may recommend fewer leaves than that number allocated to the college.
4. Leaves granted will be distributed among the various divisions of a college so as not to impair the instructional program.
5. The unit member applying for a sabbatical leave will agree to serve the District for at least two (2) years immediately following completion of the leave. The unit member is expected to complete his or her sabbatical leave as indicated in his or her approved sabbatical leave proposal.
6. Each unit member applying for sabbatical leave shall submit a formal application (Form No.P-21) to the appropriate committee for sabbatical leaves prior to November 1 of the academic year preceding the academic year of the proposed leave. The committee at each college shall consist of the Vice President of Instruction, acting as chairperson, the division dean or comparable position, and an equal number of faculty members appointed by the President of the Academic Senate.

The Vice President of Student Services will serve as an ex-officio member when considering applications from the counseling student services area.

The committee at each institution shall provide the college president with a recommended rank order of leave applications which shall be submitted to the

Chancellor, along with the president's recommendations, if any, for subsequent presentation to the Board of Trustees.

Applications submitted after the deadline date will be given consideration when accompanied by valid reasons. Valid reasons normally will be limited to government, professional, or academic programs which materialize after the deadline date.

7. Within one (1) semester after return to duty, a unit member who has completed a sabbatical leave will submit to the committee for sabbatical leaves and for distribution among faculty, a written report covering the period of the sabbatical. When applicable, a transcript or other evidence of completion of the planned program will accompany this report. A copy of each sabbatical leave report, together with the committee's evaluation, shall be forwarded through the college president's office to the Chancellor not later than one (1) semester after return to duty.

If the committee's evaluation reflects that the sabbatical leave report is unacceptable and/or the terms and conditions of the sabbatical were not fully met, the unit member has one additional semester to rectify the problem. If the evaluation remains "unacceptable" at the conclusion of the semester, the District has the right to reclaim through automatic payroll deduction from the unit member that percentage of the sabbatical stipend that in the committee's viewpoint reflects the unit member's degree of incompleteness.

8. Compensation while on sabbatical leave will be computed in accordance with the salary schedule in effect during the period of leave and will be paid in equal monthly payments. A sabbatical leave will be counted as service and experience on the salary schedule.
9. Sabbatical leaves may be granted as follows:
 - a. One (1) semester at one hundred percent (100%) of full salary, or
 - b. One (1) full academic year at sixty-five percent (65%) of full salary, or
 - c. Two (2) semesters within three (3) academic years at sixty-five percent (65%) of full salary. If the option of two (2) semesters within three (3) academic years is elected, the service between semesters will be credited toward a subsequent sabbatical.
10. Unit members on a full-year sabbatical may work for outside employers (or themselves) and receive remuneration, so long as the combined income from the District's 65% salary payment and the outside remuneration does not exceed 100% of

what the unit member would receive on the regular faculty salary schedule. Any excess amounts shall adjust the District's 65% salary payment downward to maintain the 100% salary figure. Outside income that a unit member previously and regularly received during a school year is not affected by the provisions of this section, which apply only to additional employment that a unit member secures during the sabbatical year. Income that a unit member may receive from an employer as a part of his or her sabbatical leave also is not affected by the provisions of this section. Unit members, on a one-semester leave, upon approval may work for outside employers and receive remuneration if the income was previously and regularly received during the prior two school years. Additional employment must receive prior approval from the Sabbatical Leave Committee.

11. Time on sabbatical leave will count towards retirement. The District shall pay retirement benefits and fringe benefits for the unit member on leave. District paid health and welfare benefits shall end if the employee receives reasonably comparable health and welfare benefits (including dependent coverage) from any other employer.

Section 8. GRANT LEAVE:

- A. A grant leave is a leave to permit a regular faculty member to accept a grant to teach, lecture, or do research for a public or private institution or a city, county, state, federal, or foreign government. Such service should result in the employee's rendering more effective service to the District upon return.
- B. Leave may be granted for a maximum of one (1) year.
- C. District may compensate unit member on leave by paying the difference between the amount of the grant and the unit member's regular salary.
- D. District shall pay retirement benefits and fringe benefits for the unit member on leave. District paid health and welfare benefits shall end if the employee receives reasonably comparable health and welfare benefits (including dependent coverage) from any other employer.
- E. All unit members who have satisfactorily completed six (6) consecutive years of full-time service in this District will be eligible to apply for a grant leave. A leave for health, maternity, military service, or professional improvement, while not constituting a break in continuity of service, will not count as one of the six (6) years required for grant leave eligibility.
- F. The unit member applying for a grant leave will agree to serve the District for at least twice the time approved for the grant leave immediately following completion of the leave.

G. Eligibility:

1. The unit member shall submit to the college/campus president a request for Grant Leave;
2. The request shall be submitted at least one (1) semester prior to the semester in which the leave is granted;
3. The college/campus president shall consider the Grant Leave request on the basis of enhancing the unit member's professional growth;
4. The District contributions toward the unit member's regular salary shall not exceed twenty (20) percent;
5. Unit members on Grant Leave shall not exceed three (3) at Fresno City College and one (1) at Reedley College;
6. The president shall forward the Grant Leave request to the Board of Trustees with a recommendation.

**ARTICLE XIV-B
LEAVES WITHOUT PAY**

Section 1. PERSONAL BUSINESS LEAVE:

- A. The college/campus president, upon request and with prior approval, may grant an absence for personal business leave to a unit member.
- B. Absences for personal business leave shall be without pay unless the unit member elects to have such days of absence deducted from his/her accumulated sick leave. In the event the unit member elects to have the absence deducted from sick leave, he/she may do so up to a maximum of two (2) accumulated sick leave days per college year for reasons of personal business.

Section 2. PROFESSIONAL IMPROVEMENT LEAVE:

- A. Any unit member, after two (2) years of successful service to the District, may, upon request and approval, be granted a leave of absence for up to one (1) year. Upon application, one (1) additional year of professional improvement leave may be granted, subject to determination of benefit to the District and Board approval.

- B. The unit member, upon returning from leave, shall be placed on the step of the salary schedule that he/she would have attained had he/she been continuously employed by the District during such absence.
- C. There shall be no loss of seniority, tenure, break in service, or other rights available under law because of such leave of absence.
- D. Requests for professional improvement leave shall be submitted no later than the beginning of the semester preceding the semester of requested leave.
- E. A professional improvement leave of less than one (1) year may be granted, but not less than one (1) full semester.
- F. Any personal health or life insurance carried by the unit member through the District may, with the carrier's approval, be continued at the expense of the unit member on professional improvement leave.

Section 3. PUBLIC OFFICE LEAVE:

- A. Any unit member elected to public office shall be granted a leave of absence without pay for the duration of his/her elected term of office, if requested by the unit member.
- B. The unit member must resume his/her full duties within six (6) months after his/her term of office expires.
- C. Compensation for part-time service by a unit member on public office leave shall be on a pro rata basis of the unit member's full-time salary.
- D. The period of time away on public office leave shall be counted as years of experience toward total years of service.
- E. Unless otherwise agreed to, a unit member, upon completion of his/her term of office, shall be reinstated to a comparable position to the one he/she held prior to his/her election.
- F. A person employed to take the place of a unit member who has been granted a public office leave shall not have any right to such position following the return of such unit member upon expiration of his/her term of office.
- G. Any personal health or life insurance carried by the unit member through the District may, with the carrier's approval, be continued at the expense of the unit member on professional improvement leave.

Section 4. HEALTH LEAVE:

- A. Any unit member may, with approval of the President and at the discretion of the Board, be granted a leave of absence for health reasons for a period of time not to exceed one (1) year. Such leave shall be without pay and retirement benefits.
- B. Certification of the need, or proof of illness, for such leave, acceptable to the District, must be provided by the unit member or a physician.
- C. Any such leave shall not be counted as experience on the salary schedule, nor shall it be counted in determining other benefits such as sick leave or sabbatical leave eligibility.
- D. Any such leave granted, however, shall not count as a break in continuity of service to the District.
- E. The District agrees to pay the District insurance contribution when a unit member is on a health leave.

Section 5. PERSONAL AND PARENTAL LEAVE:

- A. Any unit member may with approval of the President be granted a leave for a specific reason deemed appropriate including leave to care for a child, at the convenience of the District.
- B. Any such leave granted shall be without pay or other benefits granted unit members. Any personal health or life insurance carried by the unit member through the District may, with the carrier's approval, be continued at the expense of the unit member on personal leave.
- C. Any such leave requires Board approval prior to taking such leave.
- D. There shall be no loss of seniority, tenure, or other rights available under law because of such leave.

**ARTICLE XIV-C
OTHER LEAVE**

Section 1. MILITARY LEAVE:

Unit members shall be granted military leave in accordance with the provisions of the State of California Education Code and of the Military and Veterans Code.

**ARTICLE XV
INSURANCE PROGRAMS**

Section 1. HEALTH INSURANCE:

- A. The District shall provide health plan insurance coverage for eligible unit members and their dependents, conditioned upon the provisions of this Article, including but not limited to the District contribution as set forth in Section C of this Article.
- B. Health plan insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided.

C. District Contribution

Effective October 1, 2010-2011 the District contribution shall be an amount not to exceed a maximum monthly contribution of \$1,029.00 per month per employee.

- D. Any health insurance plan(s) offered to unit members shall first be mutually agreed to by the District and the Federation.

The unit member will pay the difference between the District contribution and the cost of any premium in excess of the District contribution for any selected health plan.

Section 2. DENTAL INSURANCE:

- A. The District shall provide a dental care insurance program for eligible unit members and their dependents.
- B. The District shall provide a dental program for the year 2010-2011, with benefits equal to the dental care insurance plan in effect during fiscal year 1997-98, a PPO network with non-participating dentists compensated at 100% of usual and customary rates (UCR) as established by the most current National Dental Advisory Fee Survey. In the year 2010-2011 the District will contribute a premium amount equivalent to the premium cost of the CVDP dental PPO network plan.
- C. Dental care insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided.

Section 3. VISION INSURANCE:

- A. The District shall provide a vision care insurance program for eligible unit members and their dependents.
- B. Assuming insurance carrier availability, the program shall be equal to the vision care insurance plan in effect during fiscal year 1977-78.
- C. Vision care insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided.

Section 4. SALARY PROTECTION INSURANCE: (Long Term Disability)

- A. The District shall provide a salary protection program for eligible unit members employed on or before June 30, 2013.

1. Eligibility

After the first year eligible up to three (3) years
After the second year eligible up to four (4) years
After the third year eligible up to five (5) years
After the fourth year eligible up to six (6) years
After the fifth year eligible up to seven (7) years
Beginning with sixth year eligible up to age sixty-five (65)

- 2. Salary protection coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions except as otherwise provided.
- 3. The salary protection plan (long term disability plan) shall correspond to the plan document on file with the District administration, which shall note the monthly maximum limit of \$5,000.00. The benefit shall now state:

For employees hired on or before June 30, 2013:

Should you be disabled, you will receive 60% of your current monthly salary, to a maximum payout of \$5,000.00, commencing on the first day of the sixth month of your disability or the end of any period for which you are receiving sick leave pay, if that is later than 5 months. Employees under this benefit may purchase additional LTD benefits from the district's provider at 100% of the cost.

- B. Unit members first employed on or after July 1, 2013 may purchase coverage under a salary protection plan (long term disability plan) at their own expense. The District shall take into consideration providers recommended by the Federation.

Section 5. LIFE INSURANCE:

- A. The District shall provide a level term life insurance program for eligible unit members and their dependents: \$50,000 level term plus \$5,000.00 dependent coverage. This benefit shall become effective not later than July 1, 1995.
- B. Level term life insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided.

Section 6. INSURANCE PREMIUMS:

The District shall pay one hundred percent (100%) of the premium for coverage listed in Section 2, 3, 4, and 5, except for dental insurance and as otherwise stated herein.

Section 7. RETIREE HEALTH INSURANCE:

The Retiree Health Insurance provisions shall be effective for faculty members who retire during the term of the Agreement. At the time of separation and retirement from the College District, unit members who qualify shall make an election of the following:

Unit Members hired on or before June 30, 2013: OPTION 1.1 or OPTION 2

Unit members hired on or after July 1, 2013: OPTION 1.2 or OPTION 2

OPTION 1.1 (Unit members hired on or before June 30, 2013):

- A. For unit members retiring early (prior to age of Medicare eligibility), and who wish to continue coverage under the District's health insurance program, the District will contribute a maximum of two thousand, four hundred dollars (\$2,400.00) per year conditioned upon the following:
 - 1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties;
 - 2. The unit member has attained his/her fifty-fifth (55th) birthday;

3. The unit member shall have served the District for a minimum of (10) consecutive years immediately preceding retirement.
 4. The retiree is receiving his/her regular retirement allowance from STRS;
 5. This benefit terminates on the date the retiree reaches age of Medicare eligibility.
 6. Upon death of retiree, surviving spouse shall not be eligible for benefit contribution until he/she reaches age sixty (60).
 7. Surviving spouse's benefit terminates on the date surviving spouse reaches age of Medicare eligibility.
- B. For bargaining unit members who retire and have served the District for a minimum of fifteen (15) consecutive years immediately prior to retiring, the District shall contribute a maximum of up to two thousand five hundred ten dollars and nine cents (\$2,510.09) per year toward the health insurance supplement to Medicare, or the actual cost of the health insurance supplement to Medicare, whichever is less, for the life of the unit member and his/her spouse, as conditioned below. The maximum District contribution in effect on July 1, 2012, shall be increased annually by two percent (2%) effective September 1, 2012. The unit member shall be eligible to receive said District contributions toward the designated retiree health care supplement as mutually determined by the parties, conditioned upon the following:
1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties;
 2. The unit member shall have attained his/her age of Medicare eligibility;
 3. The retiree is receiving his/her regular retirement allowance from STRS;
 4. Coverage will continue for life of member or surviving spouse;
 5. Spousal coverage is limited to legal spouse on date of retirement;
 6. Contribution toward surviving spouse's supplement shall terminate should spouse re-marry.
- C. Bargaining unit members who retire and have served the District for a minimum of fifteen (15) consecutive years immediately prior to retiring and who qualify for retiree health insurance benefits may elect to receive a cash payment instead of a direct contribution toward the District's health insurance carrier or toward health insurance supplement to Medicare as noted in Option 1.1B.

Under Option 1.1B, the district contribution increases by two percent (2%) annually; this two percent (2%) increase does not apply if the retiree elects to receive a cash payment (Option 1.1C). The cash payment amount under Option 1.1C, if selected, is the same as the contribution amount in the year the unit member retired, regardless of when the unit member/retiree elects the cash payment.

The retiree shall be eligible to receive a quarterly cash payment as mutually determined by the parties, conditioned upon the following:

1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties;
2. The retiree shall have attained his/her age of Medicare eligibility;
3. The retiree is receiving his/her regular retirement allowance from STRS;
4. The cash payment will end when the retiree becomes ineligible under the provisions of the applicable collective bargaining agreement;
5. The cash payment will end on the death of the retiree and does not continue for a surviving spouse.

D. If a retiree or covered spouse drops the District's health insurance plan for any reason, he/she is not eligible for re-enrollment.

OPTION 1.2 (Unit members hired on or after July 1, 2013):

A. For unit members retiring early (prior to age of Medicare eligibility), and who wish to continue coverage under the District's health insurance program, the District will contribute a maximum of two thousand, four hundred dollars (\$2,400.00) per year conditioned upon the following:

1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties;
2. The unit member has attained his/her fifty-fifth (55th) birthday;
3. The unit member shall have served the District for a minimum of (10) consecutive years immediately preceding retirement;
4. The retiree is receiving his/her regular retirement allowance from STRS;
5. This benefit terminates on the date the retiree reaches age of Medicare eligibility;

6. Upon death of retiree, surviving spouse shall not be eligible for any benefit contribution.

B. For bargaining unit members who retire and have served the District for a minimum of fifteen (15) consecutive years immediately prior to retiring, the District shall contribute a maximum of up to two thousand five hundred ten dollars and nine cents (\$2,510.09) per year toward the health insurance supplement to Medicare, or the actual cost of the health insurance supplement to Medicare, whichever is less, until age 70, as conditioned below. The unit member shall be eligible to receive said District contributions toward the designated retiree health care supplement as mutually determined by the parties, conditioned upon the following:

1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties;
2. The unit member shall have attained his/her age of Medicare eligibility;
3. The retiree is receiving his/her regular retirement allowance from STRS;
4. This benefit terminates on the date the retiree reaches 70 years of age;
5. Upon death of retiree, surviving spouse shall not be eligible for any benefit contribution.

C. Bargaining unit members who retire and have served the District for a minimum of fifteen (15) consecutive years immediately prior to retiring and who qualify for retiree health insurance benefits may elect to receive a cash payment instead of a direct contribution toward the District's health insurance carrier or toward health insurance supplement to Medicare as noted in Option 1.2B.

The retiree shall be eligible to receive a quarterly cash payment as mutually determined by the parties, conditioned upon the following:

1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties;
2. The retiree shall have attained his/her age of Medicare eligibility;
3. The retiree is receiving his/her regular retirement allowance from STRS;
4. The cash payment will end when the retiree becomes ineligible under the provisions of the applicable collective bargaining agreement;

5. The cash payment will end when the retiree turns 70 years of age.
 6. Upon death of retiree, surviving spouse shall not be eligible for any benefit contribution.
- D. If a retiree drops the District's health insurance plan for any reason, he/she is not eligible for re-enrollment.

OPTION 2 (All unit members regardless of hire date):

- A. For unit members retiring early (prior to age of Medicare eligibility), and who wish to continue coverage under the District's health insurance program, the District will contribute a maximum of seventy (70%) percent of the District's contribution to the premium of the health insurance program following:
1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties;
 2. The unit member has attained his/her fifty-fifth (55th) birthday;
 3. The unit member shall have served the District for a minimum of (10) consecutive years immediately preceding retirement;
 4. The retiree is receiving his/her regular retirement allowance for STRS;
 5. This benefit terminates on the date the unit member reaches age of Medicare eligibility;
 6. Upon death of retiree, surviving spouse shall not be eligible for benefit contribution until he/she reaches age sixty (60) (surviving spouse shall not be eligible for benefit contributions for employees hired on or after July 1, 2013);
 7. Surviving spouse's benefit terminates on the date surviving spouse reaches age of Medicare eligibility (surviving spouse shall not be eligible for benefit contributions for employees hired on or after July 1, 2013).
- B. Unit members who elect OPTION 2 which provides an enhanced pre-Medicare eligibility age contribution toward health coverage, are not eligible for a District contribution toward the health insurance supplement to Medicare: (Option 1.1B and Option 1.2B) or the cash payment (Option 1.1C and Option 1.2C).

- C. If a retiree or covered spouse drops the District's health insurance plan for any reason, he/she is not eligible for re-enrollment.

Section 8: IRC SECTION 125 PLAN:

An Internal Revenue Code (IRC) section 125 Plan shall be implemented in accordance with Governmental rules and regulations for full-time faculty for premium conversion, medical reimbursement, and dependent care 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 attorney's 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 Federation thereof and to cooperate as reasonably necessary for the defense or settlement of such action.

**ARTICLE XVI
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 a violation, misapplication, or misinterpretation of any provision of this Agreement.

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 addressed 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.