

ARTICLES

		<u>Page</u>
Article 1	Agreement	1
Article 2	Unit Description/Recognition	2
Article 3	Association Rights	3
Article 4	Dues Deduction & Organizational Security	6
Article 5	Consultation	9
Article 6	Academic Freedom	10
Article 7	Non-Discrimination	11
Article 8	District Rights	12
Article 9	Grievance Procedures	14
Article 10	Wages	24
Article 11	Health and Welfare Benefits	26
Article 12	Work Calendar	27
Article 13	Workload	28
Article 14	Transfer/Reassignment	37
Article 15	Personnel Files	41
Article 16	Evaluation Procedure	43
Article 17	Public Charges	56
Article 18	Leaves of Absence	62
Article 19	Reimbursements	83
Article 20	Safety Conditions of Employment	85
Article 21	Reduction in Force	90
Article 22	Early Retirement & Pre-Retirement Reduced Workload	99
Article 23	Benefits for Employees Who Retire During the Term of the Agreement	103

ARTICLES

	<u>Page</u>
Article 24	Miscellaneous Provisions 105
Article 25	Non Concerted Refusals to Work 106
Article 26	Effect of Agreement 107
Article 27	Statutory Changes 108
Article 28	Savings 109
Article 29	Duration of Agreement 110
 Grievance Report Forms	
Appendix A-1	Compensation Plan
Appendix A-1a	Faculty Salary Schedule
Appendix A-2a	Compensation Schedule for All Hourly Work
Appendix A-2b	Compensation Schedule Pay for Course
Appendix A-3	Head & Assistant Coach Pay Schedule
Appendix A-4	Faculty Chair Compensation
Appendix A-4a	Faculty Chair Compensation Memorandum of Understanding (Addendum)
Appendix A-4b	Faculty Chair Job Description
Appendix A-5	Coordinator Compensation
Appendix B	Salary Schedule Regulations
Appendix C	Application for FSA Assignment Faculty Service Areas
Appendix D	Telecommuting
Appendix E	Part-Time Faculty Access to a Group Health Benefit: Memorandum of Understanding
Appendix F	Evaluation Forms Instructional Non-Instructional (Counselor) Non-Instructional (Librarian)
Table I	Whole Hours
Table II	Fractions of An Hour

1 **ARTICLE 1 AGREEMENT**

2 A. The Board of Trustees of the San Bernardino Community College District, of
3 San Bernardino County, State of California, hereinafter referred to as the
4 "District," and the San Bernardino Community College District Teachers
5 Association, CTA/NEA, hereinafter referred to as the "Association," agree
6 that the Articles contained in this Agreement constitute a bilateral and binding
7 agreement entered into pursuant to the Educational Employment Relations
8 Act (Government Code Section 3540 et seq.)

9 B. This Agreement shall remain in full force and effect upon ratification by both
10 parties until and including June 30, 2010.

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25 **ARTICLE 2 UNIT DESCRIPTION/RECOGNITION**

1 A. Pursuant to the certification of the Public Employment Relations Board, the
2 District recognizes the Association as the exclusive representative for the
3 following unit of employees. The unit represented by the Association shall
4 include all academic regular, contract, and hourly instructors, counselors,
5 librarians, college nurses, and all department heads.

6 B. The unit represented by the Association shall exclude all classified
7 employees while performing classified duties; administrators; management;
8 supervisory and confidential employees; presenters and facilitators of fee
9 based courses; lecturers, facilitators, independent contractors and their
10 employees, including but not limited to those engaged in among others, fire
11 science, police science, emergency medical services, respiratory care, all
12 substitutes and management interns performing management work as
13 defined by the EERA.

14 C. The District and Association agree that the composition of the bargaining
15 unit is appropriate and neither party will seek a clarification or amendment
16 of any kind, either as to the inclusions or exclusions, during the term of the
17 Agreement, except upon mutual agreement of both parties, or the District
18 establishes a new position.

19 If the two parties cannot come to mutual agreement regarding any
20 modification in the composition of the unit during the term of this agreement,
21 the Unit may appeal to the Public Employment Relations Board.

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24 **ARTICLE 3 ASSOCIATION RIGHTS**

- 1 A. The Association shall have the reasonable access to employee mailboxes
2 consistent with applicable law. The Association is responsible for the content
3 of all its materials sent in the District internal mail system. At least one copy
4 of Association materials to be placed in employee mailboxes shall be
5 provided to the Vice Chancellor of Human Resources (Contract
6 Administrator) by the Association.
- 7 B. The Association shall have the right to post notices of activities and matters
8 of Association concern using all available technologies, voicemail, email; web
9 pages and electronic bulletin boards. All such notices shall include the name
10 of the Association and date.
- 11 C. Authorized Association representatives conducting Association business
12 may meet with unit members on District property only during times when the
13 unit members are not required to perform assigned duties. Casual,
14 incidental and brief conversations between employees during times when
15 they are required to perform duties are not prohibited by this provision.
- 16 D. The District agrees to provide information to the Association upon written
17 request which is necessary and relevant to negotiations, grievance
18 processing and/or Association business related to enforcement of this
19 Agreement pursuant to this provision. The Association shall make all such
20 requests in writing to the Chancellor or his/her designee indicating the
21 specific information needed and the reasons for such information. The
22 Chancellor or his/her designee will respond with reasons why the information
23 will not be provided (e.g., confidential records, legal privilege and non-
24 availability) or to provide the requested information in a timely fashion. The

1 Association shall be given a copy of documents relating to collective
2 bargaining provided to the Board of Trustees at open Board meetings.

3 E. The Association shall have the reasonable use of College facilities at
4 reasonable times for the purpose of meetings concerning negotiations,
5 grievance processing and/or Association business related to activities
6 pursuant to its responsibilities under the EERA.

7 F. The Association shall have the reasonable use of District equipment for the
8 purpose of enforcement of this Agreement provided advance permission is
9 granted by a College President or designee and that all costs of materials
10 are promptly paid by the Association. Brief and incidental use of College
11 equipment shall be at no cost provided that there is no disruption of District
12 operations and all such brief and incidental use is reported immediately to
13 the responsibility center manager.

14 G. The District shall grant released time without loss of compensation to official
15 representatives of the Association for the purpose of processing grievances
16 filed pursuant to this Agreement. The District and the Association recognize
17 that grievance meetings will be scheduled at mutually convenient times and
18 places.

19 H. Released Time For The Association

20 1. The Association shall receive a maximum of one (1) FTE released
21 time per school year under this provision when meeting and
22 negotiating and for the processing of grievances. The 1.0 FTE can
23 be distributed among bargaining unit representatives as the unit sees
24 fit when meeting and negotiating and for the processing of
25 grievances.

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2. Released time under this provision shall not be used for any activity which is violative of this Agreement, for organizing any concerted activity against the District, for any political activities or for any purpose unrelated to the Association's obligation to meet and negotiate and for the processing of grievances.

3. Released time is defined as a unit member being relieved from his/her primary assignment, i.e. classroom instructor, counselor, coordinator, etc.

The Association shall identify the release time of its representatives as soon as possible in the Spring semester prior to their Association assignment but not later than commencement.

ARTICLE 4 DUES DEDUCTION AND ORGANIZATIONAL SECURITY

1 A. The District will deduct from the pay of Association members and pay to the
2 California Teachers Association the normal and regular monthly Association
3 membership dues (or agency fees) as voluntarily authorized in writing by the
4 employee on the appropriate form approved by the District subject to the
5 following conditions:

6 1. Such deduction shall be made only upon submission of the District-
7 approved form by the employee to the designated representative of
8 the District. Said form shall be duly completed and executed by the
9 employee and an authorized representative of the Association.

10 2. The District shall be obliged to put into effect any new, changed, or
11 discontinued deduction providing such request is submitted by the
12 10th of the month to the designated representative of the District and
13 said deduction shall commence with that month's pay period.

14 3. The part-time faculty deduction under this provision shall be in
15 five (5) equal installments for each semester.

16 Part-time faculty who request payroll deduction may enroll either in
17 August or January. Except as other addressed in the provisions of
18 this Article, those who enroll in August will have the payroll deduction
19 removed after the December hourly payroll; those who enroll in
20 January will have the deduction removed after the June hourly payroll.

21 The deduction (member fees) will be taken out in five equal
22 payments and must be divisible by five. The District will not be
23 responsible for one-time deductions. The District will make no
24 deductions for a part-time faculty member working less than a full
25 semester or employed for summer school only.

- 1 B. Upon appropriate written authorization from the employee, the District shall
2 deduct from the salary of the employee and make appropriate remittance for
3 annuities, credit union or charitable organization, and group insurance plans.
4 If permitted by the remittee company, credit union or charitable organization,
5 the employee may change such deduction at any time pursuant to the
6 following:
- 7 1. The District shall be obliged to put into effect any new, changed, or
8 discontinued deduction providing such request is submitted by the
9 10th of the month to the designated representative of the District and
10 said deduction shall commence with that month's pay period.
- 11 C. The Association shall completely indemnify and completely hold the District
12 harmless, including legal fees, from any claims, demands or lawsuits arising
13 out of or from the implementation of any provision of this Article.
- 14 D. The District will deduct membership dues from the pay of bargaining unit
15 members payable only to the Association. Deductions from the pay of
16 bargaining unit members shall not be permissible to any other employee
17 organization. For the purposes of this Article the term "employee
18 organization" shall mean the same as the definition of employee organization
19 under the Educational Employment Relations Act.
- 20 E. The Association agrees to furnish any information requested by the
21 District to implement any provision in this Article.
- 22 F. Any unit member who is a member or becomes a member of the Association
23 on or after ratification of this Agreement, and who voluntarily authorizes in
24 writing the deduction of membership dues pursuant to provision A in this
25 Article, shall remain a member of the Association for the duration of this

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Agreement unless such authorized deduction is revoked in writing to the District between June 1 and July 1 of any school year.

ARTICLE 5 CONSULTATION

A. Pursuant to the Educational Employment Relations Act, the Association has the right to consult on the definition of educational objectives, the

1 determination of the content of courses and curriculum, and the selection of
2 textbooks to the extent such matters are within the discretion of the District
3 under the law. The Association also may consult on proposed additions,
4 deletions or amendments in written Board Policies concerning the curriculum
5 or educational objectives of the District or working conditions of bargaining
6 unit employees.

7 B. Should the Association exercise its right to consult pursuant to paragraph A,
8 the Association shall notify the Chancellor or his/her designee in writing
9 about the matter to be consulted about and the identity of the Association
10 representatives who will participate in the consultation. The Chancellor or
11 his/her designee shall be available within fifteen (15) days to consult with the
12 Association.

13 C. The District will notify the Association four (4) weeks prior to any final Board
14 action on new Board Policies concerning major changes in the District's
15 curriculum or educational objectives.

16 A. Nothing in this Article shall be construed to limit the right of the District to
17 consult with any employees or other employee organizations on any matter
18 outside of the scope of representation.

19 E. Nothing in this Article shall be construed as any limitation on the rights of the
20 District to take any action on any matter outside of the scope of
21 representation.

22 **ARTICLE 6 ACADEMIC FREEDOM**

23 A. The District and the Association recognize that bargaining unit members
24 have a legal right to academic freedom in terms of the exercise of their
25 professional responsibilities in the classroom.* The legal right to academic

1 freedom allows bargaining unit members to express their professional
2 opinions in the classroom with regard to matters relevant to course content.

3 B. Bargaining unit members shall not utilize their positions to indoctrinate
4 students with their personal, political or religious views. Bargaining unit
5 members shall make every effort to offer differing points of view on
6 controversial subjects in the classroom. Bargaining unit members shall
7 promote an atmosphere in the classroom which is conducive to free and
8 open inquiry.

9 [*Classroom = Any District related learning environment.]

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21 **ARTICLE 7 NON-DISCRIMINATION**

22 A. The District and/or the Association shall not illegally discriminate against any
23 member of the bargaining unit on account of race, religious creed, color,
24 national origin, ancestry, disability, medical condition, marital status, sex
25 (including sexual harassment), sexual orientation, age, political affiliation,

1 domicile, or membership and/or participation in an employee organization as
2 defined by the EERA.

3 B. The District and/or the Association shall not legally impose or threaten to
4 impose reprisals on employees, to discriminate or threaten to discriminate
5 against employees, or otherwise to interfere with, restrain, or coerce
6 employees because of their exercise of rights guaranteed by the EERA.

7 C. Application forms and oral interview procedures shall not refer to
8 membership in or preferences for employee organizations.

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20 **ARTICLE 8 DISTRICT RIGHTS**

21 A. It is understood and agreed that the District retains all of its powers and
22 authority to direct, manage and control its operations to the full extent of the
23 law except as specified in other provisions of this Agreement.

24 B. Included in but not limited to those duties and powers are the exclusive right
25 to: Determine the times and hours of operation including instructional time,

1 determine the kinds and levels of services to be provided, and the methods
2 and means of providing them, establish its educational policies, goals and
3 objectives, insure the rights and educational opportunities of students,
4 determine staffing patterns, determine job descriptions, determine
5 classifications and reclassifications; determine the number and kinds of
6 personnel required, maintain the efficiency of District operations, review and
7 approve curriculum, build, move, or modify facilities, establish budget
8 procedures and determine budgetary allocation, determine the methods of
9 raising revenue, and contract out work to non-employees or employees
10 outside of the bargaining unit as long as such contracting out does not
11 require the layoff of permanent full-time bargaining unit members or the
12 violation of any other Article in this Agreement. The Board also retains the
13 right to hire, classify, evaluate, promote, lay off, terminate, and discipline
14 employees in accordance with applicable law. In addition, the Board retains
15 the right to determine the impacts and effects of any action taken under this
16 Article, or other provisions of this Agreement, except as specified in this
17 Agreement. This Article shall not be interpreted as a prohibition against the
18 Association to provide input on any such matter.

19 C. The exercise of these powers, rights, authority, duties, and responsibilities by
20 the Board, the adoption of policies, rules, regulations, and practices in
21 furtherance thereof, and the use of judgment and discretion in connection
22 therewith, shall be limited only by the specific and express terms of this
23 Agreement, and then only to the extent such specific and express terms are
24 in conformance with the laws of the State of California.

1 D. The District may suspend temporarily any provision in this Agreement in
2 case of emergency for the duration of an emergency only. An emergency
3 shall include national, state or local declared emergencies and natural
4 disasters such as earthquake, fire or flood.

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19 **ARTICLE 9 GRIEVANCE PROCEDURES**

20 A. Definitions

21 1. A "grievance" is an allegation by one or more unit members that there
22 has been a violation, misinterpretation or misapplication of the specific
23 provisions of the Agreement. Actions to challenge or change the
24 policies of the District as set forth in Board Policies or procedures

1 adopted by the Chancellor or his/her designee must be undertaken
2 under separate legal processes.

3 2. A "grievant" can be one or more member(s) of the bargaining unit, or
4 when the Executive Board of the Association deems it appropriate,
5 the Association itself.

6 3. "Day" means any day during which the District Office is open
7 excluding holidays, winter, spring, and summer recesses.

8 4. The "immediate supervisor" is the lowest level administrator having
9 immediate jurisdiction over the grievant.

10 B. Intent

11 It is the intent of the District and the Association to resolve all grievances as
12 expeditiously as possible, and at the lowest level possible. The parties to this
13 Agreement hereby agreed to dedicate themselves to bring all grievances to a
14 quick and satisfactory conclusion.

15 C. Scope

16 1. Actions to challenge or change the policies of the District as set forth
17 in Board Policies or procedures adopted by the Chancellor or
18 his or her designee must be undertaken under separate legal
19 processes.

20 2. No grievance shall be processed through the Grievance Procedure by
21 any grievant who pursues any other available legal remedy with an
22 agency or judicial body that accepts jurisdiction, unless agreed to by
23 the District. If such an agency or judicial body does not accept
24 jurisdiction, the time limit for filing a grievance begins on the date of
25 receipt of notification of rejected jurisdiction.

1 D. Informal Level

2 Before filing a formal written grievance, the grievant shall attempt to resolve
3 the grievance by an informal conference with the grievant's immediate
4 supervisor.

5 E. Formal Levels

6 1. Step 1

- 7 a. Within twenty (20) days after the occurrence of the act or
8 omission or within twenty (20) days after the grievant knew or
9 reasonably should have known of the act or omission giving
10 rise to the grievance, the grievant must present such grievance
11 in writing on the Grievance Report Form attached to this
12 Agreement and submit it to the immediate supervisor. Copies
13 of this report will be submitted also to the Area Vice President,
14 the President of the College, the Vice Chancellor of Human
15 Resources, the Association President and Grievant's
16 Representative (if any).
- 17 b. This statement shall state the grievance and indicate the
18 circumstances involved, the decision rendered at the informal
19 conference, above referenced in Article 9 subsection C and the
20 specific remedy sought.
- 21 c. After the grievance has been filed, within the above time limits,
22 a personal conference will be held if requested in writing by the
23 grievant or the immediate supervisor.
- 24 d. The immediate supervisor shall communicate a decision to
25 the employee in writing within ten (10) days after receiving

1 the grievance. If the immediate supervisor does not
2 respond within the time limits, the grievant may appeal to the
3 next step.

4 2. Step 2

5 a. In the event the grievant is not satisfied with the decision at
6 Step 1, the grievant may appeal the decision on the
7 appropriate form to the Area Vice President within ten (10)
8 days of the decision of the immediate supervisor.

9 b. The statement should include a copy of the original grievance,
10 the decision rendered, and an explanation of the reasons for
11 the appeal.

12 c. Either the grievant or the Area Vice President may request a
13 personal conference within the above time limits.

14 If either the grievant or the Area Vice President requests a
15 personal conference, there shall be a personal conference on
16 the grievance.

17 d. The Area Vice President shall communicate a decision in
18 writing to the grievant, including the reasons for the decision,
19 within ten (10) days after receiving the appeal. Copies of this
20 written decision will also be submitted to the supervisor
21 involved in the grievance, the President of the College, the
22 Vice Chancellor of Human Resources, the Association
23 President and Grievant's Representative (if any). If the Area
24 Vice President does not respond within the time limits, the
25 grievant may appeal to the next step.

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3. Step 3

- a. In the event the grievant is not satisfied with the decision at Step 2, the grievant may appeal the decision on the appropriate form to the President within ten (10) days of the decision of the Area Vice President
- b. The statement should include a copy of the original grievance, the decision rendered, and an explanation of the reasons for the appeal.
- c. Either the grievant or the President may request a personal conference within the above time limits.
If either the grievant or the President requests a personal conference, there shall be a personal conference on the grievance.
- d. The President shall communicate a decision in writing to the grievant, including the reasons for the decision, within ten (10) days after receiving the appeal. Copies of this written decision will also be submitted to the supervisor involved in the grievance, the Area Vice President of the College, the Vice Chancellor of Human Resources, the Association President and Grievant's Representative (if any). If the President does not respond within the time limits, the grievant may appeal to the next step.

4. Step 4

- a. In the event the grievant is not satisfied with the decision at Step 3, the grievant may appeal the decision on the

1 appropriate form to the Chancellor/Designee within ten (10)
2 days of the decision of the President.

3 b. The statement should include a copy of the original grievance,
4 the decision rendered, and an explanation of the reasons for
5 the appeal.

6 c. Either the grievant or the Chancellor/Designee may request a
7 personal conference within the above time limits. If either the
8 grievant or the Chancellor/Designee requests a personal
9 conference, there shall be a personal conference on the
10 grievance.

11 d. The Chancellor/Designee shall communicate a decision in
12 writing to the grievant, including the reasons for the decision
13 within ten (10) days after receiving the appeal. Copies of this
14 written decision will also be submitted to the supervisor
15 involved in the grievance, the Area Vice President of the
16 College, the President of the College, the Vice Chancellor of
17 Human Resources, the Association President and Grievant's
18 Representative (if any). If the Chancellor/Designee does not
19 respond within the time limits, the grievant may appeal to the
20 next step.

21 5. Step 5

22 a. In the event that the grievant is not satisfied with the decision
23 at Step 4, the Association may request to the
24 Chancellor/Designee that the grievance be submitted to a
25 neutral arbitrator. Such request must be in writing, filed within

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ten (10) days with the Chancellor/Designee, and be accompanied by a written statement from the Association agreeing to take the grievance to arbitration.

b. The Association shall immediately request a list of arbitrators from the American Arbitration Association containing only the names of neutrals who are members of the National Academy of Arbitrators who have issued at least five arbitration decisions since 1976. Within ten (10) days after receipt of said list of arbitrators, representatives of the District and the Association shall attempt to agree upon a mutually acceptable neutral arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association may file a Demand to Arbitrate with the American Arbitration Association. The selection of the arbitrator and the arbitration proceedings shall be conducted under the voluntary Labor Arbitration Rules of the American Arbitration Association.

c. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted, and to determine a settlement which will resolve the grievance.

d. The arbitrator shall be subject to the following limitations.
(1) The arbitrator shall have no power to add to, alter, subtract from, disregard, change, or modify any terms of this Agreement but shall determine only whether or

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not there has been a violation of this Agreement as alleged by the grievant.

(2) The arbitrator shall have no power to establish salary structures.

(3) The award of the arbitrator shall be based solely upon the evidence and arguments presented to him/her in the presence of the parties, and upon any post-hearing briefs of the parties.

(4) The arbitrator shall not consider any issue raised by the grievant or the District unless it was known by the grievant or the District in an earlier step of this Grievance Procedure.

(5) All fees and expenses of the arbitrator shall be shared equally by the District and the Association. All other costs, except for released time for the grievant(s) and faculty witnesses, will be borne by the party incurring them. If the District claims that a grievance should be dismissed because it falls outside the scope of the procedure, or the grievant did not properly follow the Grievance Procedure, such a claim shall, at the option of the District and upon reasonable notice be heard and promptly ruled upon by the arbitrator prior to any hearing on the merits of the grievance. Upon the request of either party, there shall be a suitable stay/continuance between such a ruling and any further

1 proceedings which may be necessary. The District
2 may forego the above preliminary motion procedure
3 and have such a claim heard and ruled upon at the
4 hearing prior to the receipt of evidence on the merits,
5 but the District shall notify the Association prior to any
6 hearing concerning any issue of arbitrability.

7 (6) The decision of the arbitrator shall be binding on the
8 grievant, the Association, and the District.

9 (7) The arbitrator shall have no power to render a
10 recommended settlement on a grievance filed before
11 the effective date of this Agreement or after the
12 termination of this Agreement.

13 F. Miscellaneous

14 1. No grievant shall use the Grievance Procedure to appeal any decision
15 of the District or its representative if such decision is pursuant to any
16 order of, or consent agreement with, any state or federal court,
17 regulatory commission or agency.

18 2. For purpose of efficiency, the District or the Association may
19 consolidate grievances involving similar issues.

20 3. If the grievant introduces new evidence at any Step in the Grievance
21 Procedure, the District may require that the grievance be returned to
22 the prior step.

23 4. Grievances shall be filed and processed on Grievance Report Forms
24 attached to this Agreement.

- 1 5. Time limits provided for at each level shall begin the day following the
2 occurrence of the act or omission, the receipt of the grievance or
3 appeal of written decision, etc. Time limits may be extended or
4 shortened only by mutual agreement in writing.
- 5 6. A grievant may be represented at all steps of the Grievance
6 Procedure by an Association-designated representative. At every
7 Step of the Grievance Procedure, both Informal and Formal Levels, it
8 is the responsibility of the District to notify any grievant who does not
9 have representation of his or her right to such representation.
- 10 7. The District shall not take reprisals against any member of the
11 bargaining unit because he or she filed a grievance or participated in
12 the processing of a grievance.
- 13 8. Any member of the bargaining unit may at any time present
14 grievances to the District and have such grievances adjusted without
15 the intervention of the exclusive representative, as long as the
16 adjustment is reached prior to arbitration and is not inconsistent with
17 the terms of the Agreement. The District shall not agree to a
18 resolution of the grievance until the Association has received a copy
19 of the grievance and the proposed resolution and has been given the
20 opportunity to file a response.
- 21 9. All grievance forms and any attachments thereto shall be filed in a
22 grievance file separate from the permanent personnel file. When it is
23 necessary for a representative designated by the Association to
24 investigate a grievance or attend a grievance meeting or hearing
25 during the day, he or she will, upon notice to the immediate supervisor

1 by the President of the Association, be released without loss of pay in
2 order to permit participating in the foregoing activities in compliance
3 with Article 3. Any unit member who is requested to appear in such
4 investigations, meetings, or hearings as a witness will be released
5 without loss of pay.

6 10. The Association either on its own behalf or in behalf of more than one
7 unit member, may initiate a grievance at Step 1 of Formal Level or the
8 appropriate level depending on who is being grieved.

9 11. In the event a grievance is filed at such a time that it cannot be
10 processed through all the Steps in the Grievance Procedure by the
11 end of the school year and, if left unresolved until the beginning of the
12 following school year, could result in harm to an aggrieved person, the
13 time limits set forth herein may be reduced at the request of the
14 grievant so that the Procedure may be exhausted prior to the end of
15 the school year or as soon as is practicable.

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17 **ARTICLE 10 WAGES**

18 A. Appendix A-1 Compensation Plan. The District and the Association agree to
19 incorporate this appendix into the successor agreement.

20 B. For 2007-08 The District shall increase Appendix A-1A, A-2A, by five and
21 one-half percent (5.5%) effective January 1, 2008 (Mid-Year).

22 C. The part-time faculty member's total compensation for the semester will be
23 calculated using the appropriate current pay schedule (See Appendix A-2)

24 then dividing the total payment due by five and making five (5) equal payments to
25 the instructor. (Note, If due to extenuating circumstances beyond the District's

1 control, the first payment of the semester must be delayed, it will be paid the
2 next pay period.)

3 D. Payroll Errors

4 1. Whenever it is determined that an error has been made in the wages
5 of an employee, the party identifying the error shall notify the other
6 party in writing as soon as possible. Following such notification, the
7 error shall be corrected within a reasonable period of time.

8 2. In the event of an underpayment to the employee, the District will
9 provide the employee with a statement of the correction and a
10 supplemental pay warrant within 30 days.

11 3. In the event of an overpayment to the employee, the employee will
12 be given a reasonable opportunity to meet with District
13 representatives to discuss the error. In the event that the District and
14 the employee do not mutually agree to a repayment schedule, the
15 District will deduct a portion of the employee's wages (not to exceed
16 10% of the monthly net salary) in subsequent months until the District
17 is fully reimbursed. An exception to the 10% deduction restriction
18 shall be made when the employee's employment in the District is in
19 the process of being or has been terminated.

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ARTICLE 11 HEALTH AND WELFARE BENEFITS

A. The District shall maintain the 2006-07 dollar cap of \$7,000 per full-time eligible bargaining unit member. In addition, the District shall provide a one-year augmentation for 2007-08 of up to \$1,700 per full-time eligible bargaining unit member. The cap and the augmentation amount shall be applied to the benefit premium selections of each eligible bargaining unit member. Individual benefit costs that exceed the total dollar value of the cap plus the augmentation shall be the responsibility of the unit member and shall be paid via payroll deduction. (Ten-Months). The District will provide a one-year augmentation (2005-2006) of up to \$2000.00 to the \$6,000.00 cap per eligible bargaining unit member. This would provide a District-paid

1 benefit of up to \$8,000.00 per bargaining unit member for the 2005-2006
2 fiscal year. There shall be no requirement for the District to procure the prior
3 consent of any unit member before deducting the balance of any premium in
4 excess of the above amount from any compensation due the unit member.

5 Upon receipt of notice by the District that the premiums are expected to
6 increase in an amount which may change, the District shall notify CTA of
7 such expected increase. Upon receipt of notice of the actual amount of any
8 increase, the District shall notify unit members of the amount of the actual
9 increase and the effective date of such increase.

10 B. The District and the Association agree to address the Association's goal of
11 providing benefits to part-time bargaining unit members as Objective #7 in
12 Appendix A-1.

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14 **ARTICLE 12 WORK CALENDAR**

15 A. The Academic Calendar for all members of the bargaining unit shall be
16 established by the District after consultation with the Association. Changes
17 in the established Academic Calendar may be made after consultation with
18 the Association. The Academic Calendar shall contain the numbers of
19 workdays set forth in this Agreement, and shall be consistent with this
20 Agreement. The Academic Calendar shall include Thanksgiving, and winter
21 recess.

22 Elimination of spring recess during the term of this contract, if spring recess
23 is recommended to be eliminated by the Academic Calendar Committee,
24 may only be done by written mutual consent of the District and the
25 Association.

1 Service days for members of the bargaining unit shall be scheduled on
2 weekdays immediately before or after instructional days.

3 B. The District shall establish an Academic Calendar Committee to prepare an
4 Academic Calendar. The Academic Calendar Committee shall allow for
5 representation by the Association. The Academic Calendar Committee shall
6 prepare an Academic Calendar consistent with this Agreement and submit
7 such Academic Calendar to the Chancellor for his/her consideration and later
8 ratification by the Board.

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13 **ARTICLE 13 WORKLOAD**

14 A. The work year for a regular ten-month employee shall contain 177 workdays
15 for any academic year and at least 170 days of scheduled classes for
16 students, two service days plus five days of flex activities for any academic
17 year. A change in number of service days to three, and flex days to four will
18 be implemented during the academic year of 2007-2008. The work year for
19 all regular ten-month full-time employees shall be the same except as
20 authorized by other provisions of this article. If the District determines within
21 its discretion to extend the work year for any employee beyond the number
22 of workdays for regular ten or eleven month full-time employees and the
23 employee agrees, the employee with the extended work year shall receive
24 per diem pay for each day the work year is extended beyond the number of
25 workdays of regular ten or eleven month full-time employees. The District

1 shall attempt to send a preliminary, tentative notice to employees about any
2 extended contract year by March 15 of the preceding school year. The
3 District shall attempt to finalize and communicate its determination for
4 extended work years for the following June, July, August and/or September
5 by March of that year. The per diem pay shall be determined by dividing the
6 specific step where the employee is currently placed on the Salary Schedule
7 (Appendix A-1) by 177. The work year for a regular eleven-month employee
8 shall contain 200 workdays; the work year for a regular twelve-month
9 employee shall contain 221 workdays for any academic year. Non-
10 instructional faculty shall have no flex activity obligations. The work schedule
11 detailing the workdays and work hours of all regular eleven month and twelve
12 month employees shall be established per mutual consent by May 1 for the
13 following work year (July 1 through June 30). In cases when mutual consent
14 cannot be reached, a mediation team will meet to make the final decision.
15 The mediation team will consist of (1&2) the faculty member and supervisor
16 in disagreement; (3) a CTA representative; and (4) the supervisor's
17 supervisor. This meeting shall be arranged, on a day and at a time
18 amenable to all, by the CTA Chapter President within ten working days of the
19 date the CTA Chapter President receives written notice of the disagreement.
20 Barring an emergency, if either the faculty member or the supervisor in
21 disagreement fails to attend this mediation meeting, mutual consent will be
22 considered reached in accordance with the desires of the other party in
23 attendance. The established work schedule of any eleven or twelve month
24 employee may not be changed except in cases of (1) mutual consent, (2)

1 documented college need, or (3) emergencies. Effective July 1, 2003, the
2 following definitions of eleven and twelve month employees shall apply.

3 a. The base year for all unit members in the following positions shall be
4 200 STRS creditable days.

5 Counselors

6 Librarians

7 Career Center Coordinator

8 Health Services Coordinator

9 Learning Center Coordinator

10 Transfer Center Coordinator

11 Learning Disability Specialist

12 Matriculation Coordinator, CHC

13 Star Program Coordinator

14 b. The base year for all unit members in the following positions shall be
15 221 STRS creditable days:

16 Academic Advancement, Lead Instructor, SBVC

17 Advanced Life Support Coordinator, EMS, CHC

18 Basic Life Support Coordinator, EMS, CHC

19 Child Development Grant Coordinator

20 Family Consumer Science/CDD/CD Grant Director, SBVC

21 Instructional Design/Assistive Technology Specialist

22 Learning Center Coordinator, CHC

23 Library Coordinator, CHC

24 Matriculation Coordinator, SBVC

25 Respiratory Care Program Director, CHC

1 B. As set forth in Tables I and II attached and incorporated into this
2 Agreement, a full-time employee is assigned 15 lecture hours per
3 week, or 21 lab hours per week, or 24 clinical hours per week, or 35
4 non-instructional hours per week, or 35 hours of other assigned
5 responsibilities per week, or any combination of assignments such
6 that the sum of full-time equivalencies equals 1.000000. Table I
7 references whole hours and Table II references fractions of an hour.
8 Both Tables are based on full semester length courses/service. The
9 District may assign some deviation between .950000 and 1.050000
10 without additional compensation, or calculate hours on a two-
11 semester basis rather than a one-semester basis to allow for some
12 flexibility in assignments. The term "lecture hours" shall mean
13 instructor-student contact hours in which the instructor normally gives
14 a lecture presentation which was previously prepared and students
15 are required to complete substantial work prior to or after such lecture
16 presentation. The term "lab hours" shall mean instructor-student
17 contact hours in which the instructor normally supervises student
18 activities in a laboratory environment, the activities are related to
19 lecture hours, the instructor frequently provides instruction and
20 students are responsible for learning all information from the
21 instruction and activities.

22 The term "clinic hours" shall mean activities where instructors or other
23 professionals normally only supervise students who are practicing specific
24 skills.

1 C. The total workweek for all full-time employees shall be 40 hours. Less than
2 full-time employees, with the exception of the hourly instructors, shall have a
3 workweek of 40 hours prorated on the basis of full-time equivalency. A part-
4 time employee, for example, assigned nine lecture hours per week (full-time
5 equivalency of 0.6000000) shall have a total workweek of 24 hours. No
6 overload hours, extra compensation work of any kind, or special contract
7 assignments shall be included within the forty hours.

8 D. All full-time employees assigned 15 lecture hours per week, or 21 lab hours
9 per week, or 24 clinic hours per week, or a combination involving lecture
10 hours/lab hours/clinic hours shall maintain at least three posted office hours
11 for students per week and two arranged office hours per week. Less than
12 full-time employees, with the exception of hourly instructors, shall maintain a
13 number of posted office hours for students per week pro-rated on the basis
14 of full-time. All employees must submit, upon request, reasonable
15 verification that they maintained the required number of office hours. Except
16 for peak registration periods, which shall be mutually agreed upon, the
17 counseling staff shall schedule five (5) hours of in-office preparation time per
18 week. The District and the Association recognize the professional nature of
19 the work performed by the employees, and agree that full-time employees
20 shall be available at the District facilities for a minimum of an additional five
21 (5) hours per week (pro-rated for less than full-time employees) to perform
22 required responsibilities. All full-time employees shall be available at District
23 facilities for requirements of their assignments five days per week, Monday
24 through Friday, except in cases of holidays, vacation or telecommuting.
25 Usual assignments for full-time employees shall be five days per week,

1 Monday through Friday, to fulfill requirements at District facilities.
2 Exceptions may be made in cases of (1) registration needs, (2) mutual
3 consent between an employee and the District, (3) documented needs to
4 assign an employee Saturday and/or Sunday work in order to complete
5 guaranteed workload, or (4) the assignment of on-line faculty responsibilities.

6 No overload hours, extra compensation work of any kind or special contract
7 assignments shall be included within the forty-hour workweek.

8 E. In the interest of environmental concerns, some of the hours of a bargaining
9 unit member's assignment may be met by telecommuting. Telecommuting,
10 for purposes of this provision, is a term which recognizes the ability of any
11 bargaining unit member to meet his/her professional obligations by working
12 at an off-site facility. Such schedules shall ensure that bargaining unit
13 members are available to meet the needs of students and the department.

14 It is understood that in the event student/teacher contact is required or
15 campus responsibilities such as committee meetings arise, full-time
16 employees shall report to District facilities to meet such responsibilities. (See
17 Appendix D).

18 F. All full-time employees not included in provision D such as counselors,
19 librarians, and nurses shall remain at District facilities for requirements of
20 their assignments for thirty-five hours per week.

21 G. The hours of employment for all employees shall include all student contact
22 responsibilities, posted office hours, arranged consultation hours, committee
23 assignments, accurate grade and attendance record keeping, preparation of
24 all required reports, attendance during service days, and other non-student
25 contact responsibilities as determined and assigned by the District. All full-

1 time or regular employees also shall attend commencement ceremonies
2 unless excused by the Chancellor or his/her designee.

3 H. The District shall apply the following provisions concerning minimum class
4 sizes to all lecture and lab classes with the exception of independent study,
5 research, coordinated instructional systems and classes by arrangement with
6 other entities.

7 1. The minimum enrollment shall be twenty (20) students.

8 2. In advanced or sequential classes that require prerequisite courses,
9 the minimum shall be (15) students.

10 3. In summer session classes the minimum enrollment shall be the
11 same as regular classes as set forth in 1 and 2 immediately above.

12 The District may make exceptions to the above provisions concerning
13 minimum class sizes in cases where instructors have other classes with
14 large numbers of students, in courses required for graduation, in courses
15 required in a major or in a career subject area, where the infrequency of a
16 course requires it to be given, where there is a limited classroom size, in
17 experimental programs, or in courses taught as overload without
18 compensation.

19 I. The District shall apply the following provisions concerning maximum class
20 sizes:

21 1. Student enrollment in any course by the end of the second week shall
22 not exceed the maximum established by any applicable law.

23 2. Student enrollment in any course by the end of the second week shall
24 not exceed the number of student spaces or work locations in the
25 room or facility to be utilized.

1 3. Student enrollment in any course by the end of the second week shall
2 not violate any applicable safety rule or regulation.

3 4. Student enrollment in any English Composition course (Preparation
4 for College Writing or Freshman Composition) by the end of the
5 second week shall not exceed twenty-five students except with the
6 agreement of the instructor. This specific maximum shall apply only
7 to English 015, 101, and 102 courses which require adherence to any
8 standards established by the University of California or weekly writing
9 assignments and minimum word counts as follows, whichever is the
10 greater:

11 English 015 Minimum 3,000 words

12 English 101 Minimum 6,000 words

13 English 102 Minimum 6,000 words

14 5. Student enrollment in non-introductory chemistry classes shall not
15 exceed twenty four (24). This maximum shall apply to chemistry
16 classes, such as Chemistry 102, 104, 150(H), and 151(H). Student
17 enrollment in advanced chemistry classes shall not exceed twenty
18 (20). This specific maximum shall apply only to advanced chemistry
19 classes, such as Chemistry 212(H), and 213(H).

20 J. No employee shall teach more than seven hours of overload per semester
21 unless there is prior written approval from the Chancellor. In assigning
22 overload, the District shall consider the seniority of full-time unit members
23 only. The Work Experience Workload shall be 125 students. Students in
24 excess of 125 students shall be treated as overload. The overload is to be

1 determined as follows: $[\text{number of students}-125]/125$. For example, assume
2 a workload of 150 students for one semester: $150-125/125=.2$ overload.

3 K. The District and the Association also recognize that the implementation of
4 "clinic hours" in some cases requires an expanded number of hours without
5 additional compensation and flexibility since an instructor may be able to
6 supervise a very small number of students at any one time.

7 L. Part-time faculty are employed on a semester-by-semester basis, at the
8 discretion of the District. Those part-time faculty, who have had satisfactory
9 performance in their previous evaluation, shall receive first consideration
10 over new part-time applicants for tentative assignments in courses previously
11 taught by that part-time faculty member at that college.

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ARTICLE 14 TRANSFER/REASSIGNMENT

- A. A "transfer" is a movement of a tenure track bargaining unit member from one college to another. A "reassignment" is a movement of a tenure track bargaining unit member from one division or department to another division or department within a college. A "division" or "department" is a multi-disciplinary grouping containing related academic disciplines as established by the District. A department may also consist of a single discipline. (During 92-93 there were seven (7) divisions at Valley College and seven (7) departments or divisions at Crafton Hills College.) Nothing in this Article shall be interpreted as a restriction on the right of the District to change its organizational structure(s). The District has the right to transfer or reassign bargaining unit members as long as any such transfer or reassignment does not violate the specific provisions of this Article.
- B. A transfer/reassignment may be initiated by a Bargaining Unit Member (voluntary) or by the District (Administrative).

VOLUNTARY TRANSFER/REASSIGNMENT

1 C. The District will consider all requests under this Article for voluntary
2 transfer/reassignment from current unit members who meet minimum
3 qualifications.

4 D. A voluntary transfer/reassignment shall be based upon the following
5 considerations:

6 - Required minimum qualifications as specified in any job posting
7 pursuant to state education law, regulation or Education Code Section
8 87369.

9 - Consultation with the College President and with the Department or
10 Division and its faculty.

11 - Recency of acquired knowledge and/or demonstrated competence
12 based on evaluations and/or recommendations in the subject field or
13 position.

14 - Additional job related qualifications as compared to other applicants.

15 - Seniority in the District.

16 - Ability to perform all required tasks of the specific vacancy as
17 specified by the job description.

18 - Ability to work with immediate supervisor(s) and any co-workers, and
19 ability to perform with assigned students.

20 Criteria shall not be applied in an arbitrary or capricious manner.

21 E. If requested by a unit member, a conference will be held between the
22 administrator who denied the request for voluntary transfer/reassignment and
23 the unit member to discuss the reason(s) for the denial of the voluntary
24 transfer/reassignment. At the request of the unit member, an Association

1 representative may attend the conference. The unit member may request
2 and shall receive written reasons for the denial following said meeting.

3 F. Any vacant position of 3/5 time or more shall be advertised in a posting made
4 available to tenure track unit members for two weeks. A vacancy is any
5 vacated, promotional or newly created position. Posting will contain a job
6 description and qualifications necessary to meet the requirements of the
7 position. The posting will include a closing date for submitting a request for
8 transfer/reassignment which shall be not less than two (2) weeks from the
9 date of posting. No assignment to fill the vacancy shall be made until after
10 the closing date. A District Committee which meets the requirements for a
11 screening committee for new hires shall review all qualified faculty requests
12 for voluntary transfer/reassignment.

13 The Committee constituted in accordance with the District Affirmative Action
14 Plan's guidelines for membership or screening committee for new hires shall
15 make a recommendation to the College President who will in turn make a
16 recommendation to the District Chancellor regarding which eligible applicant
17 to accept or in the alternative, to advertise externally. The decision of the
18 Chancellor shall be final.

19 G. The District shall, upon request by a unit member, notify the unit member
20 during summer recess of any posted academic bargaining unit openings
21 which may arise during the summer recess. The unit member's request
22 must be in writing and must include a mailing address for the summer. Said
23 notification shall be by regular United States Postal Service Mail. The
24 Association shall hold harmless the District from any non-delivery of said
25 notification by the Postal Service

1 **ADMINISTRATIVE TRANSFER/REASSIGNMENT**

2 H. An administrative transfer/reassignment is initiated by the District and shall
3 be based upon the considerations enumerated in subsection D of this Article.

4 I. A unit member may request a conference between the administrator who
5 determined the administrative transfer/reassignment and the unit member to
6 discuss the reason(s) for the administrative transfer/reassignment. At the
7 request of the unit member, an Association representative may attend the
8 conference. The unit member may request and will receive, within reason,
9 the transfer/reassignment following the Board Meeting. No administrative
10 transfer/reassignment shall be arbitrary or capricious. Absent an urgent
11 need for the immediate services of a unit member, any member who is
12 administratively transferred/reassigned shall be given ten (10) regular
13 scheduled workdays prior notice, except during the summer break when
14 such notice shall be thirty (30) days, and the Association also shall receive
15 notice.

16 J. Nothing in this Article shall restrict the right of the District to make an
17 administrative transfer/reassignment pursuant to provision D, or the right of
18 the District to hire any new employee once the provisions of this Article have
19 been met.

20 K. If the District determines to transfer a program from one college to another, it
21 will give ninety (90) days notice to affected unit members except if there is an
22 urgent need.

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ARTICLE 15 PERSONNEL FILES

- A. The permanent/official personnel file of each unit member shall be maintained at the Human Resources Office.
- B. Materials in the permanent/official personnel file of each unit member, which may serve as a basis for affecting the status of the unit member's employment, are to be made available for the inspection of the person involved. Such materials are not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination. Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District. Non-instructional personnel may be authorized to inspect such materials during their working hours when necessary and within reasonable limits upon request and approval by their immediate supervisor.
- C. Information of a derogatory nature, except for information listed in the three numbered phrases in the paragraph immediately above, shall not be entered

1 or filed unless and until the unit member is given notice and an opportunity to
2 review and comment thereon. For purposes of this Article, the notice
3 requirement shall be met with the inclusion of the following statement on any
4 document to be placed in a unit member's District personnel file: "A copy of
5 this document shall be placed in your District personnel file. You have a right
6 to enter, and have attached to this document your written response. You
7 have fifteen (15) regularly scheduled workdays from the day you were
8 presented this document to have your written response attached to the
9 document prior to its placement in your file. Your signature on this document
10 indicates that you received it on the date stated herein, and shall not signify
11 your agreement with the content of the document." After the effective date of
12 this Agreement, all such material shall contain a reference as to the date(s) it
13 was originally prepared and the name of the individual who determined that it
14 should be filed. Review of any derogatory information shall take place during
15 normal business hours, and the unit member shall be released from duty for
16 this purpose without salary reduction.

17 D. If a unit member disagrees with materials or the contents of materials placed
18 in the unit member's permanent/official file, the unit member may prepare a
19 written statement to be attached. Said written statement shall be filed within
20 fifteen (15) of the unit member's regularly scheduled workdays.

21 E. A unit member may obtain a copy of materials in his/her permanent/official
22 file, except for the information listed in the three numbered phrases in
23 paragraph B.

1 F. Upon written authorization of the unit member, an Association representative
2 may review the unit member's permanent/official personnel file or
3 accompany the unit member in a review.

4 G. Material in a permanent/official personnel file shall be considered as
5 confidential. Access shall be limited to those individuals authorized by the
6 District on a need-to-know basis.

7 H. Anonymous derogatory information will not be placed in an employee's
8 permanent/official personnel file.

9 **ARTICLE 16 EVALUATION PROCEDURE**

10 The District has the right to evaluate and assess the performance of each
11 bargaining unit member.

12 A. The District also has the sole responsibility to evaluate and assess the
13 performance of each bargaining unit member. Nothing in this Article shall
14 allow a violation of Sections of the Education Code covering the procedures
15 for evaluation of academic employees in public community college districts in
16 California.

17 B. There shall be a periodic review of the tools used to evaluate the bargaining
18 unit members' effectiveness. This review shall be conducted by a Working
19 Committee with membership to include five faculty members, four appointed
20 by the Presidents of the Academic Senates (two from each college), and one
21 unit member appointed by the President of the Association, plus three
22 administrators, one appointed by each of the college Presidents and the
23 Director of Distributed Education. The Director of Institutional Research may
24 be used as a resource for the Working Committee.

25 C. Formal Evaluation Procedure

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For Contract and Regular Employees

a. An initial conference between the evaluator and bargaining unit member shall occur before the formal evaluation procedure may begin and will include an explanation of the District evaluation procedure. The evaluator and the evaluatee shall cooperate in the scheduling of the initial conference. The evaluatee shall attend the initial conference.

For Temporary Employees

a. An initial conference between the evaluator or designee and bargaining unit member shall occur before the formal evaluation procedure may begin and will include an explanation of the District evaluation procedure. The evaluator or designee and the evaluatee shall cooperate in the scheduling of the initial conference. The evaluatee shall attend the initial conference.

1. The Formal Evaluation Procedure shall include the following basic components:
 - a. Student ratings of instructional bargaining unit members' effectiveness, and non-instructional when appropriate.
 - b. Classified staff ratings of unit members where the classified staff is supervised by the unit member.
 - c. Comprehensive written self-assessment by the bargaining unit member based on duties performed and related to the specific assignment of the bargaining unit member.
 - d. Written observations and assessments by the evaluator.
 - e. Course syllabus

- 1 2. The formal Evaluation Procedure shall include a peer review process.
- 2 a. Qualified peers are members of the academic staff who are
- 3 knowledgeable about the subject area and course content
- 4 taught by the employee undergoing evaluation and
- 5 experienced in comparable types of teaching situations. In the
- 6 case of counselors and librarians, and other non-instructional
- 7 faculty, qualified peers are members of the counseling staff or
- 8 other faculty familiar through training or experience with the
- 9 assignment of the employee undergoing evaluation. [The non-
- 10 instructional faculty evaluation process is addressed in section
- 11 C. 5. The process for evaluating on-line instruction is
- 12 addressed in section C. 6.]
- 13 b. For contract and regular employees, two qualified peers shall
- 14 participate in the employee's evaluation. The two shall consist
- 15 of one peer to be selected by the Academic Senate and one
- 16 peer to be selected by the employee being evaluated.
- 17 c. For temporary employees, only one peer shall participate in
- 18 the employee's evaluation. The peer shall be selected by the
- 19 Division Dean or appropriate Department Head.
- 20 d. Peers are responsible for review of the employee on the items
- 21 specified in 4 a-e below.
- 22 e. Peers shall base their review of the employee on observations
- 23 of the employee in his/her relationships and communications
- 24 with students, peers and other members of the college
- 25 community and one of the following:

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1. Direct observation of the employee during performance of his/her assigned duties in the classroom or on-line;
 2. Interview with the employee regarding his/her performance on the items indicated in section 4 a-e below;
- f. Each of the two peers shall submit in writing a statement of opinion regarding the employee's performance on the items of evaluation. A unit member, other than Department Heads, shall not be required to participate in more than two peer reviews per year unless the unit member so agrees. A unit member, other than a Department Head, shall not be required to serve as a peer reviewer during any semester when he/she is being evaluated unless the unit member so agrees.
3. The Formal Evaluation Procedure may not include Standardized or District-developed achievement or aptitude test results.
 4. The basic terms upon which the formal evaluation is based may include:
 - a. Expertise in subject matter. The bargaining unit member shall:
 - Demonstrate satisfactory knowledge of the subject(s) in which he/she works.
 - b. Techniques of instruction. The bargaining unit member shall:
 - Use means of presenting subject content, e.g., lecture, discussion, demonstration or programmed systems, which effectively facilitate learning:

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- Provide variety in the types of teaching techniques used as appropriate:

- Employ fair and reasonable examinations, i.e., consistent with the objectives of the course and with the principal content of the course.

c. Effectiveness of communication. The bargaining unit member shall:

- Communicate clearly to the students the objectives of the course by use of a syllabus that also identifies resources available to students that are related to the course and identifies how the course grade is to be determined.

- Explain clearly either orally, or by illustration, demonstration or example, the concepts which comprise the course material;

- Express one's self clearly when engaged in dialogue with his/her students;

- Demonstrate an attitude towards students and colleagues which is conducive to communication.

d. Acceptance of responsibility. The bargaining unit member shall demonstrate his/her acceptance of responsibility by means other than instruction. This may be demonstrated by any of the following items, but not necessarily limited to these items.

- 1 - Participation in committee work of the District, and/or
- 2 college;
- 3 - Participation in other academic work, e.g., department,
- 4 division, and faculty meetings;
- 5 - Adhering to the policies and regulations of the College
- 6 and/or the District.
- 7 e. Performance in areas of responsibility other than in the
- 8 classroom, if applicable. The bargaining unit member shall:
- 9 - Function effectively in positions of additional
- 10 responsibility, e.g., as department head, coach or
- 11 program coordinator, etc.
- 12 5. Non-instructional bargaining unit members, such as counselors,
- 13 librarians, etc. shall be evaluated by applicable portions of the
- 14 components, items and procedures listed below:
- 15 a. Expertise in program area. The bargaining unit member shall:
- 16 - Demonstrate satisfactory knowledge of the programs
- 17 in which he/she works.
- 18 b. Techniques of instruction where appropriate for program area.
- 19 The bargaining unit member shall:
- 20 - Use means of presenting subject content, e.g., lecture,
- 21 discussion, demonstration or workshops which
- 22 effectively facilitate learning;
- 23 - Employ fair and reasonable assessments,
- 24 consistent with the objectives and the principal
- 25 content of the workshop or course.

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c. Effectiveness of communication. The bargaining unit member shall:

- Demonstrate ability to communicate clearly the purpose, mission and scope of the program area;
- Clearly explain the department or program procedures to be followed;
- Express one's self clearly when engaged in dialogue with students, staff or faculty;
- Demonstrate an approachable and clear communication style toward students, staff and colleagues.

d. Acceptance of responsibility. The bargaining unit member shall demonstrate his/her acceptance of responsibility. This may be demonstrated by any of the following items, but not necessarily limited to these items.

- Participation in committee work of the District, and/or college;
- Participation in other academic work, e.g., department, division, and faculty meetings;
- Adhering to the policies and regulations of the College and/or the District.
- Functioning effectively in positions of additional responsibility, e.g., as department head, coach or program coordinator, etc.

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6. Teaching faculty assigned on-line instruction shall be evaluated by applicable portions of the components, item and procedures listed below.

a. Expertise in subject matter. The bargaining unit member shall:

- Demonstrate satisfactory knowledge of the subject(s) in which he/she works.

b. Techniques of instruction. The bargaining unit member shall:

- Use means of presenting subject content on-line which effectively facilitate learning;
- Provide variety in the types of on-line assignments used as appropriate;
- Employ fair and reasonable examinations, i.e., consistent with the objectives of the course and with the principal content of the course.

c. Effectiveness of communication. The bargaining unit member shall:

- Communicate clearly to the students the objectives of the course by use of an on-line introduction and syllabus that also identifies resources available to students that are related to the course and identifies how the course grade is to be determined;
- Explain clearly the concepts which comprise the course material;

- 1 - Express him/herself clearly when engaged in email
2 communication or dialogue with his/her students;
- 3 - Demonstrate prompt on-line communication with
4 students.
- 5 d. Acceptance of responsibility. The bargaining unit member
6 shall demonstrate his/her acceptance of responsibility by
7 means other than instruction. This may be demonstrated by
8 any of the following items, but not necessarily limited to these
9 items.
- 10 - Participation in committee work of the District, and/or
11 college;
- 12 - Participation in other academic work, e.g., department,
13 division, and faculty meetings;
- 14 - Adhering to the policies and regulations of the College
15 and/or the District.
- 16 e. Performance in areas of responsibility other than in the
17 classroom, if applicable. The bargaining unit member shall:
- 18 - Function effectively in positions of additional
19 responsibility, e.g., as department head, coach or
20 program coordinator, etc.
- 21 7. Contract employees shall be evaluated at least once in each
22 academic year. Regular employees shall be evaluated at least once
23 in every three academic years. Temporary employees shall be
24 evaluated within the first year of employment. Thereafter, evaluation
25 shall be at least once every six regular semesters.

- 1 8. Formal evaluations during the summer session must meet all the
2 requirements of provision C of this Article, "Formal Evaluation
3 Procedures," and shall be mutually agreed upon by the evaluator and
4 evaluatee.
- 5 9. The formal evaluation summary and all related support documents
6 shall be provided to the bargaining unit member no later than
7 December 15 for any formal evaluation during the fall semester and
8 no later than May 15 for any formal evaluation during the spring
9 semester. Before the formal evaluation summary is completed, the
10 bargaining unit member shall be given an opportunity to discuss the
11 evaluation procedure and the possible result or results of the formal
12 evaluation summary with the evaluator. The formal evaluation
13 summary shall be dated, and signed by the evaluator. The evaluatee
14 shall sign and date the formal evaluation summary when it is
15 received. Such signature, by itself, shall not be interpreted as
16 agreement with the contents or findings of the formal evaluation
17 summary.
- 18 10. In the event of any dispute regarding any of the contents or findings of
19 the formal evaluation summary, the bargaining unit member may
20 prepare a written response within thirty (30) calendar days of receipt
21 of the formal evaluation summary. The written response shall be
22 attached to the formal evaluation summary in the personnel file. The
23 content of the evaluation shall not be grievable.
- 24 11. If the formal evaluation summary cites specific deficiencies, the
25 evaluator shall schedule a meeting with the evaluatee to discuss

1 appropriate steps for improvement. The evaluator shall give specific
2 written recommendations for improvement. If the subsequent formal
3 evaluation summary indicates that the deficiencies have been
4 corrected, a written statement of such improvement shall be prepared
5 and signed by the evaluator and attached to the earlier formal
6 evaluation summary.

7 D. The District has the responsibility to prepare and utilize evaluation forms and
8 other forms relating to the evaluation and assessment of the job performance
9 of each bargaining unit member as recommended by the Working
10 Committee. Before the District utilizes any printed or standardized
11 evaluation form, the Association shall be given an opportunity to review and
12 consult on the forms.

13 E. The District may conduct additional observations or assessments to augment
14 and be included in the Formal Evaluation Procedure.

15 F. Tenure Evaluation and Review Procedures for Tenure Candidates Only.

16 1. In the San Bernardino Community College District, contract faculty
17 members will be recommended for tenure only during their fourth year
18 of service. A standing Tenure Review Committee shall be established
19 at the beginning of each Fall semester.

20 2. During the first three years of a contract faculty member's service, if
21 any of the required yearly evaluations is less than fully satisfactory,
22 that evaluation shall be turned over to the Tenure Review Committee.

23 (If no Tenure Review Committee has been convened that year, one
24 will be formed for this purpose, according to the procedure described
25 in 4 and 5 below.) The Tenure Review Committee will examine the

1 evaluation, confer with the affected faculty member, and develop with
2 that faculty member a plan for remediation. If the Tenure Review
3 Committee has any doubt about a faculty member's overall
4 performance after the conclusion of a remediation plan and/or the first
5 three years of contract service evaluations, the Tenure Review
6 Committee shall recommend:

7 (a) a final remediation plan to be monitored and evaluated prior to
8 the completion of the fall semester of the contract faculty member's
9 fourth year of service; or

10 (b) that the faculty member in question be dismissed at the
11 conclusion of the fourth year of service.

12 3. All contract faculty members will be evaluated during the fall semester
13 of the fourth year of service.

14 4. During the academic years when one or more contract faculty
15 members will be completing the fourth year of service and therefore
16 will be recommended or not recommended for tenure, the President
17 of each tenure-eligible faculty member's college shall appoint a
18 Tenure Review Coordinator, who shall be a tenured faculty member
19 and who shall chair the Tenure Review Committee of that college.
20 The College President shall also appoint one administrator to serve
21 on this Committee.

22 5. The President of the Academic Senate and the college representative
23 of the Association's Collective Bargaining Unit shall each appoint one
24 tenured faculty member to serve on the Tenure Review Committee at

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their college. Thus each college's Tenure Review Committee will consist of four members.

6. The Tenure Review Committee shall meet in January to review the four evaluations of each faculty member being considered for tenure.

7. If all four evaluations of a faculty member are fully satisfactory, the Tenure Review Committee shall recommend that individual to the President for tenure.

8. At the conclusion of this evaluation, the Tenure Review Committee shall meet and decide on a recommendation to the College President of tenure or dismissal for the faculty member in question.

9. All recommendations regarding fourth-year faculty members shall be submitted to the College President by February 15.

10. If the College President disagrees with a recommendation of the Tenure Review Committee, the College President and the Committee shall meet with the District Chancellor to present their differing points of view. The Chancellor shall have final authority to make a recommendation to the Board of Trustees.

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ARTICLE 17 PUBLIC CHARGES

- A. This article shall apply only to written complaints against a unit member by students, parents/guardians of students or members of the public. Prior to any such written complaints, a complainant should be encouraged to present an informal complaint with the unit member directly in an effort to reach a mutual agreement on the matter.
- B. This complaint procedure shall not be used if the District provides another procedure for the specific type of complaint being filed, such as sexual harassment complaints.
- C. Upon notice to the District by any agency or state organization of a complaint against a unit member, or an investigation initiated as a result of a complaint against a unit member, the District shall immediately notify the Association and the unit member unless such notice is specifically prohibited by law.
- D. If the parties do not reach a mutually agreeable resolution, the complainant may submit a written complaint following the procedures set forth in Section F and G of this article.

Complaint Procedures

The District and the Association agree that prompt complaints facilitate an appropriate and satisfactory resolution. No discipline, dismissal, placement of material in the unit member’s file or other adverse action shall be predicated upon complaints, information or material of a derogatory or critical

1 nature which has been received by the District from pupils, parents, District
2 employees, public agencies, and/or the public unless these procedures have
3 been followed:

4 1. Each written complaint must be filed immediately but no later than ten
5 (10) working days after the date of the incident that resulted in the complaint.

6 Written complaints pursuant to this Article shall be submitted to the
7 immediate supervisor, who is the manager, of the unit member. Such
8 complaints shall be submitted in writing. The written complaint shall set forth
9 in detail all of the facts upon which the complaint is based, including but not
10 limited to names, dates and other specific details, shall be signed and dated
11 by the complainant, and shall state the requested remedy.

12 2. A copy of the written complaint shall be forwarded to the unit member
13 not more than five (5) working days following its receipt by the immediate
14 supervisor. No action shall be taken by the District on an oral and/or
15 anonymous complaint.

16 3. The unit member shall have the right to attempt resolution of the
17 complaint at this point without further involvement of the administration. The
18 unit member shall schedule a meeting with complainant to do so within five
19 (5) working days of receipt of the complaint and the meeting will take place
20 within a reasonable amount of time following. A written summary of the
21 meeting will be developed by those present which includes the resolution,
22 roles and responsibilities of those implementing the resolution, and a timeline
23 for implementation.

24 4. Should the unit member believe the allegations in the complaint
25 warrant a meeting or because of the lack of a mutually agreeable resolution,

1 s/he shall request that the immediate supervisor attempt to schedule a
2 meeting between the unit member and the complainant to be facilitated by
3 the immediate supervisor. Such meeting shall be scheduled by mutual
4 consent within a reasonable amount of time.

5 5. If a complaint is filed by a parent, the unit member may request that
6 the student of the parent/guardian who filed the complaint be present during
7 part or all of this meeting.

8 If the complainant refuses to attend the meeting, the complaint shall neither
9 be placed in the personnel file nor shall it be utilized in any evaluation,
10 assignment, or disciplinary or dismissal action against the unit member.

11 6. Should there be no resolution as a result of Step 3 above, the
12 immediate supervisor shall request that the member of the public meet with
13 her/him to discuss the complaint. If a parent files a complaint, on behalf of
14 the minor student, the supervisor may request that the student of the
15 parent/guardian who filed the complaint be present during part or all of this
16 meeting. If the complainant does not attend the conference and there is no
17 evidence to substantiate the complaint other than the oral testimony of the
18 complainant, or minor student, no record of the complaint shall be placed in
19 the personnel file and the matter shall be considered closed.

20 7. The immediate supervisor shall meet to discuss the complaint with the
21 unit member. After the immediate supervisor has reviewed the complaint
22 and has met with the unit member, s/he may request that the complainant
23 meet with him or her, with or without the unit member, to attempt to resolve
24 the complaint. Such meeting shall be held within the next five (5) working
25 days.

1 8. After following the procedures set forth in this Step 7 above, and
2 within 3 (three) working days following said meeting, the immediate
3 supervisor shall forward to the complainant and the unit member a
4 recommended resolution in writing.

5 9. Within five (5) working days after receiving the recommended
6 resolution, if either the complainant or the unit member is not satisfied with
7 the resolution, s/he shall notify the immediate supervisor who shall forward
8 the complaint, along with the investigation and attempts at resolution shall be
9 forwarded to the President of the College. The President of the College, or
10 her/his designee, shall meet with the complainant and the unit member in an
11 attempt to reach a resolution. The unit member shall have the right to
12 representation of her/his choice at this meeting. If the complainant does not
13 attend the meeting, or if a resolution is not reached, the President of the
14 College shall forward to the complainant and the unit member a
15 recommended resolution in writing.

16 10. Within five (5) working days after receipt of the written resolution, if
17 either the complainant or the unit member is not satisfied with the resolution,
18 s/he shall notify the President of the College, who shall forward the
19 complaint, along with the investigation and attempts at resolution shall be
20 forwarded to the District, Office of the Chancellor.

21 11. The Chancellor's designee may meet with the complainant and/or the
22 unit member. Such meeting shall be held not more than five (5) working
23 days following receipt of the appeal. The unit member shall have the right to
24 representation of her/his choice at this meeting. The Chancellor or his/her

1 designee shall issue a decision regarding the complaint, a copy of which
2 shall be provided to both the complainant and the unit member.

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4 F. Complaint to the Governing Board

5 1. If the complainant is not satisfied with the response of the
6 Chancellor's designee, the complainant may file the complaint with the
7 Governing Board. A complaint filed with the Governing Board shall be filed
8 no later than ten (10) working days after the date the Chancellor's designee
9 forwarded notice of the decision regarding the complaint. The complainant
10 shall submit to the Governing Board a written notice of the basis upon which
11 the complainant desires to appeal the decision of the Chancellor. The
12 complaint to the Governing Board shall be filed with the Chancellor who shall
13 forward the complaint to the Governing Board.

14 2. The Governing Board retains sole discretion to decide whether or not
15 to hold a meeting regarding the complaint. If the Governing Board decides to
16 hold a meeting regarding the complaint, such meeting shall be held within
17 forty-five (45) calendar days after the complaint is filed with the Governing
18 Board. The Governing Board may extend the above period if appropriate or
19 necessary.

20 3. The Chancellor or designee shall provide the complainant and the unit
21 member with notice of no less than five (5) calendar days of the time, date,
22 and place of any meeting of the Governing Board regarding the complaint.
23 The Governing Board shall request that the complainant and unit member
24 attend the meeting. The unit member shall have the right to representation
25 of her/his choice at this meeting.

1 4. The meeting shall be held in closed session unless the unit member
2 requests in writing at least five (5) days prior to the date of the meeting that it
3 be held in a public session. The complainant and the unit member shall both
4 have an opportunity to attend and to speak at the meeting. The complainant
5 shall have the opportunity to speak first. The Governing Board may question
6 the complainant and the unit member. The Governing Board also may
7 request other persons to attend and speak during this meeting.

8 5. The Governing Board shall prepare a written response to the
9 complainant. The written response shall be forwarded to the complainant
10 and the unit member within fifteen (15) calendar days after the conclusion of
11 the meeting before the Governing Board. The Governing Board may extend
12 the above period if appropriate or necessary. The decision of the Governing
13 Board shall be final and binding.

14 G. Oral or anonymous complaints shall not be processed through this
15 procedure.

16 H. Should the Association and/or a unit member become aware that a public
17 charge investigation has been initiated without notice to the unit member in
18 accordance with these procedures, the Association shall immediately notify
19 the Office of the Vice Chancellor of Human Resources that such
20 investigation is not in accordance with these procedures and the
21 investigation shall cease immediately unless otherwise specifically prohibited
22 by law.

23 No reference to complaints, which are determined by the District to be
24 without merit, shall be placed in the unit member's personnel file or utilized in
25 any evaluation or disciplinary action against the unit member.

1 This Article is subject to the grievance procedure only to the extent that it is
2 alleged that the District herein has violated the procedures.

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4 **ARTICLE 18 LEAVES OF ABSENCE**

5 A. Nothing in this Article shall allow a violation of Sections of the Education
6 Code covering leaves for academic employees in public community college
7 districts in California. The District within its discretion may grant additional
8 leaves with or without pay (e.g., acute bereavement); the District and the
9 Association agree that the granting of any additional leave shall not establish
10 a practice in the District.

11 B. Unless otherwise prohibited by applicable law or another provision of this
12 Agreement, a bargaining unit member on an authorized paid leave of
13 absence shall continue to receive regular salary and health and welfare
14 benefits. Unless otherwise prohibited by applicable law or another provision
15 of this Agreement, a bargaining unit member on an authorized short-term
16 unpaid leave of absence for fifteen (15) days or less shall continue to receive
17 regular health and welfare benefits. Unless otherwise prohibited by
18 applicable law or another provision of this Agreement, a bargaining unit
19 member on an authorized long-term unpaid leave of absence for more than
20 fifteen (15) days shall continue to receive regular health and welfare benefits
21 only if the member transmits to the District on a regular basis the full monthly
22 cost to the District of such benefits. Failure to provide regular and prompt
23 payment to the District shall result in loss of coverage.

24 C. A bargaining unit member returning from any type of paid leave shall be
25 entitled to return to a similar assignment held prior to the leave. A unit

1 member returning from any type of unpaid leave shall be entitled to return to
2 a comparable assignment held prior to the leave unless no comparable
3 position is available because of the assignment of a regular or contract unit
4 member.

5 D. The District shall provide an account of the number of days of illness/injury
6 leave accumulated, plus the number of days entitled for the current school
7 year. An accounting of such days should be provided by November 1 of
8 each school year for each full-time or part-time bargaining unit member. The
9 District also shall provide such information to hourly employees upon written
10 request.

11 E. All verification of leaves may be initially accomplished by the immediate
12 supervisor but only the Chancellor or designee has the authority of the
13 District to approve verification of leaves or make final decisions on leaves.
14 The District may prepare and distribute leave forms as long as those forms
15 do not violate the provisions of this Article. The District may adopt
16 verification procedures to implement the provisions of this Article as long as
17 those verification procedures do not violate the provisions of this Article.

18 F. Members of the "immediate family," as used in this Article, shall be restricted
19 to the mother, father, grandmother, grandfather, or a grandchild of the
20 employee or the spouse of the employee, son, son-in-law, daughter,
21 daughter-in-law, father-in-law, mother-in-law, any step relationship, brother,
22 sister of the employee, or any other individual whose legal residence is in the
23 immediate household of the employee.

24 G. 1. Sick Leave (Education Code Section 87781)

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- a. Every academic employee employed five (5) days a week by the District shall be entitled to ten (10) days' leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a school year of service. Academic employees employed for more than ten (10) months per year shall be entitled to additional days' leave of absence for illness or injury up to a maximum of two (2) in one quarter (.25) increments dependent on the length of their contract (e.g., 10 3/4 month contract = 10.75 sick leave days). An academic employee employed for less than five (5) school days a week shall be entitled, for a school year of service, to that proportion of ten (10) days' leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5); pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the school year. If such employee does not take the full amount of leave allowed in any school year under this provision, the amount not taken shall be accumulated from year to year.

- b. The provision of extended illness leave relating to compensation shall not apply to the first ten (10) days of absence on account of illness or accident of any such

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employee employed five (5) days a week or to the proportion of ten (10) days of absence to which such employee employed less than five (5) days a week is entitled hereunder on account of illness or accident or to such additional days granted by the governing board. Any employee shall have the right to utilize sick leave provided for in this provision and the benefit provided by the provision of extended illness leave for absences necessitated by pregnancy, miscarriage, childbirth, and recovery there from.

c. Verification:

(1) The District may require that the employee provide written verification by a physician of the employee's incapacity if the employee has been on sick leave for five (5) or more consecutive days. The District shall require different written verification for an employee who has membership in a religious body whose traditional teachings include objections to the use of medical doctors.

(2) The Chancellor or designee may require appropriate verification (e.g. an affidavit) of the employee's incapacity for less than five (5) days if he/she has reasonable grounds to believe that verification is appropriate under the circumstances.

2. Extended Sick Leave (Education Code Section 87780)

1 If a bargaining unit member is absent from duties on account of illness
2 or accident for a period of five (5) school months or less, whether or
3 not the absence arises out of or in the course of the employment of
4 the employee, the amount deducted from the salary due him after the
5 exhaustion of accumulated sick leave under provision G 1 for any
6 month in which the absence occurs shall not exceed the sum which is
7 actually paid a temporary employee employed to fill his/her position
8 during his/her absence or, if no temporary employee was employed,
9 the amount which would have been paid to the temporary employee
10 had he/she been employed. The District acknowledges that under
11 current Education Code Section 87780 it shall make every reasonable
12 effort to secure the services of a temporary employee while a regular
13 employee is on leave under this provision.

14 3. Pregnancy Leave (Education Code Section 87766)

15 a. A unit member may use sick leave provided for in this Article
16 for absences necessitated by pregnancy, miscarriage,
17 childbirth, and recovery there from. The length of the leave of
18 absence, including the date on which the leave shall
19 commence and the date on which the employee shall resume
20 duties, shall be determined by the employee and the
21 employee's physician.

22 b. Disabilities caused or contributed to by pregnancy,
23 miscarriage, childbirth, and recovery there from are, for all job-
24 related purposes, temporary disabilities, and shall be treated

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as such under any health or temporary disability insurance or sick leave.

c. This provision shall be construed as requiring the District to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for illness, injury or disability.

4. Industrial Accident and Illness Leave (Education Code Section 87787)
The District specifically limits its liability to the minimum requirements mandated by Education Code Section 87787.

- a. An employee shall be allowed leave for not less than sixty (60) working days. Such leave shall not exceed sixty (60) working days in any one fiscal year for the same accident.
- b. Allowable leave shall not be accumulative from year to year.
- c. Industrial accident or illness leave will commence on first day of absence.
- d. Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation Laws of this State, exceed the normal wages for the day.
- e. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.
- f. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the

1 employee shall be entitled to only that amount remaining at the
2 end of the fiscal year in which the injury or illness occurred, for
3 the same illness or injury.

4 g. When entitlement to industrial accident or illness leave has
5 been exhausted, entitlement to other statutory sick leave will
6 then be used; but if an employee is receiving workers'
7 compensation, he/she shall be entitled to use only so much of
8 his/her accumulated or available sick leave, accumulated
9 compensating time, vacation or other available leave which,
10 when added to the workers' compensation award, provide for a
11 full-day's wage or salary.

12 h. Any employee receiving benefits as a result of this section,
13 shall, during periods of injury or illness, remain within the State
14 of California unless the District authorizes travel outside the
15 State.

16 5. Personal Necessity Leave (Education Code Sections 87781.5 and
17 87784)

18 a. A bargaining unit employee may use no more than six (6) days
19 of accumulated sick leave per school year in case of
20 compelling personal importance or necessity.

21 b. For purposes of this provision, "compelling personal
22 importance or necessity" is defined as:

23 - Serious illness of a member of the employee's
24 immediate family;

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- Death of a member of the employee's immediate family (if additional leave is required beyond Bereavement Leave);
 - Accident involving the employee's person or property, or the person or property of a member of the employee's immediate family;
 - An emergency requiring prompt response, which response cannot reasonably be made by anyone other than the employee and cannot be made at any time other than during the employee's working hours;
 - When a unit member is required to appear as a witness in court, other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee, a leave without loss of salary shall be granted. The unit member will be paid the amount of the difference between the member's regular earnings and any amount(s) he/she receives as witness fees. The leave request form shall be submitted with a copy of the subpoena attached;
 - Recognized religious holidays of a religious body in which the unit member regularly practices or has membership.
- c. For purposes of this provision "compelling personal importance or necessity" shall not include:

- 1 - Recreation of any kind
 - 2 - Engaging in other employment of any kind, including
 - 3 direct or indirect self-employment
 - 4 - Social events
 - 5 - Vacation
 - 6 - Any concerted refusal to work
 - 7 - Pursuit of other business, financial or economic
 - 8 interests of the employee
 - 9 - Any illegal activity
- 10 d. Except in the case of an emergency, advance permission for
- 11 leave taken pursuant hereto must be obtained from the
- 12 Chancellor or designee, who shall have sole discretion to
- 13 determine whether the request for leave qualifies hereunder. If
- 14 possible, advance notice of taking leave for an emergency
- 15 shall be given by the employee to the District Chancellor or
- 16 designee.
- 17 e. A unit member may use not more than two (2) of the six (6)
- 18 days of personal necessity leave under this provision for
- 19 "personal business" which can be transacted only during the
- 20 employee's working hours and reasonably cannot be
- 21 transacted by anyone other than the employee. For purposes
- 22 of this provision "personal business" shall not include any
- 23 matter listed in paragraph c immediately above except for
- 24 "pursuit of other business, financial or economic interests of
- 25 the employee." The unit member seeking to use personal

1 necessity leave under this provision for "personal business"
2 must file a written statement with the Chancellor or designee,
3 that such leave is for personal business which can be
4 transacted only during the employee's working hours and
5 reasonably cannot be transacted by anyone other than the
6 employee, and that the purpose of the personal business leave
7 is entirely consistent with this provision. The Chancellor or
8 designee shall grant such personal business leave unless
9 there is a reasonable ground(s) to believe that additional
10 verification is appropriate, in which case the verification must
11 be submitted to the Chancellor or designee.

12 6. Bereavement Leave (Education Code Section 87788)

13 Each member of the bargaining unit is entitled to a leave of absence,
14 not to exceed three (3) days, or five (5) days if out-of-state travel is
15 required, on account of death of any member of his/her immediate
16 family. No deduction shall be made from the salary of such employee
17 nor shall such leave be deducted from other leaves.

18 "Acute bereavement" is a type of additional bereavement beyond the
19 leave in the above paragraph, and may be granted within the sole
20 discretion of the District.

21 The Chancellor or designee may require reasonable verification of
22 any such leave.

23 7. Jury Duty Leave (Education Code Section 87035)

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Unit members shall be eligible for leave of absence when regularly called for jury duty in the manner provided for by law subject to the following provisions:

a. Subject to the provisions below, the unit member, while serving on jury duty, shall receive his/her regular earnings from the District and shall transmit to the District all fees, exclusive of mileage received for jury service.

b. As a matter of general policy, the District does not normally encourage employees to seek exemption from or postponement of jury duty; the District will cooperate with the employee in any appropriate manner. Unit members who are denied an exemption or postponement after a good-faith application for same, shall be eligible for paid leave up to a maximum of five (5) unit members at any one time.

c. An employee on jury leave for one semester or less shall be entitled to return to the same assignment held at the time such leave commenced, unless such assignment has been discontinued, in which case the employee shall be entitled to a comparable position. An employee on jury leave for more than one semester shall be entitled to return to an assignment comparable to the assignment held at the time such leave commenced. In any case, the assignment of the employee upon return to work shall be comparable to that held at the time jury leave began.

8. Military Leave

1 The District shall grant all leaves for military purposes pursuant to the
2 requirements of federal and state law.

3 9. Exchange Teacher Leave (Education Code Sections 87422, 87423,
4 and 87424)

5 a. The District pursuant to applicable law may enter into an
6 agreement with the proper authorities of any foreign country, or
7 of any state, territory, or possession of the United States, or
8 other district within the state, for the exchange and
9 employment of regularly credential employees and employees
10 of public schools of any foreign country, state, territory or
11 possession, or other district within this state.

12 b. Any academic person so employed shall be known as an
13 "exchange academic employee."

14 c. No exchange shall be made without the consent of the
15 employee.

16 10. Family Emergency Leave

17 Upon prior approval by the Chancellor or designee, and upon
18 exhaustion of Personal Necessity Leave, a unit member may be
19 granted a maximum of two (2) days paid leave in any school year to
20 attend to a family emergency which requires the presence of the unit
21 member. Such leave is not cumulative and is granted within the
22 discretion of the District.

23 11. Professional Conference Leave

24 a. Bargaining unit members may, with approval of the college
25 President, be permitted without loss of compensation to attend

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professional conferences directly related to their teaching or other District work assignments.

- b. The length of any such short-term leave shall not exceed the length of the business portion of such conference, plus necessary travel time.
- c. No such leave shall be granted unless the unit member has requested and received approval on the appropriate District form.

12. Unpaid Leaves

Any unit member may be granted an unpaid leave of absence by the Board for reasons of study, travel, personal business, home responsibility, health, or for any other reason the Board may determine.

- a. Health. An application for leave of absence for reasons of personal health in excess of the time for which sick leave benefits are payable to a unit member must be supported by the written recommendation of a licensed physician or health practitioner.
- b. Study. An application for leave of absence for professional study must be supported by a written statement indicating what study or research is to be undertaken, or, if applicable, what subjects are to be studied at what institutions.
- c. Travel. A leave of absence for the purpose of educational travel must be supported by a written statement of itinerary indicating

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absence from the District for a majority of the time covered by the application for such leave.

d. Home Responsibilities. A leave for this purpose may be granted to a unit member to care for his/her immediate family member whose health temporarily requires the full-time attention of the unit member. The application for such leave must be supported by the written recommendation of a licensed physician or health practitioner. Such leave also may be granted to permit a unit member to place a newborn or newly adopted child in his/her home.

1. Parental Leave: After two years of full-time service, the SBCCD will allow parental leave for a period of twelve weeks, for an employee, within the first six months following the birth or adoption of a child. During this time, sick leave may be used. Upon exhaustion of sick leave, an employee may utilize difference in pay up to completion of the twelve week period. During this leave, the District will continue health benefit coverage, sick leave and seniority will accrue, and pension contributions will be made by both District and employee.

2. Family Care Leave: After two years of full-time service, the SBCCD will allow family care leave for care of disabled or seriously ill children, spouses, parents or other members of the immediate family as defined in

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Article 18 for a period of up to twelve weeks. Sick leave may be used for this purpose. Upon exhaustion of sick leave, an employee may utilize difference in pay up to completion of the twelve week period. During this leave, the District will continue health benefit coverage, sick leave and seniority will accrue, and pension contributions will be made by both District and employee.

Either 1 or 2 may not be taken more than once in any two-year period. Leave benefits under this section are in addition to other leave rights available to employees.

- e. Personal Business. A leave of absence may be granted to conclude essential legal actions or to obtain broadening professional experience, and must be supported by such evidence as the District may designate. The term "broadening professional experience" means experience gained through employment, study, or research which is not obtainable in a manner which might otherwise qualify a unit member for study leave as set forth in subsection b above; and which, in the judgment of the Board, will increase the unit member's competence in relation to his/her present or anticipated assignment within the District.
- f. Unit Member Who Is Elected To The Legislature (Education Code Section 87701)

1 A regular (permanent) unit member who is elected to the
2 Legislature shall be granted a leave of absence. Within six (6)
3 months after the term of office of such permanent unit member
4 expires, the permanent unit member shall be entitled to return
5 to the District to the position held at the time of election.

6 g. Unit Member Who Is Elected To Other Full-Time Public Office

7 A permanent unit member who is elected to any full-time public
8 office other than the Legislature may be granted an unpaid
9 leave of absence for the length of the term or terms of office.
10 The permanent unit member utilizing such leave shall notify
11 the District in writing of intended return ninety (90) days prior to
12 the intended date.

13 H. Sabbatical Leave (Education Code Sections 87767-87774)

14 1. a. Sabbatical Leaves for unit members may be granted by the
15 Board within its discretion. If the Board determines to grant
16 any Sabbatical Leave, it shall do so consistent with the
17 following provisions. If the Board determines that it may grant
18 any Sabbatical Leaves for the following school year, it will
19 notify employees prior to October 1 of the possible number of
20 Sabbatical Leaves. Such notification, however, is no
21 guarantee of any Sabbatical Leave for the following school
22 year.

23 b. A Sabbatical Leave may be granted only to a bargaining unit
24 member who has rendered service to the District for at least
25 six consecutive years preceding the granting of any Sabbatical

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Leave, and the bargaining unit member has not been granted a Sabbatical Leave within at least a six-year period. No authorized absence from the District within the six consecutive years preceding the granting of any Sabbatical Leave shall be deemed a break in service for purposes of computing the six consecutive years required by this paragraph.

c. A Sabbatical Leave may be granted for a period not to exceed one year. A Sabbatical Leave may be granted for one semester or two semesters.

d. Any bargaining unit member granted a Sabbatical Leave shall enter into a written agreement with the District consistent with applicable law, which shall contain an agreement by the bargaining unit member to render a period of service in the District following the return to the District from the leave of absence equal to twice the period of the leave.

e. At the expiration of any Sabbatical Leave, the bargaining unit member, unless there is mutual agreement to the contrary, shall be reinstated in the position held at the granting of the Sabbatical Leave. A Sabbatical Leave shall not be construed as a break in service required for normal advancement on the salary schedule. A bargaining unit member while on Sabbatical Leave is an employee of the District in paid status, but the District is freed from any liability for the payment of any compensation or damages provided by law for the death or injury while the employee is on any Sabbatical Leave.

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2. Sabbatical Leave Committee

- a. All proposals for Sabbatical Leaves shall be evaluated by a Sabbatical Leave Committee at each college. The Sabbatical Leave Committee shall be a standing committee at each college.
- b. The Committee shall weigh the value of each proposed Sabbatical Leave to the unit member, to the students, and to the District. The Committee also shall weigh reasonable distribution of Sabbatical Leaves among departments and divisions, and seniority.

3. Purpose of Sabbatical Leave

Sabbatical Leaves may be granted for purposes that include, but are not limited to, the following:

- a. Academic study or professional research from an accredited institution of higher education. A unit member who applies for leave for this purpose shall agree to undertake advanced study or independent research related to his/her teaching assignment. No less than six (6) units of course work or equivalent research per semester shall be acceptable from an accredited institution of higher education or approved program.
- b. On-site research project. Special projects shall be designed to expand the unit member's knowledge so that he or she will be a greater asset and credit to the District, worth to the student being the ultimate measure. These projects may also include development of educational programs and curricula. Projects

- 1 which involve extensive travel outside the county must include
2 a detailed itinerary.
- 3 c. Approved teaching or research fellowships and teacher
4 exchange programs.
- 5 d. Work or research in industry, business or government.
6 Positions shall be restricted to those related to the applicant's
7 field and ones which shall be of benefit to the District and for
8 the improvement of instruction. If any work for compensation
9 is involved in the program for Sabbatical Leave, the applicant
10 shall make clear how such work will contribute directly to the
11 professional growth of the applicant, and compensation
12 received there from shall be incidental to the purposes of the
13 leave (e.g. a scholarship, fellowship, or grant for graduate
14 study or research).
- 15 e. A Sabbatical Leave of Absence may be granted for a program
16 of study or for travel, or for a special program which will clearly
17 enrich the applicant's professional competence.
- 18 f. Other experiences that may be approved by the Board.
- 19 4. Applications
- 20 a. Applicants for Sabbatical Leaves shall file with their College
21 Sabbatical Leave Committee a written request containing
22 detailed plans of their proposal.
- 23 b. Applications shall be filed on or before November 1 of the fiscal
24 year preceding the proposed leave.

1 c. Applications and recommendation of each campus committee
2 shall be forwarded to a District Sabbatical Leave Committee
3 composed of six (6) members, one each appointed by each
4 college president, and one each by each academic senate,
5 and two (2) by the Association. The District Sabbatical Leave
6 Committee shall forward its recommendations to the
7 Chancellor for review and any recommendation to the Board.

8 5. Compensation

9 a. If the Sabbatical Leave is for two (2) semesters, compensation
10 shall be fifty percent (50%) of the unit member's regular
11 contract salary.

12 b. If the leave is for one semester, the compensation shall be the
13 unit member's full regular contract teaching salary for one
14 semester.

15 c. Salary while on leave shall be paid monthly during the fiscal
16 year in the same manner as unit members are paid.

17 d. The District shall not pay travel costs or salary or provide
18 remuneration other than the Sabbatical Leave salary during
19 the period of the leave. Exceptions will be considered by the
20 Board upon the recommendation of the Chancellor.

21 6. Accountability

22 a. A Report of Completion must be completed upon return to
23 regular employment. During the first semester after return,
24 each recipient must file a comprehensive written report of the
25 Sabbatical Leave. This report must make specific evaluation

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of the leave in terms of each of the purposes stated in the original application. The report must identify as clearly as possible the benefits to students of the District that have accrued from the Sabbatical Leave.

7. Incomplete Sabbatical Leave

- a. If the program for Sabbatical Leave is interrupted because of serious accident or illness which makes it impossible to fulfill the purpose(s) of the Sabbatical Leave, such event will not be construed as a failure to fulfill the conditions under which the leave was granted; nor shall such interruption affect the amount of compensation to be paid the unit member under the terms of the leave agreement, provided, however, that the District shall have been notified by registered mail within thirty (30) days of the time of the accident or the onset of illness.

ARTICLE 19 REIMBURSEMENTS

- 1 A. Mileage reimbursement to members of the bargaining unit is granted only
2 when members of the bargaining unit must use their personal vehicles in
3 connection with their assignments and in performance of their duties. If the
4 bargaining unit member reports to a work site other than his/her primary
5 campus for performance of duties, the bargaining unit member may claim
6 reimbursement for the distance between his/her primary campus and the
7 worksite.
- 8 B. Mileage reimbursement shall be made at the prevailing State Chancellor's
9 Office rate as verified by District every August. Reimbursement shall be
10 granted only after presentation of an appropriate claim to the responsibility
11 center manager. Reimbursement shall be paid within thirty (30) calendar
12 days after receipt in accounting and if properly completed, and shall be in
13 accordance with Board Policy.
- 14 C. Faculty members on the academic salary schedule shall be eligible for 80%
15 tuition cost reimbursement for courses completed which pertain to their
16 academic position. However, no tuition cost paid by the District is to exceed
17 the per unit basis cost of similar coursework at the University of California at
18 Riverside. Only full-time faculty employees are eligible for this benefit. All
19 courses for which a faculty member seeks tuition reimbursement must have
20 prior approval by their manager and the Chancellor of the District. If the
21 request is denied by the manager, it may be appealed to the President of the
22 college. Faculty may not seek both reimbursement for a course and salary
23 advancement. This section is intended to provide the opportunity for faculty
24 to take coursework that may not otherwise qualify for traditional coursework

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under salary advancement. Units in excess of 18 semester units per year
will not be reimbursed.

ARTICLE 20 SAFETY CONDITIONS OF EMPLOYMENT

- 1 A. The District shall furnish a place of employment which is safe for members of
2 the bargaining unit.
- 3 B. The District shall not require any member of the bargaining unit to be in a
4 place of employment which is not safe. No member of the bargaining unit
5 shall leave the member's workstation without authorization of the member's
6 immediate supervisor unless there is clearly an emergency. If a unit member
7 does leave his/her work station because of an emergency, he/she will notify
8 promptly his/her immediate supervisor or the College President or his/her
9 designee.
- 10 C. Members of the bargaining unit have a responsibility to advise the District
11 immediately of any condition which a reasonable person would consider
12 unsafe.
- 13 D. An employee may, when necessary, use reasonable force in the
14 performance of his/her duties in the interests of self-protection. Such force
15 must not exceed that which is needed to repel or protect from bodily injury.
16 An employee also may take reasonable action for the protection of others
17 and for the protection of the District, student or employee property. Under
18 such circumstances, an employee must exercise mature judgment and must
19 act and react in a reasonable and prudent manner. This provision should not
20 be construed as a requirement that an employee must place himself in
21 immediate danger of serious bodily injury in order to protect another
22 individual or property.
- 23 E. 1. Reimbursement to employees for any verified loss, damage or
24 destruction of personal property suffered while performing services for
25 the District shall be made only if the value is more than \$25.00 and

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the employee took all reasonable steps to protect such personal property. The maximum reimbursement for any one item is \$300.00.

a. The maximum reimbursement for any vehicle damage shall be \$250.00. Reimbursement for vehicle damage is strictly limited to actual use during and within the scope of employment or when the employee's vehicle is parked in a District parking area which is approved for unit members (and where a parking permit is required) and where the employee has no other reasonable method of transportation to and from his/her assigned job location.

Reimbursement for vehicle damage also is strictly limited to day and evening hours when the employee is required to be at his/her job location.

b. The total reimbursement for all loss, damage or destruction of personal property for all employees and/or all incidents under these provisions shall not exceed \$5,000.00 in any fiscal year.

This total reimbursement, however, shall not apply to personal property under provision E 3 which requires prior written approval.

2. A written request for reimbursement must be filed by the employee within twenty (20) regularly scheduled workdays of the incident with the District Business Office. The District Business Office shall conduct such investigation as may be necessary. The burden of proof in all cases is with the employee seeking reimbursement.

3. Reimbursement for verified loss, damage or destruction of personal property suffered while performing services for the District is provided only when written approval for the use of the personal property in the

1 school was given by the President before use while performing
2 services for the District. All such prior approval shall be in writing.
3 Exceptions to such prior approval shall be vehicles, women's purses,
4 eyeglasses, hearing aids, dentures, watches, or articles of clothing
5 necessarily worn or carried by the employee. The employee must
6 take reasonable steps to protect all personal property. The President
7 or Chancellor may cancel the approval at any time upon written notice
8 to the employee. After such cancellation is sent by the President or
9 Chancellor and received by the employee, the previous approval will
10 terminate in (2) two scheduled workdays.

11 4. If an employee receives any payment from an insurance carrier for
12 any loss, damage or destruction for which the District gave
13 reimbursement, the employee shall repay the District if such payment
14 from an insurance carrier covers the same loss, damage or
15 destruction covered by the District. The District shall, in addition, have
16 all rights of subrogation; and the employee shall execute all
17 assignments and other documents and cooperate and perform all
18 other acts as required by the District in pursuing such rights of
19 subrogation. If receipt of any payment from an insurance carrier
20 would terminate the employee's insurance policy, and the employee
21 would be refused similar or like insurance coverage from similar or
22 like insurance companies, this provision shall not apply.

23 5. This provision should not be construed as a restriction regarding an
24 employee bringing personal property on District property at the
25 employee's own risk.

- 1 6. The District will reimburse for the actual value of the lost, damaged or
2 destroyed personal property. Reimbursement may be made on the
3 basis of repair cost if it is economical, feasible and not greater than
4 the actual value.
- 5 F. The District shall provide general liability insurance for employees to cover
6 the duties of employees within the scope of their employment and District-
7 approved activities. If the District changes this general liability insurance, it
8 will notify the Association President about change in coverage.
- 9 G. The District shall allow for Association representation on any District-wide
10 committee or any college-wide committee appointed by the Board or
11 Chancellor or College President for the purpose of developing and
12 promulgating safety rules or safety programs which may significantly affect
13 unit members.
- 14 H. In the event that a District administrator knows through appropriate
15 documentation that a student may pose a serious threat to the safety of
16 employees or other students, the District shall notify the unit member who
17 has direct supervision over such a student about the possible safety threat.
- 18 I. If an employee is required to work at a job location on a college campus
19 which is isolated from other employees, which is not in an office or room
20 which can be secured or locked, and which may reasonably be considered
21 unsafe, the employee may apply to the District Safety Committee for an
22 appropriate communication device. For purposes of this provision, the term
23 "isolated" shall mean sufficiently remote to prevent oral communications with
24 another employee. The decision of the District Safety Committee shall be
25 final.

1 J. No unit member shall be required to provide specialized health care service
2 unless such specialized health care service is within the scope of the unit
3 member's employment.
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21 **ARTICLE 21 REDUCTION IN FORCE**

22 A. This Article is entered into in accordance with the Educational Employment
23 Relations Act.

24 B. In the event the District determines pursuant to applicable current law that
25 regular (permanent) and/or contract (probationary) unit members shall be

1 subject to layoff, the District shall give notice to the Association within ten
2 (10) calendar days after the preliminary notice to unit members.

3 C. Once the determination to lay off regular (permanent) and contract
4 (probationary) unit members has been made by the District and the
5 preliminary notice has been sent to the unit members pursuant to applicable
6 Sections of the Education Code, the Association may request information
7 legally required and incident to those unit members receiving the preliminary
8 notice.

9 D. Notices of lay off shall be given pursuant to applicable Education Code
10 Sections.

11 E. Benefits for unit member(s) who are laid off pursuant to this Article:

12 1. Once a unit member's employment is terminated pursuant to this
13 Article, he/she shall be eligible for health benefits as set forth in the
14 Agreement through August 30 of the calendar year in which the unit
15 member is laid off, paid by the District at the same District contribution
16 rate in effect immediately prior to the date the unit member was laid
17 off.

18 2. The laid-off employee(s), for a period not to exceed six (6) additional
19 months, shall have the option to remain an active participant in the
20 District health benefits program as set forth in the Health and Welfare
21 Benefits provision of the Agreement unless:

22 (a) the employee fails to pay the full cost of any and all premiums
23 through payment at least one month in advance of the month
24 of coverage, or

- 1 (b) there is a break in the laid-off employee's participation in the
- 2 health benefits program any time immediately prior to the layoff
- 3 and for a period of six (6) months following the date of the
- 4 layoff and for a period of six (6) months following the date of
- 5 the layoff or severance from employment, or
- 6 (c) the laid-off employee fails to remain eligible for the health
- 7 benefits, or
- 8 (d) the laid-off employee becomes eligible for medical benefits
- 9 through another employer.

10 F. Regular (permanent) academic employees who are laid off shall be granted
11 all rights under Section 87744 of the Education Code as may be amended or
12 current and applicable statutory law:

- 13 1. For the period of thirty-nine (39) months from the date of layoff, any
- 14 permanent employee shall have a preferred right to reemployment in
- 15 the order of original employment determined by the District in
- 16 accordance with law.
- 17 2. Employees who wish to take advantage of the preferred right to
- 18 reemployment shall keep the Human Resources Office apprised in
- 19 writing of their current mailing address(es), and of any changes in
- 20 their academic qualifications.
- 21 3. When actual vacancies occur, the District shall notify by the order of
- 22 original employment as earlier determined the laid off employee(s)
- 23 who holds the proper minimum qualifications required by the vacancy.
- 24 This notice shall be sent by certified mail to the employee's current
- 25 mailing address on file with the Human Resources Office. The

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notified employee shall notify the District in writing of his/her acceptance within ten (10) calendar days of mailing by the District. Failure to do so shall mean that the employee has waived his/her reappointment right to any vacancy stated in the notice from the District.

4. The right to reappointment may be waived by an employee for not more than one (1) school year, but such waiver shall not deprive the employee of his/her right to subsequent offers of reappointment.

5. As to any such employee who is reappointed, the period of the absence shall be treated as a leave of absence and shall not be considered as a break in the continuity of service; he/she shall retain the classification and order of employment he/she had when his/her services were terminated; any credit for prior service under any state or district retirement system shall not be affected by such termination, but the period of the absence shall be counted as a part of the service required for retirement.

6. During the period of the preferred right to reappointment, any such employee shall, in the order of original employment, be offered prior opportunity for temporary service during the absence of any other employee who has been granted a leave of absence or who is temporarily absent from duty; provided, that his/her services may be terminated upon the return to duty of said other employee, that the compensation he/she receives shall not be less than the amount he/she would receive if he/she were being reappointed, and that said

1 temporary service shall not affect the retention of his/her previous
2 classification and rights.

3 7. This Article shall not be interpreted to give laid-off employees
4 additional rights beyond those required by law, or deny any rights
5 guaranteed by law.

6 G. Contract (probationary) academic employees who are laid off shall be
7 granted all rights under Section 87745 of the Education Code as may be
8 amended or current and applicable statutory law.

9 1. For the period of twenty-four (24) months from the date of layoff, any
10 probationary employee shall have a preferred right to reemployment
11 in the order of original employment as determined by the District in
12 accordance with law.

13 2. Employees who wish to take advantage of the preferred right to
14 reemployment shall keep the Human Resources Office apprised in
15 writing of their current mailing address(es), and of any changes in
16 their academic qualifications.

17 3. When actual vacancies occur, the District shall notify by the order of
18 original employment as earlier determined the laid off employee(s)
19 who holds the proper minimum qualifications required by the vacancy.

20 This notice shall be sent by certified mail to the employee's current
21 mailing address on file with the Human Resources Office. The
22 notified employee shall notify the District in writing of his/her
23 acceptance within ten (10) calendar days of mailing by the District.
24 Failure to do so shall mean that the employee has waived his/her

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reappointment right to any vacancy stated in the notice from the District.

4. As to any such employee who is reappointed, the period of the absence shall be treated as a leave of absence and shall not be considered as a break in the continuity of service; he/she shall retain the classification and order of employment he/she had when his/her services were terminated; and credit for prior service under any state or district retirement system shall not be affected by such termination; provided, however, that the period of the absence shall not be counted as part of the service required for attaining permanent status in the District or for retirement purposes.

5. During the period of the preferred right to reappointment, any such employee shall, in the order of original employment, and subject to the rights of permanent employees, be offered prior opportunity for temporary service during the absence of any other employee who has been granted a leave of absence or who is temporarily absent from duty; provided, that his/her services may be terminated upon the return to duty of such other employee, that such temporary service shall not affect the retention of his/her previous classification and rights, and that such an employee shall be given a priority over other employees.

6. This Article shall not be interpreted to give laid-off employees additional rights beyond those required by law, or deny any rights guaranteed by law.

1 H. Unit members who receive final notices of layoff pursuant to applicable
2 Sections of the Education Code may utilize the two paid days of leave for
3 "personal business" pursuant to and consistent with Article 18 G.5.e. for the
4 purpose of attending bona fide job interviews with prospective employers.

5 I. Faculty Service Areas for Regular (Permanent) and Contract (Probationary)
6 Faculty Members

7 1. Faculty Service Areas have been established pursuant to Section
8 87743.2 of the Education Code and are enumerated in Appendix C of
9 this Agreement. Faculty Service Areas may be added, deleted or
10 modified at any time by mutual agreement of the District and the
11 Association.

12 2. District Competency Criteria have been established pursuant to
13 Education Code Section 87743.5. The Association and District agree
14 that the criteria are the minimum qualifications adopted by the Board
15 of Governors pursuant to Education Code Section 87356 or service in
16 the Faculty Service Area in the District.

17 3. Each contract (probationary) faculty member shall qualify for one or
18 more faculty service areas at the time of initial employment. A faculty
19 member shall be eligible for qualification in any faculty service area in
20 which the faculty member has met minimum qualifications pursuant to
21 Section 87356 as well as District competency standards.

22 4. After initial employment, a faculty member may apply to the District to
23 add faculty service areas for which the faculty member qualifies. The
24 application shall be received by the District on or before January 15 in

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order to be considered in any proceeding pursuant to Section 87743 during the academic year in which the application is received.

5. In order to facilitate the FSA appeals process, a District-wide FSA Oversight Committee shall be permanently established. This Committee shall consist of five faculty members, three from San Bernardino Valley College and two from Crafton Hills College. All members shall be affiliated with and appointed by the Association. Contract or regular faculty members who apply for, and are denied entry into, specific Faculty Service Areas shall have the right to seek redress by following the steps outlined below.

- a. A contract or regular faculty member who believes that he/she has been wrongly denied an FSA for which he/she is qualified shall first seek clarification from the Human Resources Office.
- b. If unsatisfied by the explanation provided by the Human Resources Office, the faculty member shall notify the Chief Instructional Officer at his/her college. The CIO and a member of the Oversight Committee shall meet to review the case and consult, as needed, with representatives from the relevant discipline(s). A determination shall be made by the CIO and the member of the Oversight Committee. If favorable, the ruling shall be passed onto the full Oversight Committee for its approval. If the Committee approves, the recommendation shall be forwarded to the Human Resources Office, and the FSA(s) shall be granted to the faculty member who initiated the

1 appeal. If unfavorable, the ruling shall be reported and
2 explained to the appealing faculty member.

3 c. Should the appealing faculty member remain unsatisfied,
4 he/she shall ask the Oversight Committee to review the case.
5 The Committee, after seeking whatever consultation is
6 deemed necessary, shall make a final ruling on the appeal and
7 notify the faculty member of its decision. A favorable ruling
8 shall be forwarded to the Human Resources Office, and the
9 FSA(s) in question shall be granted.

10 d. The entire appeals process described in a-c above shall be
11 completed within twenty working days.

12 e. If the appealing faculty member remains unsatisfied, he/she
13 may request the Association to process the denial of an FSA
14 as a grievance at Step 3 according to Article 9 of this
15 Agreement.

16 J. Application and Interpretation of This Article

17 1. The provisions of this Article do not apply to unit members who are
18 not subject to layoffs under Education Code Section 87743.

19 2. The provisions of this Article shall be interpreted as full settlement of
20 all negotiations on the matter of unit member layoffs, reemployment
21 and the impacts and effects of those matters. The Association hereby
22 clearly and unequivocally waives its rights to meet and negotiate all
23 those matters during the term of this Agreement.

24 3. With the exception of provisions B, E, F, G and H no provision or
25 provisions of this Article shall be grievable or arbitrable.

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4. Laid-off employees shall not be considered as members of the bargaining unit for any reason.

ARTICLE 22 EARLY RETIREMENT AND PRE-RETIREMENT REDUCED

WORKLOAD

A. Pre-Retirement Reduction to Part-Time Employment Status Plan

1 1. Each full-time faculty employee who meets the requirements of this
2 article may reduce his or her contract from full-time to percent of contract
3 while maintaining his or her retirement benefits pursuant to Education
4 Code Sections 22713 and 87483 or Government Code Section 20900.

5 B. To be eligible for a pre-retirement in contract under this article the faculty
6 employee must have:

- 7 1. Reached the age of 55 prior to the reduction in contract;
- 8 2. Been employed full-time in a faculty position requiring membership in
9 an appropriate California state retirement system for at least ten
10 years;
- 11 3. Have served five years in the District immediately preceding the
12 reduction in full-time employment without a break in service, with the
13 final three years (of these immediately preceding five years of full-time
14 employment) in a faculty position. For purposes of this section, an
15 approved leave of absence shall not constitute a break in service.
16 However, an unpaid leave of absence shall not count towards the five
17 years of full-time service required by this section.

18 C. This article shall be applicable only to faculty employees who request
19 reduction in contract and meet the established criteria. The Reduced
20 Workload Program shall become effective at the beginning of the college
21 year.

22 D. The maximum period during which a faculty employee's contract may be
23 reduced under this article shall not exceed ten (10) years for a faculty
24 employee enrolled in STRS or five (5) years for a faculty employee enrolled
25 in PERS. At the conclusion of the period during which a faculty employee's

1 contract is reduced under this article, the faculty employee shall retire unless,
2 during the first year of the reduction in contract under this article, the faculty
3 employee submits a written request to return to full-time employment at the
4 beginning on the next academic year and shall reimburse the District for
5 STRS contribution made by the District. This reimbursement shall only
6 include that portion of employer contribution for the reduction in contract.

7 E. A faculty employee whose contract has been reduced under this article shall
8 retain all paid benefits as if he or she were a full-time faculty employee, and
9 shall receive the pro-rata share of the salary he or she would have earned
10 had he or she continued full-time. In addition, the employee shall retain, on a
11 pro-rata basis, all other rights and benefits of regular faculty employees,
12 except the right to receive a professional development leave.

13 F. A faculty employee whose contract has been reduced under this article shall
14 fulfill the appropriate pro-rata share of the faculty duties that would have
15 been required had the employee continued as a full-time employee.

16 G. In compliance with Education Code Section 22713 and Government Code
17 Section 20900, as appropriate, a faculty employee whose contract has been
18 reduced under this article shall contribute to the appropriate retirement
19 system by payroll deduction the amount he or she would have contributed
20 had he or she continued full-time. The District shall contribute to the
21 appropriate retirement system the amount required by law.

22 H. To initiate the provisions of this article, a faculty employee shall follow the
23 procedures described below in the college year preceding the reduction in
24 contract;

1 1. Meet with the immediate supervisor or appropriate administrator by
2 January 15, or first instructional day according to the academic
3 calendar, to determine through mutual agreement the schedule by
4 which the reduced contract shall be fulfilled.

5 2. File a written request with the President or designee by March 1. The
6 written request shall specify:

7 a. That the request is pursuant to this article;

8 b. The reduced contract the employee desires under this article,
9 provided it is not less than one-half of a full-load and;

10 c. The number of years during which the faculty employee wishes
11 his or her contract to be reduced under this article, provided the
12 number of years do not exceed 10 (ten) for faculty employees
13 enrolled in STRS or 5 (five) for faculty employees enrolled in PERS.

14 If the employee's request is granted, it shall take effect at the beginning of
15 the next college year; remain in effect for the duration specified and be
16 revoked only with the mutual consent of the faculty employee and the
17 District.

18 I. A faculty employee whose workload has been reduced under this article may
19 request to change the percentage of reduction in contract by following the
20 provision and submitting a written request to the President or designee
21 specifying the revised reduction. If the employee's request is granted, it shall
22 take effect at the beginning of the next college year.

23 J. Notwithstanding Section H, the District may, after consultation with the
24 faculty assign reduced load in such a manner as to meet the program or
25 staffing needs of the District.

1 K. Nothing in this article shall prohibit a faculty employee from requesting a
2 reduction in contract outside of the provisions of this article or prohibit the
3 District from granting such a request.

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19 **ARTICLE 23 BENEFITS FOR EMPLOYEES WHO RETIRE DURING THE**

20 **TERM OF THIS AGREEMENT**

21 A. The District will provide the following benefits for employees who retire during
22 the term of this Agreement with such benefits continuing only for the term of
23 this Agreement:

24 1. If a bargaining unit member actually retires from the District and is on
25 retirement with the State Teachers Retirement System, such

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bargaining unit member shall have the option to remain an active participant in the District health benefits program, except for dental, vision, and life insurance plans, as set forth in the Health and Welfare benefits provision of the Agreement until age 65, subject to all of the following conditions:

a. The retired bargaining unit member attained the age of 60 before the retirement unless such retirement was a disability retirement.

b. The bargaining unit member completed a minimum of ten (10) years of service with the District prior to retirement unless such retirement was a disability retirement which requires a minimum of five (5) years of service prior to disability retirement.

c. The bargaining unit member must have been an employee of the District immediately preceding retirement with the State Teachers Retirement System.

d. The District shall pay the costs of such participation by the bargaining unit member pursuant to and consistent with the Health and Welfare benefits provision of the Agreement except for dental, vision, and life insurance plans.

2. Pursuant to and consistent with applicable law, such as Education Code Section 7000-7003, once a bargaining unit member is retired from the District, he/she shall have the option to remain an active participant in the District health and dental care benefit program as set

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forth in the Health and Welfare benefits provision of the Agreement unless:

- a. The retired bargaining unit member fails to pay the full cost of all premiums for retired employees through payment at least one month in advance of the month of coverage, or
- b. The retired bargaining unit member becomes eligible for such benefits through another employer.

ARTICLE 24 MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any policies and practices of the District which are inconsistent with the specific and express terms of this Agreement.
- B. The specific and express terms of this Agreement shall not be implemented by the District in a manner which is arbitrary or capricious.
- C. The District shall pay rental fee for academic garb for graduation or any other college function requiring such garb. However, the District will charge

1 individual unit members the full rental fee if unit member fails to attend any
2 mandated college function requiring the use of the academic garb.

3 D. The Association recognizes the power and authority of the District to
4 maintain the efficiency of District operations, determine budgetary allocation,
5 and build, move or modify facilities.

6 The Association recognizes the powers and authority of the District to
7 determine the kinds and levels of services to be provided, and the methods
8 and means of providing them, determine staffing patterns, determine the
9 number and kinds of personnel required and maintain the efficiency of
10 District operations. The District recognizes that support should be given to
11 bargaining unit members in terms of necessary clerical assistance and
12 laboratory aides.

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17 **ARTICLE 25 NO CONCERTED REFUSALS TO WORK**

18 A. It is agreed and understood that there will be no strike, work stoppage, slow-
19 down, refusal or failure to fully and faithfully perform job functions and
20 responsibilities, or other interference with the operations of the District by the
21 Association or by its officers, agents, or members during the term of this
22 Agreement, including compliance with the request of other employee or labor
23 organizations to engage in such activity.

24 B. The Association recognizes the duty and obligation of its representatives to
25 comply with the provisions of this Agreement and to make every effort toward

1 inducing all employees to do so. In the event of a strike, work stoppage,
2 slow-down, refusal or failure to fully and faithfully perform job functions and
3 responsibilities, or other interference with the operations of the District by
4 employees who are represented by the Association, the Association agrees
5 in good faith to take all necessary steps to cause those employees to cease
6 such action.

7 C. It is agreed and understood that any employee violating this Article may be
8 subject to discipline up to and including termination by the District.

9 D. In the event of any concerted refusal to work, the District has the right to
10 suspend or modify any provision of this Agreement concerning leaves of
11 absence with regard to those employees who participate in the concerted
12 refusal to work.

13 E. During the term of this Agreement the District will not lock out employees in
14 the bargaining unit.

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16 **ARTICLE 26 EFFECT OF AGREEMENT**

17 A. The District and the Association mutually agree that the terms and conditions
18 set forth in the Articles and provisions of this Agreement represent the full
19 and complete understanding and commitment between the parties which
20 may not be altered, changed, added to, deleted from or modified unless by
21 mutual consent in writing or by a procedure expressly allowing same stated
22 in this Agreement.

23 B. The District and the Association mutually agree that this Agreement shall be
24 in full settlement of all issues which were the subject of meeting and
25 negotiating. It is further agreed that none of such issues shall be subject to

1 meeting and negotiating during the terms of this Agreement unless by mutual
2 consent in writing or by a procedure expressly allowing same stated in this
3 Agreement. During the term of this Agreement, the District has the right to
4 act on any matter not addressed in this Agreement as long as that action is
5 not in violation of this Agreement.

6 C. The District and the Association hereby clearly and unequivocally waive their
7 rights to meet and negotiate during the term of this Agreement unless
8 otherwise expressly stated in this Agreement.

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15 **ARTICLE 27 STATUTORY CHANGES**

16 A. If there is a change in a state or federal statute after the ratification of this
17 Agreement which results in direct conflict with any specific and express term
18 of this Agreement, either party may demand to negotiate a replacement.

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ARTICLE 28 SAVINGS

A. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, said provision shall be deleted from the Agreement, but all other provisions shall continue in full force and effect for the duration of this Agreement. Upon the demand by either party, the parties will meet and negotiate over a replacement provision for the deleted provision.

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ARTICLE 29 DURATION OF AGREEMENT

A. This Agreement shall remain in full force and effect for three years beginning July 1, 2007 through June 30, 2010. The District and the Association shall reopen Articles 10 – Wages and its related Appendices, and Article 11, Health and Welfare Benefits in each year of the agreement. The Association and/or the District may elect to open one (1) additional article each year.

This Agreement has been ratified by the Association on: November 13, 2007

For the Association: _____

Richard Jaramillo, CTA President

This Agreement has been ratified by the Board on: November 8, 2007

For the Board: _____

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Charles Terrell, Board President

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GRIEVANCE REPORT FORM
SBCCD AND SBCCDTA
STEP 1
STATEMENT OF GRIEVANCE

Name of Grievant: _____
Date Grievance Filed: _____

Current assignment of Grievant: _____

Specific Article(s) and Provision(s) of The Agreement Allegedly Violated, Misapplied or Misinterpreted By The District:

Statement Of Grievance Which Must Be Clear And Concise Indicating All Circumstances Involved:

Decision Rendered at Informal Conference:

Remedy Sought:

Grievant's Signature

Grievant's Representative (If Any)

Distribution:

.Grievant

.Immediate Supervisor

.Area Vice President

.College President

.Association President

.Grievant's Representative

.Vice Chancellor of Human Resources

GRIEVANCE REPORT FORM
SBCCD AND SBCCDTA
STEP 2
APPEAL TO AREA VICE PRESIDENT

Name of Grievant: _____

Date Step 2 Filed: _____

Statement Of Reasons For Appeal Of Decision To Step 2 (Must Attach Copy Of Original Grievance And Copy Of Decision At Step 1 (if any):

Grievant's Signature

Grievant's Representative (If Any)

Distribution:	.Grievant	.Immediate Supervisor	.Area Vice President
	.College President	.Association President	.Grievant's Representative
		.Vice Chancellor of Human Resources	

GRIEVANCE REPORT FORM
SBCCD AND SBCCDTA
STEP 2
DECISION OF AREA VICE PRESIDENT

Name of Grievant: _____

Date Step 2 Filed: _____

Name Of Area Vice President: _____

Decision of Area Vice President And Reason(s) Therefore:

 Area Vice President's Signature

 Date

- Distribution:
- | | | |
|--------------------|-------------------------------------|----------------------------|
| .Grievant | .Immediate Supervisor | .Area Vice President |
| .College President | .Association President | .Grievant's Representative |
| | .Vice Chancellor of Human Resources | |

GRIEVANCE REPORT FORM
SBCCD AND SBCCDTA
STEP 3
APPEAL TO COLLEGE PRESIDENT

Name of Grievant: _____

Date Step 3 Filed: _____

Statement of Reasons for Appeal of Decision to Step 3 (Must Attach Copy of Original Grievance and Copy of Decision at Step 2 (if any):

Grievant's Signature

Grievant's Representative (If Any)

Date Received by College President: _____

Distribution:

.Grievant

.Immediate Supervisor

.Area Vice President

.College President

.Association President

.Grievant's Representative

.Vice Chancellor of Human Resources

GRIEVANCE REPORT FORM
SBCCD AND SBCCDTA
STEP 3
DECISION OF COLLEGE PRESIDENT

Name of Grievant: _____

Date Step 3 Filed: _____

Name of College President: _____

Decision of College President and Reason(s) Therefore:

College President's Signature

Date

Distribution:

.Grievant	.Immediate Supervisor	.Area Vice President
.College President	.Association President	.Grievant's Representative
	.Vice Chancellor of Human Resources	

GRIEVANCE REPORT FORM
SBCCD AND SBCCDTA
STEP 4
DECISION OF CHANCELLOR

Name of Grievant: _____

Date Step 4 Filed: _____

Name of Chancellor or Designee: _____

Decision of Chancellor or Designee and Reason(s) Therefore:

Chancellor's Or Designee Signature

Date

- Distribution:
- .Grievant
 - .College President
 - .Immediate Supervisor
 - .Association President
 - .Vice Chancellor of Human Resources
 - .Area Vice President
 - .Grievant's Representative

Appendix A-1

COMPENSATION PLAN

The San Bernardino Community College District and the San Bernardino Community College District Teachers Association (CTA/NEA) agree to the following plan to make its full-time and part-time salary schedules more competitive with the full-time and adjunct faculty salary schedules from agreed upon benchmark/comparative districts. The benchmark comparative districts, including SBCCD, are as follows:

Chaffey Community College District
Desert Community College District
Mt. San Antonio Community College District
Mt. San Jacinto Community College District
Palomar Community College District
Riverside Community College District
Victor Valley Community College District

The District and the SBCCDTA (CTA/NEA) agree to the following plan for making its full-time and adjunct faculty salary schedules more competitive, and is predicated on the implementation of five primary objectives:

- Objective #1** Establish a Median Concept among the comparative districts.
[Objective Met]
- Objective #2** Establish specific points on the salary schedule for comparison. **[Objective Met]**
- Objective #3** Restructure the current 2001-2002 full-time faculty salary schedule. **[Objective Met]**
- Objective #4** Institute full-time salary schedule enhancements to ensure competitive compensation. **(continue)**
- Objective #5** Restructure adjunct faculty salary schedule to enhance the overall competitiveness of the adjunct faculty salaries and move toward parity. **(continue)**
- Objective #6** Address the workload issues as an objective to be added to Appendix A-1 in the successor agreement. **(continue)**
- Objective #7** Address the Association's goal of provided benefits to part-time bargaining unit members. **(continue)**
- Objective #8** During the term of this agreement, the parties agree to meet objective #4 and objective #5 depending on the availability of funds. **(continue)**

OBJECTIVE #1

Given that the SBCCDTA (CTA/NEA) and the SBCCD have agreed to the above list of benchmark districts it is reasonable to expect that fair compensation comparisons can be made using current salary schedules from each district. As such, median salaries can be determined by comparing common points on the salary schedules. Having this information will allow the SBCCD and SBCCDTA (CTA/NEA) to specifically determine its relationship to the median for each of the common points used for comparison. The negotiating teams will determine the date to begin data collection for salary schedules.

OBJECTIVE #2

Establish specific points on the salary schedule for comparison:

The Comparison District Data Summary manual prepared for use during “year one” negotiations contains a salary schedule comparison section that lists an index of twenty-eight (28) specific salary schedule cells that can be used to maintain continuity in data analysis. Therefore, the twenty-eight (28) cell points represent places on the full-time faculty salary schedule where the median relationship of the District’s salaries can be determined by comparing District salaries to the median of the benchmark/comparison districts’ current salaries.

OBJECTIVE #3

Restructure current 2001-02 full-time faculty salary schedule as follows:

- Expand current salary schedule to make it look and function more like the majority of the comparative districts. **[Objective Met]**
- Restructure anniversary increments (steps 15-30) into individual steps ending at step twenty-four (24). **[Objective Met]**
- Establish salary schedule step eight (8) as the limit for initial placement on the revised SBCCD full-time faculty salary schedule. **[Objective Met]**

OBJECTIVE #4 & 5

Institute the full-time and adjunct faculty salary schedule enhancements to ensure competitive compensation as follows:

1. Revise full-time faculty salary schedule as follows:

- Expand current anniversary ranges into individual steps that conclude with step twenty-four (24). **[Objective Met]**
- Eliminate steps one (1) and two (2). **[Objective Met]**
- Add two additional steps to the latter portion of the salary schedule creating new 23rd and 24th steps. **[Objective Met]**
- Stratify steps eleven (11) through twenty-four (24) with a differential of 1.70% between each step. **[Objective Met]**
- Faculty members will retain their current column and step placement on the new schedule. **[Objective Met]**
- District and the SBCCDTA (CTA/NEA) will use the benchmark/comparison districts for future salary schedule comparison. **(continue)**

- District and the SBCCDTA (CTA/NEA) will use a single faculty salary schedule and faculty members who are authorized to work in excess of 177 days will be paid a per diem rate based on the faculty salary schedule.

[Objective Met]

- District and the SBCCDTA (CTA/NEA) agree to negotiate a parity agreement regarding part-time faculty salaries that may include coaching, department head and coordinator's stipends. **(continue)**

2. Parity for Adjunct Faculty/Overload Instructors

- **Effective only for fiscal year beginning July 1, 2004 and ending June 30, 2005:**
 - Use comparison district data to determine hourly rate relationship to the median level of compensation.
 - Use part-time allocation to increase part-time/overload rates to the median of the comparison districts.
 - As long as the part-time allocation is available to the district, funds from this source will be used to maintain part-time/overload rates at the median of the agreed upon comparison districts.
 - The SBCCD and the SBCCDTA (CTA/NEA) agree that the adjustment and maintenance of part-time/overload rates to the median of the agreed upon comparison districts represents parity in compensation with the SBCCD district only for 2004-2005.
- Under year two of the extended contract between the District and the SBCCDTA (CTA/NEA) 2005-2006, the District and the SBCCDTA will continue discussions on salary issues and parity language for part-time/overload compensation.
- All funds provided for parity that are not used during fiscal year 2002-03 will be reserved for use in implementing parity in fiscal years 2003-04, 2004-2005 and 2005-2006 provided parity dollars are available.
- The District will maintain the current compensation structure for all Coaching, Department Head/Coordinators and Release Time Schedules.
- In keeping with the established process as stipulated in the compensation plan for making salary schedules more competitive, the Coaches and Assistant Coaches Schedules and Department Head/Coordinators and Release Time schedules will be subject to the same methodology of comparison to the benchmark/comparative districts.

Objective #6 Workload

The District and the Association agree to address the disparity between Lecture, Lab, Clinical, Library/Nurses and Counseling hours for the purpose of determining workload.

The District and the Association agree to work toward a resolution of the issue of the assignment of work hours for counselors and librarians.

The District and the Association will address the issue of starting and ending times for the workday.

The District and the Association will investigate the establishment of a cap on the number of classes an instructor may teach during a summer school session.

Objective #7 Benefits to Part-Time Bargaining Unit Members

The District and the Association agree to address the Association's goal of providing benefits to part-time bargaining unit members.

Objective #8 Wages

During the term of this agreement, the parties agree to meet Objective #4 & Objective #5 depending on the availability of funds.

**San Bernardino Community College District
Faculty Salary Schedule
Effective January 1, 2008**

Step	Column C Minimum Requirements*	Column D MA or BA+2yrs work exp.*	Column E MA+15 or BA+15+2wk*	Column F MA+30 or BA+30+2wk*	Column G MA+45 or BA+45+2wk*	Column H MA+60 or MA+2wk*	Column I Doctorate
1	44,243.77	46,635.95	49,033.61	51,425.79	53,820.16	56,213.44	58,613.30
per diem**	249.97	263.48	277.03	290.54	304.07	317.59	331.15
2	46,167.17	48,563.74	50,957.02	53,351.39	55,747.96	58,143.43	60,533.41
	260.83	274.37	287.90	301.42	314.96	328.49	342.00
3	48,094.97	50,484.95	52,887.01	55,276.99	57,676.85	60,064.64	62,463.40
	271.72	285.23	298.80	312.30	325.86	339.35	352.90
4	50,019.47	52,419.33	54,809.31	57,204.78	59,599.16	61,996.83	64,386.81
	282.59	296.15	309.65	323.19	336.72	350.26	363.77
5	51,946.16	54,338.34	56,736.01	59,128.19	61,524.76	63,924.82	66,316.80
	293.48	307.00	320.55	334.06	347.60	361.15	374.67
6	53,871.76	56,268.33	58,658.32	61,058.18	63,452.55	65,842.53	68,245.69
	304.36	317.90	331.40	344.86	358.49	371.99	385.57
7	55,798.46	58,193.93	60,586.11	62,981.58	65,375.96	67,773.82	70,165.80
	315.24	328.78	342.29	355.83	369.35	382.90	396.42
8	57,724.06	60,119.53	62,513.90	64,909.38	67,304.85	69,697.03	72,093.60
	326.12	339.66	353.18	366.72	380.26	393.77	407.31
9	59,649.66	62,045.13	64,437.31	66,832.78	69,229.35	71,627.02	74,019.19
	337.00	350.54	364.05	377.59	391.12	404.67	418.19
10	61,575.26	63,968.53	66,367.30	68,764.97	71,152.75	73,550.42	75,944.79
	347.88	361.41	374.95	388.50	401.99	415.54	429.07
11	63,150.65	65,607.60	68,065.65	70,524.79	72,974.06	75,433.20	77,890.15
	356.78	370.66	384.55	398.45	412.28	426.18	440.06
12	64,767.76	67,286.18	69,807.91	72,330.73	74,841.47	77,365.39	79,883.82
	365.92	380.15	394.40	408.65	422.83	437.09	451.32
13	66,428.78	69,007.59	71,594.08	74,180.58	76,757.19	79,346.98	81,930.18
	375.31	389.87	404.49	419.10	433.66	448.29	462.88
14	68,133.71	70,774.00	73,426.36	76,080.92	78,721.21	81,377.97	84,025.94
	384.93	399.85	414.84	429.83	444.75	459.76	474.72
15	69,875.97	72,586.52	75,306.95	78,027.38	80,736.83	83,460.56	86,177.69
	394.78	410.10	425.47	440.83	456.14	471.53	486.88
16	71,063.83	73,819.39	76,583.73	79,352.47	82,106.93	84,877.86	87,641.11
	401.49	417.06	432.68	448.32	463.88	479.53	495.14
17	72,268.15	75,072.02	77,883.57	80,697.31	83,500.08	86,319.32	89,127.57
	408.30	424.14	440.02	455.92	471.75	487.68	503.54
18	73,496.63	76,345.50	79,205.36	82,067.41	84,916.28	87,784.92	90,639.29
	415.23	431.33	447.49	463.66	479.75	495.96	512.08
19	74,741.57	77,640.95	80,548.01	83,460.56	86,356.64	89,272.49	92,176.25
	422.27	438.65	455.07	471.53	487.89	504.37	520.77
20	76,012.86	78,958.35	81,913.71	84,877.86	87,821.15	90,788.59	93,740.67
	429.45	446.09	462.79	479.53	496.17	512.93	529.61
21	77,300.62	80,297.70	83,305.76	86,319.32	89,312.01	92,327.76	95,331.43
	436.73	453.66	470.65	487.68	504.59	521.62	538.60
22	78,612.53	81,659.01	84,719.77	87,784.92	90,827.02	93,893.27	96,950.73
	444.14	461.35	478.64	495.96	513.15	530.47	547.74
23	79,945.30	83,046.68	86,155.74	89,272.49	92,388.38	95,487.32	98,596.38
	451.67	469.19	486.76	504.37	521.85	539.48	557.04
24	81,302.22	84,456.29	87,616.95	90,788.59	93,936.08	97,107.72	100,269.48
	459.33	477.15	495.01	512.93	530.71	548.63	566.49

*See Reverse Page for Details. Highest initial placement is step 8.

**Per diem rate based on 177 service days. Per diem rate x 200 or 221 service days reflect annual salary for staff authorized to work beyond 177 service days.

Salary Schedule Placement Guidelines

Class (Column) C

- A. Bachelor's degree or less.
- B. Associate's degree + six (6) years of work experience

Class (Column) D

- A. Master's degree
- B. Associate's degree + 45 units + six (6) years of work experience or Bachelor's degree + two (2) years of work experience

Class (Column) E

- A. 55 units beyond Bachelor's degree including Master's degree or Master's degree + 15 units
- B. Associate's degree + 75 units + six (6) years of work experience or Bachelor's degree + 15 units + two (2) years of work experience.

Class (Column) F

- A. 70 units beyond Bachelor's degree including Master's degree or Master's degree + 30 unit
- B. Bachelor's degree + 30 units + two (2) years of work experience

Class (Column) G

- A. 85 units beyond Bachelor's degree including Master's degree or Master's degree + 45 units
- B. Bachelor's degree + 45 units + two (2) years of work experience

Class (Column) H

- A. 100 units beyond Bachelor's degree including Master's degree or Master's degree + 60 units
- B. Master's degree + two (2) years of work experience

Class (Column) I

- A. Earned Ph.D or Ed.D.
- B. Earned Ph.D or Ed.D.

Explanatory Notes:

A Track: All faculty in disciplines for which the minimum qualifications* are a Master's degree.

B Track: All faculty in disciplines for which a Master's degree is not generally expected or required.*

Work experience must be in the faculty member's specialized vocational area.

Highest initial placement is Step 8

* As defined in the "Minimum Qualifications for Faculty in California Community Colleges," issued by the Human Resources Division of the Chancellor's Office, California Community Colleges.

Effective: July 1, 2004

Board Approved: May 27, 2004

APPENDIX A-2a
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
2006-07 COMPENSATION SCHEDULE
FOR NON-INSTRUCTIONAL, SUBSTITUTE, AND
NON PAY-FOR-COURSE WORK

Lecture Classes Per Hour:	\$55.49
Lab Classes Per Hour:	\$46.86
Clinical Classes Per Hour:	\$46.86
Non-Instruction Work Per Hour:	\$43.16

If a class is canceled, the instructor will be paid for a maximum of four (4) hours or for the first class meeting, whichever is less. Short term and/or intensive classes will be pro-rated according to the schedule below.

<u>Total Semester Hours for Class</u>	<u>Hours of Compensation</u>
16 or less	1
17 - 32	2
33 - 48	3
49 or more	4

Effective January 1, 2008

APPENDIX A-2b
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
2006-07 COMPENSATION SCHEDULE PAY-FOR-COURSE

Pay-for-course establishes the compensation for teaching a course, regardless of holidays or the number of weeks in a term. There will be a per-course rate that is the same for all instructors. The concept is that the pay-for-course salary will be paid at the maximum hourly rate for the number of (1) Lecture; (2) Lab; (3) Clinical work hours as calculated over a seventeen (17) week semester.

Part-time faculty members will be paid an additional four hours of professional time (student contact, orientation, committee work, mentoring sessions, etc.) per course for courses of at least one unit credit. The maximum professional time that may be compensated is eight hours. Along with this professional time, there will be an additional four hours specifically designated for student contact, per course for courses of at least one unit credit. The maximum supplemental student contact time that may be compensated is eight hours.

Verification of the above time must be submitted to the Instruction Office of each campus on forms provided by that office.

The performance of these hours is optional but strongly encouraged.

Effective July 1, 2006
Amended May 8, 2006

APPENDIX A-3

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

COACHING PAY SCHEDULE

HEAD COACHING STIPEND FOR ALL SPORTS:

\$6764

With the concurrence of the individuals involved, a coaching responsibility may be shared by more than one, the coaching pay to be divided equally.

ASSISTANT COACHING STIPEND FOR ALL SPORTS:

Step 1	\$3642
Step 2	\$4162
Step 3	\$4683

1. No more than two seasons of teaching/coaching experience will be allowed for initial placement on the pay schedule.
2. One step increase per year shall be granted for each season completed.
3. With the concurrence of the individuals involved, a coaching responsibility may be shared by more than one, the coaching pay to be divided equally.

Effective July 1, 2006
Amended May 8, 2006

**Appendix A-4
Compensation for Faculty Chair:**

Whereas the District and the Association entered into a Tentative Agreement regarding the job description for faculty chair on October 20, 2005.

Whereas it is the intent of the District and Association to assure that Faculty Chairs are fairly compensated by receiving an annual stipend.

For compensation purposes, the amount of the stipend will be determined by the following process:

- (1) The amount of (FTEF) assigned to full-time contract/regular faculty including any overload and;
- (2) The amount of (FTEF) assigned to temporary (part time) faculty
- (3) Add these amounts for the previous fiscal year (Summer/Fall/Spring), then divide by two to establish placement on the compensation table below

Full-Time Equivalent Faculty (FTEF) in Department	Stipend
(1) 1.0 - 4.49	\$5000 (\$500 per month)
(2) 4.50 - 8.49	\$6000 (\$600 per month)
(3) 8.50 - 12.49	\$7,000 (\$700 per month)
(4) 12.50 - 16.49	\$8,000 (\$800 per month)
(5) 16.50 - 20.49	\$9,000 (\$900 per month)
(6) 20.50 or greater	\$14,000 (\$1400 per month)

Reassigned Time Buy Back Options:

- Levels 1 & 2 No buy back option
- Levels 3 & 4 Buy back limited to one class per year *
- Levels 5 & 6 Buy back limited to one class per semester *

***Buy Back Conditions:**

- (1) In order to perform the duties of Faculty Chair any eligible Chair may exchange the appropriate hourly dollar cost of a temporary faculty replacement to be deducted from their stipend for up to a .267 load.
- (2) If a Faculty Chair elects to exchange any stipend amount for reassigned time they will not be allowed to accept any overload assignment that semester unless there is prior written approval from the Chancellor.
- (3) Those who are eligible and who chose to buy-back reassigned time shall coordinate a schedule for the equivalent percentage of reassigned time with their immediate supervisor.

Based on a 40-hour workweek, the additional minimum of five (5) hours per week to perform required responsibilities that is expected of full-time faculty, will be reduced accordingly.
- (4) No buy back option for non-instructional faculty (i.e. counselors).

Effective July 1, 2006

Adopted by the Board of Trustees on June 8, 2006

APPENDIX A-4a

Memorandum of Understanding (Addendum) Compensation for Faculty Chair

This Memorandum of Understanding is between the San Bernardino Community College District (hereinafter District) and the San Bernardino Community College District Chapter CTA/NEA (hereinafter Association).

Whereas, the District and the Association have agreed, conditional on the Board authorizing the District to accept the Association's counter-proposal dated April 18, 2006 with respect to compensation for Faculty Chair (Appendix A-4) and,

Whereas, the District and the Association recognize the complexity in implementation, effective with the 2006-2007 academic year, of the formula for determining the amount of stipend paid to Faculty Chairs by calculating the FTEF (full-time and part-time faculty) and using the Spring 2005, Fall 2005 and Summer FTEF and,

Whereas, the District and the Association agree that for the 2006-2007 academic year only, Fall 2005 FTEF will be used as the basis for calculating the amount of stipends and,

Furthermore, in that Summer 2005 will not be counted for the purpose of calculating FTEF and, in the recognition of fair and equitable compensation, the District and Association agree to add a factor of .20 to the 2005 FTEF and adjust the stipend accordingly for the 2006-2007 academic year only.

It is expressly understood that any adjustment by virtue of applying the .20 factor will have no impact whatsoever on the buy-back option for reassigned time.

This memorandum is hereby executed by representatives of the District and the Association on May 8, 2006.

For the District:

For the Association:

Trudy M. Largent,
SBCCD Chief Negotiator

Ralph Rabago
BCCD CTA/NEA Chief Negotiator

Adopted by the Board of Trustees on June 8, 2006

APPENDIX A-4b

FACULTY DEPARTMENT CHAIR JOB DESCRIPTION

The Faculty Department* Chair, under the direction of the Dean or Associate Dean is responsible for coordination of the unit, ensuring that the quality of the program offered by the department meets the standards of the California Community College system and San Bernardino Community College District in particular and is able to serve the needs of a diverse student population.

*A department is an organizational unit defined by one or more district program codes or discipline tops codes and containing at least three full-time equivalent faculty members who provide instruction or service in one or more academic or vocational disciplines or service areas commonly recognized within the California Community College system.

DUTIES OF FACULTY DEPARTMENT CHAIR

1. Coordinates the preparation of documents for curriculum revisions or additions. If the initiating faculty member is not available, represents the interest of the department at the Curriculum Committee meetings, or recommends appropriate designee.
2. Collaborates with faculty and staff to ensure that the college catalogue is current and accurate in the areas of interest to the department.
3. Provides faculty leadership, coordinates and facilitates the preparation of departmental planning/program review documents in consultation with faculty and staff in the department.
4. Develops and recommends department course offerings and teaching or service schedules to the Vice President, Dean or Associate Dean working collegially with faculty and staff in the department to offer courses or services that meet student needs.
5. Develops and recommends to the appropriate administrator, the department's preliminary budget and initiates the purchase of instructional materials and supplies.
6. Coordinates the maintenance of departmental facilities, submits requests to the appropriate administrator for the purchase, maintenance, and repair of equipment.
7. Identifies and recommends candidates for the recruitment of all new part-time faculty and staff in the department.
8. Coordinates and verifies the selection, ordering and availability of textbooks for department.

9. May serve as peer evaluator or recommend an appropriate faculty designee for part-time faculty evaluations.
10. Maintains regular and effective modes of communication with administration, faculty, staff, students and community on areas of interest to the department and programs.
11. Regularly attends faculty chair meetings.
12. Attempt to initially resolve student-faculty concerns at an informal level.
13. Coordinates with the Vice President, Dean or Associate Dean in convening advisory board meetings as appropriate.
14. Verifies student completion of certificate requirements as appropriate.

Tentative Agreement: October 20, 2005
Adopted by the Board of Trustees on June 8, 2006

APPENDIX A-5

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

COORDINATOR I and II COMPENSATION

Coordinator I's shall receive an additional \$120.00 per month for each month employed in coordinating activities. Coordinator II's shall receive an additional \$240.00 per month for each month employed in coordinating activities. Starting in 1986-87 the Head Librarian at Crafton Hills College shall be a Coordinator I. In 1985-86 there were five (5) Coordinator II's in the District. A Coordinator II either (1) coordinates the work of at least six other employees, or (2) is responsible for coordinating a significantly large educational activity.

The assignment of employees to Coordinator I and Coordinator II shall be determined by the Chancellor and may be terminated at the discretion of the Chancellor upon thirty (30) days prior written notice. The establishment or abolition of any Coordinator I or Coordinator II position must be approved by the Board.

Effective July 1, 2006

Amended June 8, 2006

Adopted by the SBCCD Board of Trustees on May 27, 2004

APPENDIX B
SALARY SCHEDULE REGULATIONS
Effective July 1, 2005

A. CLASSIFICATION PLACEMENT FOR EMPLOYEES UPON INITIAL EMPLOYMENT BY THE DISTRICT.

1. Initial placement on the Salary Schedule in Appendix A-1 shall be made by the District within its discretion with consideration to applicable governmental vocational regulations and the scope of the employee's assignment. Initial placement on the Salary Schedule in Appendix A-1 shall be on either Track A or Track B.
2. To qualify for placement on Track B, the employee must be assigned to teach in a discipline for which a master's degree is not generally expected or required. After initial placement no change may be made between Tracks A and B unless the employee's assignment changes. Eighty percent of an employee's load excluding overload determines the track.
3. All earned units beyond the bachelor's degree must be earned subsequent to the date of the award of the bachelor's degree.
4. No course, semester units or degree shall be approved by the District for purposes of classification placement unless such course, semester units or degree was earned at an accredited institution of higher learning. A course, semester units or degree may be approved if the institution of higher learning was in the final stage of the accreditation process when the course, semester units or degree was completed; and accreditation is later granted within two (2) years.
5. No course, semester units, degree or work-related experience shall be approved by the District for purposes of classification placement unless such course, semester units, degree or work-related experience is reasonably related to the initial assignment of the employee.
6. All units are semester units. Quarter units shall be converted by multiplying them times a factor of two-thirds (2/3).

B. STEP PLACEMENT FOR EMPLOYEES UPON INITIAL EMPLOYMENT BY THE DISTRICT

1. Step placement credit for direct experience is given to:
 - instructors for teaching experience at the secondary or post secondary level at an accredited institution.
 - counselors for counseling experience,
 - librarians for librarian experience and
 - nursing instructors and college nurses for nursing experience.

2. No initial step placement credit shall be granted beyond step 8 for experience accrued within the last fourteen (14+) years as follows:

<u>Year's Experience</u>		<u>Step</u>
<u>Direct</u>	<u>Related</u>	
0	0-1	1
1	2	2
2	4	3
3	6	4
4	8	5
5	10	6
6	12	7
7+	14+	8

Credit for full-time teaching experience is allowed for full academic years only; fractional parts of a year less than one (1) academic year (from the first day of fall semester through the last day of spring semester) will be disregarded. Part-time teaching experience in a full academic term will be converted to a full-time equivalency in computing step placement. The combination of full-time and part-time teaching credit in any given academic year cannot exceed one year's credit.

Credit for counseling, librarian and nursing experience is allowed for full academic years only; fractional parts of a year less than one (1) calendar year will be disregarded.

3. Step placement credit is given for other work experience other than teaching which was gained within fourteen (14+) years from date-of-hire by the District. Work experience used for minimum qualifications may not be counted for step placement.

Credit for work experience will be on the basis of one step for each two (2) calendar years of work experience. The total of all years of work experience will be rounded down to an even number, then divided into two-year blocks.

Experience with any specific employer must be on a continuous, full-time basis for a minimum of six (6) months and be directly related to the individual instructional assignment in this District.

4. The credit allowed for the combination of full-time and part-time teaching and work experience in any academic year cannot exceed one year.
5. No initial step placement shall be made beyond step 8.

6. Evaluation of related experience is the responsibility of the Human Resources Office.
7. During the first year of employment, an employee who feels that his/her first step placement has been determined in an arbitrary or capricious manner may seek representation from the Association and appeal to the District Chancellor.
8. Sections A & B of Appendix B apply only to employees hired after April 1, 1997.

C. CLASSIFICATION ADVANCEMENT AFTER INITIAL PLACEMENT OF AN EMPLOYEE

Faculty members may apply for reclassification following their initial placement on the salary schedule based on either academic units or applied work experience gained subsequent to employment by the District. A change between tracks may not be made for reclassification purposes unless at least 80% of the new regular load has been changed to the new track.

The process for seeking approval of courses or applied work experience and applying for reclassification is as follows:

1. Academic Units
 - a. Applications for preliminary approval of course work must include:
 1. The full title, number and catalog description of the course;
 2. The name and accrediting agency of the institution of higher learning;
 3. A rationale for the requested approval;
 4. A complete transcript of all previously completed course work.
 - b. The rationale for courses submitted for credit toward salary reclassification must meet at least one of the following conditions:
 1. Related directly to employee's teaching field;
 2. Be consistent with the minimum qualifications necessary to maintain the employee's position with the District;
 3. Meet requirements for a degree in employee's teaching area;
 4. Be an appropriate course relating to the learning process or special student problems, e.g. problems unique to disadvantaged or minority students, gifted learners, or writing behavioral objectives for instructional purposes.

5. Add to the employee's professional competence if outside the employee's teaching field;
 6. Professional education and/or school administration courses may be accepted, providing they would aid the faculty member in understanding school law, finance and organization.
- c. No more than 15 semester units per school year (July through June), or more than 6 semester units per school semester, will be allowed toward change of classification unless the employee is on a sabbatical or a leave of absence for the purpose of full-time study.
 - d. No course shall receive preliminary approval by the Vice President if it is substantively similar in content or title to a course for which the employee previously received credit for either initial placement or reclassification.
 - e. No course or semester units shall be approved for classification advancement and no degree credit shall be granted unless such course, semester units or degree was earned at an institution of higher learning which has been accredited by a nationally recognized agency such as the Western Association of Schools and Colleges (WASC). The District reserves the right to determine, at the time of final review, and prior to the faculty member commencing academic work, if the accrediting agency is acceptable.
 - f. Course or semester units shall be approved for reclassification advancement, and degree credit shall be granted if the institution of higher learning was in the final stage of the accreditation process when the course, semester units or degree was completed and accreditation is later granted within two (2) years.
 - g. No course or semester units shall be approved for classification advancement or for degree credit unless the employee receives a letter grade of "C" or higher or receives a "Pass" designation on the "pass or fail" system.

2. Approval Process

- a. Credit for course work must receive preliminary approval by the appropriate Vice President.
- b. The Vice President shall process course approval requests and forward the results to the Vice Chancellor of Human Resources within fifteen (15) calendar days of receipt of the completed request.

- c. The Vice President may give preliminary approval to lower division courses for classification advancement only if such courses are directly related to the current assignment, or are directly related to a probably assignment in the immediate future, and such courses are generally equivalent in content to upper division or graduate courses.

In order to receive credit for lower division courses, the employee must include with his/her request a rationale which indicates how such courses are generally equivalent in content to upper division or graduate courses.

- d. After preliminary approval, the Vice President will forward all documentation to the Vice Chancellor of Human Resources.
- e. The Vice Chancellor of Human Resources will review the documentation for final approval and notify the applicant within five (5) working days in writing. Once the notification is received, the applicant may begin the course work.

3. Reclassification Process

- a. In order to receive classification advancement, an employee must file a letter of intent in the Human Resources Office before the last day of the spring semester for the following school year. Verification of successful completion of the course(s) with a passing grade must be submitted to Human Resources by July 1 of the school year in which the classification advancement shall take place.

Documentation of approved courses shall include a list of courses for which salary credit was previously approved, and a list of courses with a passing grade by July 1 of the school year in which the classification advancement shall take place.

- b. Once all verification of successful completion has been submitted to the Vice Chancellor of Human Resources, a recommendation for reclassification, including the effective date, will be submitted to the Board of Trustees for approval.

Applied Work Experience

1. Credit for applied work experience must be approved by the appropriate Vice President prior to undertaking the work.
2. The Vice President shall process approval requests within thirty (30) calendar days of receipt of the request.
3. Applications to the Vice President for approval of applied work experience must include:

- a. Full description of the type, location, and duration of the applied work experience and
 - b. A rationale for the requested approval, and
 - c. A list of goals the faculty member plans to accomplish through this applied work experience.
4. The rationale for applied work experience submitted for credit toward salary reclassification must meet, as a minimum, one of the following conditions:
- a. Related directly to employee's teaching field.
 - b. Meet FSA requirements necessary to employee's position with the District;
 - c. Be appropriate applied work experience relating to the learning process or special problems of student's e.g. problems of disadvantaged or minority students, the gifted learner or writing behavioral objectives of instructions;
 - d. Add to the employee's professional competence if outside the employee's teaching field;
5. One (1) unit of credit equivalency may be given for every eighty (80) hours of applied work experience or forty (40) hours of relevant training approved by the District.

A maximum of six (6) units of credit equivalency will be considered per summer. Such applied work experience (voluntary or paid) must be at different facilities or entail a different aspect of the person's skill area. The applied work experience will be considered for summer only or while on leave.

6. In order for applied work experience to be approved for classification advancement, the employee must submit:
- a. A statement of how the applied work experience enables the employee to meet his/her goals and
 - b. A letter from the supervisor in the applied work experience setting validating and evaluating the faculty member's participation.
7. Effective Spring semester 1997, in order to receive a classification advancement an employee must file a letter of intent in the Human Resources Office before the last day of the spring semester for the following school year, and be eligible for the classification advancement effective at the beginning of the school year in which the classification advancement shall take place.

Documentation of approved applied work experience must be submitted with the application.

8. If an employee believes that a course or work experience has been arbitrarily or capriciously disapproved or unfairly evaluated, he/she may seek Association representation and appeal to the Vice Chancellor, Human Resources. If unsatisfied at that level, the employee may then appeal to the District Chancellor.

D. STEP ADVANCEMENT AFTER INITIAL PLACEMENT

1. An employee on sabbatical leave shall progress on the salary schedule in the same way as he/she would have had he/she remained in service in the District.
2. An employee on a leave of absence, not a sabbatical leave, for one (1) semester or less shall progress on the salary schedule in the same way as he/she would have had he/she remained in teaching service in the District for the full year.
3. An employee on a leave of absence for more than a semester, not a sabbatical leave, shall not be granted a step increase on the salary schedule for the school year that the employee was on a leave of absence.
4. An employee hired for the entire Spring semester will advance in step the following year. If the total time teaching for the District is less than one semester, no step advancement will be granted.
5. No more than one (1) year of combined work experience and teaching experience may be earned in any one academic year.

E. DESCRIPTION OF SEVEN CLASSIFICATIONS

Class (Column) C

- A. Bachelor's degree or less
- B. Associate's degree + six (6) years of work experience

Class (Column) D

- A. Master's degree
- B. Associate's degree + 45 units + six (6) years of work experience **or** Bachelor's degree + two (2) years of work experience

Class (Column) E

- A. 55 units beyond Bachelor's degree including Master's degree or Master's degree + 15 units
- B. Associate's degree + 75 units + six (6) years of work experience or Bachelor's degree

Class (Column) F

- A. 70 units beyond Bachelor's degree including Master's degree or Master's degree + 30 units
- B. Bachelor's degree + 30 units + two (2) years of work experience

Class (Column) G

- A. 85 units beyond Bachelor's degree including Master's degree or Master's degree + 45 units
- B. Bachelor's degree + 45 units + two (2) years of work experience

Class (Column) H

- A. 100 units beyond Bachelor's degree including Master's degree or Master's degree + 60 units
- B. Master's degree + two (2) years of work experience

Class (Column) I

- A. Earned Ph.D. or Ed.D.
- B. Earned Ph.D. or Ed.D.

A Track: All faculty in disciplines for which the minimum qualifications* are a Master's degree.

B Track: All faculty in disciplines for which a Master's degree is not generally expected or required.*

Work experience must be in the faculty member's **specialized vocational area**.

*As defined in the "Minimum Qualifications for Faculty in California Community Colleges," issued by the Human Resources Division, Chancellors Office, California Community Colleges.

Effective July 1, 2005
Amended May 12, 2005

APPENDIX C

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
APPLICATION FOR FSA ASSIGNMENT**

Name _____ Date _____

FSA(s) Requested _____

Basis for Request:

Education: _____

Experience: _____

Approved:___ Denied:___ _____

Signature
Human Resources Office

Basis for Decision: _____

FULL COMMITTEE REVIEW

Date Appealed:_____ Approved:_____ Denied:_____

Basis for Decision: _____

Application must be received by the District on or before January 15 in order to be considered in any proceeding pursuant to Section 87743 during the academic year in which the application is received.

FACULTY SERVICE AREAS

Accounting
Agriculture
Anthropology
Art
Astronomy
Biological Sciences
Business
Business Education
Chemistry
Child Development/Early Childhood Education
Computer Science
Counseling
Dance
Dietetics
Drama/Theater Arts
Earth Science
Ecology
Economics
Education
Engineering
Engineering Technology
English
ESL
Ethnic Studies
Family & Consumer Studies/Home Economics
Film Studies
Foreign Languages
Geography
Gerontology
Health
Health Services Director/Coordinator/College Nurse
History
Humanities
Instructional Design/Technology
Interdisciplinary Studies
Journalism
Law
Learning Assistance
Library Science
Linguistics
Management
Marketing
Mass Communication
Mathematics
Music
Nursing
Nutritional Science/Dietetics
Philosophy
Photography
Physical Education
Physical Sciences
Physics/Astronomy
Political Science
Psychology
Reading
Recreation Administration
Religious Studies
Social Science
Sociology
Special Education

Speech
Theater Arts
Women's Studies

Disciplines in Which a Master's Degree
Is Not Generally Expected or Available

Addiction Paraprofessional Training
Administration of Justice
Aeronautics
Agricultural Business & Related Services
Agricultural Engineering
Agricultural Production
Air Conditioning, Refrigeration, Heating
Animal Health Technology
Animal Training & Management
Appliance Repair
Archeological Technology
Architecture
Athletic Training
Auto Body Technology
Auto Mechanics
Aviation
Banking & Finance
Barbering
Bicycle Repair
Bookbinding
Broadcasting Technology
Building Codes & Regulations
Building Maintenance
Business Machine Technology
Cabinet Making
Cardiovascular Technology
Carpentry
Coaching
Commercial Art
Commercial Music
Ceramic Technology
Computer Information Systems
Computer Service Technology
Construction Management
Construction Technology
Cosmetology
Court Interpreting
Court Reporting
Culinary Arts/Food Technology
Dental Technology
Diagnostic Medical Terminology
Diesel Mechanics
Dietetic Technician
Drafting
Electricity
Electromechanical Technology
Electronics
Electronic Technology
Electromicroscopy
Electroplating
Emergency Medical Technologies
Engineering Support
Environmental Technologies
Equine Science
Estimating

Fabric Care
Fashion & Related Technologies
Fire Technology
Flight Attendant Training
Fluid Mechanics Technology
Folk Dance
Forestry/Natural Resources
Furniture Making
Graphic Arts
Gunsmithing
Health Care Ancillaries
Health Information Technology
Heavy Duty Equipment Mechanics
Hotel & Motel Services
Industrial Design
Industrial Maintenance
Industrial Relations
Industrial Safety
Industrial Technology
Interior Design
Insurance
Janitorial Services
Jewelry
Labor Relations
Legal Assisting
Library Technology
Licensed Vocational Nursing
Locksmithing
Machine Tool Technology
Manufacturing Technology
Marine Diving Technology
Marine Engine Technology
Masonry
Materials Testing Technology
Media Production
Medical Insurance Repair
Mining & Metallurgy
Mortuary Science
Motorcycle Repair
Multimedia
Music Management
Music Merchandising
Musical Instrument Repair
Nursing Science/Clinical Practice
Occupational Therapy Assisting
Office Technologies
Ornamental Horticulture
Pharmacy Technology
Photographic Technology/Commercial Photography
Physical Therapy Assisting
Piano Tuning & Repair
Plastics
Plumbing
Printing Technology
Private Security
Prosthetics & Orthotics
Psychiatric Technician
Public Relations
Radiological Technology
Radiation Therapy
Real Estate
Rehabilitation Technician

Respiratory Technician
Respiratory Technologies
Restaurant Management
Retailing
Robotics
Sanitation & Public Health Technology
Search & Rescue
Sheet Metal
Ship & Boat Building & Repair
Shoe Rebuilding
Sign Language
Small Business Development
Small Engine Mechanics
Stagecraft
Steam fitting
Surgical Technology
Telecommunication Technology
Transportation
Travel Services
Upholstering
Vision Care Technology
Watch & Clock Repair
Welding

APPENDIX D

TELECOMMUTING

Telecommuting schedules shall ensure that the bargaining unit members are available to meet the needs of the students, the department, and campus responsibilities.

For set office hours, faculty shall list on their course syllabus the days/hours they are available on campus and off-campus (listing the phone they can be reached at).

Unit members must be accessible in the pre-set, arranged time they are telecommuting. The person can be reached by a variety of ways: telephone, pager, voice mail, answering machine or fax. Return calls must be made within 15 minutes, unless other arrangements have been made with their department.

Adopted by the SBCCD Board of Trustees on January 13, 2000

APPENDIX E
PART-TIME FACULTY ACCESS TO A GROUP HEALTH BENEFIT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the San Bernardino Community College District (hereinafter District) and the San Bernardino Community College District Chapter CTA/NEA (hereinafter Association).

The District and the Association agree to accomplish the following objectives:

1. The District and the Association will explore the possibility of finding a group health plan that will provide coverage to part-time faculty members.
2. The District and the Association will explore a process whereby part-time faculty members can access such a health plan.
3. The District and the Association will explore the possibility of funding sources that may provide support for the part-time faculty members who elect to participate in such a health plan.

The District and the Association shall complete the objectives stated above during the 2006-07 academic year. The results may be used by the parties in subsequent negotiations. However, it is understood that neither party is bound by any of the information gathered during the process.

This memorandum is hereby executed by representatives of the District and the Association on May 8, 2006.

For the District:

For the Association:

Trudy M. Largent
SBCCD Chief Negotiator

Ralph Rabago
SBCCD CTA/NEA Chief Negotiator

Adopted by the Board of Trustees on June 8, 2006

TABLE I: WHOLE HOURS

<u>Hours/Week</u>	<u>Lecture 15 Hours</u>	<u>Lab 21 Hours</u>	<u>Clinic 24 Hours</u>	<u>Library/Nurses Counseling 35 Hours</u>	<u>Hours/Week</u>
1	0.066667	0.047619	0.041667	0.028571	1
2	0.133333	0.095238	0.083333	0.057143	2
3	0.200000	0.142857	0.125000	0.085714	3
4	0.266667	0.190476	0.166667	0.114286	4
5	0.333333	0.238095	0.208333	0.142857	5
6	0.400000	0.285714	0.250000	0.171429	6
7	0.466667	0.333333	0.291667	0.200000	7
8	0.533333	0.380952	0.333333	0.228571	8
9	0.600000	0.428571	0.375000	0.257143	9
10	0.666667	0.476191	0.416667	0.285714	10
11	0.733333	0.523810	0.458333	0.314286	11
12	0.800000	0.571429	0.500000	0.342857	12
13	0.866667	0.619048	0.541667	0.371429	13
14	0.933333	0.666667	0.583333	0.400000	14
15	1.000000	0.714286	0.625000	0.428571	15
16		0.761905	0.666667	0.457143	16
17		0.809524	0.708333	0.485714	17
18		0.857143	0.750000	0.514286	18
19		0.904762	0.791667	0.542857	19
20		0.952381	0.833333	0.571429	20
21		1.000000	0.875000	0.600000	21
22			0.916667	0.628571	22
23			0.958333	0.657143	23
24			1.000000	0.685714	24
25				0.714286	25
26				0.742857	26
27				0.771429	27
28				0.800000	28
29				0.828571	29
30				0.857143	30
31				0.885714	31
32				0.914286	32
33				0.942857	33
34				0.971429	34
35				1.000000	35

Notes:

1. This table includes teaching hours only. In addition to teaching, full-time teachers and counselors are expected to hold office/preparation hours (5 hours per week), serve on college and district committees, and participate in professional activities. Librarians and nurses serve on college and district committees and participate in professional activities as part of their 35 hour workweek.
2. Teaching hours above are based on full-semester length courses.
3. For short-term classes: (1) Compute total number of hours that the class meets; (2) divide by the number of weeks in the semester (usually 18); and (3) go to the table(s) for the appropriate F.T.E.
4. See Table II for "Fractions of an Hour."

**FULL-TIME EQUIVALENCY (F.T.E.) LOAD
TABLE II: FRACTIONS OF AN HOUR**

<u>Hours/Week</u>	<u>Lecture 15 Hours</u>	<u>Lab 21 Hours</u>	<u>Clinic 24 Hours</u>	<u>Library/Nurses Counseling 35 Hours</u>	<u>Hours/Week</u>
0.01	0.000667	0.000476	0.000417	0.000286	0.01
0.02	0.001333	0.000952	0.000833	0.000571	0.02
0.03	0.002000	0.001429	0.001250	0.000857	0.03
0.04	0.002667	0.001905	0.001667	0.001143	0.04
0.05	0.003333	0.002381	0.002083	0.001429	0.05
0.06	0.004000	0.002857	0.002500	0.001714	0.06
0.07	0.004667	0.003333	0.002917	0.002000	0.07
0.08	0.005333	0.003810	0.003333	0.002286	0.08
0.09	0.006000	0.004286	0.003750	0.002571	0.09
0.10	0.006667	0.004762	0.004167	0.002857	0.10
0.11	0.007333	0.005238	0.004583	0.003143	0.11
0.12	0.008000	0.005714	0.005000	0.003429	0.12
0.13	0.008667	0.006190	0.005417	0.003714	0.13
0.14	0.009333	0.006667	0.005833	0.004000	0.14
0.15	0.010000	0.007143	0.006250	0.004286	0.15
0.16	0.010667	0.007619	0.006667	0.004571	0.16
0.17	0.011333	0.008095	0.007083	0.004857	0.17
0.18	0.012000	0.008571	0.007500	0.005143	0.18
0.19	0.012667	0.009048	0.007917	0.005429	0.19
0.20	0.013333	0.009524	0.008333	0.005714	0.20
0.21	0.014000	0.010000	0.008750	0.006000	0.21
0.22	0.014667	0.010476	0.009167	0.006286	0.22
0.23	0.015333	0.010952	0.009583	0.006571	0.23
0.24	0.016000	0.011429	0.010000	0.006857	0.24
0.25	0.016667	0.011905	0.010417	0.007143	0.25
0.26	0.017333	0.012381	0.010833	0.007429	0.26
0.27	0.018000	0.012857	0.011250	0.007714	0.27
0.28	0.018667	0.013333	0.011667	0.008000	0.28
0.29	0.019333	0.013810	0.012083	0.008286	0.29
0.30	0.020000	0.014286	0.012500	0.008571	0.30
0.31	0.020667	0.014762	0.012917	0.008857	0.31
0.32	0.021333	0.015238	0.013333	0.009143	0.32
0.33	0.022000	0.015714	0.013750	0.009429	0.33
0.34	0.022667	0.016190	0.014167	0.009714	0.34
0.35	0.023333	0.016667	0.014583	0.010000	0.35
0.36	0.024000	0.017143	0.015000	0.010286	0.36
0.37	0.024667	0.017619	0.015417	0.010571	0.37
0.38	0.025333	0.018095	0.015833	0.010857	0.38
0.39	0.026000	0.018571	0.016250	0.011143	0.39
0.40	0.026667	0.019048	0.016667	0.011429	0.40
0.41	0.027333	0.019524	0.017083	0.011714	0.41
0.42	0.028000	0.020000	0.017500	0.012000	0.42
0.43	0.028667	0.020476	0.017917	0.012286	0.43
0.44	0.029333	0.020952	0.018333	0.012571	0.44
0.45	0.030000	0.021429	0.018750	0.012857	0.45
0.46	0.030667	0.021905	0.019167	0.013143	0.46
0.47	0.031333	0.022381	0.019583	0.013429	0.47
0.48	0.032000	0.022857	0.020000	0.013714	0.48
0.49	0.032667	0.023333	0.020417	0.014000	0.49
0.50	0.033333	0.023810	0.020833	0.014286	0.50

FULL-TIME EQUIVALENCY (F.T.E.) LOAD**TABLE II: FRACTIONS OF AN HOUR**

(continued)

<u>Hours/Week</u>	<u>Lecture</u> <u>15 Hours</u>	<u>Lab</u> <u>21 Hours</u>	<u>Clinic</u> <u>24 Hours</u>	<u>Library/Nurses</u> <u>Counseling</u> <u>35 Hours</u>	<u>Hours/Week</u>
0.51	0.034000	0.024286	0.021250	0.014571	0.51
0.52	0.034667	0.024762	0.021667	0.014857	0.52
0.53	0.035333	0.025238	0.022083	0.015143	0.53
0.54	0.036000	0.025714	0.022500	0.015429	0.54
0.55	0.036667	0.026190	0.022917	0.015714	0.55
0.56	0.037333	0.026667	0.023333	0.016000	0.56
0.57	0.038000	0.027143	0.023750	0.016286	0.57
0.58	0.038667	0.027619	0.024167	0.016571	0.58
0.59	0.039333	0.028095	0.024583	0.016857	0.59
0.60	0.040000	0.028571	0.025000	0.017143	0.60
0.61	0.040667	0.029048	0.025417	0.017429	0.61
0.62	0.041333	0.029524	0.025833	0.017714	0.62
0.63	0.042000	0.030000	0.026250	0.018000	0.63
0.64	0.042667	0.030476	0.026667	0.018286	0.64
0.65	0.043333	0.030952	0.027083	0.018571	0.65
0.66	0.044000	0.031429	0.027500	0.018857	0.66
0.67	0.044667	0.031905	0.027917	0.019143	0.67
0.68	0.045333	0.032381	0.028333	0.019429	0.68
0.69	0.046000	0.032857	0.028750	0.019714	0.69
0.70	0.046667	0.033333	0.029167	0.020000	0.70
0.71	0.047333	0.033310	0.029583	0.020286	0.71
0.72	0.048000	0.034236	0.030000	0.020571	0.72
0.73	0.048667	0.034732	0.030417	0.020857	0.73
0.74	0.049333	0.035333	0.030833	0.021143	0.74
0.75	0.050000	0.035714	0.031250	0.021429	0.75
0.76	0.050667	0.036190	0.031667	0.021714	0.76
0.77	0.051333	0.036667	0.032083	0.022000	0.77
0.78	0.052000	0.037143	0.032500	0.022286	0.78
0.79	0.052667	0.037619	0.032917	0.022571	0.79
0.80	0.053333	0.038095	0.033333	0.022857	0.80
0.81	0.054000	0.038571	0.033750	0.023143	0.81
0.82	0.054667	0.039048	0.034167	0.023429	0.82
0.83	0.055333	0.039524	0.034583	0.023714	0.83
0.84	0.056000	0.040000	0.035000	0.024000	0.84
0.85	0.056667	0.040476	0.035417	0.024286	0.85
0.86	0.057333	0.040952	0.035833	0.024571	0.86
0.87	0.058000	0.041429	0.036250	0.024857	0.87
0.88	0.058667	0.041905	0.036667	0.025143	0.88
0.89	0.059333	0.042331	0.037083	0.025429	0.89
0.90	0.060000	0.042357	0.037500	0.025714	0.90
0.91	0.060667	0.043333	0.037917	0.026000	0.91
0.92	0.061333	0.043810	0.038333	0.026286	0.92
0.93	0.062000	0.044286	0.038750	0.026571	0.93
0.94	0.062667	0.044762	0.039167	0.026857	0.94
0.95	0.063333	0.045333	0.039583	0.027143	0.95
0.96	0.064000	0.045714	0.040000	0.027429	0.96
0.97	0.064667	0.046190	0.040417	0.027714	0.97
0.98	0.065333	0.046667	0.040833	0.028000	0.98
0.99	0.066000	0.047143	0.041250	0.028286	0.99
1.00	0.066667	0.047619	0.041667	0.028571	1.00