



AGREEMENT BETWEEN THE  
STATE CENTER COMMUNITY COLLEGE DISTRICT  
AND THE  
PART-TIME FACULTY BARGAINING UNIT  
STATE CENTER FEDERATION OF TEACHERS



JULY 1, 2018 – JUNE 30, 2021

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**ARTICLE I**  
**TERM OF AGREEMENT**

This Agreement between the State Center Community College District (“District”) and the State Center Federation of Teachers, Local 1533, CFT/AFT, AFL-CIO (“Federation”) covering part-time faculty members (hereinafter also referred to as part-time academic employees, unit members) is effective July 1, 2018 or on the date the Agreement is ratified and approved by both parties, whichever is later, and will remain in full force and effect through June 30, 2021.

## **ARTICLE II RECOGNITION**

The District recognizes the Federation as the sole and exclusive representative pursuant to Public Employment Relations Board (PERB) Case No. S-R-931 of those members of the part-time faculty bargaining unit which includes those faculty who work sixty-seven percent (67%) or less of a full-time load during the school year as part-time academic faculty, including part-time faculty on special assignment, who occupy positions which, if held full-time, would be included in the bargaining unit enumerated in the certification of the Educational Employment Relations Board dated March 24, 1977, Case No. S-R-555, as amended effective May 26, 1981. The unit excludes management, supervisory and confidential employees, and all classes, groups, and individuals not expressly included, such as Training Institute instructors.

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

**ARTICLE III**  
**EFFECT OF AGREEMENT**

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

**ARTICLE IV**  
**SUPPORT OF AGREEMENT**

During the term of this Agreement, the District agrees not to negotiate with any other organization on matters upon which the Federation is the exclusive representative and which is within the scope of representation, nor will the District attempt to negotiate privately or individually with the members of the bargaining unit or any person not officially designated by the Federation as its representative.

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

**ARTICLE V  
WAIVER OF BARGAINING**

Section 1. WAIVER:

- A. This Agreement shall constitute the full and complete commitment between both parties and shall supersede all previous agreements between the parties, both oral and written. This Agreement may be altered, changed, added to, deleted from, or modified, only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. The Federation acknowledges that during negotiations which preceded this Agreement, the Federation had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
  
- B. Except as otherwise specified in this Agreement, including, but not limited to any article necessary to address a formal recommendation from the accreditation reports, the Federation and the District agree that for the life of this Agreement neither party shall be obligated to negotiate collectively with respect to any subject of matter set forth in this Agreement, and the District and the Federation expressly waive and relinquish the right to bargain collectively on any subject or matter:
  - 1. Whether or not specifically referred to or covered in this Agreement;
  - 2. Even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement;
  - 3. Even though during negotiations the subjects or matters were proposed and later withdrawn

Unless there is mutual agreement by both parties to reopen negotiations on those specific subjects or matters.

Section 2. BEGINNING NEGOTIATIONS

The District and Federation agree that except as expressly set forth herein, including any article necessary to address a formal recommendation from the accreditation reports, this contract shall not be subject to reopening on any item for the duration of the Agreement or unless mutually agreed to in writing by both parties. Neither party is obligated to agree to reopen this contract except as stated herein, and any agreement to reopen this contract must be signed in writing by the parties. The contract will run through June 30, 2021. Initial proposals for a successor contract shall not be presented earlier than July 1, 2020.

### Section 3. REOPENER NEGOTIATIONS

For the purpose of addressing a formal accreditation recommendation, during the fiscal year 2018-19 either party may reopen one (1) article contained in the Agreement upon written notice to the other party.

**ARTICLE VI**  
**SEVERABILITY AND SAVINGS**

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

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

**ARTICLE VII  
MAINTENANCE OF OPERATIONS**

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

**ARTICLE VIII  
PAST PRACTICES**

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

## **ARTICLE IX FEDERATION RIGHTS**

### **Section 1. PUBLIC INFORMATION:**

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

### **Section 2. NEW EMPLOYEE ORIENTATION:**

New Employee Orientation means the onboarding meeting of a newly hired public employee, whether in person, online or through other means or mediums, in which unit members are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment related matters.

When the District or College holds a new employee orientation meeting for part-time faculty, the District shall provide the Federation access to its new employee orientation meeting, and the Federation shall receive not less than ten (10) days-notice in advance of any District or College new employee orientation meetings.

During new employee orientation, the Federation shall be entitled to a five (5) minute period scheduled on the orientation agenda, as well as one (1) thirty (30) minute period for the Federation to meet with new hires, immediately before or after the orientation meeting set by the District.

The District shall provide the Federation with the numbers of new employees attending the orientation no less than ten (10) business days prior to the orientation, so that the Federation can prepare to provide each new unit member with information about the Federation and its benefits.

### **Section 3. EMPLOYEE LISTS:**

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

### **Section 4. FEDERATION OFFICIALS:**

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

submitted, subject to the following limitation:

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

Section 5. MAILBOX USAGE:

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

Section 6. BULLETIN BOARD USAGE:

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

Section 7. EQUIPMENT USAGE:

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

Section 8. FACILITIES USAGE:

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

Section 9. POSTAGE MACHINE:

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

Section 10. TELEPHONE USAGE:

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

Section 11. DUES DEDUCTIONS & ORGANIZATIONAL SECURITY:

As a condition of employment, all eligible unit members covered by this Agreement shall execute a choice to designate for payroll deduction one (1) of the following: (A) Federation membership

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dues; (B) fair share service fee; or (C) a contribution to a non-religious, non-labor charitable fund under Section 501(c)(3) of Title 26 of the Internal Revenue Code, if he/she qualifies for a religious accommodation. Any dispute over the eligibility of a unit member shall be resolved at any step in the following procedure: (1) investigation by the Federation; (2) meeting(s) between the Federation and the unit member; and (3) the Grievance Procedure of this Agreement.

#### A. Organizational Security Through Union Membership and Fair Share

##### 1. Authorization for Deduction of Union Membership Dues and Fair Share Fees:

- a. The District will deduct from the pay of each unit member and pay to the Federation the normal and regular monthly Federation membership dues and fair share service fees as voluntarily authorized, in writing, by the unit member or fair share fee payer on the District approved form.
- b. The District agrees to deduct dues in uniform amounts from all eligible Federation members and fair share service fee payers within the unit recognized and enumerated in Article II who have signed an authorization card for such deduction (dues/fee checkoff) in a form approved by the District, and subject to the following:
  - i. Such deduction shall be made only upon the submission on a District-approved form of a duly-executed and revocable authorization by the unit member or fair share service fee payer in accordance with provisions outlined in Sections 12(A)(2) and 12(A)(3) below;
  - ii. The District shall not be obligated to put into effect any new, changed, or discontinued deduction unless the change is in the District payroll office prior to the tenth (10th) of the month;
  - iii. Dues shall be deducted from warrants from each month of the twelve (12) month fiscal year.

##### 2. Maintenance of Membership for Union Member

Every Union member, regardless of authorization date, shall maintain his or her membership in good standing with the Federation including the dues checkoff provision in A(1)(a) and A(1)(b) above, for the duration of the applicable collective bargaining agreement (CBA). However, any member has the right to terminate his or her membership within a period of thirty (30) days following the expiration of a written CBA, regardless of whether the Agreement has been extended or superseded. In such case, the member shall become an organizational security fair share fee payer, subject to the provisions of this Agreement, the Federation's procedures, and the law.

##### 3. Maintenance of Membership for Fair Share Service Fee Payer

A fair share fee covering non-members of the Federation, fair share fee payers, shall remain in effect unless it is rescinded pursuant to the procedures of the Educational Employment Relations Act (EERA), or if held invalid by operation of law or by a court of competent jurisdiction, as provided under Article VI (Severability and Savings) of this

Agreement and shall be subject to the grievance and arbitration provisions of this Agreement, except that the arbitration shall be expedited.

B. Notwithstanding any other provision of this Article, any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such employee is required, in lieu of payment of dues or service fees to the Federation, to pay sums equal to such service fee to a nonreligious, nonlabor organization, charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, and chosen by such employee from the following list of such funds:

1. State Center Community College District Foundation
2. Community Food Bank
3. Marjaree Mason Center

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

C. The Federation shall indemnify and hold the District harmless for any and all claims, demands, or suits, or other action arising from the organizational security provisions contained herein.

#### Section 12. RELEASED TIME:

##### Released Time for Federation Officers

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

- A. A unit member may be released 0.20 FTE per year except in cases where the College/Campus President determines that such release would have a significant adverse impact upon a college program.
- B. Such allocation shall be based on whole courses.
- C. Such 0.20 FTE released time shall be calculated based on the District load policy.
- D. All released time shall be reimbursed to the District by the Federation based upon Salary Schedule C1 Lecture, Class IV, Step 4.
- E. The cost of 0.20 FTE and any additional overages shall be billed to the Federation by the District at the end of the fiscal year for actual time used.

### Section 13. FEDERATION/DISTRICT CONSULTATION:

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

#### Definition:

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

### Section 14. FEDERATION ADVISEMENT:

- A. The Federation has the right to consult on the definition of educational objectives, institutional direction or purpose, and the determination of the content of courses and curriculum.
- B. To provide for the consultation process, the following channels may be used:
  - 1. The Federation shall have the right to add a representative to the following committees:
    - a. Educational Coordinating and Planning (ECPC)
    - b. Equal Employment Opportunity (EEO)
    - c. Curriculum and Instruction
  - 2. The Federation/District consultation process (Article IX, Section 13) may be used by either party to discuss the subject areas covered under Section 14(A) of this article.
  - 3. Other committees to which appointments by the Federation can be made shall be determined only through mutual agreement between the Federation and the College/Campus President.
    - a. A unit member may be released one (1) FTE per year except in cases where the College/Campus President determines that such release would have a significant adverse impact upon a college program.

- b. Such allocation shall be based on whole courses.
  - c. Such two (2) FTE released time shall be calculated based on the District load policy.
  - d. All released time shall be reimbursed to the District by the Federation based upon Salary Schedule C1 Lecture, Class IV, Step 4.
4. The cost of one and one-half (1.5) and any additional overages shall be billed to the Federation monthly dues payments by the District at the end of the fiscal year for actual time used. The District shall be responsible for only the amount of up to one-half (0.5) FTE which shall be utilized before the Federation is charged.
  5. The Federation will provide the Chief Human Resources Officer with a list of officers and associated release time for the academic year three (3) weeks prior to the beginning of the academic year.
- C. For Federation Executive Council Members' or Delegates' Attendance at Conference and Seminars
1. The District agrees to grant the Federation Executive Council members or delegates released time for attendance at conferences and seminars pertaining to labor relations activities. No District payment shall be made for travel, rooms, meals or related expenses.
  2. Such released time shall be requested to the Chief Human Resources Officer or designee, whenever possible, two (2) weeks or more in advance of such conference or seminar with a copy to the unit member's immediate supervisor.
  3. Such released time cumulatively shall not exceed one hundred and fifty (150) teaching hours during any fiscal year, and no one (1) member shall exceed one fifth of the total days.
  4. All such released time over fifty (50) teaching hours shall be reimbursed to the District by the Federation based upon Governing Board Policies, Salary Schedule C1 Lecture, Class IV, Step 4.
- D. For Negotiations
1. A maximum of three (3) (or the same number as the District's team, whichever is greater) authorized unit members of the Federation Bargaining Committee shall be released from their regular work duties, with pay, if negotiation meetings with management are scheduled during the working hours of the unit members involved.
  2. The District may, where required, provide substitutes for such classes as may be missed by these three (3) unit members (or the same number as the District's team, whichever is greater)

E. For Member Representation

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

**ARTICLE X  
MANAGEMENT RIGHTS**

Section 1.

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

Section 2.

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

Section 3.

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

**ARTICLE XI - A**  
**NONDISCRIMINATION**

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

## **ARTICLE XI - B SAFETY**

### Section 1. SAFE EDUCATIONAL AND WORK ENVIRONMENT:

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

### Section 2. SAFETY COMMITTEE:

The Districtwide Facilities and Safety Committee (DWFSC), in addition to campus safety committees, will review, and may make recommendations in line with established governance process regarding, health, safety, sanitation, and security concerns

### Section 3. REPORTING VIOLATIONS:

- A. Unit members are required to report safety concerns that they observe to their supervisor, the DWFSC, the campus safety committee, or the Director of Environmental Health & Safety. Unit members may also submit an online work order for health and safety issues, which will allow the unit member to track the progress and view the status of any actions taken.
- B. When the District receives a written report of unsafe condition which poses a serious and immediate threat to the health or safety of any unit member, the District shall investigate the allegations and take appropriate actions in a timely manner, as required by law.
- C. The individual bargaining unit member forwarding a written report of an unsafe condition may request information relating to action(s) taken as a result of his or her report pursuant to the California Public Records Act.

### Section 4. SAFETY REPORTS:

Each year the District is required by OSHA to post a summary of work-related injuries/illnesses for the prior year using OSHA Form 300A. Copies are posted at all District sites and may be requested, as required by the California Public Records Act, from the office of the Vice Chancellor, Finance and Administration. The Clery Act requires that the District post an annual security report. This report is available on the homepage of the District and College websites.

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

Section 1. DISTRICT POLICY:

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

Section 2. NEW PRACTICES:

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

Section 3. LECTURE HOUR EQUIVALENTS FOR LARGE GROUP INSTRUCTION:

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

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

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

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

Section 4. WORK WEEK:

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

#### Section 5. OFFICE HOURS:

Part-time unit members, while not required to have scheduled office hours, in many cases provide office hours to students for consultation and advising as it pertains to their individual teaching assignments.

In an effort to contribute to the success of students, on a pilot basis beginning in Fall 2018 and continuing through June 30, 2021 only, the District will budget one hundred thousand dollars (\$100,000) for the year to provide for a limited number of paid office hours for part-time unit members for both the fall and spring semesters. The budgeted amount will be distributed equally over fall and spring and any amounts not used will be rolled over to the following academic year to supplement the budgeted one hundred thousand dollars (\$100,000). Distribution and allocation of office hours among the three (3) colleges will be based on FTES from the prior academic year.

Office hours may be conducted either face-to-face or online. No more than twenty percent (20%) of these total office hours may be conducted online. The time of the weekly office hour shall be in writing and communicated to the students via the course syllabus and the college's learning management system. All office hours must be at least fifty (50) minutes in length or two (2) twenty-five (25) minute sessions. Office hours may not be scheduled consecutively. Office hours must be scheduled during a time that students are reasonably expected to be available.

In order to be eligible for consideration for paid part-time unit member office hours, a part-time unit member must teach at least five (5) lecture hour equivalents. Part-time unit member office hours are potentially available to those part-time unit members who choose to apply for office-hour funding.

Part-time unit members who are interested must complete the appropriate request form by Friday of the first week of each semester. This form must be submitted to the Office of the Vice President of Instruction.

From a pool of applicants, office hour approval will be determined by the Deans of the Office of Instruction, in conjunction with the Vice President of Instruction.

The following criteria will be applied in selecting part-time unit members to be funded for office hours:

- A demonstrated student need in a course, which requires a significant amount of help outside of the class.
- A significant chance that contact with a part-time unit member during office hours will contribute to individual student success.
- Availability of funding.

Part-time unit members who meet these criteria may be selected to conduct, and be compensated for, up to ten (10) office hours for the first year, twelve (12) office hours for the second year, and fourteen (14) office hours for the third year to be held in weeks six (6) through seventeen (17) of each semester. Office hours will be communicated to students by the unit member providing an updated syllabus and notice on the college's learning management system. It is up to the unit member to identify an office hour location in collaboration with administration. A timesheet must be submitted by the end of week eighteen (18) to receive payment for approved office hours. Office hours will be paid the next pay date after the end of the semester.

At the end of each fiscal year the District will provide the Federation a list indicating the number of applicants, the unit members who receive office hours, and the total number of office hours each received for that particular fiscal year.

Compensation will be at the part-time unit member office hour rate of \$30 per hour.

#### Section 6. CALENDAR:

The number of days to be worked by part-time unit members shall be determined by their load assignment by the District.

#### Section 7. PART-TIME EMPLOYMENT-ASSIGNMENT:

A. Priority for assignment in a department/discipline per college/centers (Fresno City College, Reedley College, Clovis Community College, Madera/Oakhurst Community College Centers) beginning Fall 2017.

1. Part-time assignments shall generally be made on the basis of qualifications on a campus within each of the priorities set forth below unless the District determines the need to apply any of the factors in A-2.
  - a. Part-time faculty with re-hire preference in the department for an offer of continuing "comparable assignment".
  - b. Full-time overload.
  - c. Part-time faculty in the department for increased assignment, with approval of and recommendation of Department Chair and approval of immediate supervisor.
  - d. New applicants.

"Comparable Assignment" shall be defined to be as close as possible to a unit member's average load over the previous three (3) like semesters (fall to fall or spring to spring) in which the unit member had load, not including summer. In the event of a financial hardship, the District and the Federation mutually agree to meet to discuss temporarily suspending the comparable assignment definition to allow for the distribution of available sections to the maximum number of part-time unit members, following the re-hire preference order in Section 7(A) of this article.

2. Other assignment factors in addition to qualifications shall include breaks in service, performance during prior service, availability, and program needs.
- B. In accordance with the Education Code, part-time faculty are “temporary employees.” Nothing contained in this section or any article of this Agreement, places a legal obligation on the District to provide continuing employment for part-time faculty. Under extenuating circumstances, the Administration has the right to reduce or eliminate a part-time academic assignment at any time during the semester.
1. Beginning Fall 2017, all part-time unit members hired after this date will establish re-hire preference in a department/discipline on a given campus based on first date of hire, the unit member’s hiring for a fifth semester, service teaching at least six (6) sections, or working eight hundred sixty-four (864) hours in non-instructional positions, and all the factors as set out in Subsection A(2) above in a department/discipline on a campus in the District: Fresno City College and its centers, Reedley College and its centers (Madera and Oakhurst), or Clovis Community College and its centers.
  2. Unit members who worked prior to January 1, 1997, at both the North Centers (Willow/International, Madera Center, Oakhurst) and Reedley College, shall have the combined re-hire preference accrual at Reedley College.
  3. Unit members who have worked only at the North Centers (Willow/International, Madera Center, Oakhurst) will accrue re-hire preference only at the North Centers (Willow/International, Madera Center, Oakhurst).
  4. Part-time unit members who have established re-hire preference prior to July 1, 2012 will maintain their re-hire preference at those locations.
  5. Part-time unit members who establish re-hire preference on or after July 1, 2012 and before June 30, 2016 will establish their re-hire preference at Fresno City College and its centers or Reedley College and its centers (Madera and Oakhurst) or Clovis Community College (formerly Willow International Community College Center).
  6. Ties in re-hire preference shall be broken by lot.
  7. District-initiated involuntary breaks in service are those as a result of course cancellation, courses that “do not make,” or the replacement of a part-time unit member by a full-time unit member (contract or regular unit member of greater than sixty-seven percent (67%) FTE) to make load. The above identified District-initiated involuntary breaks shall not result in a loss of re-hire preference.
  8. Voluntary breaks in service will result in loss of re-hire preference. (Except as otherwise required by law, refer to 9 below)

Education Code section 87482.8(a) reads as follows: “Whenever possible, part-time faculty should be informed of assignments at least six (6) weeks in advance.” NOTE:

This is six (6) weeks prior to the start of the class; not the start of the semester.

If a part-time unit member rejects an offer of employment from the area administrator that was made in writing six (6) or more weeks prior to the assignment's start date, he/she shall have a voluntary break in service. The part-time unit member shall have two (2) weeks to accept or reject in writing the offer of employment. Failure to respond shall be considered a rejection. (Note: An offer and/or acceptance/rejection may be made via email. However, the "official" offer shall include all language contained in the District approved "Assignment Letter".

If an offer is made with less than six (6) weeks' notice and he/she declines, the assignment shall not be considered as a voluntary break in service as he/she may have had a reasonable doubt as to whether or not an offer would be made. The part-time unit member shall have five (5) business days to respond to the offer of employment.

If the assignment is offered two (2) weeks or less from the start date of the class, a same day response is required. Again, this shall not constitute a voluntary break in service.

9. Leave for the following reasons, shall not be a voluntary break in service and shall not result in loss of previously accrued re-hire preference.
  - a. Disability caused by or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom;
  - b. Infant care (up to the balance of the semester within which it occurs following childbirth and up to one (1) additional semester);
  - c. Parental leave; and
  - d. Unit members who retire from another employer which necessitates a leave due to the CalSTRS "Zero-Dollar Earning Limit" or the CalPERS "180-day wait period after retirement" provisions shall not be considered a voluntary break in service and shall not result in loss of previously accrued re-hire preference.
10. Appropriate supervisors shall maintain lists that establish re-hire preference and on written request shall provide such lists each semester to the Federation.

#### Section 8. FULL-TIME EMPLOYMENT VACANCY:

The top two (2) highest ranked of all current unit members, based on the recommendation of the screening committee, shall be invited to interview for a full-time faculty vacancy that is not filled through the transfer process.

The unit member shall be guaranteed an interview provided:

1. The unit member submits a completed District application and submits all required supporting application documents for the vacancy by the closing date/time listed in the

job announcement and meets the minimum qualifications for the position or is approved through the equivalency process.

2. For purposes of this section only, “current” means the unit member has an active assignment with the District during the academic year in which the application is submitted.
3. The provisions of this section shall not be grievable. Any objection, complaint, claim, or action that the College has violated or misapplied the provisions of this section shall be filed with the Division Dean, and if not resolved, may only be appealed to the College/Campus President whose decision shall be final and binding on the matter.

**ARTICLE XII**  
**EVALUATION OF FACULTY**

Section 1. EVALUATION OF FACULTY:

- A. The purpose of the evaluation process for unit members is to improve the quality of instruction, enhance academic growth, promote professionalism, and assess performance of unit members.
  
- B. Unit members will be evaluated based on criteria including the following:
  - 1. Responsive to the educational needs of students by exhibiting awareness of and sensitivity to the diversity of cultural backgrounds, gender, age, and lifestyles; variety of learning styles; and student goals and aspirations.
  - 2. Concern for student rights and welfare, respect for the opinions and concerns of students, and willingness to assist students.
  - 3. Maintenance of ethical standards in accordance with American Association of University Professors (AAUP) ethical standards statement (1940; revised 2009).
  - 4. Maintenance of workable relationships with colleagues.
  - 5. Demonstration of commitment to the profession (Code of Ethics).
  - 6. Specific criteria for each employee designations are as follows:
    - a. For Instructional Faculty:
      - 1. Knowledge of subject matter;
      - 2. Awareness of current developments and research in the field;
      - 3. Demonstration of effective communication with students;
      - 4. Effective use of teaching methods appropriate to subject matter, adherence to institutionally approved curriculum course outlines of record;
      - 5. Evaluation of student progress through tests and examinations, written assignments, oral responses, etc. in keeping with course objectives;
      - 6. Providing course syllabi to students;
      - 7. Maintaining classroom records in accordance with District Policy;
      - 8. Turning in all required student grading and evaluation reports in a timely manner.
  
    - b. For Coaches
      - 1. Work through the athletic director on all matters pertaining to athletics;
      - 2. Obtain final approval of the athletic director of all sports schedules;
      - 3. In accordance with established rules and regulations, recruit athletes within the District by being visible at the District high school campuses and actively recruiting on the District high school campuses;
      - 4. Maintain a businesslike working relationship and rapport with campus

- employees, organizations, District high school coaches, District communities and the various groups within these communities;
5. Maintain appropriate individual and team conduct and discipline;
  6. Complete in a timely manner necessary paperwork which serves the function of the program;
  7. Assume responsibility for securing information regarding eligibility of players, as appropriate;
  8. Field full and competitive teams; and
  9. Assume duties and responsibilities as delegated or assigned by the administration, athletic director, or head coach as they relate reasonably to the coaching assignment.
- c. For Coordinators
1. Shall be evaluated on the basis of their duties and responsibilities statement;
  2. Knowledge of subject matter;
  3. Awareness of current developments and research in the field;
  4. Demonstration of effective communication with students, faculty, staff and administration;
  5. Maintenance of appropriate records;
  6. Participation in institutional activities; and
  7. Participation on college and/or district committees as related to this position and as outlined in the appropriate job announcement for this position.
- d. For Counselors:
1. Evidence of appropriate counseling techniques as designated by review of student educational plans, career test interpretations, etc.;
  2. Maintenance of counseling session records in accordance with District Policies;
  3. Effective use of counseling methods appropriate to student need;
  4. Knowledge of subject matter;
  5. Awareness of current developments and research in the field;
  6. Demonstration of effective communication with students;
  7. Demonstration of respect for all students through the development of a warm and accepting environment;
  8. Maintenance of confidentiality of the counseling session;
- e. For Librarians:
1. Knowledge of library usage;
  2. Awareness of current developments and publications in the field;
  3. Demonstration of effective communication with students and faculty;
  4. Effective use of research methods appropriate to faculty and student needs;
  5. Awareness of college curricula;
  6. Maintenance of appropriate records.

- f. For Nurses:
  - 1. Knowledge of subject matter;
  - 2. Awareness of current development and research in the field;
  - 3. Effective communication with students;
  - 4. Effective use of nursing procedure;
  - 5. Evidence of appropriate nursing objectives which are met through a student evaluation of services;
  - 6. Appropriate maintenance of student records which protect the confidentiality of all service users;
  - 7. Evaluation of students' progress in keeping current with nursing protocols and public health procedures.
  
- C. The college administration shall be responsible for seeing that the evaluation process is followed as set forth in this section.
  
- D. Student evaluation will be provided through a standardized District student questionnaire.
  
- E. Unit members will be evaluated (at least) as follows:
  - 1. Their performance during their first semester of teaching or service by a team consisting of the immediate supervisor, or his/her designee, and/or a peer reviewer identified by the department chair.
  - 2. Their performance during their second and/or third semesters of teaching or service by the immediate supervisor, or his/her designee excluded from the bargaining unit, **and** a peer reviewer identified by the department chair.
  - 3. Their performance at least once every six (6) semesters of teaching or service thereafter by the immediate supervisor, or his/her designee, and/or a peer reviewer identified by the department chair.
  - 4. More frequent evaluation may occur in the event job performance is less than acceptable as determined by the immediate supervisor. Nothing in these provisions shall preclude student evaluations during any semester, regardless of whether the regular evaluation is being conducted. The unit member will be notified by the third week of any semester in which the regular evaluation is not being conducted, but student evaluations will be conducted.
  
- F. The evaluation process of unit members will include the following:
  - 1. Instructional Faculty
    - a. Classroom visitation(s) by members of the evaluation team as identified in Section (1)(E). Visitation dates and times shall take place between weeks six (6) and thirteen (13) (proportionately adjusted for short-term courses) scheduled within a three (3) week window announced to the unit member. (Both the

reviewer and immediate supervisor need not be present during the same classroom visitation.);

- b. Student questionnaires will be administered by members of the evaluation team as identified in Section (1)(E). Student evaluation will be provided through a standardized District student questionnaire.
- c. Only when the unit member's evaluation team for the semester includes the supervisor, or his/her designee not in the bargaining unit, will the duties and responsibilities evaluation be completed.
- d. The results of the evaluation shall, to the extent reasonably practicable, be discussed with the unit member. The unit member has the right to request a meeting with all evaluators to discuss the results of their evaluation(s). The unit member shall receive a copy of the evaluation as follows:
  - i. Fall semester – within seven (7) weeks after the end of the semester in which the evaluation was conducted.
  - ii. Spring semester – within six (6) weeks after the end of the semester/session in which the evaluation was conducted.

## 2. Counselors, Librarians, Nurses

- a. Visitation(s) by members of the evaluation team as identified in Section (1)(E). Visitation dates and times shall take place between weeks six (6) and thirteen (13), scheduled within a three (3) week window announced to the unit member. (Both the reviewer and immediate supervisor need not be present during the same visitation.);
- b. Student evaluations will be administered by members of the evaluation team as identified in Section (1)(E). Student evaluation will be provided through a standardized District student questionnaire.
- c. Only when the unit member's evaluation team for the semester includes the supervisor, or his/her designee not in the bargaining unit, will the duties and responsibilities evaluation be completed.
- d. The results of the evaluation process shall, to the extent reasonably practicable, be discussed with the unit member. The unit member has the right to request a meeting with all evaluators to discuss the results of their evaluation(s). The unit member shall receive a copy of the evaluation as follows:
  - i. Fall Semester – within seven (7) weeks after the end of the semester in which the evaluation was conducted.
  - ii. Spring Semester – within six (6) weeks after the end of the semester/session in which the evaluation was conducted.

## 3. Coaches and Coordinators

- a. Visitation(s) by members of the evaluation team as identified in Section (1)(E). Visitation dates and times shall take place between weeks six (6) and thirteen (13), scheduled within a three (3) week window announced to the unit member. (Both the reviewer and immediate supervisor need not be present during the same visitation.);

- b. Student evaluations will be administered by peer reviewer or immediate supervisor or his/her designee. Student evaluation will be provided through a standardized District student questionnaire.
- c. Only when the unit member's evaluation team for the semester includes the supervisor, or his/her designee not in the bargaining unit, will the duties and responsibilities evaluation be completed.
- d. The results of the evaluation process shall, to the extent reasonably practicable, be discussed with the unit member. The unit member has the right to request a meeting with all evaluators to discuss the results of their evaluation(s). The unit member shall receive a copy of the evaluation as follows:
  - i. Fall Semester – within seven (7) weeks after the end of the semester in which the evaluation was conducted.
  - ii. Spring Semester – within six (6) weeks after the end of the semester/session in which the evaluation was conducted.

#### Section 4. EVALUATION TIMELINE:

The following process is repeated each semester that the unit member is evaluated. (Consideration is given for courses scheduled in short-term formats).

- a. Committee established
- b. Immediate supervisor or his/her designee not in the bargaining unit begins “duties and responsibilities” evaluation. Only when the unit member's evaluation team for the semester includes the supervisor, or his/her designee not in the bargaining unit, will the duties and responsibilities evaluation be completed.
- c. Unit member submits copies of classroom records
- d. Classroom/peer visitations made by committee members
- e. Student questionnaires are administered (no earlier than week six (6) and no later than week fourteen (14)). Student questionnaire results shall be made available to the evaluation committee prior to week eighteen (18) (proportionately adjusted for short-term courses) and to the unit member upon the completion of the semester.
- f. Additional visitations may be conducted if deemed necessary by the committee.
- g. The results of the evaluation process shall, to the extent reasonably practicable, be discussed with the unit member. The unit member has the right to request a meeting with all evaluators to discuss the results of their evaluation(s). The unit member shall receive a copy of the evaluation as follows:
  - i. Fall Semester – within seven (7) weeks after the end of the semester in which the evaluation was conducted.
  - ii. Spring semester – within six (6) weeks after the end of the semester/session in which the evaluation was conducted.
- h. If at all possible, (b), (c), and (d) above will be completed prior to the end of week twelve (12).

Any violation by the District of procedures contained in this Article shall be grievable. The substance of any evaluation shall not be the subject of any grievance.

**ARTICLE XIII**  
**PERSONNEL RECORDS**

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

**ARTICLE XIV  
LEAVES WITH PAY**

Section 1. SICK LEAVE PROVISIONS:

A. Sick Leave:

For part-time unit members, sick leave shall be accrued at the rate of one (1) hour earned for each eighteen (18) hours of teaching, counseling or librarian duties in fall and spring semesters and summer. Full-time faculty teaching during the summer do not accrue additional hourly sick leave.

1. Unused sick leave will accumulate each term the unit member works.
2. Each fall and spring semester, every unit member shall receive a sick leave allotment credit equal to his/her entitlement for the semester. A unit member may use this credited sick leave anytime during the academic year or during summer session.
3. Any unit member shall have the right to utilize sick leave necessitated by pregnancy, miscarriage, childbirth, and recovery there-from.
4. A unit member may use his or her sick leave for purposes of parental leave for a period of up to twelve (12) workweeks. The amount of leave when combined with other leaves under the California Family Rights Act (CFRA), will not exceed twelve (12) workweeks.
  - a. Unit members are not required to use sick leave while on parental leave, and may opt to stay in unpaid status. However, unit members are permitted to use sick leave during parental leave. There is no limit on the number of days of sick leave that a unit member may take during parental leave, but the parental leave will not exceed twelve (12) workweeks.
  - b. A unit member who takes, and exhausts, all available sick leave while on parental leave may receive extended sick leave for the remaining portion of the parental leave period. In no event shall the application of paid sick leave and extended sick leave entitle the unit member to additional leave beyond the CFRA leave period.
  - c. Unit members who are not eligible for CFRA leave, solely because they have not provided at least one thousand two hundred fifty (1,250) hours of service in the twelve (12) months immediately preceding the request, are eligible to take parenting leave under this Article.
5. Unit members can access a current accounting of his/her accumulated sick leave on the District Internet.

6. Any unit member utilizing sick leave benefits under provisions of this Article shall provide the administration with a signed absence form on his or her first day back to work. After a unit member is absent three (3) or more consecutive duty days, he or she shall provide the administration, upon request, a statement from a health care provider verifying his/her fitness to return to duty. A unit member absent for more than three (3) days shall notify the immediate supervisor of his/her approximate return date.
7. Sick leave may be utilized by any unit member when quarantined by the County Health Officer because of another's illness. Such quarantine must be verified by the County Health Officer.
8. If a unit member has used more sick leave than has been earned or accrued, that deficit, in a dollar amount calculated from the equivalent daily rate for that member, shall be deducted from the next available salary warrant.

B. Catastrophic Leave Bank:

Catastrophic illness or injury is an illness or injury that is expected to incapacitate the unit member or any one (1) of the following individuals: unit member's parents, spouse/domestic partner, children or another member of the immediate household. Catastrophic illness requires the unit member to take time off from work for an extended period to care for that family member, and taking time off work creates a financial hardship for the unit member because he/she has exhausted all his/her sick leave or other paid time off. Catastrophic illness does not include elective surgery.

Full-time faculty teaching overload or summer are not eligible to contribute nor withdraw from this Catastrophic Leave Bank.

1. The Catastrophic Leave Bank program shall be administered by a District/Federation committee composed of five (5) members; three (3) appointed by the Federation, and two (2) appointed by the District.
2. The Catastrophic Leave Bank program shall continue from year to year.
3. The parties agree that a Catastrophic Leave Bank shall be established to assist unit members who suffer a catastrophic illness.
4. All unit members may voluntarily participate in the Catastrophic Leave Bank program by:
  - a. Contributing two (2) hours of sick leave during the first (1<sup>st</sup>) full month following the signing of this Agreement; or
  - b. Contributing two (2) hours of sick leave during the first (1<sup>st</sup>) month of a unit member's employment; or
  - c. New participants may annually join the program during the month of September.
5. Whenever the Catastrophic Leave Bank becomes depleted, each participating unit

member will be taxed a maximum of two (2) additional hours per year from his/her accumulated sick leave bank to restock the bank. Sick leave hours placed in the bank by participating unit members:

- a. May not subsequently be withdrawn from the bank except as they are used for sick leave purposes as defined herein;
  - b. May not be transferred to another district should that unit member obtain employment elsewhere;
  - c. May only be used by participating unit members currently employed by the District;
  - d. May not be withdrawn at the time of retirement.
6. A unit member may withdraw from participation in the Catastrophic Leave Bank program at any time by notifying the committee of such withdrawal; however, any hours contributed previously may not be withdrawn.
7. Eligibility to use Catastrophic Leave Bank days requires that a participating unit member must have:
- a. Qualified for re-hire preference under the terms of Article XI-C, Section 7;
  - b. Exhausted his/her personal sick leave hours; and
  - c. Been incapacitated or absent no fewer than thirty (30) additional consecutive calendar days.
8. To apply for Catastrophic Leave Bank usage, the participating unit member must submit the following to the District payroll office:
- a. A written request listing dates of absence to be granted in hours from the sick leave bank;
  - b. A doctor's note covering the requested dates; and
  - c. An absence form(s) for the requested dates.

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

9. A participating unit member using Catastrophic Leave Bank hours shall not have to replace those hours except as a regular contributing member to the bank.
10. A unit member may not continue to receive Catastrophic Leave Bank hours beyond the end of the semester during which the illness or injury occurred.
11. Human Resources will provide the Federation President, upon request, an annual report of the number of hours used in the previous academic year as well as the

number of days/hours remaining in the Catastrophic Leave Bank at the beginning of each academic year.

Section 2. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE:

A. For accidents or illnesses which are industrially-caused, unit members shall be provided leave benefits under the following provisions:

1. Allowable leave shall be sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one (1) fiscal year for the same accident.
2. Allowable leave shall not be accumulated from year to year.
3. Industrial accident or illness leave shall commence on the first (1st) day of absence.
4. When a unit member is absent from his/her duties due to an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 (commencing with Section 6100) of the Labor Code, will result in a payment to him/her of not more than his/her full salary.

The phrase, "full salary," as utilized in this section shall be computed so that it shall not be less than the unit member's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.

5. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
6. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused industrial accident or illness leave due him/her for the same illness or injury.
7. On termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided in Education Code Sections 87780, 87781 and 87786, and for the purposes of each of these sections his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity will result in a payment to him/her of not more than his/her full salary.
8. During any paid leave of absence, the unit member may endorse to the District the temporary disability indemnity checks received due to his/her industrial accident or

illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary, and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually covered by such salary warrants.

### Section 3. BEREAVEMENT LEAVE:

- A. Unit members may be granted, without loss of salary, or other benefits, a leave of absence not to exceed three (3) working days (five (5) working days if out-of-state travel is required) per occurrence due to the death of his/her immediate family. Bereavement Leave may be extended through the use of "Personal Necessity Leave", Section 5 of this article.
- B. "Member of the immediate family", as used in this section, includes any of the following:
- Mother
  - Father
  - Sibling
  - Grandmother
  - Grandfather
  - Grandchild
  - Child
  - Step-parents
  - Step-children
  - In-law
  - Spouse or domestic partner and any of the aforementioned relations to the spouse or domestic partner
  - Any relative living in the immediate household of the unit member
- C. An extension of Bereavement Leave may be requested by the unit member, but such extension without salary for the time covered by the extension, except for any time extended under Personal Necessity Leave, Section 5 of this article.
- D. Bereavement Leave must be taken within six (6) months of the death of the immediate family member.

### Section 4. JURY DUTY LEAVE:

- A. When called for jury duty in the manner provided by law, a unit member shall be granted a leave of absence without loss of pay for the time he/she is required to perform jury duty during the unit member's regularly assigned working hours.
- B. Requests for jury service leave should be made by presenting the official court summons to jury service as soon as possible to the unit member's immediate supervisor and to the District payroll office through regular administrative channels.

- C. Reimbursement to the District of any monies earned as a juror, except mileage, shall be made by the unit member.
- D. A unit member called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption.
- E. Unit members are required to return to work during any day in which jury duty services are not required.
- F. The District may require verification of jury duty time prior to, or after, providing jury duty compensation.

#### SECTION 5. PERSONAL NECESSITY CHARGED TO SICK LEAVE:

All unit members entitled to sick leave benefits have the right to elect Personal Necessity Leave to be charged against their unused sick leave.

Personal Necessity Leave may be used for the following reasons:

- A. The death of a member of the unit member's immediate family (as defined in Section (3)(B) of this Article) when the number of days of absence exceeds the limit provided in Article XV, Section 3.
- B. Serious illness of a member of his/her immediate family (as defined in Section (3)(B) of this Article)
- C. An accident involving his/her person or property or the person or property of a member of his/her immediate family. Such accident must be (a) serious in nature, (b) involve circumstance the unit member cannot reasonably be expected to disregard, (c) require the attention of the unit member during assigned hours of service, and (d) cannot be attended to during non-duty hours.
- D. Appearance in court a litigant or as a witness under an official order.
- E. The birth of a child making it necessary for a unit member who is the parent of the child to be absent from his/her position during the assigned hours of service.
- F. Imminent danger to the home of a unit member occasioned by a factor such as flood or fire, serious in nature, which under the circumstance the unit member cannot reasonably be expected to disregard, and which requires the attention of the unit member during assigned hours of service.
- G. Personal Necessity Leave shall be subject to the following limits and conditions:

1. The total number of days allowed in one (1) fiscal year from such leave or leaves shall

not exceed six (6) days.

2. Personal Necessity Leave claimed against accrued sick leave must be so designated on absence and time reports, but reasons for such leave are not required.

Two (2) of the six (6) days may be granted for any reason deemed appropriate by the unit member and with prior approval of the supervisor, and in no case will there be more than two (2) unit members off at any one (1) time in any work unit under this paragraph.

**ARTICLE XV  
GRIEVANCE PROCEDURE**

Section 1. PURPOSE:

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

Section 2. DEFINITIONS:

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

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

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

Section 3. TIME LIMITS:

- A. A grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this Grievance Procedure relative to the grievance in question.
- B. Failure of the District to respond within established time limits to any step entitles the grievant to proceed to the next step.
- C. Time limits and steps may be waived by mutual written consent of the parties.

Section 4. OTHER PROVISIONS:

- A. Unit Member Legal Rights: Nothing contained herein shall be construed as a violation of state or federal constitution laws.
- B. Any grievance which arose prior to the effective date of this Agreement or which does not comply with the terms and requirements of a grievance shall not be processed under this procedure.

- C. Unit members may be represented by the appropriate college Federation Vice President for Grievance or his/her designee at any conference or at any level.
- D. Informal Discussion--Oral: Within thirty (30) days of the time a unit member knew or reasonably should have known of an alleged grievance, the unit member, either directly or accompanied by the Federation's Vice President for Grievance, or designee, shall orally discuss with his/her immediate supervisor during non-teaching hours the alleged grievance. Within five (5) days, the immediate supervisor shall give his/her oral response.

Section 5. FORMAL LEVEL:

A. Level I:

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

B. Level II:

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

C. Level III

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

D. Level IV--Advisory Arbitration

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

## **ARTICLE XVI COMPENSATION**

### Section 1. SALARY:

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

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

For Lecture and Lab Salary Schedules:

For 2018-19

- 3.00% + 1.00% if COLA  $\geq$  2.50%
- 2.50% + 1.00% if 2.00%  $\leq$  COLA < 2.50%
- 2.00% + 1.00% if 1.50%  $\leq$  COLA < 2.00%
- 1.00% + 1.00% if 1.00%  $\leq$  COLA < 1.50%
- 0.75% + 1.00% if COLA < 1.00%

For 2019-20

- 3.00% + 1.00% if COLA  $\geq$  2.50%
- 2.50% + 1.00% if 2.00%  $\leq$  COLA < 2.50%
- 2.00% + 1.00% if 1.50%  $\leq$  COLA < 2.00%
- 1.00% + 1.00% if 1.00%  $\leq$  COLA < 1.50%
- 0.75% + 1.00% if COLA < 1.00%

For 2020-21

- 3.00% + 1.00% if COLA  $\geq$  2.50%
- 2.50% + 1.00% if 2.00%  $\leq$  COLA < 2.50%
- 2.00% + 1.00% if 1.50%  $\leq$  COLA < 2.00%
- 1.00% + 1.00% if 1.00%  $\leq$  COLA < 1.50%
- 0.75% + 1.00% if COLA < 1.00%

For Non-Instructional Salary Schedule:

For 2018-19

- 3.00% if COLA  $\geq$  2.50%
- 2.50% if 2.00%  $\leq$  COLA < 2.50%
- 2.00% if 1.50%  $\leq$  COLA < 2.00%

SCCCD & SCFT Final Agreement (PT) 2018-2021

- 1.00% if  $1.00\% \leq \text{COLA} < 1.50\%$
- 0.75% if  $\text{COLA} < 1.00\%$

For 2019-20

- 3.00% if  $\text{COLA} \geq 2.50\%$
- 2.50% if  $2.00\% \leq \text{COLA} < 2.50\%$
- 2.00% if  $1.50\% \leq \text{COLA} < 2.00\%$
- 1.00% if  $1.00\% \leq \text{COLA} < 1.50\%$
- 0.75% if  $\text{COLA} < 1.00\%$

For 2020-21

- 3.00% if  $\text{COLA} \geq 2.50\%$
- 2.50% if  $2.00\% \leq \text{COLA} < 2.50\%$
- 2.00% if  $1.50\% \leq \text{COLA} < 2.00\%$
- 1.00% if  $1.00\% \leq \text{COLA} < 1.50\%$
- 0.75% if  $\text{COLA} < 1.00\%$

“COLA” means funded COLA.

#### Part-Time Faculty “Parity” Stipend

If the District receives additional “parity” monies for the school years pursuant to the State Budget Act appropriation stated specifically by the state legislature to make part-time faculty compensation more comparable to full-time faculty compensation for similar work, the distribution of District revenue pursuant to the State Budget Act shall be made to part-time unit member on a one-time non-repetitive (off schedule) basis for the applicable school year(s) covered by the term of this Agreement.

The District and the Federation agree to the following definition of “parity”:

- Definition of part-time parity at seventy-five percent (75%) of full-time instructional salary – Duties and responsibilities that are currently required of part-time unit members, which do not include office hours or committee/departmental meetings, shall be based on a fifteen (15) LHE full-time load.
- Definition of parity at one hundred percent (100%) of full-time salary – All duties and responsibilities currently required of full-time unit members.

Compensation for each LHE of part-time unit members during the fall semester shall be the calculation amount of one-half ( $1/2$ ) of the District’s total allocation for part-time unit members’ compensation divided by the total number of LHE for the fall semester, less the total of all state and federal statutory costs (e.g., Medicare, unemployment insurance, workers’ compensation, STRS, etc.). Payment of this amount per LHE shall be “off schedule” on a one-time, non-repetitive basis, conditioned upon receipt of state monies.

Compensation for each LHE of part-time unit members during the spring semester shall be the calculation amount of one-half (1/2) of the District's total allocation for part-time unit members compensation divided by the total number of LHE for the spring semester, less the total of all state and federal statutory costs (e.spring., Medicare, unemployment insurance, workers' compensation, STRS, etc.). Payment of this amount per LHE shall be "off schedule" on a one-time, non-repetitive basis, conditioned upon receipt of state monies.

Under no circumstances shall the District be required to provide more money to part-time unit members in excess of the District's allocation actually received.

#### SALARY DISPUTE:

Any dispute pertaining to the salary provisions contained herein is subject to the Grievance Procedure of this Agreement. Members may dispute initial salary placement or class advancement within thirty (30) days of the effective date of the initial salary placement or class advancement. Only the Federation may bring a grievance concerning implementation of contract and implementation of the parity pay provisions and any such grievance must be filed within ten (10) days of notice from the District of any proposed implementation of these provisions. The District will notify the Federation concerning its calculations pursuant to the salary provisions contained herein. Such notification shall be in writing. If the Federation disagrees with the calculations, it shall notify the District within ten (10) days. Such notice of the disagreement shall include calculations prepared by the Federation. The District may implement its proposed calculations, the proposed calculations from the Federation, or attempt to resolve the disagreement. If the matter cannot be satisfactorily implemented or resolved, by mutual agreement the parties shall agree to reopen negotiations regarding salaries at which time these salary formula provisions shall be of no force or effect.

#### Section 2. SALARY STEP/CLASS ADVANCEMENT:

- A. Step advancement shall occur at the beginning of the academic year conditioned upon the part-time unit member having taught and completed four (4) semesters of work on the same step. The semesters need not be consecutive.
- B. A unit member anticipating a change in class placement must file a "Letter of Intent" by the deadline established in the notice distributed by the District Human Resources Office at the beginning of each fall and spring semester.

As proof of completion, official transcripts or other written supporting evidence must be submitted to the District Human Resources Office by the stated deadline. In the event that the written supporting evidence is not available by the deadline, a notarized statement by the individual concerned on a form provided by the college may be submitted to, and accepted by, the District Human Resources Office on or before the deadline date. However, a subsequent downward adjustment will be made in the unit member's pay sufficient in amount to offset any prior overpayment if the unit member is not able to provide evidence substantiating his/her claim within sixty (60) days of the date on the notarized statement. A statement indicating the unit member's knowledge of this downward adjustment provision

shall be included on the notarized statement form.

C. Salary Advancement Unit Requirements:

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

1. Units of credit for upper division and graduate courses from accredited colleges and universities in the unit member's teaching field or other professional assignment may be submitted for a class advancement without obtaining prior approval.
2. Units of credit for upper division and graduate courses from accredited colleges and universities outside of the unit member's teaching field or other professional assignment submitted for a class advancement must have the prior approval of the campus evaluation committee.
3. Lower division units:
  - a. Lower division units may be applied to salary class advancement only when prior approval has been obtained and the particular units are one (1) of the following:
    - i. required for a credential or degree fulfillment,
    - ii. required in connection with preparation for a specific institutional assignment,
    - iii. part of an in-service training program, or
    - iv. recognized by the campus evaluation committee as contributing to the unit member's effectiveness in his/her assignment.
  - b. In order to obtain prior approval for any lower division course work, each applicant must submit to the college salary advancement committee a request for review. Not more than twenty percent (20%) of the units required for advancement from one column to the next may be lower division units in any case.
4. In addition to total unit requirements, over one-half (1/2) of the total number of units required for placement on a particular salary schedule class must be in the unit member's teaching field or appropriate to his/her professional assignment.
5. Even when they may not carry college credit, National Science Foundation, Industrial Institutes, factory training, and other appropriate courses may be counted for credit for class advancement if, prior to the onset of the course, approval by the campus evaluation committee has been obtained and the committee has determined how much credit for salary advancement purposes shall be granted. Other than exceptional circumstances, approved in advance by the Chancellor or his/her designee, not more than twenty percent (20%) of the units required for advancement from one column to the next may be units that fit in this category.

### Section 3. SALARY CLASSIFICATIONS:

For Salary Classifications refer to Exhibit B.

### Section 4. TRAVEL OFF CAMPUS/MILEAGE:

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

- i. Total round trip is defined as the total mileage from the unit member's home to the first campus, from first campus to the second campus and from second campus to the unit member's home.
- ii. Primary campus is defined as the campus where the majority of the load is scheduled or, in the case of nonmajority, the campus where the unit member was hired.

### Section 5. DIRECT DEPOSIT:

By filing an appropriate written notice with the District Business Office, electronic transfer of payroll to unit members' personal bank or trust account is available upon request and the unit member can disenroll at any time.

### Section 6. TAX SHELTER ANNUITY PROGRAM (TSA):

The District agrees to provide voluntary deductions for part-time unit member who participate in tax sheltered annuity programs.

### Section 8. STRS CREDITABLE SERVICE HOURS REQUIREMENT:

Pursuant to Education Code Section 22138.5(c)(5) each collective bargaining or employment agreement entered into on or after January 1, 2003, that applies to a member subject to the minimum standard specified in paragraph (5) of subdivision (c) of Section 22138.5, for part-time community college instructors shall specify the number of hours of creditable service that equal full-time for the part-time position. The number of hours of creditable service that equal full-time for the part-time unit members as follows:

Lecture – 525

Lab – 700

Counselors, Learning Disabilities Specialists, Coordinators, Tutors – 1,400

Librarians, Nurses, Psychologists – 1,239

Special Projects – 700

Provided STRS approves and there is no penalty or costs assessed against the District associated with the application of this provision.

#### Section 9. COACHING STIPENDS:

Coaches will receive a coaching stipend for fulfilling the duties and responsibilities as outlined in Article XII.

Effective July 1, 2018, part-time unit members that are Head Coaches will receive a stipend of ten percent (10%) of the column I, step 1 annual salary on the full-time faculty salary schedule.

Part-time unit members with an assistant coaching assignment will receive a stipend of three thousand two hundred dollars (\$3,200) only and stipends may not be split among coaches. No class assignment is guaranteed, however, classes may be assigned by the Dean. The number of assistant coaches for each sport will be set by management.

#### Section 10. SPECIAL PAY RATES:

- A. Orientation/Training – Unit members attending orientation and training will be paid twenty five dollars (\$25) per hour.
- B. Special Projects – Faculty performing extra duties during unassigned times or completing a special project (mutually agreed upon by the unit member and management) will be paid at the unit member’s Schedule C2 lab rate per hour worked and submitted on the appropriate timesheet.
- C. If a part-time unit member is asked to complete a program review report, after completion and submission of the report to the Dean, the unit member will be paid up to ten (10) hours at the unit member’s Schedule C2 lab rate.
- D. Office Hour – Part-time unit members approved for office hours will be paid thirty dollars (\$30) per hour (see Article XI-C, Section 5).

#### Section 11. PATIENT PROTECTION AND AFFORDABLE CARE ACT:

The Board of Trustees may exercise, solely and exclusively, its express and implied legal powers, rights, duties, and responsibilities to determine, adopt, and enforce any policies, procedures, guidelines, and practices to comply with all sections of the Patient Protection and Affordable Care Act (“ACA”) and to avoid federal penalties or consequences associated therewith.

The District will offer unit members who qualify for coverage under the provisions of the ACA with medical coverage benefits.

#### A. LOOK BACK MEASUREMENT METHOD

The District shall implement the ACA's Look Back Measurement Method ("Look Back Method") to identify employees' Hours of Service. Employees who are identified as "full-time" according to the "rate-of-pay" safe harbor and defined as one-hundred thirty (130) hours or more per month over the 12-month measurement period under the Look Back Method will be eligible for medical coverage through the District.

#### B. HOURS OF SERVICE CALCULATION

The District shall calculate all non-hourly employee's hours of service from records of hours, and hours for which payment is made or due.

For unit members, the District shall calculate the hours of service by crediting one (1) hour of service for each hour teaching (lecture and laboratory classes), plus an additional 1.25 hours of service, for each hour teaching (lecture and laboratory classes), to account for preparation and grading.

For employees receiving stipends, the District shall include the total actual hours worked for the assignment added to the other hours of service calculation.

The District shall operate the Look Back Method as set forth in 26 CFT. Section 54.4980H-1 through 54.4980H-6 ("regulations") and pursuant to the following:

#### C. ONGOING EMPLOYEES

Standard Measurement Period: August 1 to July 31 (starting August 1, 2014 and continuing each year thereafter)

Administrative Period: August 1 through September 30 (starting August 1, 2015 and continuing each year thereafter)

Stability Period: October 1 through September 30 (starting October 1, 2015 and continuing each year thereafter).

The District shall follow the regulations to determine eligibility for coverage of ongoing employees.

#### D. NEW EMPLOYEES

If, at the new employee's start date, the District reasonably expects that the employee will average at least one hundred thirty (130) hours of service per month, the District will offer the employee medical coverage effective the first of the month following the employee's date of hire.

If the District cannot determine whether an employee is reasonably expected to work an average of at least one hundred thirty (130) hours of service per month, the District will measure the hours of service using an Initial Measurement Period.

The District shall use a twelve-month Initial Measurement Period beginning on the first of the month following the employee's start date unless the employee starts on the first day of the month, in which case it begins on the start date. A one-month Initial Administrative Period shall follow the end of the Initial Measurement Period and a twelve-month Initial Stability Period shall follow the end of the Initial Administrative Period, subject to the regulations.

#### E. DISTRICT OFFER OF MEDICAL COVERAGE AND FINANCIAL CONTRIBUTION

Effective October 1, 2015, the District will offer medical coverage to an eligible employee who the District determines is full-time as defined by the ACA rules and pursuant to the rate-of-pay Safe Harbor. The District contribution toward the medical plan offered shall be \$1,029 per month per eligible employee.

#### Section 12. FACULTY INTERN PROGRAM:

The purpose of employing Faculty Interns shall be in alignment with Title 5 sections 53500-53502.

#### A. EFFECTIVE DATE

The guidelines established in this document shall apply to all new faculty who do not meet the minimum qualifications outlined in the Minimum Qualifications for Faculty and Administrators in California Community Colleges handbook, yet do meet the qualifications articulated in Title 5 sections 53500 – 53502.

#### B. ASSIGNMENT OF FACULTY INTERNS

1. As temporary (part-time) faculty, interns shall be assigned normally no more than one course/prep during the first semester and sixty-seven percent (67%) of a full-time faculty assignment for subsequent semesters. Exceptions may be made by the Vice President of Instruction.
2. A Faculty Intern shall be limited to two (2) years of participation in the program.
3. As temporary faculty, interns will be compensated along the terms specified in the *Agreement Between The State Center Community College District And The Part-Time Faculty Bargaining Unit State Center Federation Of Teachers*.
4. Faculty Interns may only intern under one (1) mentor and at only one (1) college in the District in any one (1) semester. In rare instances, it is acceptable for a Faculty Intern to teach at two (2) locations in which case mileage will be compensated as per Section 4 of this article.

#### C. DUTIES AND RESPONSIBILITIES

1. Develop a consultation schedule with the Faculty Mentor, with additional input from the appropriate division Dean.

2. Participate in the “Part-Time Faculty Orientation” or other appropriate college orientation as directed by the Dean.
3. Maintain contact with the Faculty Mentor as agreed upon in the consultation schedule (typically once per week, though meeting frequency may be agreed upon based on the appropriateness to the discipline and the Faculty Intern’s teaching assignment).
4. Teach courses as assigned (not to exceed sixty-seven percent (67%) of a full-time faculty load after the first semester of the internship).
5. Attend meetings and events as required by the appropriate Dean.
6. Observe mentor/other faculty in teaching environment as established in consultation schedule.
7. Complete materials as requested regarding the program and professional development activities.
8. Complete initial and final status reports at the beginning and end of each semester of the internship. The status reporting forms may be found on the District Human Resources website.
9. All Faculty Interns shall be evaluated under the terms stipulated in Article XII of this Agreement.

#### D. APPLICATION AND SELECTION PROCESS

##### 1. *For those disciplines in which a master's degree is required:*

- a. Individuals applying for faculty internship positions will:
  - Complete an official SCCCDC Application for Academic Employment,
  - Provide transcripts verifying the units completed in his/her master's or doctoral program (at the University of California, the California State University, or any other accredited institution of higher education), and
  - Include a statement specifying the courses that the applicant is planning to take to complete his/her degree.

##### 2. *For those disciplines for which a master's degree is not expected or required:*

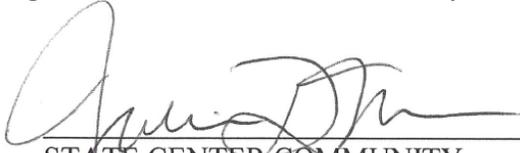
- a. Individuals applying for faculty internship positions will:
  - Complete an official SCCCDC Application for Academic Employment,
  - Provide a detailed resume with job history and job references,
  - Provide photocopies of any and all appropriate certificates or licenses which would be required to perform work in the area in which he/she would be teaching,
  - Provide transcripts verifying either:
    - i. Completion of an associate degree, *or*
    - ii. Progress toward the completion of an associate degree, along with a statement specifying the courses which the applicant plans to take to complete his/her degree.
  - Provide verification of experience

Acceptance into the faculty intern program is contingent upon verification of transcripts (receipt of official transcripts). The District shall be responsible for verifying the eligibility of Faculty Interns.

**AGREEMENT**

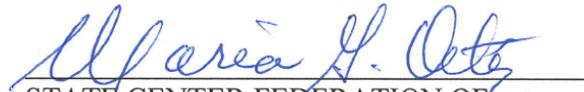
This Agreement is made and entered into this 13<sup>th</sup> day of June 2018, between the State Center Community College District and the State Center Federation of Teachers, Local 1533, CFT/AFT, AFL-CIO covering part-time faculty members.

Signed and entered into this 13<sup>th</sup> day of June, 2018.



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STATE CENTER COMMUNITY  
COLLEGE DISTRICT



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STATE CENTER FEDERATION OF  
TEACHERS

**SCCCD HUMAN RESOURCES**  
**Part-time Faculty Salary Schedule: C - (Hourly Amounts)**  
**Effective Date: July 1, 2018**

**Part-time Faculty Salary Schedule C1 - Lecture**

	Class I	Class II	Class III	Class IV	Class V	Class VI*
Step 1C	\$ 45.49	\$ 50.78	\$ 53.22	\$ 55.78	\$ 58.86	\$ 61.78
Step 2C	\$ 45.93	\$ 51.30	\$ 53.97	\$ 56.62	\$ 59.44	\$ 62.35
Step 3C	\$ 46.36	\$ 51.78	\$ 54.49	\$ 57.14	\$ 60.01	\$ 62.92
Step 4C	\$ 46.84	\$ 52.30	\$ 55.03	\$ 57.72	\$ 60.61	\$ 63.52
Step 5C	\$ 47.32	\$ 52.82	\$ 55.58	\$ 58.30	\$ 61.21	\$ 64.13
Step 6C	\$ 47.80	\$ 53.35	\$ 56.13	\$ 58.88	\$ 61.83	\$ 64.74
Step 7C	\$ 48.27	\$ 53.88	\$ 56.69	\$ 59.48	\$ 62.44	\$ 65.35

\*Column VI reserved for individuals possessing a doctorate or an MFA

**Part-time Faculty Salary Schedule C2 - Lab**

	Class I	Class II	Class III	Class IV	Class V	Class VI*
Step 1B	\$ 38.67	\$ 43.17	\$ 45.49	\$ 47.67	\$ 50.10	\$ 52.55
Step 2B	\$ 39.01	\$ 43.58	\$ 45.93	\$ 48.16	\$ 50.56	\$ 53.02
Step 3B	\$ 39.40	\$ 43.97	\$ 46.36	\$ 48.59	\$ 51.03	\$ 53.49
Step 4B	\$ 39.80	\$ 44.43	\$ 46.84	\$ 49.09	\$ 51.53	\$ 53.99
Step 5B	\$ 40.20	\$ 44.88	\$ 47.32	\$ 49.58	\$ 52.05	\$ 54.51
Step 6B	\$ 40.60	\$ 45.32	\$ 47.80	\$ 50.08	\$ 52.57	\$ 55.03
Step 7B	\$ 41.01	\$ 45.78	\$ 48.27	\$ 50.58	\$ 53.10	\$ 55.56

\*Column VI reserved for individuals possessing a doctorate or an MFA

**Part-time Faculty Salary Schedule C3 - Noninstructional**

	Class I	Class II	Class III	Class IV	Class V	Class VI*
Step 1N	\$ 38.30	\$ 42.76	\$ 45.05	\$ 47.22	\$ 49.62	\$ 52.05
Step 2N	\$ 38.64	\$ 43.16	\$ 45.48	\$ 47.70	\$ 50.08	\$ 52.51
Step 3N	\$ 39.02	\$ 43.55	\$ 45.92	\$ 48.12	\$ 50.54	\$ 52.97
Step 4N	\$ 39.42	\$ 44.00	\$ 46.39	\$ 48.62	\$ 51.04	\$ 53.47
Step 5N	\$ 39.81	\$ 44.44	\$ 46.87	\$ 49.10	\$ 51.55	\$ 53.98
Step 6N	\$ 40.21	\$ 44.89	\$ 47.34	\$ 49.59	\$ 52.07	\$ 54.50
Step 7N	\$ 40.61	\$ 45.34	\$ 47.80	\$ 50.09	\$ 52.59	\$ 55.02

\*Column VI reserved for individuals possessing a doctorate or an MFA

## SALARY CLASSIFICATIONS

### A. CLASS I

1. Community College Instructor (or Health Services) Partial Fulfillment Credential, OR
2. \*Community College Instructor (or Health Services) Partial Fulfillment Credential, OR
3. Community College Limited Service, or Special Limited Service, or Provisional Credential, OR
4. Certificate of Qualification for Teaching Classes for Adults (non-credit only), OR
5. Bachelor's degree in a subject area normally taught at the community college level, OR
6. \*Associate degree plus six (6) years appropriate occupational experience.

### A. CLASS II

1. Master's degree, OR
2. Bachelor's degree plus forty-five (45) units subsequent to date of bachelor's degree and Community College Instructor fulfilled credential, OR
3. \*Community College Instructor fulfilled credential, OR
4. \*Community College Instructor Partial Fulfillment Credential, OR
5. \*Bachelor's degree plus two (2) years appropriate occupational experience.

### C. CLASS III

1. Master's degree plus thirty (30) units subsequent to date of master's degree, OR
2. Master's degree and sixty (60) units subsequent to date of bachelor's degree, OR
3. \*Community College Instructor fulfilled credential, OR
4. \*Master's degree and two (2) years appropriate occupational experience, OR
5. \*Bachelor's degree and four (4) years appropriate occupational experience.

D. CLASS IV

1. Master's degree and forty-five (45) units subsequent to date of master's degree, OR
2. Master's degree and seventy-five (75) units subsequent to date of bachelor's degree, OR
3. \*Community College Instructor Credential plus a master's degree and two (2) years appropriate occupational experience, OR
4. \*Master's degree and four (4) years appropriate occupational experience.

E. CLASS V

1. Master's degree and sixty (60) units subsequent to date of master's degree, OR
2. Master's degree and ninety (90) units subsequent to date of bachelor's degree, OR
3. \*Community College Instructor credential with a master's degree, including sixty (60) units earned subsequent to the date of the bachelor's degree, and two (2) years occupational experience, OR
4. \*Master's degree, including sixty (60) units subsequent to date of bachelors and four (4) years of occupational experience.

F. CLASS VI

1. Earned doctorate's degree, OR
2. Earned master's of fine arts degree.

\*Applies only to vocational education assignments

**ACADEMIC GRIEVANCE FORM**  
(For use by part-time academic bargaining unit members)

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

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

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

Notes:

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