

AGREEMENT

Cerritos Community College District



-AND-

**Cerritos College Faculty Federation
Local 6215, CFT/AFT, AFL-CIO**



**Cerritos College
Faculty Federation**
AFT Local 6215

July 1, 2010 – June 30, 2012

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PREAMBLE

The articles and provisions contained herein constitute an agreement ("Agreement") by and between the Cerritos Community College District ("District") and the Cerritos College Faculty Federation, Local 6215, CFT/AFT, AFL-CIO ("Union").

This Agreement is entered into this 18th day of June, 2008 pursuant to Government Code Sections 3540-3549.

ARTICLE 1: RECOGNITION

- 1.1 The District recognizes the Cerritos College Faculty Federation ("Union") as the exclusive representative in the following bargaining unit:
 - 1.1.2 Inclusions: All full-time faculty and all part-time faculty paid on the part-time faculty salary schedule.
 - 1.1.3 Exclusions: All other employees not designated in Section 1.1.2 above, including, but not limited to, substitute, management, supervisory, and confidential employees.

ARTICLE 2: DISTRICT RIGHTS

- 2.1 It is understood and agreed that the District retains all of its customary powers and authority to direct, manage and control the operations of the District to the full extent of the law. The exercise of the following powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement. Included in but not limited to those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; fix duties and responsibilities of employees; establish positions; hire; assign; evaluate; promote; terminate; discipline unit members; and take any temporary action as may be necessary to carry out its mission in the event of an emergency. An emergency is defined as a natural disaster, such as fire, flood, earthquake, or unforeseen serious circumstance for which the District determines immediate action is necessary.
- 2.2 The exercise of the rights under this Article are not subject to the grievance procedures of the Agreement, except that the duration of any modification or termination of provisions contained in this Agreement by the District necessitated by an emergency declared under Section 2.1 above, may be grieved by the Union.
- 2.3 The appropriate Vice President or designee and Vice President of Human Resources shall meet with the Union in order to exchange views and concerns and give good faith consideration to the Union's position prior to contracting out bargaining unit work not previously contracted out by the District.

ARTICLE 3: UNION RIGHTS

- 3.1 The Union shall have the right of access at reasonable times to areas in which faculty members work, excluding classrooms during instructional time, the right to use institutional bulletin boards, mailboxes, and other means of communication, subject to reasonable regulation, and consistent with related District policies and administrative regulations, and the right to use institutional facilities provided that such use or access shall not interfere with nor interrupt normal District or campus operations nor shall such use cause an additional or an increased maintenance cost to the District, nor shall such use violate the provisions of Education Code Section 7050, et. seq. In cases of use or access that will result in additional costs to the District, arrangements shall be made prior to use for reimbursement to the District by the Union. Rules relating to civic center permits shall apply to Union meetings.
- 3.2 The District shall grant the Union office space on the campus from which to carry out its normal operations consistent with all applicable laws. The office space shall be as designated by the District, and may be changed from time to time or temporarily removed based on District facilities needs, following discussion with the Union.
- 3.3 Subsequent to mutual agreement on the format, copies of this Agreement shall be printed by the District within thirty (30) working days after it becomes effective and copies shall be made available to faculty members upon written request to the Human Resources office. The District shall distribute copies to new faculty members upon their employment. The District and the Union shall share equally the cost of reproducing this Agreement.
- 3.4 Upon request, the District shall furnish to the Union non-confidential public information directly related to the Union's role as exclusive bargaining representative. The Union shall pay the reasonable costs of reproducing such documents.
- 3.5 The District shall provide the published Board Book, which includes agendas, minutes and non-confidential back-up materials, to the Union at the time the Book is normally distributed to the Board.
- 3.6 Upon written request, the District shall provide a list of unit member names, addresses, telephone numbers, and work locations to the Union, except where a unit member specifies in writing that their telephone number and/or home address be withheld.
- 3.7 Designated representatives of the Board and the Union shall periodically meet on a mutually agreed-upon date, place and time for the purpose of reviewing the administration of this Agreement and attempting to resolve related problems.
- 3.8 The District shall provide the Union with a total of 30 lecture hour equivalents (LHEs) per academic year (July 1 – June 30) of non-cumulative reassigned time for purposes of conducting negotiations, processing grievances and other lawful union business. The Union shall submit in writing to the Vice President of Human Resources the proposed name(s) of the unit member(s) and the proposed amount(s) of reassigned time to be allocated during the academic year not later than eight (8) weeks prior to the start of the affected term.
 - 3.8.1 The Union may purchase additional reassigned time up to 12 lecture hour equivalents (LHE's) per academic year at the Step 3 rate on the temporary part-time/ substitute hourly instructor salary schedule, plus District payroll taxes.
 - 3.8.2 Effective for the period of July 1, 2009 through June 30, 2012, the Union may purchase additional reassigned time up to 12 lecture hour equivalents (LHE) per academic year at the Step 3 rate on the temporary part-time/substitute hourly instructor salary schedule,

plus District payroll taxes. This provision will expire on June 30, 2012 unless the District and CCFF mutually agree.

- 3.8.3 Reassigned time in excess of the amounts specified by this provision shall be purchased in accordance with Education Code Section 87768.5.
- 3.9 As part of the package of information to newly-hired unit members, the District shall provide each newly – hired unit member with a membership form and reduced agency fee request information provided by the Union.
- 3.10 An authorized representative of the Union shall be allowed to speak on any item on the Board’s public meeting agenda in accordance with existing Board rules and regulations.
- 3.11 The Union may appoint one (1) representative to each of the following College (non-faculty senate) committees: Equal Employment Opportunity Advisory Committee, Safety Committee, and Staff Development Committee. The Union may also appoint one (1) representative to newly formed College (non-faculty senate) committees which are within the scope of representation as defined in Government Code Section 3543.2.
- 3.12 The Union may appoint a total of three representatives to the restructured safety committee, one of which may be the CCFF Executive Director. Two representatives must be CCFF unit members.

ARTICLE 4: AGENCY FEE

- 4.1 Any unit member who is not a member of the Union by March 10, 2004, or within 30 days from the date of commencement of assigned duties within the bargaining unit, whichever is later, shall pay to the Union an agency fee in an amount equal to membership dues, initiation fees and general assessments. Unless the unit member has made other arrangements with the Union for direct payment or has submitted written authorization for payment through payroll deduction, the District shall utilize automatic payroll deduction in accordance with District procedures to the extent permitted by law. There shall be no charge to the Union for these deductions.
- 4.2 Religious Objections
- 4.2.1 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 or financially support the Union as a condition of employment. Such unit member shall pay, in lieu of a service fee, an amount equal to such service fee to one of the following non-religious, non-labor organization charitable funds exempt from taxation under Section 501(c) of Title 26 of the Internal Revenue Code:
- a. Cerritos College Foundation
 - b. American Cancer Society
 - c. United Way
- 4.2.2 To receive a religious exemption, the unit member must submit verifiable evidence of membership in an exempt religious body and a detailed written statement establishing the basis for the religious exemption. The Union's executive board shall communicate in writing to the unit member its acceptance or rejection of the exemption. If accepted, the unit member may either arrange for monthly payroll deduction or make a lump sum payment directly to an appropriate charity.
- 4.2.3 Proof of annual direct payment shall be made to the Union by each June 30 as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom the payment has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money, such as the donation of used items.
- 4.2.4 A unit member failing to provide proof of direct payment shall have the annual service fee withheld from his/her remaining paychecks and remitted to the Union, which shall forward the amount to one of the designated charitable organizations.
- 4.2.5 Any unit member making payments as set forth in this Section (4.2) who requests that the grievance or arbitration provisions of this Collective Bargaining Agreement be used in her/his behalf shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 4.3 This Article shall not be subject to any grievance procedure by individual unit members.
- 4.4 The District shall promptly remit all sums deducted pursuant to this Article to the Union, accompanied by alphabetical lists of unit members for whom such deductions have been made, categorized by membership or non-membership in the Union.

- 4.5 The Union and District agree to furnish to each other any information needed to fulfill the provisions of this Article.
- 4.6 The Union agrees to fully indemnify and hold harmless the District against any and all liabilities, claims or actions which may be brought against the District or District Board of Trustees individually or collectively, its officers, employees, and agents, including reimbursement of all costs, expenses, fees and judgments providing an effective defense on behalf of the District against any and all lawsuits or other legal proceedings arising out of and/or in connection with this Article. The Union shall have the exclusive right to determine and direct such lawsuits or other legal proceedings.

ARTICLE 5: PERSONNEL FILES

- 5.1 Personnel files shall be maintained in confidence and shall be available for inspection only to appropriate management or other designated employees of the District when such is actually necessary in the proper administration of the District's affairs or the supervision of the employee. All documents concerning a unit member and included within the official District personnel files shall be maintained by the District Human Resources Department.
- 5.2 Unit members shall have the right to review their personnel files, provided that such reviews are made at times when such persons are not actually required to render services to the District. A unit member may also authorize other individuals to review their personnel files provided such authorization is made in writing and signed by the unit member before the review is conducted.
- 5.3 Reviews of personnel files shall be by appointment and shall take place in the presence of and be supervised by authorized representatives of the District Human Resources Department. Documents may not be removed from or entered into personnel files without the authorization of the Vice President of Human Resources. A faculty member may request one (1) copy of materials in their personnel file per academic year not to exceed 25 pages at no cost. Any remaining pages or additional copies of the faculty member's personnel file shall be reimbursed in accordance with District Administrative Procedures.
- 5.4 All materials to be placed in personnel files shall be submitted through the appropriate Vice President or designee for review and appropriate action.
- 5.5 Anonymous derogatory material that has been investigated and substantiated by the District may be placed in a unit member's personnel file, subject to the terms of this article.
- 5.6 Unit members shall be notified in writing of placement of any derogatory material in their personnel files and shall also receive a copy of such material. Unit members shall be notified of their right to respond in writing on any such derogatory material. Unit members must submit written responses to the Human Resources Office not later than ten (10) working days after receipt of a copy of such material. Such responses shall be attached to the material and placed in their personnel files. Responses not received within the ten (10) day period shall not be placed in the personnel file unless the 10-day period has been extended by mutual written agreement between the Vice President of Human Resources or designee and the affected unit member.
- 5.7 Copies of personnel records may be released if legally required under subpoena; however, the District will require reimbursement in accordance with District Administrative Procedures.
- 5.8 A faculty member may request placement of materials relevant to the member's assigned duties or professional responsibilities in the member's District personnel file.

ARTICLE 6: ASSIGNMENT

(To be negotiated)

ARTICLE 7: SALARY

7.1 2008-2009 Academic Year

- 7.1.1 Full-Time Faculty Salary Schedule and Temporary Part-Time and/or Substitute Hourly Faculty Salary Schedule 2008-2009: The parties agree that the 2007-2008 salary schedules for unit members will remain in effect and unchanged for the 2008-2009 Academic year and the 2009 Summer Session.
- 7.1.2 For academic year 2009-2010, the District will amend the previous MOU and practice of distributing 66 percent of the salary bonus pool generating by faculty unit members opting out of District medical insurance coverage. Such funds will be applied and distributed to eligible Part-Time Hourly Faculty along with the State Part-Time Equity funds provided to the District in the Chancellor's Office Budget for 2009-2010. The computations, formula and procedures shall be in accordance with Memorandum of Understanding (MOU) executed between the District and CCFF on the two issues. Distribution shall occur during the period of May 1, 2010 and July 30, 2010 provided that the financial information is available to the District. No distribution from either program (Salary Bonus Pool or State Part-time Equity Funds) will be made to full-time bargaining unit members. The District and CCFF representatives shall execute an MOU addressing eligibility, source and computation of eligible funds and distribution.
- 7.1.3 The District and CCFF representatives will execute an MOU on Health and Welfare Benefits for insurance year 2010. That MOU will stipulate that the District will pay the premium costs for medical, dental and vision insurance for the 2010 insurance year in accordance with procedures stipulated in prior MOUs. The MOU applicable to insurance year 2010 shall include provisions for eligibility criteria and the District contributions for Health and Welfare Benefit programs. The creation of a Salary Bonus Pool will also be defined, but the parties agree that eligible funds will only be distributed to Part-Time Hourly Faculty as prescribed by this Agreement.
- a. Unless the District and CCFF reach mutual agreement by November 15, 2010 on District maximum contributions for Health and Welfare Benefits for insurance year 2011, the District's contribution amount toward Health and Welfare Benefits will remain in effect for each insurance program and plan in effect for insurance year 2010.
 - b. Any costs in excess of the District maximum contribution shall be paid by the unit member through monthly payroll deduction.

ARTICLE 8: HEALTH AND WELFARE BENEFITS

(To be negotiated)

ARTICLE 9: TEMPORARY PART-TIME FACULTY REEMPLOYMENT/ASSIGNMENT

- 9.1 When the District determines that there is a need for additional service(s) beyond that provided by full-time faculty, it is in the best interest of the District, and the intent of both the District and the Union, to employ qualified, and competent temporary part-time faculty personnel in order to meet the instructional and educational support needs of students.
- 9.2 Each Fall and Spring semester temporary part-time faculty employees who are currently employed may file a schedule availability form to request an assignment for an upcoming semester, excluding summer sessions. Schedule availability forms will be available in each division office. Each division will post the deadline date(s) such forms must be received in the division office in order to be considered for an assignment in a particular upcoming semester. Individuals who submit a completed schedule availability form by the deadline date and who have satisfactory job performance will be placed in a pool to receive first consideration for reemployment and assignment based on criteria including, but not limited to, the following: availability; qualifications; job performance; compliance with District policies, rules, regulations, procedures, and directives; and District needs.
- 9.3 The District reserves the right to leave some assignments unstaffed.
- 9.4 The provisions of this Article shall not limit or restrict the District's discretion or flexibility to schedule, employ personnel and make assignments after first considering Section 9.2 above, add/or delete course sections, and/or adjust assignments for instructional and/or other educational program support activities in accordance with District needs.
- 9.5 Any dispute involving the provisions of this Article is not subject to the Grievance Procedure Article set forth in this Agreement.
- 9.6 The provisions of this Article shall be implemented effective beginning Fall Semester 2006.

ARTICLE 10: EVALUATION

10.1 General Provision

- 10.1.1 The purposes of the faculty evaluation process are to continually improve the quality of instruction and services offered to students of Cerritos College, to assist faculty in achieving their highest level of professional development, and to assess the quality and effectiveness of instruction and other professional activities. In order to fulfill these purposes, the evaluation process includes peer and management review, administrative evaluation and, when necessary, disciplinary action.
- 10.1.2 The peer and management evaluation forms shall be approved by the District and Union, in consultation with the Faculty Senate. These forms will be included in an Appendix of this Agreement at a later date.
- 10.1.3 The student evaluation form shall be approved by the District and Union, in consultation with the Faculty Senate. The student evaluation process shall include a student survey distributed to all assigned classes for the semester that the faculty member is evaluated. The District shall process the data on the student surveys and shall provide the evaluation team members, including the responsible administrator, and the evaluatee with the compiled data concerning the student surveys.

10.2 Components of Evaluation for Tenured, Probationary, and Temporary Full-Time Faculty

- 10.2.1 The evaluation process for tenured, probationary, and temporary full-time faculty includes peer and management review, student evaluations, self-evaluation, and a teaching portfolio.
- 10.2.2 For faculty with classroom assignment(s), the teaching portfolio will contain class syllabi; examples of handouts; examples of effective integration of instructional media in classroom instruction or work assignment, if any; professional growth activities, if any; examples or description of appropriate committee work, if any; and any materials that the evaluatee wishes the evaluation team to consider. For faculty with non-classroom assignment(s), the portfolio will include a description of duties performed; examples of work product related to duties performed; professional growth activities, if any; examples or description of appropriate committee work, if any; and any materials that the evaluatee wishes the evaluation team to consider. Faculty who have both classroom and non-classroom assignments will include in the portfolio materials as described above related to both classroom and non-classroom assignments.
- 10.2.3 The evaluatee and the evaluation team shall review the peer and management evaluation form, including the evaluation criteria, evaluation process, and timelines for classroom/worksite observations.
- 10.2.4 Evaluation team members will conduct observations to obtain information relevant to the performance criteria to support the evaluation. Such information will be documented in the evaluation report. Each member of the evaluation team will make at least one classroom/worksite observation for tenured faculty and at least two observations for probationary faculty. Any member of the evaluation team reserves the right to conduct unannounced classroom/worksite observations at any time.
- 10.2.5 The evaluation team shall meet and discuss the evaluatee's strengths and weaknesses and any proposed recommendations for improvement or suggestions for professional growth. The evaluation team shall prepare an evaluation report on the appropriate

evaluation forms, which shall be reviewed and discussed with the evaluatee.

- 10.2.6 The evaluatee will receive a copy of the completed evaluation forms within a reasonable period of time after completion. A copy of the completed evaluation report will be placed in the evaluatee's personnel file. The evaluatee will have the opportunity to respond in writing to the evaluation report. Such response must be submitted to the Human Resources office not later than ten (10) working days following the evaluatee's receipt of the evaluation report. This response will be attached to the evaluation report and placed in the evaluatee's personnel file.

10.3 Tenured Faculty Evaluations

Tenured faculty shall be evaluated once every three academic years. The evaluation process shall include a peer review evaluation team and management review.

10.3.1 Composition of Peer Review Team

10.3.1.1 Two (2) Faculty Members:

- a. One (1) selected by evaluatee
- b. One (1) selected as follows: The evaluatee proposes one (1) faculty member and the responsible Dean or area administrator may either agree to this faculty member or the responsible Dean or area administrator may propose one (1) other faculty member for consideration by the evaluatee. If mutual agreement is not reached from these two proposed faculty members the responsible Dean or area administrator will present a list of three (3) other faculty members from which the evaluatee must select one (1) to serve as the other member of the Peer Review Team.

10.3.1.2 Where possible, faculty members shall not serve on consecutive triennial evaluation teams for the evaluatee.

10.3.1.3 Except as provided for below the faculty members on the Peer Review Team shall be from the evaluatee's discipline or from an interdisciplinary program in the faculty member's assignment. If no tenured faculty member is available within the department, the responsible Dean or area administrator will determine a closely related discipline from which the faculty member will be selected. Even if there are sufficient tenured faculty members available in the department, upon mutual agreement between the evaluatee and the responsible Dean or area administrator, one faculty member from outside of the evaluatee's discipline may serve on the evaluation team.

10.3.1.4 If the evaluatee serves in more than one discipline, an attempt shall be made to include a representative from each discipline on the Peer Review Team.

10.3.1.5 The team shall select one of its members to serve as chair and communicate this to the evaluatee at the first meeting with the evaluatee.

10.3.2 Management Review Process

- 10.3.2.1 Dean or area administrator:
 - a. Oversees the peer review process.
 - b. Apprises the Peer Review Team regarding the evaluation process, Peer Review Team performance expectations, the performance criteria on the evaluation form, and types of information relevant to the performance criteria that may be used to document and support the evaluation.
- 10.3.2.2 The Peer Review Team conducts the evaluation, prepares the evaluation report, and submits the evaluation report to the Dean or area administrator.
- 10.3.2.3 The Dean or area administrator either accepts the evaluation report or refers the report back to the Peer Review Team.
- 10.3.2.4 If the evaluation report is accepted by the Dean or area administrator the evaluation is then presented to the evaluatee by the Peer Review Team.
- 10.3.2.5 If the evaluation report is referred back to the Peer Review Team the Dean or area administrator will provide the Peer Review Team with the issues/concerns for the Team to address.
- 10.3.2.6 If the Dean or area administrator determines that the Peer Review Team has satisfactorily addressed the issues/concerns, the evaluation report is then presented to the evaluatee by the Peer Review Team.
- 10.3.2.7 If the Dean or area administrator determines that the Peer Review Team has failed to satisfactorily address the issues/concerns, the Dean or area administrator forwards the evaluation report to the appropriate Vice President for administrative review.
- 10.3.2.8 Upon receipt of the evaluation report the Vice President will provide the evaluatee written notification that the process has been extended for administrative review.
- 10.3.2.9 Upon completion of the administrative review process:
 - a. The evaluation report and the Vice President's determination will be presented to the evaluatee by the Peer Review Team, the responsible Dean or area administrator, and at the Vice President's discretion, the Vice President.
 - b. A copy of the evaluation report and the Vice President's determination shall be placed in the evaluatee's personnel file.

10.3.3 Evaluation Ratings.

- 10.3.3.1 Satisfactory evaluation. If the overall rating is "satisfactory," no follow-up is necessary.
- 10.3.3.2 Needs Improvement Evaluation. If the overall rating is "needs improvement," the Peer Review Team will forward a remediation plan to the appropriate Dean and Vice President for review. After the Vice President,

Dean and Peer Review Team finalize the remediation plan, the Peer Review Team shall present the plan to the evaluatee. The remediation plan will include a timeline for completion and follow-up evaluation.

- a. The evaluatee will undergo a second evaluation during the Spring Semester.
- b. The evaluation will be conducted by the same evaluation team if possible.
- c. The evaluatee shall not be eligible for an overload assignment during the Spring Semester.
- d. If the evaluatee receives a second overall rating of "needs improvement," both of the evaluation reports and remediation plans will be forwarded to the appropriate Vice President for administrative review. The evaluatee will not be eligible for a summer session assignment or an overload assignment in Fall Semester.
- e. If the evaluatee successfully completes each requirement of the remediation plan, and receives an overall "satisfactory" rating in the follow-up evaluation report he/she will be eligible for overload and/or summer session assignment(s).

10.3.3.3 Unsatisfactory Evaluation. If the overall rating is "unsatisfactory," the Peer Review Team shall forward the evaluation report to the appropriate Vice President for administrative review.

- a. If the evaluatee receives an overall rating of "unsatisfactory," the evaluatee shall not be eligible for overload, and/or summer session assignment(s).
- b. If the evaluatee successfully completes each requirement of the remediation plan and receives an overall "satisfactory" rating in the follow-up evaluation he/she will be eligible for overload and/or summer session assignment(s).

10.3.3.4 If the Peer Review Team cannot reach agreement on the overall rating, then each member shall write an evaluation report, and these reports shall be forwarded for administrative review by the appropriate Vice President.

10.4 Probationary Faculty Evaluations.

Probationary faculty shall be evaluated at least once each semester for the first two years of probation and at least once each year for the third and fourth years of probation. This evaluation process shall include peer and management review to be performed on a department, division or area basis.

10.4.1 Composition of Evaluation Team

10.4.1.1 The evaluation team shall consist of:

- a. One (1) tenured faculty member selected by the Department and one (1) tenured faculty member selected by the responsible Dean or area administrator; and the responsible Dean or area administrator.
 - b. Where possible, the same evaluators shall serve on the Fall and Spring evaluation teams for the first and second years of probation.
- 10.4.1.2 Where possible, the faculty members of the First and Second Year evaluation teams shall not include faculty who served on the evaluatee's hiring committee.
- 10.4.1.3 The faculty members of the evaluation team shall be from the evaluatee's discipline. If no tenured faculty member is available within the department, both the Department and the responsible Dean or area administrator will each select a tenured faculty member from a closely related discipline, as determined by the responsible Dean or area administrator.
- 10.4.1.4 If a faculty member serves in more than one area, the evaluation team shall attempt to include a representative from each area who shall evaluate the faculty member in that service area.
- 10.4.1.5 The team shall select one of its members to serve as chair and communicate this to the evaluatee at the first meeting with the evaluation team.
- 10.4.2 Evaluation Ratings - First and Second Year.
 - 10.4.2.1 Satisfactory Evaluation. If the overall rating is "satisfactory" no follow-up is necessary.
 - 10.4.2.2 Needs Improvement Evaluation. If the overall rating is "needs improvement," the evaluation team shall forward a remediation plan to the appropriate Dean and Vice President for review. After the Vice President, Dean and evaluation team finalize the remediation plan, the evaluation team shall present the plan to the evaluatee. The remediation plan will include a timeline for completion and follow-up evaluation.
 - a. If the evaluatee receives a second overall rating of "needs improvement," both of the evaluation reports and remediation plans will be forwarded to the appropriate Vice President for administrative review. The evaluatee will not be eligible for a summer session assignment, or overload assignment in the ensuing Fall Semester.
 - b. If the evaluatee receives an overall rating of "needs improvement" in the Fall Semester, he/she will not be eligible for an overload assignment in the Spring Semester. If the evaluatee receives an overall rating of "needs improvement" in the Spring semester, he/she will not be eligible for a summer session assignment, or an overload assignment in the Fall semester.
 - c. If the evaluatee successfully completes each requirement of the remediation plan, and receives an overall "satisfactory" rating in

the follow-up evaluation report he/she will be eligible for overload and/or summer session assignment(s).

10.4.2.3 Unsatisfactory Evaluation. If the overall rating is "unsatisfactory," the evaluation team shall forward the evaluation report to the appropriate Vice President for administrative review.

- a. If the evaluatee receives an overall rating of "unsatisfactory," the evaluatee will not be eligible for, overload, and/or summer session assignment(s).
- b. If the evaluatee successfully completes each requirement of the remediation plan and, receives an overall "satisfactory" rating in the follow-up evaluation report he/she will be eligible for overload and/or summer session assignment(s).

10.4.2.4 If the evaluation team cannot reach agreement on the overall rating, then each member shall write an evaluation report, and these reports shall be forwarded for administrative review by the appropriate Vice President.

10.4.3 Evaluation Ratings - Third and Fourth Year

10.4.3.1 Satisfactory Evaluation. If the overall rating is "satisfactory" no follow-up is necessary.

10.4.3.2 Needs Improvement or Unsatisfactory Evaluation. If the overall rating is "needs improvement" or "unsatisfactory," in the third year the evaluation team shall forward a remediation plan to the appropriate Dean and Vice President for review. After the Vice President, Dean and evaluation team finalize the remediation plan, the evaluation team shall present the plan to the evaluatee. The remediation plan will include a timeline for completion and follow-up evaluation.

- a. If the evaluatee receives an overall rating of "needs improvement" or "unsatisfactory," the evaluatee shall not be eligible for, overload, and/or summer session assignment(s).
- b. If the evaluatee successfully completes each requirement of the remediation plan, and receives an overall "satisfactory" rating in the follow-up evaluation report he/she will be eligible for overload and/or summer session assignment(s).

10.4.3.3 If the overall rating is "needs improvement" or "unsatisfactory" in the fourth year of probation, the evaluation team will forward the evaluation report to the appropriate Vice President for administrative review.

10.4.3.4 If the evaluation team cannot reach agreement on the overall rating, then each member shall write an evaluation report, and these reports shall be forwarded for administrative review by the appropriate Vice President.

10.4.4 Staff Development Obligations for Probationary Faculty

10.4.4.1 Probationary faculty members shall develop their staff development

plans with their responsible Dean or area administrator.

10.4.4.2 All first and second year probationary faculty shall attend the staff development classes designed for probationary faculty.

10.5 Temporary Full-Time Faculty Evaluations

Temporary full-time faculty shall be evaluated at least once during their term of employment using the same forms and team composition as first year probationary faculty.

10.6 Part-time Faculty Evaluations

10.6.1 The peer and management evaluation forms shall be used to evaluate part-time faculty. The evaluation process will include peer and management review, and student evaluations. The evaluation process may also include self-evaluation and/or a portfolio, as determined by the evaluation team.

10.6.2 Part-time faculty shall be evaluated during their first term of employment in the regular academic year and at least once every three years thereafter. For part-time faculty teaching credit courses, counselors, and librarians the evaluation team shall consist of the Department Chair or designee and one other full-time faculty member from the same division or area (preferably from the same department). The responsible Dean or area administrator may serve on the evaluation team either at the request of the Department Chair or at the discretion of the responsible Dean or area administrator. For part-time faculty teaching non-credit courses the evaluator will be either a full-time faculty member from the non-credit area or an administrator responsible for the non-credit area.

10.6.3 The Dean, area administrator or designee will notify the evaluatee when he/she will be evaluated. The notice will include: the names of the evaluation team members, the components to be used in the evaluation process, and the timelines for the process.

10.6.4 Evaluation team members will conduct observations to obtain information relevant to the performance criteria to support the evaluation. Such information will be documented in the evaluation report. Each member of the evaluation team will make at least one classroom/worksite observation. Each member of the evaluation team reserves the right to conduct unannounced classroom/worksite observations at any time.

10.6.5 The evaluation team will meet and discuss the evaluatee's strengths and weaknesses and any proposed recommendations for improvement or suggestions for professional growth. The evaluation team will prepare an evaluation report on the appropriate evaluation forms. At least one member of the evaluation team will review the evaluation report with the evaluatee.

10.6.6 The evaluatee will receive a copy of the completed evaluation forms within a reasonable period of time after completion. A copy of the completed evaluation report will be placed in the evaluatee's personnel file. The evaluatee will have the opportunity to respond in writing to the evaluation report. Such response must be submitted to the Human Resources office not later than ten (10) working days following the evaluatee's receipt of the evaluation report. This response will be attached to the evaluation report and placed in the evaluatee's personnel file.

10.6.7 The Department Chair or designee, in conjunction with the responsible Dean or area administrator or their designee, may conduct "off schedule" evaluations of a part-time faculty employee as deemed appropriate.

10.7 Administrative Review

When an evaluation report(s) is forwarded to a Vice President for administrative review the Vice President shall review documents, conduct interviews which he/she considers appropriate and may make inquiries and/or observations that he/she considers appropriate. The Vice President shall render a decision and take the action that he/she considers appropriate at the end of the administrative review.

10.8 Administrative Evaluations

In addition to the above-described procedures, other evaluations may be initiated by the responsible Dean or area administrators at any time. These administrative evaluations may include, but are not limited to classroom/worksite observations, student evaluations, student interviews, and other evaluative techniques.

10.8.1 Composition of the Evaluation Team

The initiating Dean or area administrator and the appropriate Vice President will select an evaluation team to address the needs that gave rise to the administrative evaluation.

10.8.2 The results of the administrative evaluation team and their recommendations will be discussed with the evaluatee and provided to the appropriate Vice President. The Vice President will decide if any further action is required.

10.8.3 In the event a tenured faculty member receives a "needs improvement" or "unsatisfactory" administrative evaluation, the faculty member shall be provided with recommendations and reasonable assistance for improvement. If a faculty member receives either a "needs improvement" or "unsatisfactory" administrative evaluation, the evaluatee shall not be eligible for overload, and/or summer session assignment(s). If the evaluatee successfully completes each requirement of the remediation plan, and receives an overall "satisfactory" rating in the follow-up evaluation he/she will be eligible for overload and/or summer session assignment(s).

10.9 Grievance Procedure

Grievances may be filed alleging violation(s) of specific procedures contained in this Article. However, the judgment, assessment and/or final determination of the evaluators shall not be subject to the grievance procedure contained in this Agreement.

ARTICLE 11: SICK LEAVE

(To be negotiated)

ARTICLE 12: PERSONAL NECESSITY LEAVE

- 12.1 A leave of absence for personal necessity shall be granted to eligible faculty unit members.
- 12.1.1 A full-time ten-month unit member is eligible to use a maximum of six (6) days or forty-eight hours of his/her sick leave for a personal necessity leave of absence in any one academic year.
- 12.1.2 A full-time eleven or twelve month unit member is eligible to use a maximum of six (6) days or forty-eight hours of his/her sick leave for personal necessity leave of absence in any one fiscal year [July 1 – June 30].
- 12.1.3 A part-time instructional unit member is eligible to use up to 60% of his/her annually accrued sick leave for a personal necessity leave of absence in any one academic year.
- 12.1.4 A part-time counselor or librarian is eligible to use up to 60% of his/her annually accrued sick leave for a personal necessity leave of absence in any one fiscal year (July 1 – June 30).
- 12.1.5 Overload and summer session sick leave shall not be used for a personal necessity leave of absence.
- 12.2 Personal necessity leave of absence must be approved in advance by the faculty unit member's Instructional Dean/Area Manager.
- 12.3 A necessity is a situation that the unit member cannot reasonably be expected to disregard or a situation that cannot be resolved outside of the unit member's assigned working hours. Included in this definition are:
- 12.3.1 Death of a unit member's immediate family. For the purposes of this Article, immediate family will be the same as listed in Article 17, Bereavement Leave
- 12.3.2 Illness of a unit member's immediate family.
- 12.3.3 Birth of a unit member's child.
- 12.3.4 An accident involving the unit member's person or property or the person or property of the unit member's immediate family.
- 12.3.5 Imminent danger to the home of the unit member.
- 12.3.6 An appearance by the unit member in court as a litigant other than a suit against the District. An appearance of the unit member as a witness called by a party adverse to the District, whether pursuant to a subpoena or not. The unit member will return to work in legal matters in which he/she is not required to be absent for the entire day.
- 12.3.7 Urgent personal business of the unit member.
- 12.4 Payment for a personal necessity leave of absence shall be made upon reasonable verification by the unit member that the absence was due to personal necessity as defined in this article and as requested by the District.

12.5 If the absence is due to subpoena or an official order, the unit member must provide verification from a certified clerk or authorized officer of a court or other governmental jurisdiction. Pursuant to the Education Code, such leave may be taken in minimum increments of one-half day.

12.6 Personal necessity leave will not be approved for any of the following:

12.6.1 Political activities or demonstrations;

12.6.2 Vacation, recreation, or social activities;

12.6.3 Civic or other organization activities;

12.6.4 Any employee association activities;

12.6.5 Routine personal activities;

12.6.6 Occupational investigation.

ARTICLE 13: FAMILY ILLNESS LEAVE

- 13.1 A faculty unit member shall be granted a necessary leave of absence with full pay for serious illness or injury in the employee's immediate family.
 - 13.1.1 A full-time instructional faculty unit member will be granted not more than three (3) days or 24 hours of family illness/injury leave in an academic year.
 - 13.1.2 A part-time instructional faculty unit member will be granted one (1) hour of family illness/injury leave for each 57 hours worked not to exceed 24 hours of family illness/injury leave in an academic year.
 - 13.1.3 An eleven or twelve-month faculty unit member will be granted not more than three (3) days or 24 hours of family illness/injury leave in a fiscal year [July 1 – June 30].
 - 13.1.4 A part-time librarian or counselor unit member will be granted one (1) hour of family illness/injury leave for each 57 hours worked not to exceed 24 hours of family illness/injury leave in a fiscal year [July 1 – June 30].
- 13.2 Family illness leave does not accumulate from one fiscal year [July 1 – June 30] to another.
- 13.3 No deduction shall be made from any other approved leave for use of family illness leave.
- 13.4 Immediate family for the purposes of this article shall be the same as Article 17 Bereavement.

ARTICLE 14: LEAVE FOR BIRTH OF A CHILD

A faculty unit member shall be allowed a one (1) day paid leave-of-absence from regularly assigned duty for the birth of a child of the wife, of the daughter or of the daughter-in-law of the faculty member. Such leave shall be allowed on the occasion of the birth or for necessary purposes directly related to the birth of the child.

ARTICLE 15: JURY DUTY

- 15.1 A faculty unit member shall be granted a leave of absence when called for jury service. The unit member shall receive full wages for days of jury service if both of the following conditions are met:
 - 15.1.1 the time spent in jury service was during his/her normally scheduled work hours and
 - 15.1.2 the employee surrenders his/her payment for jury service, exclusive of meals and mileage, to the District.
- 15.2 The unit member shall notify his/her supervisor when he/she receives the jury summons so that arrangements may be made to cover the employee's assignment, if necessary.
- 15.3 The unit member shall provide to the District certification of jury service.

ARTICLE 16: INDUSTRIAL INJURY AND ILLNESS LEAVE

- 16.1 An industrial injury/illness is any injury/illness which arises out of or in the course and scope of the faculty unit member's work assignment for the District. The unit member who sustains an industrial injury or illness which causes him/her to be absent from his/her regular assignment, will report his/her injury/illness to his/her supervisor within 24 hours or as soon thereafter as possible and will complete a Workers' Compensation form.
- 16.2 The District has designated medical facilities to provide medical treatment for faculty unit members who are injured while performing their duties. The unit member may be treated, if he/she desires, by his/her personal physician if a designated physician form is on file with the District prior to the injury. Unless the unit member has the designated physician form on file, payment will not be made other than to the designated facilities.
- 16.3 The unit member shall be entitled to not less than 60 days of leave for an industrial injury/illness in any one fiscal year for the same injury/illness.
- 16.4 Allowable leave shall not be accumulated from fiscal year to fiscal year [July 1 – June 30]. When an industrial injury/illness leave overlaps into the next fiscal year, the unit member will be entitled to only the amount of unused leave due him/her for the same injury/illness.
- 16.5 Industrial injury/illness leave will be paid beginning the first day of absence due to the injury/illness.
- 16.6 When a unit member is absent from his/her work assignment for the District due to an industrial injury/illness, that unit member will be paid the portion of his/her wages due him/her for period in which the absence occurs. That unit member will be paid the wages which, when added to his/her Workers' Compensation benefits, will result in a payment of not more than his/her full wage. Full wages will include payment for any and all duty assignments during the course of the absence.
- 16.7 If a unit member is not able to return to work upon exhaustion of his/her industrial injury/illness leave, as certified by his/her treating physician, he/she may use sick leave and his/her absence will be deemed to begin on the first day after the termination of the industrial injury/illness leave. If the unit member continues to receive Workers' Compensation benefits, he/she may elect to receive only as much of his/her accumulated sick leave which, when added to his/her Workers' Compensation benefits, will result in a payment to him/her of not more than his/her full wages.
- 16.8 Available industrial injury/illness leave benefits, less retirement and other authorized deductions, will continue to be paid by the District during the 60 days of industrial injury/illness.
- 16.9 Any unit member receiving industrial injury/illness benefits shall, during periods of injury/illness, remain in the State of California, unless the Board of Trustees authorizes travel outside the State.
- 16.10 A unit member will be permitted to return to work after an industrial injury/illness when he/she presents a release to return to work from the physician who treated the unit member for his/her industrial injury/illness. The release to return to work must verify the unit member's ability to return to work on a specific date with or without limitations/restrictions. If the unit member is released to return to work with limitations/restrictions:

- a) the medical release must describe the unit member's limitations/ restrictions with detail and,
- b) the medical release will be signed by the treating physician and will provide the District with an address and telephone number to reach the physician if there are any questions about the limitations/restrictions and,
- c) the District will conduct an interactive discussion with the unit member, using that medical release to determine if the District is able to accommodate the unit member's specific limitations/restrictions.

ARTICLE 17: BEREAVEMENT LEAVE

- 17.1 A faculty unit member shall be granted a paid bereavement for a death in the employee's immediate family.
- 17.1.1 Bereavement leave shall not exceed three (3) calendar days except as described in Section 17.1.2.
- 17.1.2 If 200 or more miles of one-way travel from the campus is required by the death in the immediate family a bereavement leave of not to exceed five (5) calendar days shall be granted.
- 17.2 Immediate family for the purposes of this policy includes: father, mother, brother, sister, spouse, registered domestic partner (as defined in California Family Code Section 297), child, grandchild, stepfather, stepmother, stepson, stepdaughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandfather-in-law, grandmother, grandmother-in-law, niece, nephew, foster parents in lieu of father or mother, foster children, former legal guardian or legal ward living in the employee's immediate household or any relative living in the employee's immediate household.
- 17.3 A faculty unit member must complete the appropriate form [Appendix] and submit the requested certification in order to be granted paid bereavement leave.

ARTICLE 18: FMLA – CFRA

- 18.1 The Family and Medical Leave Act (FMLA) is a federal law that entitles an eligible (as defined in Section 18.4 below) faculty unit member with up to a total of 12 workweeks of unpaid leave for specific reasons during any 12-month period. FMLA leave runs concurrently with Pregnancy Disability Leave (PDL). [See Pregnancy Disability Leave] FMLA leave is an unpaid leave but may run concurrent with the unit member's sick leave, if any. The District may determine that a unit member's request for a leave of absence for illness qualifies as an FMLA and CFRA leave even if the unit member does not request an FMLA and CFRA leave.
- 18.2 The California Family Rights Act (CFRA) is a state law that entitles an eligible (as defined in Section 18.4 below) faculty unit member with up to a total of 12 workweeks of unpaid leave for specific reasons during any 12-month period. CFRA is an unpaid leave but make run concurrently with the qualified unit member's sick leave, if any. CFRA leave runs concurrently with FMLA leave except as described in Section 18.3.
- 18.3 CFRA leave runs concurrently with FMLA leave but does not run concurrently with Pregnancy Disability Leave (PDL). An eligible (as defined in Section 18.4 below) faculty unit member may, therefore, be eligible to take up to twelve weeks of unpaid leave after the Pregnancy Disability Leave (PDL) ends.
- 18.4 A faculty unit member is eligible for FMLA and CFRA leave if he/she meets the following conditions:
- 18.4.1 The unit member has worked for the District for at least twelve calendar months.
 - 18.4.2 The unit member has actually worked for the District for at least 1,250 hours during twelve months (excluding all paid and unpaid leave) prior to the time of the leave. Full-time faculty unit members are presumed to work 1,250 hours unless proven otherwise.
 - 18.4.3 The 12-month period for determining eligibility for use of FMLA and CFRA leave will commence on the first day that FMLA and/or CFRA leave is taken and count backward from that date.
- 18.5 An eligible faculty unit member may take FMLA and CFRA leave for one or more of the following reasons:
- 18.5.1 For the birth and care of the newborn child of the unit member within one year of the child's birth
 - 18.5.2 For the placement of a child with the unit member by adoption or foster care within one year of the child's placement
 - 18.5.3 To care for an immediate family member with a serious health condition. For the purposes of this section, immediate family member is defined by law as a spouse, registered domestic partner (CFRA leave only), a child under the age of 18, a child regardless of age who is incapable of self care because of mental or physical impairment as defined under the Americans with Disabilities Act, or a parent. In-laws are not considered parents under the FMLA.
 - 18.5.4 To take medical leave when the employee is unable to work because of a serious health condition.

- 18.5.5 For necessary matters which arise out of a military family member's active duty or call to active duty. (See 18.14)
- 18.6 An eligible faculty member may take a maximum of four (4) months plus twelve (12) workweeks of FMLA, Pregnancy Disability, and CFRA leave. FMLA and CFRA leave taken for child-bonding must conclude within one year of the birth of the child or placement of a child with a unit member for adoption or foster care.
- 18.7 If both the parents of a new child are working for the District, each parent is entitled to 12 workweeks of leave for child care/child bonding within 12 months after the birth or placement of the child.
- 18.8 An eligible faculty unit member must do the following to request an FMLA and CFRA leave:
- 18.8.1 The unit member must request a leave of absence and provide 30 days notice, if possible.
- 18.8.2 The unit member must provide the District with the reason for the leave.
- 18.8.3 The unit member must provide medical certification of the need for the FMLA and CFRA leave within fifteen days of the request.
- 18.8.4 The unit member may be required to provide periodic notices of intent to return to work.
- 18.8.5 The unit member must agree to submit to a medical examination(s) before returning to work if the District requests it where the leave was for the unit member's own serious health condition.
- 18.9 An eligible faculty unit member may take FMLA and CFRA leave intermittently in increments of no less than one hour at a time during a one year period. Leave to care for a new child must be taken in two (2) week increments, except on two occasions.
- 18.10 An eligible faculty unit member must provide the District with a medical release to return to work with or without limitations/restrictions if the FMLA/CFRA leave was for the unit member's health condition. The medical release must be signed by the health care professional who treated the unit member for the health condition which gave rise to the leave. The medical release must describe the unit member's limitations/restrictions, if any, and the date on which the unit member is able to return to work. The District will meet with the unit member to review any limitations/ restrictions in order to determine if the District is able to accommodate the unit member.
- 18.11 The District will pay the cost of the eligible faculty unit member's health insurance during his/her FMLA and CFRA leave to the same extent as it does while the unit member is working.
- 18.12 An eligible faculty unit member will be returned to his/her original assignment or to a reasonably equivalent assignment upon return to work from an FMLA and CFRA leave; however, a faculty unit member taking FMLA and CFRA leave will have no greater right to reinstatement than if he/she had been working.
- 18.13 An eligible faculty unit member will be entitled to take an additional fourteen weeks of unpaid FMLA leave for a total of twenty-six weeks in a single 12-month period to care for a covered family member who is a military service member with a serious injury or illness incurred in the line of duty while on active duty. The unit member must provide appropriate

documentation for this extension of FMLA leave. Covered family members are the employee's spouse, parent, child (including adult children), and next of kin (as defined by law). The 12-month period for this reason commences on the first day that the employee takes leave under this section.

- 18.14 An eligible faculty unit member will be entitled to 12 workweeks of exigency leave under the FMLA. The unit member must have a covered family member who is a military service member serving in the National Guard or Reserves and the exigency leave must arise out of that military family member's active duty or call to active duty. Covered family members are the unit member's spouse, parent, or child (including adult children). The District's Human Resources Department will provide additional information concerning exigency leave upon request.

ARTICLE 19: SABBATICAL LEAVES

19.1 Purpose of Leave

Sabbatical leave of absence is a privilege accorded to full-time faculty unit members for intellectual refreshment, normally to be obtained by study, research, travel, work experience or other creative activity. The ultimate objectives of sabbatical leaves are the enhancement of service to the District and to increase its distinction. The sabbatical leave of absence is not an earned right, but it is a privilege which may be granted by the Board of Trustees. It is expected, therefore, that applications will be accompanied by a statement of a program which the applicant proposes to follow while on leave, that, on return to regular duty, the unit member will submit a typed report on the leave as a record of professional growth and for retention in the District files.

19.2 Service Eligibility

In order to be considered for sabbatical leave, a faculty unit member must have rendered service in a full-time contract or regular academic position at the District for at least six consecutive years immediately preceding the sabbatical leave. A leave of absence, except a sabbatical leave, does not count as a break in continuity of service for purposes of sabbatical leave consideration. However, any such absence will not be included as service except as stated in Education Code Section 87769.

19.3 Length of Sabbatical Leave and Percentage of Compensation

For purposes of calculating the length of sabbatical leaves:

- 19.3.1 Ten-month faculty unit members who have served six consecutive academic years will be eligible for:
- a one- semester leave at 100% of contract salary or
 - a one academic year leave at 70% of contract salary
- 19.3.2 Ten-month faculty unit members who have served ten consecutive academic years will be eligible for a one-semester or one academic year leave at 100% of contract salary.
- 19.3.3 Eleven-month or twelve-month faculty unit members who have served six consecutive years will be eligible for:
- a five calendar month leave at 100% of contract salary or
 - a ten calendar month leave at 70% of contract salary
- 19.3.4 Eleven-month or twelve-month faculty unit members who have served ten consecutive years will be eligible for a five calendar month leave at 100% of contract salary or a ten calendar month leave at 100% of contract salary.

19.4 Compensation While On Sabbatical Leave

Compensation will be paid to a faculty unit member while the unit member is on sabbatical leave in the same manner as when the unit member is fulfilling regularly assigned duties. Sabbatical leave will be considered as regular service to the District for the purposes of advancement on the salary schedule.

19.5 Return to Service

A faculty unit member returning from a sabbatical leave will be reinstated in the position which he/she held prior to the leave unless he/she agrees to another assignment.

19.6 Required Service Returning from Sabbatical Leave

- 19.6.1 A unit member who is granted a one academic year or ten calendar months sabbatical leave is required to render two full academic years of service to the District after return from sabbatical leave.
- 19.6.2 A unit member who is granted a one semester or five calendar months sabbatical leave is required to render one full academic year of service to the District after return from sabbatical leave.
- 19.6.3 A unit member will furnish a suitable bond indemnifying the District against loss in the event that the unit member fails to render required service.
- 19.6.4 The bond will be exonerated if the unit member fails to render required service due to death or mental or physical disability which precludes the unit member from returning to work.
- 19.6.5 The Board of Trustees may find and by resolution declare that the interests of the District will be protected by the written agreement of the unit member to return to the service of the District and render the required service specified in the agreement following his/her return from leave. The Board of Trustees in its discretion may waive the furnishing of the bond and pay the unit member on sabbatical leave in the same manner as though a bond was furnished.

19.7 Interruption or Non-Completion of Sabbatical Leave Agreement

- 19.7.1 If a unit member suffers a serious illness or injury which interrupts the plan approved for his/her sabbatical leave, he/she must notify the President/Superintendent and submit satisfactory evidence of the illness or injury. The notice must be made in writing within fifteen (15) days of the illness or accident and satisfactory evidence may be submitted within a reasonable period following the notification.
- 19.7.2 A unit member will not be prejudiced if he/she is ill or injured and cannot fulfill the terms of the Sabbatical Agreement. A unit member will be paid under the terms of the Sabbatical Agreement if it is interrupted under the terms of this section.
- 19.7.3 If a unit member is unable to complete his/her Sabbatical Leave Agreement for any reason other than illness or injury, he/she must notify the President/Superintendent in writing immediately. The President/Superintendent will determine the appropriate course of action at that time.

19.8 Assignment Concurrent with a Sabbatical Leave

A unit member who has been granted a sabbatical leave will not be permitted to serve in any assignment or overload assignment at Cerritos College while on leave. If the unit member's

supervisor believes that it is necessary to have the unit member serve in an assignment or overload assignment, permission to make that assignment be granted by the Vice President of Academic Affairs prior to approval of the sabbatical leave by the Vice President of Academic Affairs.

19.9 Payment of State Teachers' Retirement System (STRS)

A unit member who is approved for and takes a one academic year or a ten calendar month sabbatical leave at 70% of contract salary may elect to pay STRS his/her regular contribution on the remaining 30% of his/her contract salary during his/her sabbatical leave. The District will pay the employer and state costs for the unit member who makes this choice. The unit member who chooses to make optional retirement payments is responsible for notifying the Payroll Department before he/she begins making his/her monthly installment payments or making a lump sum payment.

19.10 STRS Service Credit for Sabbatical Leave

Service credit for sabbatical leave can be arranged through the STRS, Records and Statistics Division, Verification Section, in accordance with the provisions of Education Code Section 22902. Inquiries regarding sabbatical leave service and payment thereof should be directed to that office.

19.11 Health and Welfare Benefits during Sabbatical Leave

The District will pay the District's portion of health and welfare benefits as if the unit member were employed in his/her regular assignment.

19.12 Maximum Number of Sabbatical Leaves Granted Annually

The maximum number of sabbatical leaves granted in any one fiscal year (July 1 - June 30) will not exceed five percent (5%) of the full-time unit members. The maximum number of one-year sabbatical leaves will be limited to three percent (3%) of the full-time unit members.

19.13 Sabbatical Leave Committee

19.13.1 The Sabbatical Leave Committee is a standing committee of the Faculty Senate composed of one elected representative for each division. Each division is responsible for electing its representative.

19.13.2 The members of the Sabbatical Leave Committee serve two year staggered terms.

19.13.3 The Sabbatical Leave Committee serves in an advisory capacity to the Faculty Senate. The Sabbatical Leave Committee provides support to and makes recommendations to: (1) unit members applying for a sabbatical leave for the following year and (2) unit members returning from sabbatical leaves who are required to submit sabbatical leave reports.

19.14 Application for Sabbatical Leave

19.14.1 First Call for Letters of Intent

19.14.1.1 An announcement letter will be sent to all full-time unit members by the Sabbatical Leave Committee no later than

the end of the Spring semester prior to the application year. The following information will be provided in the announcement:

- Policies governing sabbatical leaves
- Eligibility requirements
- Deadlines and steps in the application process
- The maximum number of potential sabbatical leaves that may be granted
- A copy of a Letter of Intent Form

19.14.1.2 A unit member must file a Letter of Intent Form for a sabbatical leave by completing the designated Form [See Appendix) and turning in the completed Form to the Office of the Vice President of Academic Affairs no later than the deadline established by the Sabbatical Leave Committee.

19.14.1.3 The Sabbatical Leave Committee will conduct a Sabbatical Leave Orientation for unit members who have filed a timely Letter of Intent Form no later than the Spring semester prior to the application year. The information presented will include:

- An explanation of the Sabbatical Leave policies and procedures
- An explanation of the advisory role of the Sabbatical Leave Committee
- Criteria used in evaluating applications for Sabbatical Leave
- An application form for a Sabbatical Leave
- The contractual commitment to prepare a Sabbatical Leave Report upon return to duty

19.14.2 Second Call for Letters of Intent

19.14.2.1 If the number of approved applications is less than the number allowed by Section 19.12, a notification to all full-time unit members will be made by the Sabbatical Leave Committee which will extend the deadline for submission of applications for two weeks.

19.14.2.2 Further applications from full-time unit members will be accepted until the extended deadline. Unit members will submit the approved form to the Office of the Vice President of Academic Affairs by the revised deadline.

19.14.3 Application for Sabbatical Leave

19.14.3.1 A unit member must submit a Sabbatical Leave Application Form (see Appendix)] in order to be considered for a sabbatical leave in the following academic or fiscal year. The application will include the unit member's plan for his/her sabbatical leave. Application forms must be submitted to the Office of the Vice President of Academic

Affairs no later than on the deadline established by the Sabbatical Leave Committee.

19.14.3.2 A unit member will submit a copy of his/her application to his/her department chair and Instructional Dean/Area Manager as notice of the applicant's intended sabbatical leave.

19.14.3.3 Copies of Applications for Sabbatical Leave will be forwarded by the Office of the Vice President of Academic Affairs no later than the deadline established by the Sabbatical Leave Committee.

19.15 Review of Sabbatical Leave Applications

19.15.1 The Sabbatical Leave Committee will review all applications for Sabbatical Leave during the Fall semester.

19.15.2 The Sabbatical Leave Committee will use the following criteria in reviewing applications for Sabbatical Leave.

19.15.2.1 Clarity in presentation and format

19.15.2.2 Adherence to the application guidelines

19.15.2.3 Value of service to the District

19.15.2.4 Appropriate length and quality

19.15.2.5 Appropriate formal study at an accredited institution of higher education must include eighteen units of upper division or graduate level course work for a one academic year or ten month sabbatical leave and nine units for a one semester or five calendar month sabbatical leave.

19.15.2.6 Self study or travel must include some form of scholarly approach with attention to purpose, detail, and scheduled activities.

19.15.2.7 Research should have a clear description of the research design and proposed methods for investigation. Consultation with the Office of Research and Planning in questionnaire construction is highly recommended.

19.15.3 As the Sabbatical Leave Committee reviews each application, the Committee will send status reports to applicants indicating:

19.15.3.1 Approval

19.15.3.2 Approval pending requested revision and/or additional information

- 19.15.3.3 Request for personal interview with the Committee regarding clarification on the application
- 19.15.3.4 Unacceptable because application does not adhere to the criteria in 19.15.2 and will state the specific criteria.
- 19.15.4 All revised applications must be re-submitted to the Office of the Vice President of Academic Affairs within two weeks of the date of the status report from the Sabbatical Leave Committee.
- 19.15.5 The Sabbatical Leave Committee will review all revised applications. If any application is unacceptable, the applicant will be provided one week to make revisions and submit the application for a third time. If the third revision is not acceptable, the Committee will make that recommendation to the Faculty Senate.
- 19.16 Approval of Sabbatical Leave
 - 19.16.1 The Sabbatical Leave Committee will forward all applications to the Faculty Senate with the Committee's recommendations for approval or denial by the end of the Fall semester.
 - 19.16.2 The Faculty Senate will review the recommendations for approval and denial. The Faculty Senate will forward the applications which it recommends for approval to the Vice President of Academic Affairs immediately.
 - 19.16.3 If the number of approved applications is more than the number allowed by Section 19.12, a list of unit members will be established each year to be alternate(s) in the event of a change of plans by the approved applicants.
 - 19.16.4 The Vice President of Academic Affairs will review the applications forwarded by the Faculty Senate. The Vice President will forward the applications which he/she recommends for approval the President/ Superintendent immediately.
 - 19.16.5 The President/Superintendent will review the applications forwarded by the Vice President of Academic Affairs. The President/ Superintendent will place the applications which he/she approves on the agenda for the next regular meeting of the Board of Trustees.
 - 19.16.6 The Board of Trustees will review the applications at a regularly scheduled meeting and make final approvals of applications for Sabbatical Leaves.
 - 19.16.7 The Human Resources Department will prepare Sabbatical Leave Agreements for the sabbatical leaves approved by the Board of Trustees. The Sabbatical Leave Agreements will be signed by the unit member and the President/Superintendent or his/her designee. The unit member will receive an original copy of the Agreement and a copy of the approved Sabbatical Leave Application. An original copy of the Agreement and the Sabbatical Leave Application will be placed in the unit member permanent personnel file.
- 19.17 Procedures for Changes in Sabbatical Leave Plans
 - 19.17.1 A unit member who is interested in making a change to his/her approved application for sabbatical leave prior to beginning the sabbatical leave or during the sabbatical leave should make a request for change in advance in

writing to the Vice President of Academic Affairs and to the Sabbatical Leave Committee.

19.17.2 A written request for change of an approved application for sabbatical leave must state the change requested and include an amended plan.

19.17.3 The Vice President of Academic Affairs will consult with the Sabbatical Leave Committee regarding any requests for changes to approved sabbatical leave plans. The Vice President will forward the request for change of the approved sabbatical leave plan with his/her recommendation to the President/Superintendent. Unit members will be notified in writing of the approval or denial of the request for change.

19.18 Sabbatical Leave Report

19.18.1 A unit member who is approved for a sabbatical leave and takes his/her sabbatical leave will file a typed report verifying how the Sabbatical Leave Agreement was met.

19.18.2 The Sabbatical Leave Committee will conduct a workshop for unit members returning from sabbatical leaves during the spring and/or fall semester. The unit member will be provided with the following information:

- Suggested outlines for a sabbatical leave report.
- The advisory function of the Sabbatical Leave Committee.
- The criteria used in determining an acceptable report.
- The nature of the contractual obligation to prepare a sabbatical leave report

19.18.3 Each unit member who returns from a sabbatical leave will submit nine copies of his/her Sabbatical Leave Report to the Office of Academic Affairs before final examinations begin in the first semester in which the unit member returns to duty.

19.18.4 If a unit member fails to submit his/her Sabbatical Leave Report timely, the Vice President of Academic Affairs will notify the President/ Superintendent who will determine further disposition of the matter.

19.18.5 If a unit member is unable to submit his/her Sabbatical Leave Report by the deadline, he/she may seek an extension by making a written request to the Vice President of Academic Affairs. The Vice President of Academic Affairs will review the request and forward the request to the President/Superintendent with the Vice President's recommendation for approval or denial. The President/ Superintendent will notify the unit member of the approval or denial of the request for extension. The President/Superintendent will determine the further disposition of the matter.

19.18.6 The Office of Academic Affairs will distribute the sabbatical leave reports to the Sabbatical Leave Committee member for review. Distribution will take place no later than the first week of the second semester following the unit member's return to duty.

- 19.18.7 The Sabbatical Leave Committee will begin review of sabbatical leave reports no later than the deadline established by the Sabbatical Leave Committee.
- 19.18.8 The Sabbatical Leave Committee will use the following criteria to determine whether a sabbatical leave report is acceptable:
 - 19.18.8.1 The report followed the recommended outline for an acceptable sabbatical leave report.
 - 19.18.8.2 The report has clarity in presentation and format.
 - 19.18.8.3 The report verifies fulfillment of the sabbatical leave agreement.
 - 19.18.8.4 The essence of the report is enhancement of service to the District. How this was/will be accomplished must be clearly stated and verified.
 - 19.18.8.5 If the agreement specified a course of study, the report must include an official transcript of eighteen units of course work completed for a one academic year or ten calendar month sabbatical leave and nine units of course work completed for a one semester or five calendar month sabbatical leave.
 - 19.18.8.6 A self-study or travel report, in particular, must include some specific form of scholarly approach with attention to details, purpose and conclusion.
- 19.18.9 The Sabbatical Leave Committee will provide the unit member who has submitted a sabbatical leave report a request for revisions if any are required.
- 19.18.10 The unit member will have two weeks to complete the revisions requested by the Sabbatical Leave Committee. The revised report must be re-submitted to the Committee members within two weeks of the date of the request from the Sabbatical Leave Committee.
- 19.18.11 If the Sabbatical Leave Committee finds a sabbatical leave report unacceptable, the chair of the Committee will notify the Vice President of Academic Affairs of that finding.
- 19.18.12 The Sabbatical Leave Committee will forward approved sabbatical leave reports to the Faculty Senate for review.
- 19.18.13 The Faculty Senate will forward the sabbatical leave reports it has approved to the Vice President of Academic Affairs for review.
- 19.18.14 The Vice President of Academic Affairs will forward the sabbatical leave reports he/she has approved to the President/Superintendent for review.
- 19.18.15 The President/Superintendent will place the sabbatical leave reports which he/she has approved on the agenda for the next regular meeting of the Board of Trustees. The Board of Trustees will review the sabbatical leave reports at a regular meeting of Board and move final approval.

19.18.16 A copy of each Board-approved sabbatical leave report will be preserved electronically by the Academic Affairs Office and a certification of successful completion of the report will be forwarded to Human Resources. The Human Resources Department will place the certification in the unit member's personnel file. An electronic copy of the sabbatical leave report and a copy of the original report will be forwarded to the Library to be maintained as a permanent reference file.

ARTICLE 20: REDUCED WORKLOAD
(To be negotiated)

ARTICLE 21: UNPAID LEAVE OF ABSENCE

- 21.1 The President/Superintendent or the appropriate Vice President and a faculty unit member's immediate supervisor may approve an unpaid leave of absence for a faculty unit member for personal reasons for a period of no more than five (5) days.
- 21.2 A full-time faculty unit member may request an unpaid leave of absence for a period of more than five (5) days but less than one (1) calendar year.
- 21.2.1 In order to request an unpaid leave, the unit member must submit the appropriate request form. The request form must be signed by the unit member's immediate supervisor and appropriate Vice President or the President/Superintendent. Each will recommend that the leave be granted or denied on the form. The request form will then be placed on the Board agenda for consideration of approval by the Board of Trustees.
- 21.2.2 A unit member may also submit a request for second one year unpaid leave of absence for unusual situations. The request form must be signed as detailed in 21.2.1. The request form will then be signed and placed on the Board agenda for consideration of approval by the Board of Trustees.
- 21.3 A full-time faculty unit member requesting an unpaid leave of absence for personal reasons must provide the reason for the leave to the District.
- 21.4 A full-time faculty unit member who is granted an unpaid leave of absence for one calendar month or less shall have his/her health and welfare benefits paid for by the District. A full-time unit member who is granted an unpaid leave of absence for more than one calendar month shall have his/her health and welfare premiums paid by the District until the end of the calendar month in which the employee last worked in paid status.
- 21.5 A full-time faculty unit member who is granted an unpaid leave of absence for more than one calendar month may choose to be covered by his/her group health and welfare benefit plans. In that case, the unit member must pay the premiums monthly during the academic year until he/she returns to work in paid status.
- 21.6 A full-time faculty unit member who returns to work in paid status after an unpaid leave of absence qualifies for reinstatement to District-paid health and welfare benefit programs.
- 21.7 The District shall not pay a faculty unit member's District-paid health and welfare benefits during an unpaid leave of absence for medical reasons. The District will require the unit member to provide proof of injury/illness for an unpaid leave of absence.

ARTICLE 22: GRIEVANCE PROCEDURES

22.1 Definition

- 22.1.1 A "grievance" is a formal written allegation by a grievant that he/she/it has been adversely affected by a violation, misapplication, or misinterpretation of the specific provisions of this Agreement or, for the duration of this Agreement, Faculty Handbook provisions that are within the scope of representation as defined in Government Code Section: 3543.2. The grievance procedure contained in the Faculty Handbook shall become null and void.
- 22.1.2 A "grievant" is a member of the bargaining unit or the Union itself, alleging to have been adversely affected by a violation, misapplication, or misinterpretation of specific provisions of this Agreement.
- 22.1.3 A "day" is any day in which central administrative offices of the District are open for business.
- 22.1.4 The "immediate supervisor" is the first-level manager having line authority over the grievant and who has the authority to adjust the grievance.

22.2 General Provisions

- 22.2.1 Upon mutual written agreement of the District and Union, grievances filed by more than one unit member alleging violation of the same specific provision of this Agreement shall be processed concurrently as a single grievance.
- 22.2.2 Until final disposition of the grievance, the grievant is required to conform to the direction of his/her immediate supervisor unless doing so would pose a real and apparent hazard to the grievant or other unit members or constitute a criminal act. If the unit member fails to conform to the direction of his/her immediate supervisor, the unit member may be subject to appropriate disciplinary action.
- 22.2.3 Grievance meetings shall be scheduled at times mutually acceptable to the grievant and District and, whenever possible, during normal working hours at times that do not interfere with classroom instruction.
- 22.2.4 All procedural documents dealing with the processing of the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the grievant.
- 22.2.5 A grievant may elect to be represented by the Union at each level of the grievance process or present a grievance and represent him or herself and have such grievance resolved up to but not including Level V without the intervention of the Union as long as the resolution is not inconsistent with the terms of this Agreement. The District shall not implement a resolution of a grievance until the Union has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a written response within ten (10) days of receipt of the grievance and the proposed resolution. The grievant shall be present at each step of the grievance procedure, unless otherwise agreed to in writing between the District and Union.
- 22.2.6 When a grievance has been filed by a unit member, the grievant may terminate the grievance procedure at any time by giving written notice to the District.

22.3 Timelines

The grievant and District shall comply with the timelines established in this article, unless extended by mutual written agreement. Failure of the grievant (or the Union pursuant to Level IV) to meet the time limits shall be deemed a withdrawal of the grievance. The grievant may automatically appeal the grievance to the next step in the grievance procedure if the District fails to comply with the time limits. The time limits provided in each step shall begin the day following the expiration of the previous time limit or the day following receipt of the written decision by the District.

22.4 Informal Conference

Prior to filing a grievance at Level I, the grievant shall attempt to resolve the concern with his/her immediate supervisor. Upon mutual agreement, the grievant and his/her immediate supervisor may seek the assistance of the Dean of Academic Affairs or designee to facilitate discussions during the informal conference.

22.5 Formal Level

22.5.1 Level I: Immediate Supervisor

Within twenty (20) days after the occurrence of the act or omission giving rise to the alleged grievance, or within twenty (20) days after the date upon which the grievant should reasonably have been aware of the act or omission giving rise to such grievance, the grievant must present his/her grievance in writing to the immediate supervisor. This statement of the Level I grievance shall be a clear, concise statement of the circumstances giving rise to the grievance; citation of the specific article(s) and section(s) of the Agreement alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought. A copy of the grievance and supporting documents shall be sent to the Vice President of Human Resources. The immediate supervisor shall respond to the grievant in writing within ten (10) days after receipt of the written grievance.

22.5.2 Level II: Appropriate Vice President or Designee

If the grievant is not satisfied with the decision at Level I, he/she may, within ten (10) days of the receipt of the decision from Level I, appeal the decision on the grievance form to the appropriate Vice President or designee. This statement of the Level II grievance shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal. A copy of the appeal and supporting documents shall be sent to the Vice President of Human Resources. Both parties shall meet to discuss the merits of the grievance at the earliest convenient time. The Vice President or designee shall return the form with the decision to the grievant in writing within ten (10) days after meeting with the grievant.

22.5.3 Level III: President or Designee

If the grievant is not satisfied with the decision at Level II, the grievant may, within ten (10) days of the receipt of the decision from Level II, appeal the decision on the grievance form to the President or designee. This statement of the Level III grievance shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal. A copy of the appeal and supporting documents shall be sent to the Vice President of Human Resources. Both parties shall meet to discuss the merits of the grievance at the earliest convenient time.

The President or designee shall return the form with his/her decision to the grievant in writing within ten (10) days after meeting with the grievant.

22.5.4 Level IV: Mediation

If the grievance is not resolved at Level III, the Union, may file a written request to the President or designee for mediation. This request must be filed within fifteen (15) working days from receipt of the decision at Level III.

22.5.4.1 The Union and the District may jointly request that a conciliator/mediator from the California State Mediation and Conciliation Service be assigned to assist the parties in the resolution of the grievance. The parties may jointly agree to hire a mediator not from the California Mediation and Conciliation Service.

22.5.4.2 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant and the District. This agreement shall be precedent setting upon agreement of the parties and shall constitute a settlement of the grievance.

22.5.4.3 In the event that the grievant, the Union, and the President or designee have not resolved the grievance with the assistance of the conciliator/mediator within ten (10) days from the last meeting held by the conciliator/mediator, the Union may terminate Level IV and the grievance may proceed to Level V by notifying the District, in writing, within five (5) days from the last mediation session.

22.5.5 Level V: Arbitration

If the grievant, with the consent of the Union, is not satisfied with the decision at Level III, or the result at Level IV, the Union may, within fifteen (15) days of the receipt of the decision, submit a request in writing to the Vice President of Human Resources for arbitration. The Union and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, the District shall request the State Mediation and Conciliation Service to supply a panel of seven (7) names of persons experienced in hearing grievances in higher education institutions. Each party shall alternatively strike a name until only one name remains. The remaining member shall be the arbitrator. The order of striking shall be determined by lot.

22.5.5.1 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue submitted. If there is dispute by either party as to arbitrability issues of the grievance then the selected arbitrator shall rule on the arbitrability issues at a separate hearing, prior to a hearing on the merits. Upon mutual written agreement, the parties may submit an arbitration brief in lieu of making a personal appearance on the arbitrability issue. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue to be arbitrated by referring to the written grievance.

22.5.5.2 The District and Union agree that the jurisdiction and authority of the arbitrator and the decision rendered by the arbitrator shall be confined exclusively to the interpretation of the express provision or provisions of this Agreement that are at issue. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement

or impose any limitations or obligations not specifically provided for under the terms of this Agreement.

22.5.5.3 A hearing shall take place at which both parties shall have an opportunity to present their case orally, to the arbitrator. Written arguments may also be submitted. The arbitrator shall submit in writing to both parties his/her findings and decision, which shall be advisory only, except as provided in Section 6.5.5.4 below. The Board of Trustees may accept the arbitrator's decision, or may modify in part or reject the decision completely. The Board of Trustees' decision shall be final and binding on all parties.

22.5.5.4 The decision of the arbitrator shall be advisory to the Board of Trustees except for the following articles in which case the decision shall be final and binding and not subject to Board review:

- a. Union rights under Article 3
- b. Evaluation procedures - limited to tenured faculty evaluation procedures only under Article 10
- c. Grievance procedures under Article 22

22.6 The fees and expenses of the arbitrator shall be shared equally by the District and Union. A court reporter will be retained upon the mutual agreement of the District and Union. If the parties are unable to agree, the arbitrator shall make the final determination. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

ARTICLE 23: SCOPE, SAVINGS AND WAIVER OF NEGOTIATIONS

- 23.1 This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements, both written and oral. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary consent of the parties in a written and signed amendment to this Agreement.
- 23.1.1 Each party voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to meet and negotiate or to bargain collectively with respect to any subject or matter whether or not specifically referenced or covered by this Agreement.
- 23.1.2 This Article shall not preclude the parties from meeting and negotiating with respect to collective bargaining agreements to take effect after the expiration of the term of this Agreement.
- 23.2 If any article(s), section(s), or provision(s) of this Agreement be found to be contrary to, or in conflict with, federal or state law, that article, section or provision only shall be rendered void with no effect to any other article(s), section(s), or provision(s) of this Agreement.

ARTICLE 24: TERM OF AGREEMENT AND REOPENER PROVISIONS

24.1 This agreement shall be effective July 1, 2009 through June 30, 2012. All terms and conditions shall be prospectively applied unless specifically stated otherwise, including salary and health and welfare benefits.

24.2 The parties agree to reopen topics of mandatory negotiations according to the following schedule:

24.2.1 For 2009-2010:

1. Transfer of mutually agreed topics from current Faculty Handbook following negotiations based upon the recommendation of a Joint District/CCFF committee. The composition of the committee would be two representatives from each party and the mediator as chair. Committee recommendations shall be submitted to the District and CCFF negotiations teams for review and drafting of contract language;
2. Part-time faculty re-employment rights;
3. Grievance Procedure – including arbitration;
4. Faculty Assignments as related to Evaluation;
5. Union Rights – committee representation
6. Personnel Files

24.2.2 For 2010-2011:

1. Salary and Health and Welfare Benefits;
2. Academic Calendar
3. Class Size/Load Banking
4. Lecture/Lab ratio;
5. Department Chair assigned duties and responsibilities
6. Definition of "Just Cause" for disciplinary action;
7. A maximum of two additional articles each party may select for negotiation.

24.2.3 For 2011-2012:


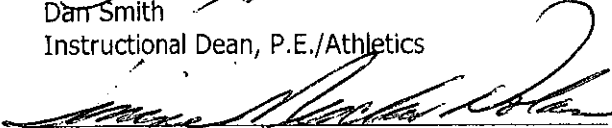
1. Salary and Health and Welfare Benefits;
2. A maximum of two additional articles each party may select for negotiation.

AGREEMENT SIGNATURE PAGE

Cerritos Community College District:



Steve Andelson
Chief Negotiator/Board Representative


Victor R. Collins
Interim Vice President of Human Resources
Adriana Flores-Church
Assistant Director of Human Resources
M.L. Bettino
Dean of Academic Affairs
Dr. Lucinda Aborn
Dean of DSPS
Dan Smith
Instructional Dean, P.E./Athletics
Jenine Nolan
Instructional Dean, Health Occupations

Cerritos College Faculty Federation
Local 6215, CFT/AFT, AFL-CIO:



Dr. Ted Stolze
CCFF President/Chief Negotiator

**Ratified by the Board of Trustees Cerritos
Community College District:**

November 4, 2009

**Ratified by the Cerritos College Faculty
Federation Local 6215, CFT/AFT, AFL CIO:**

November 4, 2009

APPENDIX A

Salary Schedules

**Cerritos Community College District
Faculty Salary Schedule
(Effective 8/13/2007)**

Step	A	B	C	D	E	F
	Bachelor's Degree	Master's Degree	Bachelor's Degree + 50 units including Master's	Bachelor's Degree + 70 units including Master's	Bachelor's Degree + 90 units including Master's	Doctorate Degree
1						
2						
3	50,489	53,072	55,656	58,239	60,824	63,408
4	53,072	55,656	58,239	60,824	63,408	65,990
5	55,656	58,239	60,824	63,408	65,990	68,572
6	58,239	60,824	63,408	65,990	68,572	71,157
7	60,824	63,408	65,990	68,572	71,157	73,743
8	63,408	65,990	68,572	71,157	73,743	76,326
9	65,990	68,572	71,157	73,743	76,326	78,910
* 10		71,157	73,743	76,326	78,910	81,494
11			76,326	78,910	81,494	84,073
12				81,494	84,073	86,662
13					86,662	89,244
14					89,244	91,826
18X		<i>Longevity Increment</i>			91,826	94,410
22X		<i>Longevity Increment</i>			94,410	96,993
26X		<i>Longevity Increment</i>			96,993	99,574
30X		<i>Longevity Increment</i>			99,574	102,160

*Maximum Beginning Step



Explanation of Annual Salary Amounts

Salary amounts on the above schedule are annual salaries for full-time faculty employed on a 10-school month contract basis.

Annual Salary amounts for full-time faculty employed on a 11 or 12-school month contract basis are computed as follows:
Salary schedule amount divided by 10 and multiplied by the number of school months of the contract.

EQUIVALENTS FOR COMMUNITY COLLEGE INSTRUCTORS' CREDENTIALS FOR TEACHING VOCATIONAL SUBJECTS AND FOR THE STANDARD DESIGNATED SUBJECTS' CREDENTIAL IN BUSINESS AND IN TRADE AND INDUSTRY

1. Placement on the Salary Schedule under the California Plan for Vocational Education shall be limited to those instructors with principal teaching assignments (in excess of 50%) in vocational programs or classes as defined by the institution.
2. Transfers from the Basic Teaching Schedule to the Vocational Teaching Schedule may be made on approval of the Board of Trustees.
3. For the Community College Instructors' Credential for teaching vocational subjects and for the Standard Designated Subjects' Credential in Business and in Trade and Industry, placement on the salary schedule and evaluating of the vocational experience, the following formula shall be used:

A. Column Placement:

- 1) If a person has a partial fulfillment credential, but otherwise qualifies for Column B, C, D, or E, he/she shall be placed one column lower on the same step until he/she has fulfilled his/her requirement.
- 2) Associate's Degree equivalency shall be 64 earned units applying towards a Bachelor's Degree or 64 units which could justify the awarding of an Associate's Degree, other than residency.
- 3) Units beyond an Associate's Degree must be earned units which would apply toward a Bachelor's Degree as evaluated by the institution awarding the Bachelor's Degree. Units not applying toward a Bachelor's Degree will not be counted.
- 4) Vocational experience required to meet the schedule below will be counted only for full-time employment. Exceptions may be made only when part-time employment is necessary to meet minimum credential requirements.
- 5) The full-time experience must be verified in writing by the former employer.
- 6) Full-time vocational experience **may not** be earned while working in a full-time teaching position.
- 7) Full-time vocational experience used to qualify for a teaching credential **will not** be counted toward salary placement. Only those full-time years of experience beyond the number of years used for credential will be credited for salary placement.

B. Step Placement:

The full year(s) of experience beyond those used to qualify for the schedule below may be used for step placement.

Column	Basic Teaching Schedule	Vocational Experience Schedule		
		6 Years	4 Years	2 Years
A	Bachelor's Degree	Less than Associate's Degree	Associate's Degree	
B	Master's Degree	Associate's Degree	Associate's Degree + 20 units	Bachelor's Degree
C	Bachelor's Degree + 50 units including Master's Degree	Associate's Degree + 20 units	Bachelor's Degree	Bachelor's Degree + 20 units
D	Bachelor's Degree + 70 units including Master's Degree	Associate's Degree + 40 units	Bachelor's Degree + 20 units	Bachelor's Degree + 40 units including Master's Degree
E	Bachelor's Degree + 90 units including Master's Degree	Bachelor's Degree	Bachelor's Degree + 40 units including Master's Degree	Bachelor's Degree + 60 units including Master's Degree

EXPLANATION OF SALARY SCHEDULE

1. All degrees/coursework submitted for salary schedule placement shall have been earned from an accredited college or university.
2. The salary schedule is based on an earned baccalaureate degree. Units to be counted for column placement for columns B, C, D, E, and F are those earned after the baccalaureate degree (including Master's and Doctorate degrees).
3. Units for advancement across the basic salary schedule must be earned by either, or a combination of both, of the following methods: (Unit means Semester Unit of Credit.)
 - a) Units earned for graduate courses or upper division undergraduate courses taken for graduate credit from an accredited college or university and verified by an official transcript.
 - b) Units earned for Instructional Program Development projects. Procedures for the preparation of proposals and the procedure for determining number of units of credit allowed are outlined in the Faculty Handbook.

Note: Both released time and salary credit will not be granted for the same program development project.
4. With prior approval of the President-Superintendent and/or Vice President of Academic Affairs/Provost, courses of study other than those defined above may be used for advancement across the salary schedule.
5. The maximum initial placement on the salary schedule shall be Step 10. One step will be allowed for each full year of **full-time paid academic employment experience**. Partial years **cannot** be credited. (Experience must be verified by official letter or other written document.) **NOTE:** Effective August 13, 2001 Steps 1 and 2 are eliminated from the Full-Time Faculty Salary Schedule, and those faculty placed on Steps 1 and 2 shall be placed on Step 3. Step placement for all other faculty shall remain the same and in accordance with the criteria for step placement in effect prior to this change to the salary schedule. For new faculty employed effective July 1, 2002 and after the criteria for initial step placement shall be as follows: employees with no qualifying experience will be placed on the entry Step 3, those with one (1) year of experience will be placed on Step 4, two (2) years of experience on Step 5, and so on to a maximum initial placement on Step 10 with seven (7) or more years of experience.
6. An employee must render at least 75% of **the working days of his/her work year in paid status** in order to qualify for a year's service advancement on the salary schedule.
7. Deviation from normal schedule shall be made only by special action of the Board of Trustees.
8. Column and/or step advancements on the schedule shall be granted only at the beginning of each contract year of employment. Step advancements (including longevity increments) shall be granted automatically by the District based upon paid service requirements.
9. An employee may apply for column advancement(s) by completing a Salary Advancement Application form, which is distributed to all faculty by the Human Resources office each January. In order to be granted advancement, written evidence verifying completion of requirements for such advancement must be received in the Human Resources office in accordance with the following:
 - a) **Faculty employed on a 10-school month contract basis:** Verification must be received **not later than September 1** of the contract year in which the advancement is to be effective.
 - b) **Faculty employed on a greater than 10-school month contract basis (i.e. 11 or 12 school month contract):** Verification must be received **not later than July 1**, in order for the advancement to be effective July 1 of that contract year; OR **not later than September 1**, in order for the advancement to be effective September 1 of that contract year.
10. A full-time teaching load is fifteen (15) teaching units per semester, or thirty (30) teaching units per academic year.
11. Any teaching assignment above the full-time teaching load, whether the teaching is done day or night, shall be compensated on an hourly rate basis.

LONGEVITY INCREMENT
(Revised Effective 1992-93 Academic Year)

Faculty employees reaching the maximum step (Step 14) on Column E or F of the salary schedule will be granted longevity salary increments in accordance with the following procedures:

- a) The amount of the increment shall be equal to the difference between the last two steps in column E.
- b) The initial longevity increment (18X) is granted to those ***employees who have rendered at least four full-time years of service*** at the maximum salary step of Column E or F. Subsequent longevity increments shall be granted after rendering four full-time years of service on each increment step (i.e., 18X, 22X, and 26X).
(Note: Full-time years of service credited for purposes of these advancements shall be the same as for regular step advancements. See Item #6 under "Explanation of Salary Schedule.")
- c) This policy is effective July 1, 1992, based upon approval by the Board of Trustees on June 2, 1992, and shall be implemented in accordance with administrative rules and regulations as agreed to by the District and the Faculty Salary Committee. Such rules and regulations for the implementation of this longevity increment policy are as provided in the President-Superintendent's memorandum to all full-time faculty employees dated July 8, 1992 (copies available in the Human Resources office).

**HOURLY OVERLOAD AND/OR SUBSTITUTE
PAY RATE FOR REGULAR AND CONTRACT FACULTY**

For a regular or contract Cerritos College faculty employee (employed on a contract or regular basis), the rate of pay for service beyond his/her full-time contract load shall be 1/100th of his/her monthly (school month) rate for instructors, 1/140th of his/her monthly (school month) rate for counselors, and 1/160th of his/her monthly (school month) rate for librarians. In no case will the minimum rate per hour be less than the hourly rate he/she would be eligible to receive had he/she been employed as a part-time instructor, counselor, or librarian.

The rate of pay a faculty employee shall receive as a substitute employee shall be the same he/she would receive if he/she were serving on an hourly basis.

**SUMMER SCHOOL PAY RATE
FOR REGULAR AND CONTRACT INSTRUCTORS**

The summer session salary for a regular or contract Cerritos College instructor shall be based upon the adopted salary schedule and shall be in proportion to what the summer school assignment bears to a full-time assignment.

The maximum teaching load for an instructor during a summer session shall be six (6) teaching units.

If, in case of an emergency, an instructor is permitted to teach more than six (6) units, all units above six (6) shall be considered as overload and paid for at an overload rate.

Summer session salaries shall be based upon the salary schedule of the academic year immediately preceding the summer session.

**TEMPORARY PART-TIME AND/OR SUBSTITUTE
HOURLY FACULTY SALARY SCHEDULE**
(Effective: August 13, 2007; Board Approved: June 18, 2008)

HOURLY AND/OR SUBSTITUTE PAY

INSTRUCTORS

For temporary part-time and/or substitute hourly instructors, the hourly rate shall be as follows for all teaching assignments:

First two semesters	\$48.83
Third and Fourth Semesters	\$51.71
Fifth and Sixth Semesters	\$54.60
Seventh and Eighth Semesters	\$57.46
Nine or more Semesters	\$60.33

1. Only full fall or spring semesters taught can be applied to salary advancement on the part-time schedule. For the purpose of crediting semesters of service for salary step advancement, a minimum of 36 hours of service in a semester is required to be counted as a semester.
2. The semester count for this schedule will begin September 1971.
3. Advancement on the salary schedule will be granted only at the beginning of employment in any one academic year.

COUNSELORS

For temporary part-time and/or substitute hourly counselors, the hourly rate shall be as follows:

First Four Semesters	\$40.23
Five Semesters or more	\$43.10

1. Only full fall or spring semesters taught at Cerritos College can be applied to salary advancement on the part-time schedule.
2. The semester count for this schedule will begin September 1972.
3. Advancement on the salary schedule will be granted only at the beginning of employment in any one academic year.

LIBRARIANS

For temporary part-time and/or substitute hourly librarians, the hourly rate shall be as follows:

First four semesters	\$40.23
Five semesters or more	\$43.10

1. Only full fall or spring semesters taught at Cerritos College can be applied to salary advancement on the part-time schedule.
2. The semester count for this schedule will begin September 1972.
3. Advancement on the salary schedule will be granted only at the beginning of employment in any one academic year.

FORMER FULL-TIME ACADEMIC EMPLOYEES HIRED FOR TEMPORARY AND/OR SUBSTITUTE HOURLY FACULTY EMPLOYMENT

(This policy was approved by the Board of Trustees on July 7, 1992.)

All temporary part-time and/or substitute hourly faculty employees who have been employed by the District as full-time academic employees at an hourly rate equal to or higher than the maximum rates on the above schedules at the time of termination of such employment shall be paid on the basis of the maximum step of the appropriate part-time hourly faculty salary schedule for any temporary part-time and/or substitute hourly employment.

All temporary part-time and/or substitute hourly faculty employees who have been employed by the District as full-time academic employees at an hourly rate less than the maximum rates on the above schedules at the time of termination of such employment shall be placed on the appropriate step of the applicable part-time hourly faculty salary schedule based upon previous District service and paid on the basis of such step placement for any temporary part-time and/or substitute hourly employment. Subsequent advancement on the part-time schedule shall be in accordance with the provisions for advancement as stipulated in the salary schedule policy.

This policy is effective August 17, 1992, and applies to all former full-time academic employees who were previously compensated on the basis of a "frozen" former overload hourly rate at the time of termination from full-time academic employment, and also to all future full-time academic employees who terminate from employment with the District.

APPENDIX B

Leave Forms