

AGREEMENT BETWEEN

ALLAN HANCOCK COLLEGE JOINT COMMUNITY COLLEGE DISTRICT

AND

CALIFORNIA FEDERATION OF TEACHERS/ PART-TIME FACULTY ASSOCIATION OF ALLAN HANCOCK COLLEGE LOCAL 6185

EFFECTIVE

July 1, 2017 through June 30, 2020

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ARTICLE 1: DURATION

- 1.1 This Agreement is made and entered into this 1st day of July by and between the Allan Hancock Joint Community College District, hereafter referred to as the District, and the California Federation of Teachers/Part Time Faculty Association of Allan Hancock Joint Community College, Local 6185, hereafter referred to as CFT/PFA.
- 1.2 This Agreement was ratified by the CFT/PFA on December 13, 2017 shall become effective on July 1, 2017 and shall continue in effect to and including June 30, 2020.

FOR THE DISTRICT FOR THE CFT/PFA Kevin G. Walthers, Ph.D. Mark James Miller Superintendent/President President CFT/PFA, Local 6185 Kelly Underwood Jeffrey Stein **Negotiations Representative** Director, Human Resources Lead Negotiator/ District Negotiations CFT/PFA, Local 6185 Representative Richard Mahon, Ph.D. Danielle Foster Blanchard Dean, Academic Affairs **Negotiations Representative** District Negotiations Representative CFT/PFA, Local 6185 Jessica Blazer Wes Davis **Director, Business Services** Lead Negotiator/Field Representative California Federation of Teachers District Negotiations Representative

ARTICLE 2: NEGOTIATIONS AND COMPLETION OF AGREEMENT

- 2.1 <u>Notification and Public Notice</u>: If either party desires to alter or amend this Agreement, it shall provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of the law to be fulfilled. However, negotiations shall not begin prior to 120 days before the termination date set forth under Article 1, Duration.
- 2.2 <u>Commencement of Negotiations</u>: Negotiations shall commence as soon as possible after satisfaction of the public notice requirements. Negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.
- 2.3 <u>Number of Negotiators</u>: Each team shall consist of a chief negotiator and up to five (5) representatives.
- 2.4 <u>Reopeners</u>: The parties agree there shall be no reopeners in the current collective bargaining agreement (ending June 30, 2020). Should negotiations be reopened with another employee organization prior to the expiration of an existing multi-year contract on the issues of compensation those applicable articles shall also be reopened with CFT/PFA.
- 2.5 <u>Additions or Changes</u>: Any additions or changes in this Agreement shall become effective upon written agreement between the district and the CFT/PFA.
- 2.6 <u>Completion of Agreement</u>: This Agreement shall constitute the full and complete commitment between both the district and the CFT/PFA. In the event a conflict exists between the specific provisions contained in this Agreement and district practices, policies and procedures, the provisions of the Agreement shall prevail.

ARTICLE 3: RECOGNITION

- 3.1 Recognition: The district recognizes the CFT/PFA of Allan Hancock College as the sole and exclusive bargaining agent for all part-time academic employees on the Allan Hancock Joint Community College District CFT/PFA salary schedules set forth in the appendices of this Agreement. This includes all part-time faculty temporarily teaching overload greater than 0.67 under Ed Code Sections 87478, 87480, 87481, and 87482 as well as assistant athletic coaches not represented by another bargaining unit. Part-time academic employees will be referred to as "bargaining unit members" in this agreement. Bargaining unit members are comprised of two groups: members of the Part-Time Faculty Association with the rights afforded thereto and service fee payers.
- 3.2 Exclusions: Positions excluded from the bargaining unit are as follows:
 - a. All contract (tenure-track), regular (tenured), and temporary contract faculty.
 - b. All faculty assigned to non-state apportionment generating classes.
 - c. All faculty assigned to fee-based classes.
 - d. All faculty who are contracted to teach through agreements with outside entities.
 - e. All positions paid exclusively by stipend.
 - f. All faculty interns.
 - g. All management, supervisory, confidential and classified employees.
- 3.3 <u>Recognition</u>: CFT/PFA recognizes the Board of Trustees as the duly elected representatives, and agrees to negotiate exclusively with its designated representatives through the provisions of the Government Code Section 3540, et seq.

ARTICLE 4: MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 4.1 All matters not specifically covered by this Agreement are reserved to the district. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently, any of the following:
 - 4.1.1 The legal, operational, geographical, and organizational structure of the district, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees.
 - 4.1.2 The financial structure of the district, including all sources and amounts of financial support, income, funding, taxes, and debt, and all means and conditions necessary or incident to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget information process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures.
 - 4.1.3 The acquisition, disposition, number, location, types, and utilization of all district properties, whether owned, rented, leased or otherwise controlled, including all facilities, grounds, parking areas, and other improvements.
 - 4.1.4 All services to be rendered to the public and to district personnel in support of the services rendered, including entering into contracts with private and public vendors for service to the public; the nature, methods, quality, quantity, frequency and standards of services, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment, and tools to be used in connection with such services; including educational, support, construction, maintenance, and repair services.
 - 4.1.5 The utilization of personnel not covered by this Agreement, including, but not limited to, substitutes, casual and provisional personnel, consultants, and supervisory or managerial personnel, and the methods of selection and assignment of such personnel.

- 4.1.6 The educational policies, procedures, objectives, goals, and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, student admission, student attendance, student advancement, student guidance, grading, student testing, student records, health and safety, student conduct, student discipline, transportation, food services, racial and ethnic balance, student extracurricular and co-curricular activities, emergency situations, and the substantive and procedural rights and obligations of students, parents, other personnel, and the public with respect to such matters.
- 4.1.7 The selection, classification, direction, assignment, promotion, demotion, discipline, and termination of all personnel of the district; and equal employment opportunity policies and programs; and the determination as to whether, when, and where there is a job opening.
- 4.1.8 The job classifications and the content and qualifications thereof.
- 4.1.9 The duties and standards of performance for all bargaining unit members, and whether any bargaining unit member adequately performs such duties and meets such standards.
- 4.1.10 The dates, times, and hours of operation of district facilities, functions, and activities, work schedules and the school calendar.
- 4.1.11 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters.
- 4.1.12 The layoff of bargaining unit members as the result of the exercise of any of the rights enumerated above or as a result of the exercise of any of the rights of the district.
- 4.2 All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the district even though not enumerated above, and the express provisions of this Agreement constitute the only contractual limitations upon the district's rights. The exercise of any right reserved to the district herein in a particular manner or the non-exercise of any such rights shall not be deemed a waiver of the district's right or preclude the district from exercising the right in a different manner.

ARTICLE 5: CFT/PFA RIGHTS AND RESPONSIBILITIES

- 5.1 <u>Bulletin Boards</u>: The CFT/PFA shall have the right to use without charge a reasonable part of the non-classroom bulletin board space designated for communication at work sites. Any material to be posted must be dated and must identify the CFT/PFA as the source of the material.
- 5.2 <u>College and Mail Communication Systems</u>: The CFT/PFA is authorized to use the District's communications system, in accordance with District policy and procedures, to communicate matters of CFT/PFA concern and activities to bargaining unit members.
 - 5.2.1 Intercampus Mail: The CFT/PFA is authorized to place written communications related to CFT/PFA activities and matters of CFT/PFA concern in bargaining unit members' district-designated mail boxes. The CFT/PFA may use intercampus mail to send bulk materials from one bargaining unit member to another bargaining unit member to be distributed by that bargaining unit member. The District and CFT/PFA may use intercampus mail for distribution of written materials to bargaining unit members if the materials are of mutual interest to the District and the CFT/PFA.
 - 5.2.2 <u>Group Voice Mail</u>: Setting up group voice-mail, which cannot interfere with college business or work of other college employees, should be coordinated with the director of human resources.
 - 5.2.3 <u>Email</u>: Each bargaining unit member is provided a district email address/account to facilitate the performance of college work, which is intended to be the sole email account used in the performance of that work.
- 5.3 <u>Documents</u>: The district agrees to provide to the CFT/PFA upon written request documents reasonably related to negotiations which are public record.
 - 5.3.1 <u>District Board of Trustee Meeting Agendas and Other Documents</u>: Prior to each monthly meeting of the Board of Trustees, the CFT/PFA will be provided with two (2) copies of the agenda for the current meeting, a copy of the minutes of the previous meeting, and a copy of the monthly warrants if the warrants are not included in the agenda. Confidential communications will be excluded.
 - 5.3.2 <u>Financials</u>: The district will provide to the CFT/PFA upon written request a copy of the tentative budget, proposed budget, and adopted budget and other documents which are available for distribution to the public.

- 5.4 <u>Contract Duplication and Distribution</u>: CFT/PFA and its bargaining unit members have the right to receive a current copy of the contract and all amendments. The district shall print, without charge to CFT/PFA, and deliver to CFT/PFA 30 copies of this contract or amendments, 10 of which are designated for the part-time faculty executive board. The district will post the contract and amendments on the district website for access by all bargaining unit members.
- 5.5 <u>Facility Use</u>: In accordance with district procedures (which include district approval), CFT/PFA and bargaining unit members shall have the right to make reasonable and lawful use of available district facilities for union business at times that do not conflict with scheduled district activities including the instructional program. The CFT/PFA will pay for any cost associated with the use of a facility and/or services.
- 5.6 <u>Telephone Use</u>: The district authorizes the CFT/PFA to use district telephones (excluding facsimile machines) provided calls are placed only to college work sites and the use of the telephone equipment does not interfere with college business. Long-distance telephone calls will not be made from district telephones unless authorized by the vice president, administrative services, and in such cases, the call will be logged in advance with the district business services office, which will bill the CFT/PFA for the cost.
- 5.7 <u>Equipment Use</u>: The CFT/PFA is authorized to use college campus graphics for photocopy and print services for business purposes. CFT/PFA agrees to reimburse the district for the cost of such print services at the same rate as that charged by the district for printing and photocopying services.
- 5.8 <u>Right of Access</u>: The CFT/PFA shall have the right of access at reasonable times to areas in which bargaining unit members work. Reasonable times do not include access to bargaining unit members during their instructional or work assignment period.
- 5.9 <u>Negotiation and Contract Administration</u>: When a CFT/PFA representative is on any district site in the course of conducting an investigation or meeting with an employee regarding working conditions, that representative shall notify the employee's supervisor of their presence. To the extent possible, these meetings or investigations shall not interfere with the normal conduct of business.

- 5.10 <u>Personnel Roster</u>: Upon request, the District will provide the CFT/PFA with a current personnel roster giving the name, home address, and home telephone number of all currently employed bargaining unit members.
- 5.11 <u>Payroll Deduction List</u>: No later than five (5) days after the payroll is distributed to part-time faculty, the district shall provide CFT/PFA with two (2) lists: one which indicates those employees who are members of the Part-Time Faculty Association, and another list which indicates those employees who have a service fee deduction.

ARTICLE 6: GRIEVANCE PROCEDURE

6.1 <u>Definitions</u>:

- 6.1.1 A "grievance" is defined as a formal written allegation by a grievant that a specific provision of this Agreement has been misinterpreted, misapplied, or violated unless the provision has been made non-grievable.
- 6.1.2 A "grievant" is CFT/PFA or any bargaining unit member adversely affected by an alleged violation of the specific provisions of this Agreement.
- 6.1.3 A "day" in this article is a "business day."
- 6.1.4 The "immediate supervisor" in this article is the lowest level administrator who has immediate jurisdiction over the grievant and/or who has been designated by the district to adjust grievances.
- 6.1.5 A "CFT/PFA representative" is the person designated by the CFT/PFA to represent a grievant or CFT/PFA as the grievant.

6.2 <u>General Provisions</u>:

- 6.2.1 Until final disposition of a grievance, the grievant shall comply with the directions of the grievant's immediate supervisor.
- 6.2.2 All documents dealing with the processing of a grievance shall be filed in files separate from the personnel files of the participants.
- 6.2.3 Failure of the grievant to adhere to the time deadlines shall mean that the grievance is settled by the decision at the previous level and that the grievant waives the right to further appeal. The grievance will not be processed further.
- 6.2.4 Failure of the district to adhere to the time deadlines at any level shall mean that the grievance is automatically moved to the next level.
- 6.2.5 By mutual agreement in writing, the grievant and the district may extend the time deadlines at any time.

- 6.2.6 Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular workday of the participants. In any event, meetings shall not be scheduled so as to interfere with the grievant and CFT/PFA representative's teaching schedule unless mutually agreed otherwise by the CFT/PFA and the district. The CFT/PFA representative shall be released from teaching duties for meetings or hearings at Level III which conflict with her/his teaching schedule. If any grievance meeting or hearing must be scheduled during the teaching day, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time necessary for the presentation of the grievance.
- 6.2.7 Either party to the grievance may be represented at any step of the grievance procedure by an individual of the party's choice; however, an agent of a nonexclusive representative group shall not act on behalf of or represent the grievant.
- 6.2.8 The grievant may elect to have the grievance adjusted without the intervention of the CFT/PFA so long as the adjustment is not inconsistent with the terms of this Agreement. Prior to any decision CFT/PFA shall be notified of the grievance and provide input.
- 6.2.9 If a grievance is filed at the end of the academic year and if being left unresolved until the beginning of the subsequent academic year would result in harm to the grievant, then by mutual agreement, the time limits herein will be reduced so that the procedure will be exhausted as soon as practicable.
- 6.2.10 Grievances of a similar or like nature will be joined as a single grievance.
- 6.2.11 The day following a service of a written decision by either of the parties shall be counted as DAY ONE for any deadline.
- 6.2.12 By mutual agreement, at any time prior to arbitration, the grievance may revert to a prior level for reconsideration.
- 6.2.13 A grievant may withdraw a grievance at any step of the grievance procedure by serving written notice of the withdrawal to the district. The parties agree to encourage the handling of grievances in as informal and confidential manner as possible.
- 6.2.14 A formal grievance shall be made on the appropriate grievance form (Appendix D).

- 6.2.15 All documents pertaining to a grievance shall be maintained in a file separate from the bargaining unit member's personnel file. The grievant and CFT/PFA representative may inspect and copy the material contained in this file during business hours.
- 6.3 <u>Procedures</u>: Grievances shall be processed in accordance with the following procedures.

6.3.1 Level I Informal – Immediate Supervisor

Before filing a formal written grievance, the grievant shall attempt to resolve the issue by scheduling and attending an informal conference with her/his immediate supervisor. The grievant may request the presence of a CFT/PFA representative.

6.3.2 Level II Formal – District Grievance Officer

- 6.3.2.1 Any bargaining unit member shall present the grievance in writing on the grievance form to the District Grievance Officer within thirty (30) days of the incident or occurrence which forms the basis for the grievance. Failure to do so within the timelines will render the grievance null and void, and the grievance will be rejected. If the grievance is filed within the time limit, the immediate supervisor shall meet with the grievant and attempt to resolve the matter.
- 6.3.2.2 The written information provided by the grievant shall include a) a description of the specific grounds of the grievance, including, but not limited to, names, dates, and places necessary for a complete understanding of the grievance, b) a listing of the specific provisions of the agreement which are alleged to have been violated, and c) a listing of specific actions requested of the district which will remedy the grievance. Three (3) copies of the grievance form shall be completed by the grievant. The grievant shall submit one copy to the immediate supervisor, one copy to the CFT/PFA (if the CFT/PFA is representing the grievant), and one copy to the office of human resources.
- 6.3.2.3 The District Grievance Officer shall communicate the decision on the grievance to the grievant in writing within ten (10) days after receiving the grievance.
- 6.3.2.4 Within the above time limits, either party may request a personal conference.
- 6.3.2.5 If the grievant is not satisfied with the decision of the immediate supervisor at Level II, he/she may, within ten (10) days, submit an appeal of the decision to Level III.

6.3.2.6 Within the above time limits, either party may request a personal conference.

6.3.4 Level III – Mediation

6.3.4.1 If the grievant is not satisfied with the written decision in section 6.3.3, CFT/PFA may appeal the grievance on his/her behalf to level III, formal, under section 6.3.5, or at the written request of either the grievant, CFT/PFA, or the district, within five (5) working days after the grievant's receipt of the written reply in section 6.3.3, the party may request a mediator from the California State Mediation and Conciliation Service for mediation. If mediation is not acceptable to both parties, then the grievance moves to Level V.

6.3.5 <u>Level IV Formal – Advisory Arbitration</u>

- 6.3.5.1 Arbitrated Grievance: If the grievant is not satisfied with the decision at Level III, CFT/PFA may submit the grievance to arbitration. If CFT/PFA requests advisory arbitration, the district and CFT/PFA shall select an arbitrator from the California State Mediation and Conciliation Service (SMCS) by the method of alternate striking from a list of arbitrators supplied by the SMCS. The request for such list shall be made by the district within five (5) days of the receipt of the Level III appeal. The striking and resultant request for an arbitration hearing date shall be made by CFT/PFA as soon after receipt of the list as possible.
- 6.3.5.2 The arbitrator shall render a decision to the Board of Trustees as soon as possible. With the agreement of the grievant, a request may be made for a hearing bench decision. The arbitrator shall not have the authority to delete, add to or otherwise modify the provisions of this Agreement. The arbitrator's authority shall be limited to deciding whether the district has violated, misinterpreted, or misapplied the referred-to express provision of this Agreement, and such decision shall not imply obligations and conditions to restrict the district in its administration of the terms of this Agreement, it being understood that any matter not specifically set forth herein remains within the management rights of the district.

6.3.6 <u>Level V Formal – Board of Trustees</u>

- 6.3.6.1 The decision of the arbitrator within the limits herein prescribed shall be in the form of a recommendation to the Board of Trustees. The Board shall undertake review of the advisory recommendation at its next regularly scheduled meeting and take formal action accepting or rejecting the advisory recommendations. If a request for review is filed with the Board at least two days before the Board meeting, the Board may permit oral arguments by representatives of the parties, but only in the presence of one another. The Board shall then render a decision on the matter, which shall be final and binding on all parties. If the Board does not render such a decision within thirty (30) days of the board meeting, then it shall be deemed to have adopted the recommendations of the arbitrator.
- 6.3.6.2 The fees and expenses of the arbitrator shall be borne equally by the district and the CFT/PFA.

ARTICLE 7: SEVERABILITY

- 7.1 Savings Clause: If there exists any applicable court determination, law, rule, regulation, or order issued by governmental authority other than the district which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 7.2 <u>Replacement of Severed Provisions</u>: In the event of invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) business days after the provision becomes invalid to attempt to agree to a replacement for the article or section. A business day is any day in which the central administration office of the district is open for business.

ARTICLE 8: SAFETY

- 8.1 Allan Hancock College is committed to providing a safe and non-hazardous working environment. The success of the overall safety program is dependent upon the full cooperation of CFT/PFA. The district shall conform to and comply with all health, safety, and sanitation requirements imposed by state, federal, or applicable local regulations adopted under state, federal, or applicable local law.
- 8.2 Bargaining unit members are required to abide by established district safety rules, policies, and practices including the Illness and Injury Prevention Program.
- 8.3 When a bargaining unit member hears about or sees a condition or circumstance which may prove to be a safety hazard to themselves, co-workers, or students, it is the member's responsibility to report the situation or condition to his/her supervisor or the district safety coordinator and follow-up such verbal notification with a written notice to the district safety committee using the "Hazard/Safety Suggestion Report Form".
- 8.4 <u>Safety Complaint</u>: Upon notification, the district safety coordinator or his/her designee shall investigate any complaint of unsafe or hazardous working condition and, if it is determined that it is unsafe or hazardous, shall work to eliminate or correct the unsafe or hazardous condition as soon as possible.
 - 8.4.1 The district safety coordinator or his/her designee shall notify the bargaining unit member in writing how the hazardous condition has been eliminated or corrected if the member has used the "Safety Hazard Suggestion Report Form" available on the District portal and has identified themselves.
 - 8.4.2 No bargaining unit member shall be in any way discriminated against as a result of reporting any safety or hazardous condition.

ARTICLE 9: LEAVES OF ABSENCE

- 9.1 <u>General Provisions</u>: The following leaves of absence are available to bargaining unit members, subject to the provisions set forth in this article:
 - 9.1.1 Sick Leave
 - 9.1.2 Bereavement Leave
 - 9.1.3 Personal Necessity Leave
 - 9.1.4 Jury Duty and Subpoena Leave
 - 9.1.5 Military Leave
 - 9.1.6 Industrial Leave
- 9.2 <u>Sick Leave Upon Retirement</u>: A bargaining unit member may convert unused sick leave to retirement credit in accordance with California Government Code Section 20862.5 or California Education Code Section 22719 or its successor if the employee is filing a request for sick leave.

9.3 Sick Leave

- 9.3.1 Advanced Sick Leave (Healthy Workplace Healthy Family Act of 2014, AB1522):
 Part-time faculty will be advanced 24 hours of sick leave every July 1 per the
 "Healthy Workplace, Healthy Families Act" (AB1522). Employees hired after July
 1 each year will receive a prorated allocation of the 24 hours of leave provided
 for by the Act. This 24 hours of advanced or 'front-loaded' sick leave will not
 accrue year to year.
 - 9.3.1.1 This leave may be used in accordance to the more generous provisions of the Act, and those more generous provisions defining use and family member will apply to all sick leave provisions.
- 9.3.2 <u>Accrued Sick Leave</u>: Bargaining unit members shall be granted sick leave on the basis of one hour of sick leave for every sixteen and one-half (16.5) hours after the hours have been worked. Sick leave will not be advanced.

- 9.3.2.1 Sick leave will be accumulated from year to year. The district will retain sick leave accrual records indefinitely for active and inactive bargaining unit members currently in the human resources database as of October 1, 2007, and for future active and inactive bargaining unit members. The district will have no obligation to retain sick leave accrual records for bargaining unit members who transfer accrued sick leave in accordance with section 9.3.6. Should retention of sick leave accrual records become a future fiscal liability to the district (CalSTRS implementation of charges to the district), the issue will be brought back for further negotiations.
- 9.3.2.2 Sick leave may be accumulated during fall, spring, summer, and jump start sessions.
- 9.3.3 Upon returning from sick leave, the affected bargaining unit member shall complete a report of absence form within three (3) business days of his/her return. A physician's statement may be required by the district to certify the bargaining unit member's absence and/or to certify that the bargaining unit member is physically able to resume all responsibilities of the position.
- 9.3.4 Bargaining unit members shall be entitled to use up to the equivalent of sick leave granted in a six-month period for the illness or injury of a parent, spouse or domestic partner (as defined in Family Code §297 et. seq.), or child.
- 9.3.5 Upon request, a bargaining unit member will be provided his or her sick leave balance.
- 9.3.6 Accrued sick leave may be transferred to another district providing that the employing district has adopted a procedure to accept such a transfer. It is the bargaining unit member's responsibility to initiate the transfer request through the new employing agency.

9.4 <u>Bereavement Leave</u>

- 9.4.1 Bargaining unit members will be paid for absence from regularly scheduled classes falling within a seven (7) day period of bereavement, not to exceed three (3) successive working days. Bereavement leave may be extended to a maximum of five (5) days within a seven (7) day period when traveling beyond a two hundred fifty (250) mile radius in connection with the bereavement.
- 9.4.2 Additional leave of absence may be granted by the superintendent/president upon a request in writing by the bargaining unit member.

- 9.4.3 Bereavement leave shall not be charged against sick leave. Additional days approved by the superintendent/president or his/her designee will be charged as personal necessity leave in accordance with section 9.5.2.1.
- 9.4.4 Members of the immediate family mean the mother, father, grandmother, grandfather, grandchild of the bargaining unit member, or the spouse or registered domestic partner of the bargaining unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister, brother-in-law, sister-in-law of the bargaining unit member or any relative in the immediate household of the bargaining unit member.
- 9.4.5 Bargaining unit members shall be paid only for those assigned days which fall within the days taken for bereavement leave. Bereavement leave must be used in the semester or term during which the bargaining unit member is assigned; such leave is not accumulated for future use.

9.5 <u>Personal Necessity Leave</u>

- 9.5.1 Bargaining unit members may be absent from duty without loss of pay for those duty days, approved on a day by day basis to a maximum of three (3) days each year, for personal necessity as outlined below. Such leave will be charged against sick leave. The number of scheduled working hours missed while the bargaining unit member is on personal necessity leave shall be deducted from their accumulated sick leave.
- 9.5.2 Personal necessity leave may be used under the following circumstances:
 - 9.5.2.1 The death of a member of the bargaining unit member's immediate family when additional leave is required beyond that provided by bereavement leave in accordance with Board Policy7340 Leaves of Absence.
 - 9.5.2.2 Accident or illness involving a bargaining unit member's person or property or the person or property of the bargaining unit member's immediate family as defined in Board Policy7340 Leaves of Absence.
 - 9.5.2.3 Other emergency or personal necessity involving essential bargaining unit member welfare which is substantiated by the bargaining unit member and approved by the superintendent/president or his/her designee.

- 9.5.2.4 Required appearance brought about as a result of a legal notice to appear as a witness before government or judicial agency or court of law or appearance as a litigant in a legal action. If a witness fee is payable, such fee shall be demanded and collected by the bargaining unit member and remitted to the district up to the bargaining unit member's prorated pay for such absence.
- 9.5.2.5 Absence for father on the occasion of childbirth and absence for mother and/or father to meet legal compliance for adoption.
- 9.5.2.6 An extraordinary special occasion that cannot be scheduled outside of work time (except for, but not limited to, political activities or demonstrations, vacations, recreation, CFT/PFA activities, job searches or investigations, or any form of concerted activities) that is substantiated by the bargaining unit member and approved by the superintendent/president or his/her designee. No more than two (2) days can be used for this purpose in any single fiscal year.
- 9.5.2.7 Maternity/Pregnancy Disability: Bargaining unit members are entitled to use sick leave as set forth in this article for pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absences for other illnesses.
- 9.5.3 Before utilization of personal necessity leave, when the leave is foreseeable, a bargaining unit member shall attempt to arrange leave at a time which is mutually acceptable to the bargaining unit member and his/her supervisor.
- 9.5.4 Immediate family is defined as set forth in section 9.4.4 above.

9.6. Jury Duty and Subpoena Leaves:

9.6.1 Bargaining unit members shall be granted paid leave for jury duty which is served and which is not voluntary (e.g., Grand jury service for which a person volunteers). The bargaining unit member shall provide the district human resources office with a copy of the jury duty notice as soon as it is received. The district reserves the right to discuss with the bargaining unit member the practicality of seeking exemption and/or deferment when jury duty would disrupt classroom instruction. The district will compensate a bargaining unit member who actually performs jury service by paying said bargaining unit member for service missed due to jury service.

- Such compensation shall be at the hourly rate appropriate to the class or service missed. Bargaining unit members shall submit to the district any fees received for jury duty, excluding travel and subsistence expenses, except when assigned classes are not missed. The district requires the bargaining unit member to perform his/her duties scheduled on the day of the jury service which does not conflict with the jury service.
- 9.6.2 Whenever any bargaining unit member is served with a subpoena which compels attendance as a witness, unless a party or an expert witness, said member shall be granted leave of absence with pay equal to the difference between the bargaining unit member's regular pay and any amount received for his/her appearance.
- 9.7 <u>Military Leave</u>: A bargaining unit member will be granted military leave in accordance with applicable state and federal laws.

9.8 <u>Industrial Accident/Illness Leave</u>

- 9.8.1 Bargaining unit members will be entitled to industrial accident leave according to the provisions in Education Code Section 87787 for personal illness or injury that has qualified for Workers' Compensation under the provisions of the State Workers' Compensation Insurance Program.
- 9.8.2 Bargaining unit members shall notify an administrator of any accident or illness arising out of employment with the district as soon as possible.
- 9.8.3 Pursuant to the statutory provisions of the State Workers' Compensation System, the district has a right to have bargaining unit members examined by a physician or psychologist designated by the district at the district's expense to assist in determining the length of time the bargaining unit members will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
 - 9.8.3.1 The bargaining unit member shall have the right to be examined by his/her own personal physician of record at no expense to the district. The physician of record will be designated as required by law.
- 9.8.4 Allowable leave shall be for not less than sixty (60) days during which the college is required to be in session or when the bargaining unit member would otherwise have been performing work for the district in any one fiscal year for the same accident.

- 9.8.5 When an industrial accident or illness leave overlaps into the next fiscal year, the bargaining unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 9.8.6 Allowable leave shall not accumulate from year to year.
- 9.8.7 Industrial accident or illness leave shall commence on the first day of absence.
- 9.8.8 When a bargaining unit member is absent from her/his district work assignment on account of an industrial accident or illness, she/he shall be paid the portion of the salary due him/her for any month in which the absence occurs as when added to her/his temporary disability indemnity will result in a payment to him/her of not more than her/his full salary.
- 9.8.9 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability award.
- 9.8.10 When entitlement to industrial accident or illness leave under this section has been exhausted, accumulated sick leave or other applicable paid leave will be used in full-day increments for each day of industrial accident or illness absence. If, however, the bargaining unit member is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of exhaustion of benefits under this section, the bargaining unit member shall be entitled to use only so much of the person's accumulated or available sick leave, which when added to the workers' compensation award, provides a regular day's pay at the bargaining unit member's regular rate of pay.
- 9.8.11 Bargaining unit members shall upon demand of the district endorse to the district workers' compensation checks issued in the name of the bargaining unit member for any day(s) for which the bargaining unit member received compensation from the district.

ARTICLE 10: PERSONNEL FILES

- 10.1 <u>Personnel File</u>: The district will create and maintain only one official personnel file for each bargaining unit member. The human resources office shall maintain the official personnel file of each bargaining unit member.
- 10.2 Right of Access to Personnel File: Bargaining unit members, or their designees with written authorization from the bargaining unit member, shall have the right to inspect their official personnel file upon reasonable notification during normal business hours of the human resources office. The right of inspection shall not include materials, ratings, reports, or records that were obtained prior to the employment of the bargaining unit member. The bargaining unit member may receive without charge one copy of any document in the official personnel file that has not been supplied previously to the member within the last six (6) months.
- 10.3 Procedure for Insertion of Material into Personnel File: Bargaining unit members shall be provided with copies of any derogatory written material ten (10) business days before it is placed in the member's official personnel file. The bargaining unit member shall be asked to sign a copy of such material as proof that he/she received the material. A bargaining unit member is entitled to respond to derogatory material within ten (10) business days. The written response shall be attached to the material. A business day is any day during which the central administration office of the district is open for business.
- 10.4 <u>Identification of Document Origin</u>: Any materials placed in the official personnel file shall contain the date on which such material was originated and the name of the person who originated the document.
- 10.5 <u>Confidentiality and Access</u>: The official personnel file shall be confidential and shall be available for inspection only to other authorized persons. With the exception of those responsible for maintaining the official personnel file, the district shall keep a log of the names of the persons who have examined the file or who have requested information contained in the file as well as the date such examinations or requests were made. Such log shall be available for examination by the bargaining unit member or his/her representative if authorized in writing by the member.

ARTICLE 11: COMPENSATION

11.1 Salary Schedules

- 11.1.1 <u>2017-18 Fiscal Year</u>: Effective Fall 2017, the part-time faculty salary schedules shall be increased by the 1.56% Cost of Living Adjustment (COLA) indicated in the 2017-18 California State Adopted Budget for Cost of Living Adjustment (COLA).
- 11.1.2 2018-19 Fiscal Year: Effective Fall 2018, if two-thirds the percentage of Cost of Living Adjustment (COLA) indicated in the 2018-19 California State Adopted Budget for Cost of Living Adjustment (COLA) is less than or equal to 0.5%, the entire amount shall be applied to the part-time faculty salary schedules only. If the amount is greater than 0.5%, the parties agree to meet to negotiate the application of the agreed upon COLA among the salary schedules. The meeting shall occur no later than 30 days after the release of the California State Adopted Budget.
- 11.1.2 2019-2020 Fiscal Year: Effective Fall 2019, if two-thirds the percentage of Cost of Living Adjustment (COLA) indicated in the 2018-19 California State Adopted Budget for Cost of Living Adjustment (COLA) is less than or equal to 0.5%, the entire amount shall be applied to the part-time faculty salary schedules only. If the amount is greater than 0.5%, the parties agree to meet to negotiate the application of the agreed upon COLA among the salary schedules. The meeting shall occur no later than 30 days after the release of the California State Adopted Budget.

11.1.3 Appendices:

APPENDIX A – Salary Schedules for Part-Time Faculty (SS70, 71, 72, 73, 74, 75)

And

APPENDIX B – Salary Schedules for Associate Faculty (SS76, 77, 78, 79)

And

APPENDIX C – Salary Schedule for Head Coaches (SS90)

11.1.4 If the state provides restricted funding for part time faculty for the 2017—2018 or the 2018—2019 years, the District agrees to meet with the Part Time Association no later than thirty (30) days after the budget is signed by the Governor to determine how the funds shall be allocated to the bargaining unit.

11.1.5 When part-time faculty are hired as temporary full-time faculty with extended load under Ed Code (except for Ed Code 87470), they will be placed on the full-time faculty salary schedule (SS#60) but remain under the conditions of the Part-Time Faculty Association bargaining agreement.

11.2 Cancellation or Change in Assignment of Classes:

- 11.2.1 <u>Credit Classes</u>: The district shall compensate a bargaining unit member for class preparation whose credit class is cancelled by the district one (1) week prior to the beginning of the semester, summer session, or term or during the first week of late registration and who is not offered another class or non-teaching assignment. Compensation shall be the equivalent of one week's pay for semester length classes or the equivalent for short-term classes, plus actual hours worked in the classroom.
- 11.2.2 <u>Low Enrollment Adjustment</u>: Prior to canceling a class due to low enrollment the District may provide the assigned faculty the option to cancel the class or continue the class with a reduced load adjustment. The load adjustment shall be determined by the number of enrolled students divided by the minimum class size as defined in Board policy.
- 11.2.3 Noncredit Classes: The district shall compensate a bargaining unit member for class preparation whose noncredit lecture class is cancelled by the district one (1) week or less prior to the beginning of the class or during the first week of class, and who is not offered another class or non-teaching assignment.
 Compensation shall be three (3) hours for class preparation, plus actual hours worked in the classroom during the first week of class.
- 11.2.4 The district shall pay no compensation for cancelled classes if the bargaining unit member is offered and accepts another class or non-teaching assignment.
- 11.3 <u>Initial Column Placement</u>: Initial column placement on the credit and noncredit salary schedules shall be based on the definitions for salary placement and procedures for initial column placement as listed with the part-time faculty association salary schedules.
 - 11.3.1 Column and step placement on the associate faculty salary schedules shall be based on the definitions for salary placement and procedures as listed on those salary schedules (SS#76-79).

11.4 <u>Credit/Noncredit Step Placement</u>:

- 11.4.1 Initial Credit Step Placement: The district shall determine initial credit step placement up to step 4 of the credit part-time faculty association salary schedule and up to step 2 of the noncredit part-time faculty association salary schedule. Credit for initial step placement beyond step 1 shall be based upon previous teaching experience in the discipline of assignment at an accredited institution. For initial placement, each step beyond step 1 represents a full year of teaching experience and/or the equivalent of teaching thirty (30) or more credit units. Initial placement at step 2 would require a minimum of thirty (30) or more credit units of teaching in the discipline of assignment. Nothing herein shall change any bargaining unit member's current placement. Eligibility for step 2 placement for noncredit bargaining unit members shall begin fall semester 2006 and apply to all new hires and returning bargaining unit members at step 1 as of fall semester 2006. A bargaining unit member can request a review of their step and column placement at any time.
 - 11.4.1.1 For non-teaching health services nurses, one (1) step placement for every two (2) years of occupational experience shall be given on the credit salary schedule up to step 4 upon employment.
- 11.4.2 <u>Step Advancement</u>: Bargaining unit members shall advance to step 2 through step 7 when they have taught two (2) years, summer included, in their current step level with Allan Hancock College. One (1) year equals two (2) semesters or one (1) semester plus a summer session. Advancement is granted at the beginning of each fall and spring semester, and no more than one (1) year experience can be calculated during any one (1) fiscal year. A fiscal year is from July 1 of the current year through June 30 of the succeeding year.
- 11.4.3 Certified Nursing Assistant (CNA) instructors teaching clinical rotations of skills labs in nursing 411 and 414 shall be paid at the laboratory rate.
- 11.4 <u>Travel between Centers</u>: Transportation of bargaining unit members to their teaching or non-teaching assignment will be at their own expense. If during assigned time, the district requires additional travel of bargaining unit members related to district assigned duties, the district will pay mileage per district policy if they are required to travel to and from college site on the same day.
- 11.5 <u>Professional Development</u>: Bargaining unit members who are currently employed will receive compensation for professional development per CBA Article 12.16.
 - If the district cancels the bargaining unit member's class(es) before he/she has attended the activities, he/she cannot receive compensation.

- 11.5.1 <u>Professional Development Presentations:</u> If a bargaining unit member presents a paid staff development activity, they will receive two (2) hours of professional development pay for each hour of presentation.
- 11.5.2 Bargaining unit members who are currently employed will receive a maximum of six (6) additional hours of professional development for taking part in Accreditation Process during the academic year when the college is being accredited. No more than two (2) bargaining unit members will take part in accreditation process and they will be chosen by the CFT/PFA.
- 11.6 Reimbursement for Association Business: Effective July 1, 2008, when the parties are negotiating a full contract the district will reimburse up to \$29,135 per fiscal year for hours spent by district employees in negotiations or union activities at the activity rate, and for office expenses. There will be no reimbursement for concerted activities and committees, except for the budget, safety, and academic calendar committees. A district employee is defined as a person who currently has an assignment, or had an assignment for at least one of the prior two (2) semesters. When the parties are not negotiating a full contract (re-openers), the district will reimburse up to \$28,135 per fiscal year. Reimbursement claims will be submitted to business services, with supporting documentation, throughout the fiscal year, but not later than May 31.
- 11.7 <u>Cooperative Work Experience</u>: Cooperative Work Experience Education (CWEE) is a program that provides college credit for experiential learning acquired on the job. Participating as a work experience advisor is considered an ancillary duty and will not be considered part of the faculty's teaching load.
 - 11.7.1 Cooperative Work Experience Stipend: Bargaining unit members who participate in the supervision of students will be compensated up to \$100.00 paid on the following schedule: \$60.00 after completion of an initial meeting and relevant documentation is completed and \$40.00 upon the student's successful completion of work experience credit. The bargaining unit member will complete the following activities: meeting with the student, two (2) employer contacts including one (1) onsite visit and the review and completion of appropriate paperwork.
- 11.8 Distance Learning: The District retains the right to assign bargaining unit members to teach distance learning classes. The mode of instruction is not a vested right of the faculty member, and the District maintains the right to assign the faculty to teach onsite or online, as needed.

- 11.8.1 <u>Teaching Requirements</u>: Prior to teaching online, a bargaining unit member shall demonstrate the skills necessary to teach online courses to the satisfaction of the Associate Dean, Learning Resources. Should the bargaining unit member be unable to demonstrate proficiency, he/she will participate in training in the use of the Internet and Canvas, or whatever provider or resource the District has designated to the satisfaction of the Associate Dean, Learning Resources. The bargaining unit member will also work with media services, as needed, for technical assistance.
- 11.8.2 If a bargaining unit member has never taught online before, he/she will receive a \$1,000 stipend the first time he/she teaches online for fulfilling the preparation requirement.
- 11.9 Preparation Time: The District recognizes the value of adequate preparation time to maintain quality of instruction and services. Instructional activities are identified as lecture or lab. For associate faculty, preparation time is compensated as part of the salary schedule. Part-time faculty may be offered preparation time for new courses or courses with exceptional workload at the discretion of the District at the following rates:

Course Type	Ratio	Definition
Lecture	1:1	1 hour of lecture = 1 hour of preparation;
Lab I	1:0.94	1 hour of lab = 56 minutes of preparation;
Lab II	1:0.88	1 hour of lab = 53 minutes of preparation;
Lab III	1:0.71	1 hour of lab = 43 minutes of preparation;
Non-Credit/Service	1:0.167	1 hour of assignment = 10 minutes of preparation.

^{*}Non-Instructional activities do not have prep time.

ARTICLE 12: WORKLOAD and ASSIGNMENT

- 12.1 <u>Purpose</u>: The purpose of this Article is to address the instructional needs of the District and the education needs of students by establishing the work assignments of highly experienced and proven part-time faculty members while providing objective and consistent treatment of bargaining unit members.
- 12.2 Bargaining unit members are "temporary employees" in accordance with the Education Code Section 87482.5. In all cases, part-time and associate faculty assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes, and no part-time faculty member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment preference of that part-time, temporary faculty member.
- 12.3 When there is need for additional faculty service beyond that provided by regular, contract, and/or other District full-time employees, the District will make assignments in accordance with this Article for bargaining unit members.

12.4 Definitions

- 12.4.1 Assignment: Any course, lab, activity, or extra assignment that generates load.
- 12.4.2 <u>Assignment Period</u>: A semester, or term within a semester, excluding summer and intersession, when a bargaining unit member has an assignment.
- 12.4.3 <u>Date of Hire (DoH)</u>: The day an individual is initially hired by the District in a specific discipline. A bargaining unit member may have a DOH in more than one discipline. The DOH for those returning bargaining unit members who have taken a voluntary break in service will be the date they are rehired by the district in that discipline. In case a tie for priority assignment seniority date exists among adjunct faculty in the same discipline, the tie shall be broken by lot.

12.4.5 Part-Time Faculty:

- 1. All newly hired bargaining unit members with no previous service with the District;
- 2. All bargaining unit members whose job description is Activity;
- 3. All bargaining unit members whose assignment is exercise, conditioning, swimming, or a skills lab;
- 4. All bargaining unit members with an FTE of less than 0.10;
- 5. All bargaining unit members whose assignment is a lab only;

- 6. Any bargaining unit member who has not received his/her Gateway evaluation;
- 7. Former full-time faculty with the District in their initial Assignment Period as bargaining unit members; and
- 8. Former bargaining unit member rehires in their initial Assignment Period after a voluntary break in service of greater than four (4) semesters.
- 12.4.6 Associate Faculty: Bargaining unit members who have earned reemployment preference as described in this article.

All bargaining unit members who currently meet the following qualifications: all bargaining unit members who have received a rating of "C" or "S" on their Gateway evaluation or subsequent evaluation and who have elected to receive Associate Faculty Status; and/or

A credit instructor who has successfully completed his/her Gateway evaluation and met the requirements for Associate Status.

- <u>12.5</u> Workload: Temporary employees shall not receive a workload that exceeds 67% of the hours per week considered a full-time assignment for regular employees having comparable duties, as specified by Education Code in Section 87482.5.
- <u>12.6 Assignment of Bargaining Unit Members</u>: The district retains the right to make assignments for all bargaining unit members.
 - A. Bargaining unit members may request an assignment that corresponds to a class prefix as listed in the college catalogue. The minimum qualifications as defined by the California Community College's Chancellor's Office and the district must be met before an assignment can be granted to teach any class.
 - B. Assignments will be made by a dean in consultation with a department chair. The district may cancel or change any assignment for administrative reasons, such as reduction in apportionment or other fiscal constraints.
 - C. Bargaining unit members will receive class and non-teaching assignments after regular and contract faculty assignments have been made. In the event a regular or contract faculty member's regular assignment is cancelled or reduced, the regular or contract faculty member may be assigned to a class or non-teaching assignment previously assigned to a bargaining unit member, no later than seven (7) calendar days after the start of instruction.
 - D. At the discretion of the district, overload assignments shall be given to regular and contract faculty before classes and non-teaching assignments are made available to bargaining unit members. In the event a regular or contract faculty member's

- regular assignment is cancelled or reduced, the regular or contract faculty member may be assigned to a class or non-teaching assignment previously assigned to a bargaining unit member.
- E. Classes assigned to bargaining unit members will not be reassigned to full-time instructors as overload assignments within the thirty (30) calendar day period before the first day of class.

12.7 <u>Eligibility for Associate Faculty Status</u>

- 12.7.1 Part-time faculty who have completed fourteen (14) semesters of service at 0.40 or higher credit load per semester on average per academic year within a eight (8) year period within a specific credit discipline will become eligible to participate in the priority of assignment process in that discipline. Those part-time faculty who are either current contract or retired contract District employees are not eligible to participate in the priority of assignment program.
- 12.7.2 The part-time faculty member must have received satisfactory evaluations for the past three evaluation periods.
- 12.7.3 During the adjunct faculty member's twelfth (or later) semester of service within an eight (8) year period, the adjunct faculty member shall request, in writing, to the appropriate administrator and department chair her/his desire to initiate the Associate Faculty process.
- 12.7.4 Priority of assignment rights will not be granted to part-time faculty who have not initiated the above request with their appropriate manager and department/program chair.
- 12.7.5 If eligibility and application requirements are met, Associate Faculty rights shall begin at the beginning of the employee's seventeenth semester.
 - 12.7.5.1 The act of applying for Associate Faculty status may not be used as grounds for termination, nor shall the District discourage part-time faculty from exercising their right to apply for Associate Faculty status.
- 12.8 Upon initiation of Associate Faculty status, the average teaching load over the past two semesters (the semester of application for and the previous semester) shall be the minimum initial annualized load at which the Associate Faculty member will begin the program. Assignments will continue to be based on an annualized FTEF load within a spread of 0.10 load. (Example: if an adjunct faculty member has a 0.60 FTEF load in the fall when he/she applies, and a 0.40 FTEF load in the previous spring, then he/she has at least 0.40-0.60 FTEF annualized load based on District need.)

- 12.9 All faculty must meet the minimum qualifications in the discipline. Meeting minimum qualifications does not grant the faculty member rights to teach in the discipline. The discipline specific seniority list must be made available to the association upon request.
- 12.10 Professional Responsibilities of Part-Time and Associate Faculty include, but are not limited to the following:

A. General Scope of Responsibilities:

- 1. Excellence in teaching and instruction or service.
- 2. Maintenance of professional growth and academic currency.

B. Teaching and Instruction:

- 1. Plans for and is continually well-prepared to teach or perform service.
- 2. Provides organized delivery of instruction or service.
- 3. Is consistent with the stated and approved goals and content of the course per the course outline of record.
- 4. Inspires students to engage in subject matter.
- 5. Uses standards of student feedback that are clear, fair and followed consistently.
- 6. Requires course rigor sufficient to the mastery of the subject or skills in the course.
- 7. Grades and returns student assignments and tests in a reasonable period of time.
- 8. Consistently assesses Student Learning Outcomes and uses the data to make appropriate changes to course materials and/or delivery of instruction.
- 9. Prepares complete course outlines and syllabi.
- 10. Via the appropriate process, makes revisions to course content as needed for currency; collaborates with department faculty on course content and methods.
- 11. Knowledgeable about and abides by college policies and procedures.

C. Additional responsibilities of Associate Faculty:

- 1. Meets and assists students during office hours or by appointment or at other reasonable times.
- 2. Regularly attends department meetings.
- 3. Carries departmental and/or program responsibilities, including attending department meetings and participating in course and program assessments and in program review.

12.11 <u>Associate Faculty and Part-Time Faculty Credit/Non-Credit Instructional Assignments</u>:

The District will make initial credit assignments.

Due to emergency need, the District may offer a temporary increased assignment not to exceed one academic year. A temporary increase in assignment does not become the basis for future assignments. For example: Instances of extended illness or sabbatical

12.11.1 <u>Credit Activity and Non-classroom Assignments</u>: Bargaining unit members who have activity and non-classroom hourly assignments will not be included in assignment pools or included on an assignment ranking list.

Credit Activity and Non-classroom assignments are duties such as, but not limited to those of: mental health counselor; physical education activity instructor or coach; instructors in skills labs such as writing, foreign language, disabled student services, nursing, other activity and skill lab courses; and exercise, conditioning, and swimming class assignments; nurse; and academic specialist.

Assignments in these areas will be made in a manner consistent with past practice:

- Service with the District.
- Educational preparation, specialization, and recency in discipline.
 Demonstrated knowledge and/or recency of training on teaching methodologies and measurement of learning outcomes.
- Demonstrated skills in meeting the needs of students with special needs.
- Satisfactory performance.
- Availability.
- Opportunity to enhance staff diversity.
- Recognized accomplishments that demonstrate expertise and skill in the field of study beyond that achieved through formal education or unique qualities that would enrich the educational offerings of the district.

12.11.2 Noncredit Assignments:

Noncredit assignments will be made in a manner consistent with past practice and the criteria listed below. Bargaining unit members who have noncredit assignments will not be included in assignment pools (Section 12.7) and will not be included on an assignment ranking list (Section 12.10).

- Service with the district as a part-time instructor.
- Educational preparation, specialization, and recency in discipline. Demonstrated knowledge and/or recency of training on teaching methodologies and measurement of learning outcomes.
- Demonstrated skills in meeting the needs of students with special needs.

- Satisfactory performance through the noncredit evaluation process.
- Availability.
- Site location.
- Opportunity to enhance staff diversity.
- Recognized accomplishments that demonstrate expertise and skill in the field of study beyond that achieved through formal education or unique qualities that would enrich the educational offerings of the district.

12.12 Absences and Leaves:

- 12.12.1 Absences: If a bargaining unit member is too ill to fulfill his or her work schedule assignment or if an extraordinary emergency arises preventing him or her from fulfilling the assignment, he or she shall inform the appropriate work site office staff as soon as possible so that the district may inform the students in a timely manner. Only the program/site administrator may cancel a class or hire substitutes.
- 12.12.2 <u>Voluntary Break In Service</u>: With the written approval of the division dean, associate faculty may be granted a voluntary break in service within a department for educational, professional development, or extenuating circumstances. Associate faculty reinstated after a voluntary break in service of greater than four (4) consecutive semesters will be reinstated as part-time faculty.
- 12.13 <u>Decisions by the District</u>: All decisions made by the District concerning workload, assignment, and support services will not be arbitrary or capricious.
- 12.14 <u>Credit Lecture Size</u>: For credit lecture classes with sixty (60) or more students at census, the instructor may select of two options, a stipend or a reader on the following bases:
 - 1. 60-69 students \$286 per unit of credit provided as a stipend or applied to the cost of a reader.
 - 2. 70-79 students \$338 per unit of credit provided as a stipend or applied to the cost of a reader.
 - 3. 80-89 students \$390 per unit of credit provided as a stipend or applied to the cost of a reader.
 - 4. 90-99 students \$442 per unit of credit provided as a stipend or applied to the cost of a reader.

- 5. 100-109 students \$494 per unit of credit provided as a stipend or applied to the cost of a reader.
- 6. 110-119 students \$546 per unit of credit provided as a stipend or applied to the cost of a reader.
- 7. 120-129 students \$598 per unit of credit provided as a stipend or applied to the cost of a reader.
- 12.15 Bargaining unit members who teach courses that have the improvement of student writing identified as the primary goal of the course, who have student papers designed to meet this goal assigned on a regular basis and who have an added load factor for each of these courses shall receive 1.25 hours lecture unit compensation at their step and column placement on the salary schedule. Writing lab assignment hours shall be computed at the standard activity rate.
- 12.16 <u>Professional Development</u>: The district will offer bargaining unit members professional development opportunities designed to improve performance relative to Article 13 of this Agreement. Part-time faculty who participate in district sponsored professional development activities will receive up to two (2) hours additional pay per semester at the standard activity rate of pay. Associate faculty will participate in professional development as follows:
 - 1. Two (2) all staff days (on the Thursday or Friday immediately prior to the first day of instruction for each semester) at six hours each; plus
 - 2. Two (2) days of District-designated activities (on the Thursday or Friday immediately prior to the first day of instruction for each semester) at six hours each.

Compensation for associate faculty professional development as described above is included in the existing salary schedule.

Professional development activities shall not generate load.

- 12.17 The district shall not require part-time faculty to attend any non-compensated meetings or other professional activities except all orientations for new and continuing bargaining unit members.
- 12.18 <u>Services</u>: An individual bargaining unit member will have, without charge to the member for his or her college assignment, access to available secretarial support, printing and media equipment and supplies, mailboxes, voicemail, and reasonable use for district business of intercampus mail, telephones, and facsimile machines.

12.19 <u>Substitutes</u>: In keeping with Allan Hancock College's goal of supporting student success, bargaining unit employees are encouraged to request a substitute when they are unable to attend class. The faculty leave form will be used by the District to determine if a substitute is available.

ARTICLE 13: PERFORMANCE EVALUATION

13.1 <u>Purpose and Intent</u>: The primary purpose of the evaluation of faculty is the continued improvement of instruction and instructional support services at Allan Hancock College. Other purposes include the maintenance of quality in programs and instruction and the professional competence of the faculty. The evaluation process shall promote professionalism, enhance performance, and be closely linked with professional growth efforts. The evaluation shall not be arbitrary or capricious or discriminatory in scope or practice. Bargaining unit members will not be evaluated more than once in a semester.

13.2 Definitions:

- 13.2.1 <u>Rating Scale</u>: Rating scale consists of four categories: "S" Strong; "C" Competent; "NI" Needs Improvement; "U" Unsatisfactory.
- 13.2.2 <u>Appropriate Evaluation Forms</u>: The appropriate evaluation forms will be used in valuating bargaining unit members with different assignments. (For example there are separate forms for evaluating counselors and another for librarians.)
- 13.2.3 <u>Assignment Period</u>: A semester when a bargaining unit member has an Assignment as indicated on the Notice of Assignment.
- 13.2.4 <u>Qualified Part-Time Faculty Evaluator</u>: part-time faculty member chosen from Associate Faculty and recommended by the department chair.

13.3 <u>Evaluation Schedule for Bargaining Unit Members</u>:

13.3.1 With Credit Assignments Greater Than 0.10:

- 13.3.1.1 Bargaining unit members will be evaluated during each of their first two Assignment Periods. Bargaining unit members who receive a rating of NI on either of these two (2) evaluations will be reevaluated during their next Assignment Period or during an out of cycle evaluation. Bargaining unit members who receive a rating of NI or U will not be rehired. Following the first two Assignment Period evaluations, faculty will be evaluated on three-year cycle (or on an every seventh Assignment Period schedule as long as that schedule does not exceed three years) except when an off-cycle evaluation is necessitated.
- 13.3.1.2 A bargaining unit member who exhibits behavior that places students or the district at risk may be dismissed for just and sufficient cause (Article 17).

- 13.3.2 <u>Timeliness</u>: The District shall make every reasonable effort to evaluate bargaining unit employees as scheduled.
- 13.3.3 Off-Schedule Evaluations: In addition to regularly scheduled evaluations as set forth in this Article, if there is a documented situation regarding the bargaining unit member that indicates an off-schedule evaluation is necessary, the department chair and/or District designee may administer an off-schedule evaluation with approval from the appropriate dean.

13.4 Procedure for Evaluation of Bargaining Unit Members with Credit Assignments:

The evaluation procedure will consist of the following:

- 1. The department chair, with input from the evaluatee, selects an evaluator(s).
- 2. The evaluator will complete standards 7-20 on the evaluation form. The department chair will complete standards 1-6 and other necessary documentation per Section 13.4.2 to prepare a Final Report.
- 3. The evaluator will present and discuss the Classroom/Worksite Observation form with the evaluatee.
- 4. The department chair and administrator will review and sign the Final Report.
- 5. The evaluatee will acknowledge having reviewed the Final Report by signing the report and be given a copy.
- 6. The evaluatee may prepare a written response to the Final Report.
- 7. The Final Report and any written response will be included in the evaluatee's personnel file.

The overall evaluation timeline will be established each term/semester by the District. Within this timeline specific dates to complete each component will be established between the evaluator and evaluatee.

13.4.1 <u>Selection</u>: The department chair or District designee shall select the evaluator, who can be an academic administrator, department chair, full-time faculty, qualified part-time_faculty or qualified District designee. By the date set forth in the evaluation timeline, the department chair or District designee shall notify the evaluatee and shall provide information regarding the process. If the evaluatee objects to the assigned evaluator, he or she may submit to the department chair or District designee or appropriate administrator the names of three alternate evaluators from within the discipline or from a closely related discipline and whose names appear on the list of evaluators of part-time faculty provided by the District and request that an evaluator be selected from the three submitted.

In consultation with the department chair or District designee, the appropriate dean or administrator will select one evaluator from the list of three (3).

13.4.1.1 Compensation for completed evaluations shall be a stipend the same as full-time faculty members.

13.4.2 Credit and Noncredit Evaluation Components:

- 13.4.2.1 <u>Self Evaluation</u>: The Self Evaluation form will be completed by the evaluatee and provided to the department chair by the scheduled date.
- 13.4.2.2 Student Evaluation: For each of the evaluatee's classes, within the scheduled dates a student will be selected to administer the student evaluations. This student will obtain a packet containing the Student Evaluation Forms and instructions and while the evaluatee is outside of the classroom, distribute the Student Evaluation Forms, collect them when completed, and return the sealed and signed packet to the department chair.
- 13.4.2.3 Response to Student Evaluation: By the scheduled date, the evaluatee will receive copies of the tallied section of the Student Evaluation Forms for each class. After reviewing these copies, the evaluatee will complete a Response to Student Evaluations Form for each class and return the response form(s) to the department chair by the scheduled date. Written comments on the Student Evaluation Forms will be returned to the evaluatee in a sealed envelope at the end of the semester or term.
- 13.4.2.4 <u>Classroom Observations</u>: By mutual agreement of the evaluator and the evaluatee, a range of dates for the classroom observation will be agreed upon prior to the observation taking place. Observations may occur in each class taught and will be performed by the evaluator within the scheduled dates. After performing the classroom observation(s), the evaluator will complete standards 7-20 of the Part-Time Faculty Evaluation Rating Form using the Part-Time Faculty Evaluation Rubric by the scheduled date. The evaluator will discuss the observation ratings with the evaluatee. Whether or not a formal evaluation process is occurring, classroom observations by an appropriate administrator or District designee may occur at any time.
- 13.4.2.5 Other Factors: The department chair, with any necessary input from the evaluatee, will rate standards 1-6 of the Part-Time Faculty Evaluation Rating Form by the scheduled date. Any documented commendations or concerns provided by the department chair and/or the appropriate

- administrator may be used to complete these standards. Any documents used must be included in the Final Report.
- 13.4.2.6 <u>Final Report</u>: After all standards of the Part-Time Faculty Evaluation Rating Form are complete and tallied, the evaluation rating will be either an S, C, NI or U. The final report will be signed by the evaluator, the department chair, and the appropriate administrator. If an NI or U is designated, the department chair and dean will review the Final Report with the evaluatee. If rated S or C, upon request, the department chair and dean will review the Final Report. The evaluatee will sign acknowledging receipt of the report. Based on the review of the Final Report, the evaluator and evaluatee may develop goals and/or an improvement plan to be undertaken and completed by the next performance evaluation. The evaluatee's signature does not signify agreement with the Final Report.
- 13.4.2.7 Response to Final Report: The evaluatee may submit a written response to the Final Report to the academic dean within ten (10) business days after receipt. A business day is any day during which the central administration office of the District is open for business. The response time of ten (10) business days after receipt can be extended by mutual agreement by the District and the evaluatee.
- 13.4.3 <u>Filing of Evaluation Materials</u>: The Final Report and any written response thereto by the evaluatee will be included in the evaluatee's official personnel file.

13.5 <u>Procedure for Evaluation of Bargaining Unit Members with Non-instructional</u> Assignments:

The evaluation procedure will consist of:

- the evaluator notifying the evaluatee and providing him or her with information regarding the process.
- the evaluator completing all evaluation components and other necessary documentation per Section 13.5.2 to prepare a Final Report.
- the appropriate administrator reviewing and signing the Final Report.
- the evaluator presenting and discussing the Final Report with the evaluate.
- the evaluatee acknowledging having reviewed the Final Report by signature and given a copy.
- a chance for the evaluatee to prepare a written response to the Final Report.

• inclusion of the Final Report and any written response thereto in the evaluatee's personnel file.

The overall evaluation timeline will be established each term/semester by the District. Within this timeline specific dates to complete each component will be established between the evaluator and evaluatee.

13.5.1 <u>Evaluator and Notification</u>: The appropriate administrator or qualified District designee, including qualified part-time faculty, shall perform the evaluation. By the date set forth in the evaluation timeline, the evaluator shall notify the evaluatee and shall provide information regarding the process.

13.5.2 Non-instructional Evaluation Components:

The District and the CFT/PFA agree that the following forms will used to evaluate non-instructional bargaining unit members.

- 13.5.2.1 <u>Self Evaluation</u>: The Self Evaluation form will be completed by the evaluatee and provided to the evaluator by the scheduled date.
- 13.5.2.2 <u>Student Evaluation</u>: If applicable, the appropriate administrator or District designee shall distribute, administer, and collect the Student Evaluation Forms within the scheduled dates.
- 13.5.2.3 Response to Student Evaluation: If student evaluations were done, the evaluatee will receive copies of the Student Evaluation Forms by the scheduled date. After reviewing these copies, the evaluatee will complete a Response to Student Evaluations Form and return the response form to the evaluator by the scheduled date.
- 13.5.2.4 <u>Worksite Observations</u>: Worksite observations will take place during the shift(s) assigned to the bargaining unit member and will be performed by the evaluator within the scheduled dates. Whether or not a formal evaluation process is occurring, worksite observations by an appropriate administrator or District designee may occur at any time.
- 13.5.2.5 Final Report: Upon completion of the applicable evaluation components, the evaluator will complete the Evaluation Rating Form. Any documented commendations or concerns provided by the appropriate administrator may be used to complete the Evaluation Rating. Any documents used must be included in the Final Report. The final report will be signed by the evaluator, the department chair, and the appropriate administrator. If a NI or U is designated, the department chair and dean will review the Final Report with the evaluatee. If rated S or C, upon request, the department chair and

- dean will review the Final report. The Final Report will go to the dean for signature. The evaluatee will sign acknowledging receipt of the report. Based on the review of the Final Report, the evaluator and evaluatee may develop goals and/or an improvement plan to be undertaken and completed by the next performance evaluation. The evaluatee's signature does not signify agreement with the Final Report.
- 13.5.2.6 Response to Final Report: The evaluatee may submit a written response to the Final Report to the appropriate administrator within ten (10) business days after receipt. A business day is any day during which the central administration office of the District is open for business. The response time of ten (10) business days after receipt can be extended by mutual agreement by the District and the evaluatee.
- 13.5.3 <u>Filing of Evaluation Materials</u>: The Final Report and any written response thereto by the evaluatee will be included in the evaluatee's official personnel file.
- 13.6 The contents of evaluations of bargaining unit members are not subject to the grievance procedures set forth in Article 6; however, a violation of the evaluation process may be grieved.

ARTICLE 14: OFFICE HOURS

- 14.1 <u>Program</u>: Allan Hancock College will provide paid office hours for bargaining unit members with credit assignments who meet the requirements of Section 14.3.
- 14.2 <u>Purpose and Requirements</u>: Office hours will be scheduled in order to ensure maximum availability for student consultation, will be held in an appropriate location on campus or the center as requested and assigned, and must be held in conjunction with a regular schedule listed on course syllabi submitted to and approved by the appropriate dean/director at the beginning of each semester, term within a semester (term), or summer session. Any temporary change in office hours must be reported in advance to the appropriate administrator. Any permanent change in office hours must be requested in writing to and approved by the appropriate dean at least two (2) weeks prior to the change becoming effective.
- 14.3 <u>Eligibility</u>: To be eligible for consideration for office hours, bargaining unit members with credit assignments must:
 - 14.3.1 Have at least a twenty percent (20%) FTE lecture load for the semester, term or summer session to qualify for forty-five (45) minutes per week office hour.
 - 14.3.2 Have at least a forty percent (40%) FTE lecture load for the semester, term or summer session to qualify a ninety (90) minutes per week office hour.
 - 14.3.3 Lecture/Lab combination courses shall qualify for office hours as described above.

A bargaining unit member who meets the eligibility requirements of this Article need not apply for an office hour, but must submit a time sheet in accordance with Section 14.7 to be compensated.

- 14.4 <u>Number of Weeks</u>: Eligible bargaining unit members will be given office hours for the duration set forth in Section 14.3.
 - 14.4.1 <u>Semester Sessions</u>: The office hours will be from week one (1) through fifteen (15) of each semester.
 - 14.4.2 <u>Term and Summer Sessions</u>: The office hours will be from week one (1) through the length of instruction for the term or summer session, excluding the last week.

- 14.5 <u>Compensation</u>: Eligible bargaining unit members with credit assignments will be compensated at \$30.00 per hour. No compensation will be paid for office hours during intercession.
- 14.6 <u>Length of Office Hour</u>: An office hour is no less than forty-five (45) minutes in length. Part-time faculty with a ninety (90) minute office hour per week may schedule two forty-five minute (45) periods or one ninety minute (90) period.
- 14.7 <u>Time Sheet</u>: Office hours must be reported on a time sheet approved by the district for payment. To be compensated for office hours, the time sheet must be submitted to the appropriate dean/director no later than the end of finals week for the semester, term or summer session during which the office hours were held.
- 14.8 Office Space: The district will make arrangements for bargaining unit members to have access to an office space, work room or available classroom for the purpose of assisting students and returning telephone calls related to college work. If computer access is not available in the office or room used by the bargaining unit member, he/she may use the computers in other campus locations designated as available for use by bargaining unit members. This Agreement does not commit the district to provide additional office space or equipment.
- 14.9 <u>Load Factor</u>: Paid office hours do not count toward the sixty-seven percent (67%) load factor.

14.10 Online Office Hours:

- 14.10.1 Bargaining unit members who are teaching distance education courses (utilizing web technology) during a semester, term within a semester (term), or summer session may choose to designate an online office hour, proportional to the load of online courses taught, but not to exceed one hour per week (see section 14.3). An online office hour is subject to the approval of the appropriate academic administrator which shall be obtained at the beginning of each semester, term within a semester (term), or summer session.
- 14.10.2 During this online hour, the bargaining unit member is expected to be logged on to the computer and immediately available to respond to all students through email, a discussion board, chat board, or other online means of communication, as appropriate.

- 14.10.3 This online office hour must be scheduled and posted at a regular day and time each week, just like a regular office hour, though the bargaining unit member may choose to physically hold this online hour off-campus as long as he/she has full computer access at the off-campus location. Information regarding online office hours must be posted along with other office hours within the designated area for posting office hour information. Information regarding virtual and on campus office hours must also be posted within all course syllabi in the given semester of approval.
- 14.10.4 Complete information about online office hours must be submitted to the appropriate academic administrator for pre-approval and all provisions of this article remain applicable.
- 14.10.5 Nothing in this section will limit or preclude the bargaining unit member from holding his/her office hours related to their other (non-online) classes in accordance with the rest of this article.

ARTICLE 15: COUNCILS AND COMMITTEES

15.1 Membership: CFT/PFA will make all appointments of bargaining unit members employed by the district in a faculty assignment for at least one (1) semester during the academic year of the appointment to serve as CFT/PFA representatives on councils or committees as identified in the Councils and Committees Pathways to Decisions manual. The CFT/PFA shall provide the district the names of bargaining unit members who shall

serve on these committees at the time of appointment.

- 15.2 Professional Development Fund: A fund of no less than \$20,000 shall be provided by the District annually in academic years 2017-2020. This allocation is provided to the Academic Senate and is intended only for distribution to part-time and associate faculty via established Academic Senate processes.
 - 15.2.1 Activities compensated under this fund shall be approved by the Academic Senate and may include: department retreats, councils and committee meetings, and other professional development opportunities.
 - 15.2.2 Associate faculty who are already compensated for particular professional development activities as defined by articles 12.10 and 12.16 shall not be eligible for additional dollars for those same activities.

ARTICLE 16: RETIREMENT

- 16.1 If required by the State Teachers' Retirement System (STRS), the district will continue an alternative retirement plan for bargaining unit members under the CalSTRS Cash Balance Benefit Program.
- 16.2 The district will continue the process for CalSTRS Cash Balance Benefit Program contributions for bargaining unit members through payroll deduction.
- 16.3 The district will pay the employer contribution rate as established by STRS on behalf of each participant.

ARTICLE 17: DISCIPLINARY ACTION

- 17.1 When called into a meeting with their supervisor, bargaining unit members shall be notified of the purpose or subject of the meeting. If the purpose of the meeting is investigatory and could reasonably lead to discipline of the employee, the employee may request CFT/PFA representation. Employees shall be allowed to have their CFT/PFA representative present during the meeting if requested as set forth above.
- 17.2 During the meeting, the CFT/PFA representative's role is to assist and counsel the employee. It is not the intent that the CFT/PFA representative solely speak in place of the bargaining unit member.
- 17.3 No disciplinary action shall take place except for just and sufficient cause.

ARTICLE 18: ORGANIZATIONAL SECURITY

18.1 <u>Legislative Mandate</u>: Pursuant to the Government Code bargaining unit members shall be required, as a condition of continued employment, either to join CFT/PFA or to pay the organization a fair share service fee.

18.2 <u>Definitions:</u>

- 18.2.1 An "Association Member" is defined as a bargaining unit member who has provided the CFT/PFA with an application for membership.
- 18.2.2 A "service fee payer" is defined as a member of the bargaining unit who has not provided the CFT/PFA with a membership application.
- 18.3 <u>Automatic Dues or Service Fee Deduction</u>: As a condition of continued employment, all bargaining unit members shall either become members of CFT/PFA or be required to pay a service fee in an amount equal to membership dues. Payment of dues or the service fee shall be initiated through automatic payroll deduction beginning with the first payroll issued once employment with the district has begun. There shall be no charge to the CFT/PFA for such mandatory service fee deduction.
- 18.4 <u>Association Membership</u>: Any bargaining unit member can sign a membership application form in order to join CFT/PFA at any time during their employment with the District. CFT/PFA will provide a copy of the membership application form to business services within thirty (30) days.
- 18.5 <u>Religious Exemption</u>: An employee who is a verified member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to support CFT/PFA financially. Such employee, in lieu of a service fee, shall instruct CFT/PFA in writing with a copy to the district to deduct and pay a sum equal to the representation service fee to a non-religious, non-labor, charitable 501(c)(3) organization, agreed to by the CFT/PFA and the district.
- 18.6 <u>District Responsibilities</u>: With respect to all sums deducted by the district pursuant to authorization of the employee, whether for membership dues or service fees, the district agrees promptly to remit such monies to the CFT/PFA together with an alphabetical list of bargaining unit members the amount of each member's deduction.

- 18.7 The CFT/PFA agrees to save and hold harmless the district from all claims, demands, suits, or any other action arising as a result of the enforcement of this article of the Agreement and agrees to assume the defense upon request of the district in connection with any legal proceedings under this article.
- 18.8 <u>Maintenance of Dues Checkoff</u>: Any employee who is paying dues may stop making those payments by giving written notice to the Association during the period not less than thirty (30) and not more than forty-five (45) days before 1) the annual anniversary date of the employee's authorization or 2) the date of termination of the applicable contract between the employer and the Association, whichever occurs sooner. The employer will honor the employee's check-off authorizations unless they are revoked in writing during the window period, irrespective of the employee's membership in the Association.

ARTICLE 19: ENTIRE AGREEMENT

19.1 This Agreement sets forth a full and complete commitment between the parties. The Agreement may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties in the form of a signed amendment to the Agreement.

ARTICLE 20: PARITY

20.1 <u>Funding</u>: Under the 2001 Budget Act Appropriation for the bargaining unit compensation provides the state may provide funds to be used to assist districts in making compensation for bargaining unit members more comparable to full-time faculty compensation for similar work. As required by law, the district and association have defined a parity goal through the collective bargaining process.

Any increase in compensation made to establish parity shall be contingent on eligibility for and funds received to establish parity under the Budget Act Appropriation for Part-Time Faculty Compensation or equivalent legislation. The district will not make parity payments to bargaining unit members which exceed the amounts received from the State of California for parity allocations.

- 20.2 <u>Definition</u>: When office hours and other such activities as meetings, conferences, and professional development and non-teaching, departmental, or institutional activities such as committees and curriculum development are excluded, parity is defined as 81% (eighty-one percent) of the work commitment of full-time credit instructors (30 hours is 81% of the 37 hour full-time faculty workweek). The 81% (eighty-one percent) figure is derived by apportioning that portion of the commitment devoted by full-time credit instructors to teaching or non-teaching assignments; preparation for class or for non-teaching assignment (e.g., work done by counselors or librarians); communication with students; and grading. Comparable work is thus defined as teaching or non-teaching assignments; preparation for class or for non-teaching assignments; communication with students; and grading. For purposes of this Agreement, it is assumed that a full-time credit instructor spends 81% (eighty-one percent) of his or her contract load in the above named activities.
- 20.3 <u>Computation of Parity</u>: Parity shall be based on the ratio of instruction or service to preparation time. That ratio shall be based upon 81% or the ratios applicable to full-time faculty. For example, a full-time faculty member teaching 15 hours of instruction per week is allocated 15 hours of preparation time at a 1:1 ratio.

Course Type	Ratio	<u>Definition</u>
Lecture	1:1	1 hour of lecture = 1 hour of preparation;
Lab I	1:0.94	1 hour of lab = 56 minutes of preparation;
Lab II	1:0.88	1 hour of lab = 53 minutes of preparation;
Lab III	1:0.71	1 hour of lab = 43 minutes of preparation;
Non-Credit/Service	1:0.167	1 hour of assignment = 10 minutes of preparation.

^{*}Non-Instructional activities do not have prep time.

ARTICLE 21: NO DISCRIMINATION

- 21.1 <u>Discrimination Prohibited</u>: No bargaining unit member shall in any way be favored or discriminated against in wages, hours, or other terms and conditions of employment because of her/his political opinion or affiliations or because of ethnic group identification, race, color, national origin, religion, age, gender, disability, ancestry, or sexual orientation, or other legally protected categories.
- 21.2 This article is not grievable under the grievance procedure of this Agreement. All discrimination complaints will go through the district's equal employment opportunity complaint procedure. Information from the California Department of Fair Employment and Housing and federal Equal Employment Opportunity commission about filing claims of discrimination with these entities is available on their websites.

ARTICLE 22: PARKING PERMITS

- 22.1 Bargaining unit members will pay fees for parking on the Lompoc or Santa Maria campuses. The fee for a fiscal year shall be a flat rate of \$10.
- 22.2 The parking permit shall be portable and may be used on multiple vehicles. Each employee shall be issued one permit only.
- 22.3 Employees will be responsible for contacting campus security when their vehicle information, address, or phone number changes or if the permit is lost or stolen.

<u>Appendix A: Salary Schedules – Part-Time Faculty</u>



ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT

PART-TIME FACULTY SALARY SCHEDULES (Credit) Effective Fall 2017 Term

	Lecture Rates - 1.56% COLA							
STEP	COLUMN	COLUMN	COLUMN	COLUMN IV	COLUMN V	COLUMN VI	COLUMN VII	
1	46.15	49.69	51.20	53.75	56.44	59.25	62.83	
2	48.39	51.98	53.54	56.19	59.02	61.96	65.69	
3	50.66	54.21	55.83	58.63	61.55	64.61	68.51	
4	52.86	56.43	58.12	61.02	64.06	67.29	70.67	
5	55.18	58.71	60.48	63.50	66.70	70.00	74.21	
6	57.42	60.99	62.83	65.94	69.28	72.76	77.09	
7	59.49	63.15	65.07	68.31	71.73	75.31	79.85	

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	Lab Rates - 1.56% COLA							
STEP	COLUMN	COLUMN	COLUMN III	COLUMN	COLUMN V	COLUMN VI	COLUMN VII	
1	40.19	43.30	44.57	46.82	49.14	51.59	54.72	
2	42.13	45.27	46.62	48.93	51.40	53.96	57.20	
3	44.12	47.22	48.64	51.04	53.58	56.27	59.67	
4	46.04	49.13	50.64	53.14	55.79	58.58	61.53	
5	48.08	51.13	52.64	55.29	58.06	60.96	64.62	
6	49.97	53.12	54.72	57.80	60.33	63.33	67.12	
7	51.80	55.02	56.65	59.47	62.43	65.59	69.53	

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	Activity & Non-Classroom Rates – 1.56% COLA							
STEP	COLUMN	COLUMN	COLUMN III	COLUMN	COLUMN V	COLUMN VI	COLUMN VII	
1	29.70	32.31	32.31	32.95	35.31	38.54	41.76	
2	31.13	33.78	33.78	34.44	36.81	40.06	43.30	
3	32.58	35.25	35.25	35.92	38.30	41.57	44.86	
4	34.00	36.71	36.71	37.38	39.78	43.07	46.35	
5	35.53	38.20	38.20	38.92	41.27	44.62	47.91	
6	36.94	39.66	39.66	40.40	42.78	46.12	49.43	
7	38.27	41.09	41.09	41.86	44.29	47.77	51.20	

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	Service Faculty Rates - 1.56% COLA							
STEP	COLUMN	COLUMN	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI	COLUMN VII	
1	35.63	38.77	38.77	39.53	42.38	46.25	50.11	
2	37.34	40.53	40.53	41.31	44.17	48.08	51.94	
3	39.10	42.30	42.30	43.10	45.97	49.88	53.83	
4	40.81	44.06	44.06	44.88	47.73	51.69	55.63	
5	42.62	45.83	45.83	46.71	49.52	53.54	57.49	
6	44.33	47.59	47.59	48.47	51.33	55.35	59.32	
7	45.94	49.31	49.31	50.23	53.15	57.33	61.43	

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CLASS DEFINITIONS FOR SALARY PLACEMENT

COLUMN I

(A) All credit instructors who hold an appropriate and valid California community college life credential and who cannot qualify at a higher column level.

COLUMN II

- (A) Associate degree from an accredited institution and 6 years of related professional experience and appropriate certification to practice or licensure if available.
- (B) Associate degree or high school diploma plus 30 semester units from an accredited institution of higher education and appropriate and valid California community college credential in a specific vocational subject matter.

COLUMN III (A) Bachelor's degree from an accredited institution and 2 years of related professional experience and appropriate certification to practice or licensure if available. (B) Bachelor's degree from an accredited institution and appropriate and valid California community college credential in a specific vocational subject matter. (A) Master's degree from an accredited institution. **COLUMN IV** (B) Bachelor's degree from an accredited institution plus 30 upper division or graduate semester units from an accredited institution issued after bachelor's degree. (1) plus 2 years of related professional experience and appropriate certification to practice or licensure if available. OR (2) plus an appropriate and valid California community college credential in a specific vocational subject matter. **COLUMN V** (A) Master's degree from an accredited institution plus 18 upper division or graduate semester units from an accredited institution issued after master's degree. (B) Bachelor's degree from an accredited institution plus 60 upper division or graduate semester units from an accredited institution issued after bachelor's degree. **COLUMN VI** (A) Master's degree from an accredited institution plus 36 upper division or graduate semester units from an accredited institution issued after master's (B) Bachelor's degree from an accredited institution plus 90 upper division or graduate semester units from an accredited institution issued after bachelor's degree. (1) plus 2 years of related professional experience and appropriate certification to practice or licensure if available. OR (2) plus an appropriate and valid California community college credential in a specific vocational subject matter.

PROCEDURES FOR INITIAL CREDIT COLUMN PLACEMENT

COLUMN VII

1. It shall be the responsibility of the faculty member at the time of initial date of hire by the college to present an official and complete transcript of all units successfully completed. It shall also be the responsibility of the faculty member at the time of initial date of hire to present verification of experience if appropriate and required. Salary schedule placement shall be based upon degrees, semester units and/or experience presented at that time and shall be final. All documents are subject to approval of the administration.

(A) Doctoral degree from an accredited institution.

a. If appropriate documentation cannot be presented upon initial date of hire, the faculty member shall be placed at column I, step 1. The faculty member must submit appropriate documentation within six (6) weeks of initial date of hire. If documentation cannot be presented in six weeks, an extension may be granted by the director, human

- resources, except that the extension cannot extend beyond the semester or summer term of initial employment.
- b. If appropriate documents are submitted within the timeline, the faculty member will be placed on the appropriate column of the salary schedule with salary adjusted retroactive to initial date of hire.
- c. If appropriate documentation cannot be submitted, the faculty member's employment with the district shall be terminated. In such case, the faculty member can only be reemployed if he/she submits all appropriate documentation by the new initial date of hire.
- 2. Initial date of hire as used herein shall mean the first day the faculty member is required by contract to perform services for the district.
- 3. Quarter units are multiplied by 2/3 to determine semester unit equivalent.
- 4. Semester units credited for salary placement must be with a grade of "C" or better or pass/credit.
- 5. The faculty member will be notified by human resources of their initial salary placement. If all appropriate documentation for salary placement has been submitted and they believe their initial salary placement is in error, it is the faculty member's responsibility to notify human resources within 14 calendar days of notification to request a reevaluation of salary placement. Failure to notify shall cause salary placement to be final for the entire semester or summer session of service.

COLUMN ADVANCEMENT

- 1. Faculty who take course work in their field of authorized instructional or non-instructional assignment from an accredited college or university at the upper division or graduate level will be advanced into column III through VI without prior approval. The request for advancement should be submitted in writing directly to human resources. Verification shall be required prior to the beginning of the fall semester, and advancement will be effective only at the beginning of the fall semester.
- 2. All course work taken by faculty for advancement into column III through column VI which is lower division or outside of the faculty member's field of authorized instructional or non-instructional field must be approved in writing in advance of enrollment by the vice president, academic affairs, or the vice president, student development and services. It must be demonstrated that a lower level course or course work outside of the faculty member's authorized field will contribute to the improvement of the quality of the instructional or non-instructional area for the advancement to be granted.
- 3. Any course work under staff development/flex day activities does not count toward column advancement.
- 4. In all instances, it is assumed that courses offered for advancement are part of a program calculated to improve the effectiveness of the faculty member.

5. It is the responsibility of the faculty member to notify the director, human resources, in writing when they have met requirements to move to a higher pay class. Verification, official transcripts, and, when appropriate, written authorization from the vice president, academic affairs, or the vice president, student development and services, must be submitted prior to the beginning of the fall semester. Changes will be processed only at the beginning of each fall semester.

INITIAL STEP PLACEMENT

- 1. Initial Credit Step Placement: The district shall determine initial credit step placement up to step 4 of the credit part-time faculty association salary schedule. Credit for initial step placement beyond step 2 shall be based upon previous teaching experience in the discipline of assignment at an accredited institution. For initial placement, each step beyond step 1 represents a full year of teaching experience, the equivalent of 30 or more credit units. Initial placement at step 2 would require a minimum of 30 or more credit units of teaching in the discipline of assignment. Nothing herein shall change any bargaining unit employees' current placement.
- 2. Initial Credit Step Placement: For non-teaching health services nurses, one step placement for every two years of occupational experience shall be given on the credit salary schedule up to step 4 upon employment.

STEP ADVANCEMENT

- 1. Bargaining unit employees shall advance to step 2 through step 7 when they have taught two years, summer included, in their current step level with Allan Hancock College. No more than one year's experience can be calculated during any one fiscal year. Such advancement will be granted at the beginning of fall or spring semester. One year equals four terms or two semesters. Summer intercessions count as a term. A fiscal year is from July 1 of the current year through June 30 of the succeeding year.
- 2. If the faculty member believes they have been inappropriately credited for step advancement, the faculty member shall contact human resources in writing and ask for a step advancement evaluation. If step advancement is in error, an adjustment shall be made. The District will review each case to determine whether retroactive pay is warranted.

ACTIVITY AND NON-CLASSROOM ASSIGNMENTS

Activity and non-classroom hourly faculty assignments are duties such as, but not limited to those of: librarian; counselor; mental health counselor; physical education activity instructor; instructors in skills labs such as writing, foreign language, disabled student services, nursing, other activity and skill lab courses and exercise, conditioning, and swimming class assignments; nurse; and academic specialist.



ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT

PART-TIME FACULTY SALARY SCHEDULES (Noncredit) Effective Fall 2017 Term

	Instructional - 1.56% COLA					tivity & No	n-Classroo	m - 1.56%	COLA
STEP	COLUMN	COLUMN	COLUMN	COLUMN	STEP	COLUMN	COLUMN	COLUMN	COLUMN IV
1	41.39	43.49	45.60	47.69	1	29.70	31.80	33.90	36.01
2	43.40	45.50	47.61	49.70	2	31.13	33.23	35.34	37.44
3	45.43	47.53	49.64	51.73	3	32.58	34.69	36.81	38.91
4	47.39	49.48	51.59	53.69	4	34.00	36.10	38.21	40.32
5	49.48	51.60	53.72	55.81	5	35.53	37.64	39.74	41.84
6	51.47	53.57	55.69	57.79	6	36.94	39.04	41.15	43.26
7	53.32	55.45	57.55	59.66	7	38.27	40.38	42.49	44.58

SS-74 & 75

INITIAL PLACEMENT

All new noncredit part-time faculty are placed on step one (1). Non-credit part-time faculty can be placed at step 2 with previous teaching experience in the discipline of assignment and at an accredited institution for initial placement. For initial placement, each step beyond step 1 represents a full year of teaching experience and/or the equivalent of teaching 30 or more credit units. Initial placement at step 2 would require a minimum of 30 or more credit units of teaching in the discipline of assignment. Nothing herein shall change any bargaining unit employees' current placement. Eligibility for step 2 placement for non-credit faculty shall begin fall semester 2006 and apply to all new hires and returning faculty at step 1 as of fall semester 2006.

STEP ADVANCEMENT

- 1. Bargaining unit employees shall advance to step 2 through step 7 when they have taught two years, summer included, in their current step level with Allan Hancock College. No more than one year's experience can be calculated during any one fiscal year. Such advancement will be granted at the beginning of fall or spring semester. One year equals four terms or two semesters. Summer intercessions count as a term. A fiscal year is from July 1 of the current year through June 30 of the succeeding year.
- 2. If the faculty member believes they have been inappropriately credited for step advancement, the faculty member shall contact human resources in writing and ask for a step advancement evaluation. If step advancement is in error, an adjustment shall be made. The District will review each case to determine whether retroactive pay is warranted.

NONCREDIT ASSIGNMENTS

Noncredit class assignments will be placed in the appropriate column of the instructional rate with the exception of exercise, conditioning, swimming class assignments, and skills labs, which will be placed at the activity and non-classroom rate. Noncredit non-classroom assignments shall be paid at the activity rate.

CLASS DEFINITIONS FOR SALARY PLACEMENT

COLUMN I	All noncredit instructors who do not qualify for Column II.
COLUMN II	Bachelor's degree or higher from an accredited institution in a discipline specific to the teaching assignment.
COLUMN III	Master's degree from an accredited institution in a discipline specific to the teaching assignment.
COLUMN IV	Doctoral degree from an accredited institution in a discipline specific to the teaching assignment.

PROCEDURES FOR INITIAL INSTRUCTIONAL COLUMN PLACEMENT

- 1. All new part-time faculty are placed on step one (1) of the appropriate column.
- 2. It shall be the responsibility of the faculty member at the time of initial date of hire by the college to present an official and complete transcript of all units successfully completed. Salary schedule placement shall be based upon degrees presented at that time and shall be final. All documents are subject to approval of the administration.
 - a. If appropriate documentation cannot be presented upon initial date of hire, the faculty member shall be placed at column I, step 1. The faculty member must submit appropriate documentation within six (6) weeks of initial date of hire. If documentation cannot be presented in six weeks, an extension may be granted by the director, human resources, except that the extension cannot extend beyond the semester or summer term of initial employment.
 - b. If appropriate documents are submitted within the timeline, the faculty member will be placed on the appropriate column of the salary schedule with salary adjusted retroactive to initial date of hire.
- 3. Initial date of hire as used herein shall mean the first day the faculty member is required by contract to perform services for the district.
- 4. The faculty member will be notified by human resources of their initial salary placement. If all appropriate documentation for salary placement has been submitted and they believe their initial salary placement is in error, it is the faculty member's responsibility to notify human resources within 14 calendar days of notification to request a reevaluation of salary placement. Failure to notify shall cause salary placement to be final for the entire semester or summer session of service.

COLUMN ADVANCEMENT

- Faculty who receive a bachelor's degree, master's degree, or doctorate degree in their field of authorized instruction or non-instructional assignment from an accredited college or university at the upper division or graduate level will be advanced into the appropriate column without prior approval. The request for advancement should be submitted in writing directly to human resources. Verification shall be required prior to the beginning of the fall semester, and advancement will be effective only at the beginning of the fall semester.
- 2. It is the responsibility of the faculty member to notify the director, human resources, in writing when they have met requirements to move to a higher pay class. Verification, official transcripts, and, when appropriate, written authorization from the vice president, academic affairs, or the vice president, student development and services, must be submitted prior to the beginning of the fall semester. Changes will be processed only at the beginning of each fall semester.

ACTIVITY AND NON-CLASSROOM ASSIGNMENTS

Activity and non-classroom hourly faculty assignments are duties such as, but not limited to those of: librarian; counselor; mental health counselor; physical education activity instructor; instructors in skills labs such as writing, foreign language, disabled student services, nursing, other activity and skill lab courses and exercise, conditioning, and swimming class assignments; nurse; and academic specialist.

<u>Appendix B: Salary Schedules – Associate Faculty</u>



ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT

ASSOCIATE FACULTY SALARY SCHEDULES Effective Fall 2017 Term

	Lecture Rates (SS76)							
STEP	COLUMN	COLUMN	COLUMN	COLUMN	COLUMN	COLUMN	COLUMN VII	
1	48.46	52.17	53.76	56.44	59.26	62.21	65.97	
2	50.81	54.58	56.22	59.00	61.97	65.06	68.97	
3	53.19	56.92	58.62	61.56	64.63	67.84	71.94	
4	55.50	59.25	61.03	64.07	67.26	70.65	74.20	
5	57.94	61.65	63.50	66.68	70.04	73.50	77.92	
6	60.29	64.04	65.97	69.24	72.74	76.40	80.94	
7	62.46	66.31	68.32	71.73	75.32	79.08	83.84	
8	65.03	69.04	71.13	74.69	78.42	82.34	87.29	

	Lab Rates (SS77)							
STEP	COLUMN	COLUMN	COLUMN	COLUMN IV	COLUMN V	COLUMN VI	COLUMN VII	
1	42.20	45.47	46.80	49.16	51.60	54.17	57.46	
2	44.24	47.53	48.95	51.38	53.97	56.66	60.06	
3	46.33	49.58	51.07	53.59	56.26	59.08	62.65	
4	48.34	51.59	53.17	55.80	58.58	61.51	64.61	
5	50.48	53.69	55.27	58.05	60.96	64.01	67.85	
6	52.47	55.78	57.46	60.69	63.35	66.50	70.48	
7	54.39	57.77	5948	62.44	65.55	68.87	73.01	
8	56.63	60.15	61.96	65.01	68.25	71.71	76.02	

	Activity & Non-Classroom Rates (SS78)							
STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI	COLUMN VII	
1	31.19	33.93	33.93	34.60	37.08	40.47	43.85	
2	32.69	35.47	35.47	36.16	38.65	42.06	45.47	
3	34.21	37.01	37.01	37.72	40.22	43.65	47.10	
4	35.70	38.55	38.55	39.25	41.77	45.22	48.67	
5	37.31	40.11	40.11	40.87	43.33	46.85	50.31	
6	38.79	41.64	41.64	42.42	44.92	48.43	51.90	
7	40.18	43.14	43.14	43.95	46.50	50.16	53.76	
8	41.84	44.92	44.92	45.76	48.42	52.23	55.97	

	Service Faculty Rates (SS79)							
STEP	COLUMN	COLUMN	COLUMN	COLUMN	COLUMN V	COLUMN VI	COLUMN VII	
1	37.41	40.71	40.71	41.51	44.50	48.56	52.62	
2	39.21	42.56	42.56	43.38	46.38	50.48	54.54	
3	41.06	44.42	44.42	45.26	48.27	52.37	56.52	
4	42.85	46.26	46.26	47.12	50.12	54.27	58.41	
5	44.75	48.12	48.12	49.05	52.00	56.22	60.39	
6	46.55	49.97	49.97	50.89	53.90	58.12	62.29	
7	48.24	51.78	51.78	52.74	55.81	60.20	64.50	
8	50.23	53.91	53.91	54.91	58.11	62.68	67.16	

CLASS DEFINITIONS FOR SALARY PLACEMENT

COLUMN I

(A) All credit instructors who hold an appropriate and valid California community college life credential and who cannot qualify at a higher column level.

COLUMN II

- _(A) Associate degree from an accredited institution and 6 years of related professional experience and appropriate certification to practice or licensure if available.
- (B) Associate degree or high school diploma plus 30 semester units from an accredited institution of higher education and appropriate and valid California community college credential in a specific vocational subject matter.

COLUMN III (A) Bachelor's degree from an accredited institution and 2 years of related professional experience and appropriate certification to practice or licensure if available. (B) Bachelor's degree from an accredited institution and appropriate and valid California community college credential in a specific vocational subject matter. (A) Master's degree from an accredited institution. **COLUMN IV** (B) Bachelor's degree from an accredited institution plus 30 upper division or graduate semester units from an accredited institution issued after bachelor's degree. (1) plus 2 years of related professional experience and appropriate certification to practice or licensure if available OR (2) plus an appropriate and valid California community college credential in a specific vocational subject matter (A) Master's degree from an accredited institution plus 18 upper division or COLUMN V graduate semester units from an accredited institution issued after master's degree. (B) Bachelor's degree from an accredited institution plus 60 upper division or graduate semester units from an accredited institution issued after bachelor's degree. **COLUMN VI** (A) Master's degree from an accredited institution plus 36 upper division or graduate semester units from an accredited institution issued after master's (B) Bachelor's degree from an accredited institution plus 90 upper division or graduate semester units from an accredited institution issued after bachelor's degree. (1) plus 2 years of related professional experience and appropriate certification to practice or licensure if available. OR (2) plus an appropriate and valid California community college

COLUMN VII

(A) Doctoral degree from an accredited institution.

PROCEDURES FOR INITIAL COLUMN AND STEP PLACEMENT

Part-time faculty who apply for and meet the requirements to become Associate Faculty will be initially placed at the same column and step on the Associate Faculty Salary Schedule.

credential in a specific vocational subject matter.

COLUMN ADVANCEMENT

Faculty who take course work in their field of authorized instructional or non-instructional
assignment from an accredited college or university at the upper division or graduate level will
be advanced into column III through VI without prior approval. The request for advancement
should be submitted in writing directly to human resources. Verification shall be required prior
to the beginning of the fall semester, and advancement will be effective only at the beginning of
the fall semester.

- 2. All course work taken by faculty for advancement into column III through column VI which is lower division or outside of the faculty member's field of authorized instructional or non-instructional field must be approved in writing in advance of enrollment by the vice president, academic affairs, or the vice president, student development and services. It must be demonstrated that a lower level course or course work outside of the faculty member's authorized field will contribute to the improvement of the quality of the instructional or non-instructional area for the advancement to be granted.
- 3. Any course work under staff development/flex day activities does not count toward column advancement.
- 4. In all instances, it is assumed that courses offered for advancement are part of a program calculated to improve the effectiveness of the faculty member.
- 5. It is the responsibility of the faculty member to notify the director, human resources, in writing when they have met requirements to move to a higher pay class. Verification, official transcripts, and, when appropriate, written authorization from the vice president, academic affairs, or the vice president, student development and services, must be submitted prior to the beginning of the fall semester. Changes will be processed only at the beginning of each fall semester.

STEP ADVANCEMENT

- Associate Faculty shall advance to step 2 through step 8 when they have taught two years, summer included, in their current step level as associate faculty with Allan Hancock College. No more than one year's experience can be calculated during any one fiscal year. Such advancement will be granted at the beginning of fall or spring semester. One year equals four terms or two semesters. Summer intercessions count as a term. A fiscal year is from July 1 of the current year through June 30 of the succeeding year.
- 2. If the faculty member believes they have been inappropriately credited for step advancement, the faculty member shall contact human resources in writing and ask for a step advancement evaluation. If step advancement is in error, an adjustment shall be made. The District will review each case to determine whether retroactive pay is warranted.

ACTIVITY AND NON-CLASSROOM ASSIGNMENTS

Activity and non-classroom hourly faculty assignments are duties such as, but not limited to those of: librarian; counselor; mental health counselor; physical education activity instructor; instructors in skills labs such as writing, foreign language, disabled student services, nursing, other activity and skill lab courses and exercise, conditioning, and swimming class assignments; nurse; and academic specialist.

<u>Appendix C: Salary Schedules – Head Coaches</u>



ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT PART-TIME FACULTY ASSOCIATION SALARY SCHEDULE

Head Coaches					
	FALL 2017 TERM				
YEARS HOURLY ANNUAL (not to exceed 90 hours)					
1 st - 4 th	\$77.78	\$7,000.00			
5 th – 8 th	\$88.89	\$8,000.00			
9 th +	\$100.00	\$9,000.00			

SS-90

R 7/17 R2/15 R 7/09

Board approval June 20, 2006

Part-time head coaches will receive instructor of record compensation per the part-time faculty salary schedule for the assigned intercollegiate class plus the coaching stipend. The coaching stipend will be paid on an annual basis in 10 equal payments.

No bargaining unit coach shall exceed the stipend amount. The allocation of the stipend is based on 67% of the full-time faculty coach allocation for release time at 0.4% ($0.4 \times 0.67 = 0.268$). The load value of 0.268 equates to 90 hours of work.

Appendix D: Grievance Forms



ALLAN HANCOCK COLLEGE OFFICE OF HUMAN RESOURCES

PART-TIME FACULTY GRIEVANCE - LEVEL #

Goevant's Name (If CFT/PFA is g	rievant, list bargaining unit	t member	s affected.)		Work Phone	
					Cept/Division	
Date of Alleged Violation	Immediate Supervisor's	Name	Date of Informal Discussi	ion D	ate of Oral Response	
Date of Filing Level # Grievance with Supervisor		Specific Section (s) Of J.be. Contract Grievant Believes Have Been Violated				
Statement Of Grievance (Give spenievance.) Specific Actions Which Will Reme		names, o	lates, and places necessar	y for a comp	lete understanding of the	
Gdevants Signature				Da	ate Signed	
Date Received By Immediate Su	pervisor		Grievance Resolved YES NO	Date of Co	nference	
Level II Decision						
Immediate Supervisor's Signature	2				Date Signed	
Grievant's Signature If Grievance	Is Resolved				Date Signed	

One copy of the grievance must be submitted to the grievant's immediate supervisor and one copy to CFT/PFA. The grievant keeps a copy. Immediate supervisor will transmit a copy to the office of human resources for filing if grievance is resolved.

ALLAN HANCOCK COLLEGE OFFICE OF HUMAN RESOURCES

PART-TIME FACULTY GRIEVANCE - LEVEL HI

Goexant's Name (If CFT/PFA is grievant, list bargaining unit members affected.)			Work Phone	
			Dept/Division	
Copy of Level II Grievance Attached				
Statement Of Reason(s) For Appeal:				
idevact's Signature			Date Signed	
Scievant's Signature			Date Signed	
Grievant's Signature Date Received By <u>District</u> Grievance Officer	Grievance Resolved	Date of C	Date Signed	
	Grievance Resolved YES NO	Date of C		
Date Received By <u>District</u> Grievance Officer		Date of C		
ate Received By <u>District</u> Grievance Officer		Date of C		
Date Received By <u>District</u> Grievance Officer		Date of C		
		Date of C		
Date Received By <u>District</u> Grievance Officer evel III Decision		Date of C	onference	
Date Received By <u>District</u> Grievance Officer		Date of C		

One copy of the grievance must be submitted to the grievant's immediate supervisor and one copy to CFT/PFA. The grievant keeps a copy.

The district grievance officer will transmit a copy to the Level II and Level III Grievance to the district's office of human resources for filing