

PERALTA COMMUNITY COLLEGE DISTRICT

Agreement Between
The Peralta Community College District
And
Peralta Federation of Teachers

July 1, 2004 - June 30, 2007

July 1, 2004 - June 30, 2007 Agreement
PERALTA COMMUNITY COLLEGE DISTRICT
between
PERALTA FEDERATION OF TEACHERS

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1 ARTICLE 1

RECOGNITION

2
3 The District recognizes the Peralta Federation of Teachers as the sole and exclusive representative of
4 those employees of the bargaining unit enumerated in the certification by the Public Employment
5 Relations Board (PERB) dated March 16, 1979, case numbers SF-UM-174 (R-501A) and amendments
6 thereto on file with PERB, and any agreements between the Peralta Federation of Teachers and the
7 District.

8
9 If any new faculty positions, except those excluded above, are established during the term of this
10 contract, the placement of those positions in or out of the bargaining unit shall be made by mutual
11 agreement. Should the issue not be resolved within thirty (30) days of the establishment of such new
12 positions, it may be submitted by either party to the PERB for its ruling.

13
14 Faculty means all persons employed as instructors, counselors, librarians and nurses, (including all
15 part-time, temporary faculty) except guest lecturers, consultants and independent contractors.
16

1 **ARTICLE 2**

2 **SUPPORT OF AGREEMENT**

3 During the Term of this Agreement, the District agrees not to negotiate with any other organization
4 or with any person not officially designated by the Federation as its representative on matters upon
5 which the Federation is the exclusive representative and which are within its scope of representation.
6

7 The Federation agrees not to negotiate with any other organization or with any person not officially
8 designated by the District as its representative for the purpose of collective bargaining.

1 **ARTICLE 3**

EFFECT OF AGREEMENT

2

3 It is understood and agreed that the specific provisions contained in this Agreement shall prevail
4 over District practices and procedures and over state laws to the extent permitted by state law.

1 **ARTICLE 4**

ACADEMIC FREEDOM

2
3 All faculty members will be given the freedom to exercise the responsibilities inherent in their
4 assignments. Faculty members have the right to freedom of inquiry and instruction including
5 freedom in the presentation and discussion of their subject. They have the freedom and right to
6 express differing opinions and to foster and defend intellectual honesty.
7

8 Each faculty member is a citizen, a member of the learned profession and an officer of an
9 educational institution. When faculty members speak or write as citizens, they should be free from
10 institutional censorship or obligations.
11

12 Faculty members shall maintain the exclusive right and responsibility to determine the grades they
13 assign on the basis of their professional judgement. The grades given to each student for any course
14 of instruction taught shall be determined by the instructor of the course, and the determination of the
15 student's grade by the instructor--in the absence of mistake, fraud, bad faith, or incompetency--shall
16 be final.
17

1 **ARTICLE 5**

NON-DISCRIMINATION

2
3 The District and the Federation acknowledge and agree that there is a mutual obligation to adhere to
4 a policy of non-discrimination, and to comply with all pertinent provisions of all federal and state
5 non-discrimination laws regarding race, sex (including sexual harassment), religion, age, disability,
6 marital status, sexual orientation, national origin, political affiliation or activity, participation in any
7 labor or professional or political organization, family relationships to another employee, or the
8 private and personal life of any employee.

9
10 Allegations that a member of the unit has been adversely affected by a misinterpretation, misapplication
11 or violation of this provision of the Agreement shall not be subject to the arbitration step (Article 19.M.
12 Step 3.b.) of the Agreement.
13

2
3 **A. Legal, Unrestricted and Non-confidential Information**

4 The Director of Employee Relations will provide to the Federation, in a timely manner and upon
5 reasonable request, all information requested by the Federation which is consistent with the District's
6 obligations to disclose information under the Rodda Act. Such data and information shall include but not
7 be limited to the names, addresses, and telephone numbers of all members of the bargaining unit at the
8 start of each semester. Such data and/or information will be made available in a format that does not
9 require research and/or analytical manipulation. Excluded will be all confidential information or material
10 as defined by applicable law. Included will be copies of all public studies, reports, and transactions.
11

12 **B. Board Policies**

13 The District shall provide the Federation with one (1) book of the Peralta Policy and Procedures
14 Manual. During the term of this Agreement, the District shall provide the Federation with copies of
15 any changes, additions, alterations, or deletions to this book.
16

17 **C. Board Minutes**

18 The District shall furnish the Federation with two (2) copies of all official Board minutes and two (2)
19 copies of each Board agenda "packet," excluding only confidential information or material as defined by
20 applicable law.
21

22 **D. Facilities Usage**

23 The Federation shall have the right of access at reasonable times to areas in which employees work, the
24 right to use institutional bulletin boards, mailboxes, and other means of communication, subject to
25 reasonable regulation, as well as the right to use institutional facilities and equipment, provided that such
26 use or access shall not interfere with, nor interrupt, normal District or college operations nor cause an
27 additional maintenance cost to the District. Upon advance request, and with approval of the college or
28 District, the Federation will be granted the use of facilities.
29

30 The District shall make a good faith effort to provide the PFT and its local college officers with use of
31 private office space and a telephone extension at each of the colleges and at the District Office.
32

33 **E. Copies of this Agreement**

34 Three hundred (300) copies of this Agreement shall be printed at the expense of the District and delivered
35 to the union office within ninety (90) working days after its ratification by faculty members and formal
36 adoption by the Board of Trustees. The District shall also maintain this contract on the District's website.
37

38 **F. Federation/District Consultation**

39 Designated representatives of the District and the Federation shall meet at least once a month to review
40 the implementation and administration of this contract and attempt to resolve whatever differences and
41 problems that might arise.
42

43 Representatives of the PFT shall also meet with college administrators at least once a month to resolve
44 problems that might arise at that level.
45

46 The Federation shall extend an invitation to the Chancellor to meet and confer with the Executive Board
47 of the PFT at least two (2) times a year on a mutually agreeable date and agenda.
48

49 The Chancellor shall designate at least one (1) PFT faculty seat on the following committees/councils:
Contract 2004-2007

- a. Budget Advisory Committee (BAC);
- b. Chancellor's Policy Advisory Committee (CPAC);
- c. Council on Instruction, Planning and Development;
- d. Safety Committee;
- e. AB 1725 Joint Governance Committees;
- f. Facilities Usage Committee.

G. Professional Dues and Payroll Deductions

1. The District shall, upon proper receipt of authorization, deduct from the salary warrants of all faculty members, including part-time faculty, the following:
 - a. State and Federal required deductions;
 - b. Dues to the following professional associations:
 - (1) Peralta Federation of Teachers;
 - (2) Faculty Association, California Community Colleges;
 - (3) Academic Senate (District and Colleges);
 - (4) California Higher Education Association;
 - (5) California Association of Educators.
 - c. Amounts for the purchase of tax-deferred annuities approved by the Board (there are currently over 80 approved annuities);
 - d. Payments to credit unions listed below:
 - (1) City and County Employee's Credit Union;
 - (2) Alameda Municipal Credit Union;
 - (3) California Federation of Teachers Credit Union;
 - (4) All currently outstanding CTA Credit Union withholdings contracted prior to June, 1984;
 - (5) Provident Central Credit Union.
 - e. Amounts for the purchase of U.S. Savings Bonds;
 - f. Contributions to:
 - (1) United Way of the Bay Area;
 - (2) The Progressive Way;
 - (3) Bay Area Black United Fund;
 - (4) Bay Area CHAD (Combined Health Agencies Drive);
 - (5) The Peralta Foundation;
 - (6) The Environmental Federation of California;
 - (7) Laney Activities Association;
 - g. District approved life insurance premiums;
 - h. District approved disability insurance premiums;
 - i. PFT Political Action Committee contributions;
 - j. State Teachers' Retirement System (STRS) deductions;
 - k. The STRS Cash Balance Program, so long as District contributions are the same as or less than the then current Social Security Contribution;
 - l. In addition to the above, deductions which the Peralta Board may approve in the future.

2. The Board shall deduct from the pay of each faculty member of the bargaining unit from

1 whom it receives written authorization to do so the required amount of dues to the
2 Federation. The Board shall deduct one-twelfth (1/12) of such dues from the regular
3 check of the faculty member for twelve (12) months.
4

5 3. The total amount of dues deducted, together with a list of faculty members from whose
6 pay they were deducted, along with the amount deducted from each faculty member and
7 a list of faculty members who had authorized such deductions and those from whom no
8 deductions were made, shall be forwarded to the Federation office no later than thirty
9 (30) days after such deductions were made. The payroll deduction authorization form
10 shall be shown in the Appendix. The same procedure shall apply to PFT/PAC.
11

12 4. Upon appropriate written authorization from the faculty member, Board shall deduct
13 from the salary of such faculty member deductions which were authorized as of the
14 effective date of this Agreement or which the Peralta Board may approve in the future.
15

16 **H. Organizational Security**

17 1. All faculty members covered by the PFT/PCCD Agreement shall be subject to payroll
18 deductions of monies as provided herein. All faculty members shall either maintain
19 membership in the Federation or pay a service fee as provided herein in options 2 and 3.
20

21 There shall be established an automatic monthly payroll deduction from the monthly paycheck of an
22 amount equal to Federation dues under one of the following three options:
23

24 a. Option #1. Federation dues and assessments. Payable monthly to the Federation.
25

26 b. Option #2. Except as provided elsewhere in this Article, all faculty employees who
27 are not dues paying members of the Federation shall pay a service fee equal to
28 monthly dues and assessments payable monthly to the Federation. (Said fee shall be
29 determined annually by the Federation in conformance with applicable state and
30 federal law. In addition to the annually determined fee, said service fee shall include
31 an amount equivalent to any assessment of members less any deductions or rebates
32 required by law.) Disputes over service fee determination are not subject to the
33 grievance procedure set forth in this Agreement.
34

35 c. Option #3. Any faculty member who has religious objections to joining or
36 financially supporting an employee organization, and who so affirms in writing to
37 the parties to this Agreement (and subject to review by PFT), shall, in lieu of
38 Federation membership dues and assessments or a service fee, have an equal
39 amount deducted from his/her monthly paycheck, with such deduction deposited
40 to a scholarship fund established by the Federation. Previous or current
41 membership in, or current financial support of, any employee organization or
42 other faculty organization whose purpose is to represent employees regarding
43 matters related to wages, hours, or working conditions (e.g., FACCC) may
44 disqualify an employee from participating in Option #3.
45

46 2. The District shall begin making deductions from the monthly paychecks of each faculty
47 employee in accordance with the provisions of this Article beginning with the faculty
48 member's first paycheck.

- 1
- 2
- 3 3. Upon receipt of individual deduction authorization forms from Federation members choosing
- 4 Option #1 above, the District shall deduct from each such employee's monthly paycheck the
- 5 amount of Federation dues and assessments as specified therein. The Federation shall
- 6 provide the District with schedules of dues to be used in this process.
- 7
- 8 4. In the case of faculty employees who are not dues paying Federation members, and who do
- 9 not participate in Option #1 or #3 above, the District shall deduct from their monthly
- 10 paychecks service fees according to schedules provided to the District by the Federation for
- 11 the deduction of these fees.
- 12
- 13 5. As for all faculty employees who qualify for and choose to participate in Option #3 above,
- 14 the District shall deduct from their monthly paycheck the amounts specified in the schedules
- 15 supplied by the Federation. Such amounts shall equal those deducted under Option #2
- 16 above.
- 17
- 18 6. The District shall forward to the Federation within fifteen (15) days after deductions, the
- 19 amount of deductions specified in 1.a, 1.b, and 1.c above. Such payments shall be
- 20 accompanied by deduction registers to facilitate a proper accounting of monies owed,
- 21 received and paid. The Federation shall upon thirty (30) days advance notice have the right
- 22 to periodically revise schedules of deductions it provides to the District under the provisions
- 23 of this Article.
- 24
- 25 7. The PFT agrees that, in the event of litigation against the District by or on the part of
- 26 employees arising out of implementation of this Article, it will defend and indemnify and
- 27 hold harmless the District, its agents, or employees for any monetary award arising out of
- 28 such litigation.

29 **I. Grievance Processing Released Time**

30 The District will grant released time to the President of the Federation or his/her designee and to a
31 Federation representative at each campus, who shall be identified and designated annually by the
32 Federation, to perform services directly involved in the handling of grievances including grievances
33 related to disciplinary action. If such grievance hearing is scheduled during duty hours, the grievant and
34 his/her representative shall be considered on released time.

35

36 **J. Released Time**

37 The PFT shall have 2.0 FTE released time. The PFT may purchase additional released time at actual
38 replacement cost.

39

40 **K. Federation Rights**

41 The District or its agents shall not threaten to impose reprisal on employees or to discriminate
42 against or otherwise interfere with, restrict or coerce employees due specifically to their exercise of
43 the rights guaranteed under the provision of 3543.5(A) of the California Government Code (SB 160).

1 ARTICLE 7

MANAGEMENT RIGHTS

2
3 The Federation recognizes and agrees that the exercise of the express legal powers, rights, duties and
4 responsibilities by the Board, e.g. the adoption of policies, rules, and regulations shall be limited
5 only by the specific and express terms of this Agreement, and by local, state and federal law.
6

7 The Federation recognizes and agrees that the District's powers, rights, authority, duties and
8 responsibilities include the right to manage the District, direct, select, decrease and increase the work
9 force subject to local, state and federal law.

10
11 The Federation recognizes and agrees that the District retains its rights to temporarily amend,
12 modify, or rescind practices referred to in this Agreement in case of emergency. An emergency is
13 considered an Act of God or a natural disaster or other acts which may be injurious or harmful to the
14 students, employees, or to the educational mission of the District. When an emergency is declared,
15 the District shall immediately notify and consult with the Federation.
16

17 The District agrees that, in regard to a declared emergency and decisions made therein, the
18 Federation shall have the right to subject such declaration and decisions made therein to the
19 provisions of the grievance procedure when such declaration and decisions violate the provisions of
20 this Agreement. Any actions taken by the District as a result of a Declaration of Emergency shall be
21 reasonable under the circumstances, and the District shall, upon request of the Federation, restore the
22 status quo ante the emergency as soon as reasonably practicable.

1 **ARTICLE 8**

SEPARABILITY AND SAVINGS

2
3 If any provision of this Agreement or any application of this Agreement to any employee or group of
4 employees is held invalid by operation of law or by a court, such provision shall be inoperative;
5 however, all other provisions shall not be affected hereby and shall continue in full force and effect.
6

7 At the request of either party, the parties agree to enter into negotiations for the revision of the
8 Agreement with respect to any item that becomes invalid by reason of the above.

3 **A. Definitions**

- 4 1. Transfer is a change in location from one college to another college.
- 5
- 6 2. Reassignment is a change from one Faculty Service Area (FSA) assignment to
- 7 another FSA assignment at the same college.
- 8
- 9 3. A vacancy shall be defined as any unfilled regular or probationary faculty
- 10 assignment, including, but not limited to, any newly created position and any position
- 11 vacated by reason of death, retirement, or transfer.
- 12

13 **B. Voluntary Transfers**

14 All regular and probationary faculty members who meet the minimum qualifications shall have the

15 right to apply for a vacant faculty position at any of the Peralta Colleges including the college where

16 he or she is currently working. The following procedure shall govern such voluntary transfers:

17

18 **1. Internal Position Announcements**

19 All faculty tenure tract position vacancies will first be advertised internally throughout the

20 District to provide an opportunity for current probationary and tenured faculty members

21 to apply. The job announcement will be developed in accordance with the District Hiring

22 Policies adopted by the Board of Trustees.

23

24 **2. Distribution of Internal Announcements**

25 The District will make a good-faith effort to notify all faculty members of tenure track

26 position vacancies. Every effort will be made to insure that job announcements are

27 posted on college bulletin boards and mailed to faculty members via the inter-district

28 mail process. Provided the District has made a good-faith effort to notify faculty, failure

29 to notify individuals shall not be grievable.

30

31 **3. Announcement Period**

32 Internal announcements will be advertised for the period of 10 working days during the

33 academic calendar year.

34

35 **4. Application Process**

36 Faculty members may apply for position vacancies by completing the District Academic

37 Application Form by the deadline date indicated on the announcement.

38

39 **5. Interview and Selection Process**

- 40
- 41 a. In accordance with the procedures established in the District Hiring Policies, the
- 42 Selection Committee will be impaneled to review all tenured and probationary faculty
- 43 members' applications, conduct interviews with all candidates and make a
- 44 recommendation as to whether or not to accept any of the applicants to fill the
- 45 position. When a candidate is selected by another Peralta College, he/she will be
- 46 permitted to make the transfer. Unusual circumstances may require a delay until a
- 47 suitable replacement is found.
- 48

- 49 b. If the Selection Committee recommends an applicant for a voluntary transfer, the

1 College President may choose the candidate or begin the public advertisement process.
2 If the President does not accept a recommended candidate he/she will provide a reason to
3 the faculty member.
4

- 5 c. If the committee decides not to recommend any candidates for the position, the
6 vacancy will be publicly announced and the District Hiring process will commence.
7
8 d. During the period a position is announced publicly, faculty members may continue to
9 apply for a position vacancy, without prejudice, if they desire.
10
11 e. The decision of the selection committee shall not be grievable.
12

13 **6. Permanent Voluntary Transfers**

14 All voluntary transfers are to be considered permanent.
15

16 **C. Involuntary Transfers**

17 When involuntary transfers must be made to another location, they shall be in accordance with the
18 following procedures:
19

- 20 1. If a college discontinues or reduces a particular program which results in the transfer to
21 another location of a regular or probationary faculty member, and if another college
22 within the District is offering a program for which this faculty member is both qualified
23 and competent to work, and in which a vacancy exists or in which he or she is senior to
24 other faculty members; then this person must be given an opportunity to transfer to the
25 college which can utilize his/her service.
26
27 2. When the District finds it necessary to transfer a faculty member from one college to
28 another because of staffing conditions, volunteers will first be sought.
29
30 a. The position vacancy will be advertised internally throughout the
31 District to provide an opportunity for faculty members to apply.
32
33 b. The District will distribute a notice to all faculty members who are
34 competent and qualified to work in the designated Faculty Service Area.
35
36 c. Faculty members will have fifteen (15) working days during the
37 academic calendar year in which to respond.
38
39 d. In the case of more than one affirmative response, the faculty member
40 with the most seniority, who is both competent and qualified, shall be selected.
41
42 e. In the case of no voluntary respondents, the person(s) with the
43 least seniority who is (are) qualified and competent to work in the
44 FSA will be assigned for the transfer.
45
46 3. Transfers made for the convenience of the District or short-term interchanges are to be
47 made with the understanding that the transferee will return to the original institution to
48 fill the first vacancy (equal to their contract load level) for which he or she is competent

1 and qualified. If a faculty member, transferred for the convenience of the District, finds
2 that he or she wishes to remain at the second college, and if that institution wishes to
3 retain that person, then he/she shall have the privilege of remaining.
4

- 5
6 4. The faculty member(s) to be involuntarily transferred shall be given official notice at
7 least forty (40) calendar days prior to the beginning of the semester in which the transfer
8 is to take effect. The written notice of transfer shall specify the effective date, time, work
9 location, and course and/or other assignments of the new position.

10 Exceptions to the forty-day notice requirement may be made in unusual circumstances,
11 such as sudden resignation, death, illness, accident, emergency leave, physical
12 catastrophe or unexpected and unavoidable incidents.

1 **ARTICLE 10**

RESIGNATION

2
3 A. A faculty member may not be threatened with dismissal action by the college or District
4 administration so as to force the faculty member to submit a resignation of employment.

5
6 B. A faculty member who submits a written resignation may withdraw the resignation within ten
7 (10) working days.

8
9 C. A Resignation Form shall be used by the faculty member in submitting a resignation to the
10 appropriate college administrator. See Appendix A-2 for Resignation Form.

11
12 D. All District property, including but not limited to keys, will be returned to the appropriate
13 administrator prior to the effective date of resignation.

1 **ARTICLE 11** **FACULTY EVALUATION AND TENURE PROCEDURES**
2

3 All faculty evaluation and tenure review procedures included in the current "Faculty Evaluation
4 Handbook" are incorporated in and part of this Agreement.

2
3 **A. District Compliance**

4 The District shall conform to and comply with all health, safety, and sanitation laws, and with the
5 guidelines of CAL OSHA and all other regulatory agencies that govern employee health, safety and
6 security.

7
8 **B. Safety Committee**

9 The District shall establish a safety committee to review health, safety, sanitation, security and
10 working conditions to ensure compliance with CAL OSHA and all other regulatory agencies that
11 govern employee health, safety and security. The committee shall make recommendations to the
12 District appointed administrator who shall chair the safety committee meetings.

13
14 **C. Released Time**

15 The members of the committee shall be allowed reasonable released time to attend safety committee
16 meetings.

17
18 **D. No Discrimination**

19 No employee shall be in any way discriminated against as a result of reporting any condition
20 believed to be a violation of CAL OSHA or other regulatory agencies that govern employee health,
21 safety and security.

22
23 **E. Safety Precautions**

24 Each faculty member shall observe normally-acceptable safety precautions in the performance of
25 his/her assigned duties.

26
27 **F. Reporting Violations**

- 28 1. Faculty members will report in writing to their immediate supervisor any conditions
29 which come to their attention that may pose a threat to the health or safety of any person
30 associated with the District. In the case of emergencies, such reports do not have to be in
31 writing and shall be addressed within 24 hours or by the next workday.
- 32
- 33 2. The District shall investigate allegations of health and safety violations within seven (7)
34 days and take appropriate actions in a timely manner to correct the condition found to be
35 unhealthy or unsafe.
- 36
- 37 3. The faculty member making the report shall be notified within thirty (30) days in writing
38 of the action(s) taken as a result of his or her report.
- 39
- 40 4. In addition to, or in lieu of, the actions outlined above, a faculty member may file a
41 complaint with CAL OSHA or any other local, state, or federal regulatory agency without
42 threat or fear of reprisal.

43
44 **G. Class Dismissal**

45 Faculty members will have the right to dismiss a class without loss of compensation for that
46 workday when the health or safety of students or employees are believed to be endangered. The
47 faculty member must report the incident in writing to his or her administrator as soon as possible, but
48 no later than 24 hours after the incident or the next workday.

- 1 **H. Safety Reports**
- 2 The District will send a copy of its annual report in compliance with applicable laws and District
- 3 safety policies to the Peralta Federation of Teachers (PFT). A copy will also be on file, and
- 4 available for inspection, in the Office of Risk Management.

- 2
- 3 A. For the purposes of this Article, a "personnel file" is any record that:
- 4
- 5 1. pertains directly to the employment relationship between the faculty member and the
- 6 Board:
- 7 2. is retained in the personnel files of the District; and,
- 8 3. is accessible by the employee's name or other means of individual identification such as
- 9 social security number.
- 10
- 11 B. The personnel file may include records of employment with the District,
- 12 records of educational advancement and other work or experience pertaining to the faculty
- 13 member's position with the District, and records of professional evaluation as prescribed by
- 14 state law.
- 15
- 16 1. There shall be only one official personnel file for each faculty member. This file shall be
- 17 kept in a locked file in the District Personnel Office and shall be available for inspection
- 18 by the member or by a Federation representative expressly authorized in writing by
- 19 him/her, unless the release is compelled by law or by a judicial order or by a lawfully
- 20 issued subpoena. When such access is gained, the employee shall be notified in writing.
- 21
- 22 2. All materials in the file shall be signed by the source of the material and dated.
- 23 Anonymous communications shall not be placed in the official personnel file, nor shall
- 24 materials attributed to unnamed sources.
- 25
- 26 3. The faculty member shall have the right to obtain copies of any item in his/her file.
- 27
- 28 C. Materials in personnel files of an employee which may serve as a basis for affecting the
- 29 status of his/her employment are to be made available for the inspection of the person
- 30 involved.
- 31
- 32 D. Such material is not to include ratings, reports, or records which:
- 33
- 34 1. were obtained prior to the employment of the person involved;
- 35 2. were prepared by identifiable examination committee members; or
- 36 3. were obtained in connection with a promotional examination.
- 37
- 38 E. Every employee shall have the right to inspect such materials upon request, provided that the
- 39 request is made at a time when such person is not actually required to render service to the
- 40 employing District.
- 41
- 42 F. Information of a non *pro forma* nature, except material mentioned in Section D of this
- 43 Article, shall not be entered or filed unless and until the employee is given notice and an
- 44 opportunity to review and comment thereon. An employee shall have the right to enter and
- 45 have attached to any derogatory statement his/her own comments thereon. Such review shall
- 46 take place during normal business hours, and the employee shall be released from duty for
- 47 this purpose without salary reduction.
- 48
- 49 G. Personnel files shall be maintained in accordance with the Education Code.

- 1
2 H. Faculty members shall have the right to petition the District Personnel Office to have any and
3 all derogatory information removed from their file after such information has been in the file
4 for three (3) or more years . Denial of such petition shall not be grievable.
5
6 I. Upon written request of the faculty member, disagreement over the factual content of
7 materials placed in his or her personnel file shall be referred to a professional relations
8 committee for determination of fact. Said committee shall be established by joint agreement
9 between the District and the Academic Senate. Both the District and the faculty member, or
10 his/her designee, shall have the right and be given reasonable time to call witnesses and
11 present evidence. All participants shall have released time if the hearing occurs during duty
12 hours. The conclusion of the committee shall be placed in the faculty member's personnel
13 file.

2
3 The provisions of this Article apply to Department Chairpersons, Head Librarians, and Counseling
4 Department Chairperson assignments and any new job titles created by the District in the bargaining
5 unit during the term of this Agreement. See Appendix A17 for job descriptions for the above listed
6 special assignments.
7

8 A. At Merritt College, Department Chairpersons shall receive released time of 3.6 FTE.

9
10 B. At Laney College, Department Chairpersons shall receive released time of 3.6 FTE.

11
12 C. At Vista College, Department Chairpersons shall receive released time of at least 0.6 FTE,
13 with the understanding that any additional time that is allocated to Department Chairperson
14 tasks up to a total released time of 0.9 FTE will first be assigned to the selected Department
15 Chairpersons.

16
17 D. In addition to the foregoing, athletic directors, nursing directors, and the director of
18 radiologic technology shall continue to receive released time consistent with state-mandated
19 requirements. Appointment shall be made by the President of the College after review by the
20 appropriate Dean in consultation with the faculty in the Department.
21

22 E. **Selection Procedure**

23 1. The term of office for Department Chairpersons, Counseling Department Chairpersons
24 and Head Librarians shall be from July 1 through June 30. Release time shall be for the
25 academic year only.
26

27 2. At Merritt College, Laney College, and Vista College the faculty of each department will
28 select a person to be recommended for the position of Department Chairperson,
29 Counseling Department Chairperson and Head Librarian. Final selection will be made by
30 the President of the College after review by the appropriate division administrator and
31 Dean. If the President does not select the person, the department faculty may select
32 another faculty member who shall be appointed. In the event no candidates are
33 recommended, the President may make the appointment. The Department Chairperson,
34 Counseling Department Chairperson and Head Librarian will serve for one (1) year,
35 except where there is mutual agreement between the President and the faculty members
36 of the affected department. The incumbent Department Chairperson shall initiate an
37 election process between April 1 and May 1 for the purpose of selecting a Department
38 Chairperson for the following year. Election shall be by secret ballot and all faculty
39 members are eligible to vote on an equal basis. Results shall be published and records
40 (including ballots) kept for one year.
41

42 3. At the College of Alameda, these procedures apply to the Counseling Department
43 Chairperson. At Vista College, these procedures apply to the Department Chairperson.
44

45 F. **Allocation Criteria and Procedures**

46 1. The Dean of Instruction (or his/her designee) of each college, after consulting with the
47 Academic Senate President and the PFT Chapter Chairs, shall allocate the contractual
48 FTE to each department considering the following criteria in making such allocations:
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- 9
- a. Full-time FTE in the department;
- b. Part-time FTE in the department;
- c. The size and complexity of the departments' budget allocation;
- d. Any facilities (such as laboratories) and/or equipment that must be monitored;
- e. Classified staff FTE assigned to the department;
- f. The need for the Department Chairperson to be involved community groups or other outside agencies;
- g. Departmental responsibility for assessment or admission of students to programs.

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2. The President of the college and the PFT Chapter Chairs shall each appoint two (2) members of a joint faculty-administration appeals committee on Reassigned Time Allocation for Department Chairpersons, Head Librarians and Counseling Department Chairpersons. If the faculty members in a department believe that the allocation of reassigned time is inadequate for their department, they may appeal their allocation to this committee. The committee shall examine the arguments made by the faculty in the department in light of the criteria listed in Part 1 above, and make a recommendation to the President of the College. The President may accept or reject this recommendation.

19

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22

G. In the event that the District's financial status is seriously impacted by the passage of any state or federal law which restricts budgetarily any of the special assignments provided for in this Article, the released time ratios and/or stipends for Department Chairperson/Program Developer may be open for renegotiations.

2
3 **A. Faculty Parking**

4 All necessary parking decals or stickers shall be provided at no cost to the faculty members and no
5 parking fees shall be charged to faculty members. When faculty assignments are located at sites that
6 charge for parking, the District will reimburse faculty members for their parking expenses when
7 validated by receipts.
8

9 **B. Clothing/Uniform/Equipment**

10 The District shall provide the faculty member with any protective clothing, uniforms, or equipment
11 that is required by the District in order to teach in his/her discipline. In cases where employees are
12 supplied with safety equipment, they will be required to wear and/or use such equipment.
13

14 **C. Equipment and Supplies**

15 The District will provide reasonable access to a telephone, a personal computer, a printer, and other
16 equipment and supplies needed by a faculty member for the performance of his/her professional
17 responsibilities.
18

19 **D. Office Space**

20 The District will provide faculty members with the office space necessary to perform their
21 professional responsibilities. Provided the District has made a good faith effort in the provision of
22 office space, this paragraph shall not be grievable.
23

24 **E. Health Screening/Medical Records**

25 The District shall reimburse faculty members for health screening, physical examinations, testing,
26 and immunization that is required by the District or outside agency contracting with the District.
27 Special training required by the District or outside agency contracting with the District that is not
28 required for state or District minimum qualifications for faculty service shall either be provided by
29 the District or reimbursed by the District. Contracts with outside agencies shall require that all
30 health screening, physical examination and testing information be kept confidential.
31

32 **F. Special Training/Orientation**

33 Faculty members shall receive Flex Day credit, up to the maximum allowed, for time spent in
34 orientation and special training required by the District or outside agencies contracting with the
35 District. Flex Day credit shall first be used to cover the required orientation and special training.
36 The District shall compensate faculty members for orientation and special training required by the
37 District or outside agencies contracting with the District at .50 pro rata if more time is required than
38 is available for Flex Day Credit. Up to 100% of the time allotted for Flex Day activity may be used
39 for the purpose, if necessary, of fulfilling the special training/orientation obligation.

1 **ARTICLE 16**

INTRA-DISTRICT MILEAGE

- 2
- 3 A. Faculty members whose assignments necessitate travel within a single instructional day
- 4 shall be compensated for the use of their automobile at 31 cents per mile. The rate of
- 5 compensation for travel shall be adjusted at the start of each fiscal year to match the IRS rate in
- 6 effect on July 1.
- 7
- 8 B. It is understood that the above reimbursement shall only be applicable in cases when the faculty
- 9 member is assigned to more than one geographical location in a single instructional day.
- 10
- 11 C. Request for automobile reimbursement shall be submitted monthly, and no obligation will exist
- 12 for payment of reimbursement requests that are submitted 60 or more days after the date on which
- 13 they were incurred.
- 14
- 15 D. To receive reimbursement, a "Transportation Report" must be completed and submitted to the
- 16 appropriate administrator.
- 17

- 3 A. The Academic Calendar of the District shall be jointly developed by the District and the
4 Federation for a three-year period. This includes, but is not limited to; beginning and ending
5 dates, holidays, professional days, early start, uniform calendar, and total number of workdays.
6 The proposed calendars for any academic year shall be prepared in draft form by the District and
7 then given to the Federation for agreement. (See Appendix for copy.)
8
- 9 B. The College academic year calendar shall consist of 175 contracted days for full-time faculty
10 members.
11
- 12 C. ¹Up to fifteen (15) of the 175 days may be provided for faculty members to enable them to
13 participate in professional development activities.
14
- 15 D. The PFT and the District Academic Senate will jointly work with the District to develop the
16 program and the content for any and all Professional Development Days that might be agreed
17 upon by the District and the PFT.
18

2
3 **A. Faculty Assignments**

- 4 1. The District shall maintain load and assignment policies for all the colleges in the Peralta
5 Community College District consistent with the provisions of this Agreement.
6
7 2. All regular and probationary faculty members shall provide a full professional service
8 week that includes teaching, teaching preparation, advising, evaluation, class sign-
9 up/enrollment, maintenance of office hours, meetings and participation in the governance
10 structure of the college and District.
11 3. The full-time base contract load shall be fifteen (15) equated hours per week.
12
13 4. The full-time base contract load for non-instructional faculty members are the following:
14
15 a. Counselors - 30 hours per week
16 b. Librarians - 30 hours per week
17 c. Nurses - 30 hours per week
18 d. Disabled Student Counselors and Coordinators - 30 hours per week
19 e. All other non-instructional assignments - 30 hours per week
20
21 5. Faculty load policies for the Peralta Colleges are the following:
22
23 a. All lectures including English composition shall be equated at 1.00.
24 b. CO-OP Education: 125 students

25
26 Any CO-OP education workload in excess of 125 students shall be treated as extra
27 service. The extra service equated load is determined as follows:
28 {Number of Students - 125}/125.

29 Example:

30 Assume a workload of 150 students for one semester.
31 $150 - 125 = 25/125 = .2$ equated load.
32
33

34 If the Title 5 Regulations affecting the workload for CO-OP education are changed,
35 either party may reopen negotiations on this item.
36

- 37 c. The following vocational labs shall be equated at .80 effective fall 1996.

- 38
39 Air Conditioning and Refrigeration
40 Apparel Design and Merchandising
41 Apprenticeship
42 Architectural/Engineering Technology
43 Auto Body and Paint
44 Auto Mechanics
45 Aviation Maintenance
46 Aviation Operations
47 Carpentry
48 Construction Technology
49 Cosmetology

- 1 Culinary Arts
- 2 Dental Assisting
- 3 Diesel Mechanics
- 4 Drafting
- 5 Electronics Technology
- 6 Emergency Medical Technician
- 7 Fabric Care
- 8 Graphic Arts
- 9 Machine Technology
- 10 Materials Technology
- 11 Nurse Assistant/Home Health Aide
- 12 Nursing
- 13 Photography
- 14 Plastics
- 15 Radiology/X-ray Technology
- 16 Sheet Metal
- 17 Upholstery
- 18 Vocational Nursing
- 19 Welding
- 20 Wood Technology

- 21
- 22 d. All labs shall be equated at .80.
- 23 e. All non-instructional assignments shall be equated at .50.
- 24 f. All counseling assignments shall be equated at .50.
- 25 g. All librarian assignments shall be equated at .50.
- 26

27 6. Full-time instructors shall schedule, post and maintain at least five (5) office hours per
28 week, four (4) hours to be scheduled over four (4) days and one (1) hour to be arranged.

29 7. (1) For the first year of this Agreement, part-time classroom instructors (“instructors”)
30 working a teaching assignment of two classes or 40 percent or more of a full-time load
31 shall schedule, post and maintain one (1) office hour per week for that semester, for
32 which they shall be paid at the non-instructional rate (.5 equated hour). Payment shall be
33 made at the conclusion of the semester. Such office hour shall not be considered part of
34 the instructor’s load for any purpose.

35 (2) In each subsequent fiscal year covered by this Agreement, the availability of paid
36 office hours is subject to and conditioned upon matching State funding pursuant to AB
37 420 or other appropriation expressly made for this specific purpose.
38

39 (3) If state funding provided for these office hours is reduced from the amount funded in
40 2000-2001, the parties will negotiate how the available funds will be disbursed, i.e, rate of
41 pay, percentage of load, and/or amount of time. If funding is eliminated, this program
42 shall cease, without the need for negotiations.
43

44 8. No instructor shall be assigned more than three course preparations during a given term
45 (exclusive of extra service). For those disciplines in which there are courses with fewer
46 than 3 equated hours, instructors may not be assigned more than 9 equated hours for

1 course preparation. Exceptions may be made with the consent of the instructor.
2

3 9. If a faculty member develops a new course and it is put into the curriculum, the District
4 will make a good faith effort to give the faculty member the first right of refusal to teach
5 the course. This provision is not subject to the grievance procedure.
6

7 10. A new course is defined as a course not taught by the faculty member within the past two
8 (2) years. No instructor shall be assigned more than two (2) new course preparations per
9 year and no more than one (1) per term unless required to implement curriculum changes.
10 For those disciplines in which there are courses with fewer than 3 equated hours,
11 instructors may not be assigned more than 6 equated hours of new course preparation per
12 year and no more than 3 equated hours per term unless required to implement curriculum
13 changes. (This provision does not apply to the first term of employment.) The District
14 shall make a good faith effort to give at least a twelve (12) weeks notice for any new
15 course/assignment required. The District shall give at least five (5) weeks notice for any
16 new course preparation required. If there is a documented emergency, the District may
17 assign to a faculty member a new class preparation without notice.
18

19 11. The District may average load assignments for regular and probationary instructors over
20 one academic year. To overload or to implement a scheduled underload the District must
21 notify the faculty member in writing six (6) weeks before the assignment is due to begin.
22 The maximum amount the District may overload is .2 FTE per academic year.
23

24 The District may average load assignments for some faculty members over a two (2) year
25 period. The two-year load averaging shall be limited to a maximum of 25 FTE faculty
26 positions and to a maximum of 18 hours per term. Annual reports shall be forwarded to
27 the PFT. The report shall contain the names of each faculty member, his/her work load,
28 and the college at which he/she works.
29

30 The two-year load averaging provision will go into effect the semester that a faculty
31 member is first underloaded or overloaded and will run for two (2) calendar years. It
32 shall be the District's responsibility to notify in writing each faculty member it wishes to
33 load average six (6) weeks before the assignment is due to begin. If the District fails to
34 do so, the faculty member may elect to have the overload paid as extra service or entered
35 into his/her leave banking program. An underload will be paid at the faculty member's
36 full contract load rate.
37

38 12. Faculty assignments will be scheduled by the college administration in consultation with
39 the department chairperson and the individual faculty member. Sixty (60) days notice of
40 the proposed assignment shall be given in writing to every faculty member. If there is a
41 documented emergency that requires a change in a faculty member's assignment, notice
42 shall be given as soon as the college administration becomes aware of the need for an
43 assignment change.
44

45 13. With the exception of extra service, a faculty member may not be scheduled without
46 his/her consent for the following assignments:
47

48 a. For more than two college sites during any one term;

- b. A day assignment following an evening assignment with less than an eleven (11) hour break;
- c. A six (6) day per week assignment;
- d. Saturday classes for more than one term during one academic year;
- e. For more than four (4) consecutive hours of instruction or six (6) consecutive hours of counseling without a one hour intervening break (except for Saturday classes and summer session) unless a single course is scheduled for more than four (4) hours.

10 **B. Temporary Faculty**

- 11 1. Part-time temporary faculty members may be employed up to five (5) days per week.
12 Service as a day-to-day substitute shall not be counted either as part of load or for
13 purposes of calculating eligibility for contract or probationary status.
- 14 2. Service by a part-time temporary employee with respect to employment in summer
15 school shall not be included in computing service to the attainment of classification as a
16 regular or probationary employee of the District.
- 17 3. When identifiable, temporary hourly faculty members shall have their names included in
18 the class schedule for their classes each term. Such inclusion shall not constitute a
19 contract of employment between the faculty and the District, nor preclude any change in,
20 or deletion of assignment.

23 **C. Extra Service**

- 24 1. Regular full-time instructors may not teach beyond their regular full-time assignments
25 more than .2 equated load or one (1) class on an extra service basis, whichever is greater,
26 except by mutual agreement between the faculty member and the District.
- 27 2. Regular full-time instructors may not teach beyond their regular full-
28 time assignment for the purpose of extra service credit until the full-
29 time assignment has been accomplished.
- 30 3. Counselors, librarians, nurses, disabled student counselors and coordinators may
31 not work beyond their regular full-time assignments for more than six (6) hours
32 per week in extra service counseling, librarian or nursing assignments, except by
33 mutual agreement between the faculty member and the District. Counselors,
34 librarians, nurses and disabled student counselors and coordinators may not be
35 assigned to extra service academic assignments during the same semester during
36 which they are employed in extra service counseling, librarian or nursing
37 assignments except by mutual agreement between the faculty member and the
38 District.
- 39 4. Extra service assignments for non-teaching faculty shall be equated at a .5 factor.
40 (Two (2) hours of extra service equals one (1) teaching hour.)
41
42

43 **D. Class Size**

- 44 1. The minimum class size shall be set at 20 for vocational/technical classes, and 25 for all
45 others.

1
2 2. Exception to the minimum class size may include:
3

- 4 a. Classes needed for transfer;
5 b. Classes needed for completion of a certificate;
6 c. Classes where there are a limited number of work stations;
7 d. Classes for students with disabilities;
8 e. Sequential classes;
9 f. Basic skills and remedial classes.

10
11 Courses falling below the minimum class size shall be determined by Dean of Instruction with input
12 from the faculty within each discipline and with the concurrence of the Vice Chancellor for
13 Educational Services.

14
15 The specific courses excepted from the minimum class size policy shall listed by title, course
16 numbers, day, time and minimum number of students to be enrolled and shall be certified by the
17 Vice Chancellor for Educational Services or his/her designee fifteen (15) days (or more) prior to the
18 beginning of the term. A copy of the list shall be mailed to the President of the PFT.
19

- 20 3. The PFT and the District agree to establish a joint committee, which includes
21 membership designated by the District Academic Senate, to review and make
22 recommendations to the Chancellor on the criteria and process used to determine when so
23 called "low enrolled" courses will be canceled or continued.
24
25 4. The maximum class size shall be limited to the number of work stations or the physical
26 limitations of the facility as made available by the District. In no case shall maximum
27 classroom occupancy exceed maximum allowable occupancy as established by the fire
28 department in the county in which the class is conducted.
29
30 5. The maximum class size for any course in the English Department and the ESL
31 Department where the primary objective is to teach writing shall be 30, any larger class
32 size to be by mutual agreement. The courses covered by this clause are English 101A,
33 101B, 10A, 10B, 250, 201A, 201B, 51A, 51B, 1A, 1B, 5, all Creative Writing classes and
34 Advanced Composition classes, and all ESL composition classes. The computer will be
35 set for a maximum of 35 students for the above classes until the first day of classes, and
36 thereafter up to 30 students, up to and including the last day to add classes.
37
38 6. The maximum class size for any ESL class where the primary objective is not to teach
39 writing shall be 35, any larger class size to be by mutual agreement. The computer will
40 be set for a maximum of 35 students up to and including the last day to add classes.
41
42 7. The maximum class size may not exceed the number mandated by applicable
43 governmental regulations.
44
45 8. Except for error or inadvertence, no class shall be canceled after the first census.
46

47 **E. Saturday Classes**

- 48 1. Saturday classes may be assigned as part of a faculty member's base load. During the

1 term of this agreement, the District will make every effort to assign Saturday classes on
2 a volunteer basis. When Saturday classes are assigned as a part of a faculty member's
3 load, the District will insure that person is assigned two (2) consecutive off days, one (1)
4 of which will be Sunday.

- 5
6 2. All Saturday assignments shall be rotated term to term except by mutual consent between
7 the employee and his or her first level manager.

8
9 **F. Counselors, including Categorically Funded Counselors, Coordinator/Counselors, and**
10 **DSP&S Counselors and Coordinators**

11
12 **I. General Counselors, Categorically Funded Counselors and**
13 **Coordinator/Counselors (other than DSP&S Counselors and Coordinators)**

- 14
15 1. Counseling needs in the District span the entire 12-month calendar year, including
16 Saturdays. Counselors' regular load coincides with the 175-day academic calendar,
17 subject to the other provisions of this Article 18.F regarding the scheduling process at
18 each site. The District may also confer "eleventh-month" contracts for up to an
19 additional 18 days of service at 100 percent per diem to counselors volunteering to
20 provide such service at any time outside of the 175-day academic calendar and/or
21 summer session. Said additional full or partial eleventh-month assignment shall be
22 entirely at the option of the employee, and ordinarily will be on consecutive days.
23 Counselors also may be assigned extra service (e.g., during the scheduled summer
24 session), paid at the extra service rate provided in Article 18.C.3.2.
- 25
26 2. The college president or designee (normally, and hereafter, "the Vice President/Dean
27 of Student Services") will determine the number of eleventh-month contracts and the
28 number of days of such contracts, if any, for each college by April 15th, if possible.
29 The college Vice President/Dean of Student Services will consult with the counseling
30 department at each site before arriving at a final number for each college. The extent
31 to which the college Vice President/Dean of Student Services will confer eleventh-
32 month contracts at each college, including the number of days, if any, for such
33 contracts, will depend on the extent of funding and the district and colleges'
34 assessment of its fiscal condition, and is not grievable. To be compensated for such
35 additional days, each counselor shall actually provide counseling to students during
36 such days unless assigned otherwise by the dean in writing. In addition, the District
37 will seek volunteers willing to rearrange their schedules by working during days
38 outside the 175 academic calendar days and substituting days off during the 175-day
39 academic calendar. The college Vice President/Dean of Student Services and
40 volunteer will reach agreement about the days to be worked outside the academic
41 calendar year and the substituted days off. If the college determines that the need
42 exists and that funding is available, it shall schedule an hourly counselor to substitute
43 for a volunteer who rearranged his or her schedule.
- 44
45 3. All counseling needs outside the regular 175 academic calendar days and summer
46 session shall be covered by first offering the opportunity to contract counselor
47 faculty. Counselors and management at each college shall work together to meet the
48 counseling needs for the entire term of this Collective Bargaining Agreement and to

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create a schedule for full and appropriate counseling coverage, as defined by college management for that year with input from the counseling department. They will take into account the goal of at least one contract counselor being available whenever possible, when the college is open, as necessary to meet student demand. They shall utilize the following procedure:

- a. To meet these needs, the chairperson or designated leader of the Counseling Department together with the Counseling Department faculty shall develop a staffing pattern recommendation by May 1 (or 15 days after the Vice President/Dean of Student Services determines the number of eleventh-month contracts and the number of days of such contracts) which must be agreed upon by a majority of the counseling faculty in the department who are eligible to work an eleventh-month. In the absence of a majority recommendation, the Vice President/Dean of Student Services will determine the eleventh-month assignments.
- b. The college Vice President/Dean of Student Services may accept, reject, or modify the departmental recommendation.
- c. Any affected counselor who feels the outcome of ¶ 2 (11th-month contracts and scheduling) or ¶ 3(a) (staffing pattern recommendation) is/are arbitrary, unfair or unreasonable may appeal the Vice President/Dean's decision to the College President. The appeal shall be in writing and shall state the basis for the appeal and the remedy sought. The College President shall consider the appeal and shall provide a written response to the counselor explaining the basis for his/her decision. The College President's decision is final and is not grievable.
- d. The Vice President/Dean shall be responsible for notification by May 15th of each year (or 15 days after the Counseling Department faculty have developed a staffing pattern recommendation). Notification is defined as: the specific assignment, the location of the assignment, the hours of the assignment, and the names of the counselors to be assigned. The names of the counselors to be assigned will be posted in each of the colleges' counseling offices.

II. DSP&S Counselors

1. DSP&S counseling needs in the District span the entire 12-month calendar year, including Saturdays. DSP&S Counselors' regular load coincides with the 175-day academic calendar, subject to the other provisions of this Article 18.F regarding the scheduling process at each site. The District may also confer "eleventh-month" contracts for up to an additional 18 days of service at 100 percent per diem to DSP&S counselors volunteering to provide such service at any time outside of the 175-day academic calendar and/or summer session. Said additional full or partial eleventh-month assignment shall be entirely at the option of the employee, and ordinarily will be on consecutive days. DSP&S counselors also may be assigned extra service (e.g., during the scheduled summer session), paid at the extra service rate provided in Article 18.C.3.2.

1 2. The college president or designee (normally, and hereafter, “the Vice
2 President/Dean of Student Services”) will determine the number of eleventh-month
3 contracts and the number of days of such contracts, if any, for each college by April
4 15th, if possible. The college Vice President/Dean of Student Services will consult
5 with the DSP&S counseling department and the DSP&S Coordinator at each site
6 before arriving at a final number for each college. The extent to which the college
7 Vice President/Dean of Student Services will confer eleventh-month contracts at
8 each college, including the number of days, if any, for such contracts, will depend
9 on the extent of funding and the district and colleges’ assessment of its fiscal
10 condition, and is not grievable. To be compensated for such additional days, each
11 DSP&S counselor shall actually provide counseling to students during such days
12 unless assigned otherwise by the dean in writing. In addition, the District will seek
13 volunteers willing to rearrange their schedules by working during days outside the
14 175 academic calendar days and substituting days off during the 175-day academic
15 calendar. The college Vice President/Dean of Student Services and volunteer will
16 reach agreement about the days to be worked outside the academic calendar year
17 and the substituted days off. If the college determines that the need exists and that
18 funding is available, it shall schedule an hourly counselor to substitute for a
19 volunteer who rearranged his or her schedule.
20

21 3. All DSP&S counseling needs outside the regular 175 academic calendar days
22 and summer session shall be covered by first offering the opportunity to contract
23 DSP&S counselor faculty. DSP&S counselors and management at each college
24 shall work together to meet the DSP&S counseling needs for the entire term of this
25 Collective Bargaining Agreement and to create a schedule for full and appropriate
26 DSP&S counseling coverage, as defined by college management for that year with
27 input from the DSP&S counseling department and the DSP&S coordinator. They
28 will take into account the goal of at least one contract DSP&S counselor being
29 available whenever possible, when the college is open, as necessary to meet student
30 demand. They shall utilize the following procedure:
31

32 a. To meet these needs, the DSP&S Coordinator together with the DSP&S
33 counseling faculty shall develop a staffing pattern recommendation by May 1
34 (or 15 days after the Vice President/Dean of Student Services determines the
35 number of eleventh-month contracts and the number of days of such contracts)
36 which must be agreed upon by a majority of the DSP&S counseling faculty in
37 the department who are eligible to work an eleventh-month. In the absence of a
38 majority recommendation, the Vice President/Dean of Student Services will
39 determine the eleventh-month assignments.
40

41 b. The college Vice President/Dean of Student Services may accept, reject, or modify
42 the departmental recommendation.
43

44 c. Any affected DSP&S counselor who feels the outcome of ¶ 2 (11th-month
45 contracts and scheduling) or ¶ 3(a) (staffing pattern recommendation) is/are
46 arbitrary, unfair or unreasonable may appeal the Vice President/Dean’s decision
47 to the College President. The appeal shall be in writing and shall state the basis
48 for the appeal and the remedy sought. The College President shall consider the

1
2 appeal and shall provide a written response to the counselor explaining the
3 basis for his/her decision. The College President's decision is final and is not
4 grievable.

- 5
6 d. The Vice President/Dean shall be responsible for notification by May 15th of
7 each year (or 15 days after the DSP&S counseling faculty have developed a
8 staffing pattern recommendation). Notification is defined as: the specific
9 assignment, the location of the assignment, the hours of the assignment, and the
10 names of the DSP&S counselors to be assigned. The names of the counselors to
11 be assigned will be posted in each of the colleges' DSP&S counseling offices.

12 **III. DSP&S Coordinators**

- 13
14 1. All DSP&S coordination needs outside the regular 175 academic calendar days and
15 summer session shall be covered by first offering the opportunity to contract DSP&S
16 Coordinators.
17
18 2. Faculty employed as DSP&S Coordinators shall be offered a full or partial eleventh-
19 month of service.
20

21 **IV. Compensation**

- 22
23 1. Counselor, DSP&S counselor and DSP&S Coordinator compensation for the eleventh-
24 month shall be 1/10 of the annual faculty salary schedule.
25

26 **G. Contract Education**

27 **1. Definition**

- 28
29 a. Contract Education is defined as those classes in which the Peralta
30 District contracts with a public or private entity for the purpose of
31 providing instruction or services, or both, at or by, one of the Peralta
32 Colleges.
33
34 b. (1) "Credit" refers to any class offered for community
35 college credit, regardless of whether the class generates state
36 apportionments.
37 (2) "Non-credit" refers to courses that meet the criteria for
38 apportionment pursuant to Section 84711.
39 (3) "Not-for-credit" refers to classes, including community
40 services classes, that are offered without credit and which are
41 not eligible for apportionments pursuant to Section 84711.
42

43 **2. Staffing Provisions**

- 44
45 a. Faculty will be selected based on academic preparation, teaching
46 experience, prior contract education experience, and the ability to
47 teach a working adult population.
48

1 b. It is understood that if the contracting agency or company requests in writing a
2 particular person to teach in a program, or if the program demands a specialist,
3 arrangements will be made to hire such individual(s) and shall not be prohibited
4 by any other provision in the PFT/PCCD Collective Bargaining Agreement. A
5 "specialist" as used herein is defined as a person whose skills and abilities are
6 unique and who is unavailable from PCCD personnel.
7

8 When such "specialist" is required to meet the request of the Contracting Agency
9 or the needs of the program, a written explanation and verification of need shall
10 be prepared by the appropriate administrator and shall be available for
11 examination on request by the PFT.
12

13 c. In cases where a program or course is developed and proposed by a particular
14 faculty member, he or she shall be assigned the program or course unless there are
15 compelling reasons not to do so. For all other courses and programs, Peralta
16 faculty will be selected with the recommendation from the department
17 chairperson where applicable through the Assistant Dean/Dean of Instruction and
18 the Campus Contract Education Coordinator. The District Coordinator shall
19 reserve final approval of the selection based on these recommendations.
20

21 d. Full-time faculty, part-time faculty and faculty on the eligibility list will be
22 equally eligible to work contract education assignments. If no qualified faculty
23 are available for the assignment, or if available faculty choose not to accept the
24 assignment, the class may be offered to administrative employees of the District
25 or to potential faculty not on the eligibility list.
26

27 3. Contract Education Assignments in Relation to Faculty Loads

28 In general, contract education assignments are extra duty assignments. However, they
29 may be assigned as part of a faculty member's base load by mutual agreement
30 between the District and the individual faculty member. They may also be assigned as
31 part of the faculty member's base load whenever mutual agreement is not reached,
32 provided there are no extra service or part-time faculty teaching at the college in a
33 discipline in which the faculty member is minimally qualified.
34

35 4. Evaluation

- 36 a. Instructors shall be evaluated in accordance with Article 11 of this Agreement.
37
38 b. Since many Contracting Agencies will demand more frequent or different
39 evaluations of programs or courses for which they contract, the faculty member
40 shall be made aware of all unique evaluation methods or techniques which will be
41 a part of the contract before he or she is asked to accept or reject the assignment.
42 These evaluating forms shall remain with the coordinator of contract education
43 and shall not be made a part of the instructor's formal personnel file retained by
44 the District.
45
46

47 5. Compensation

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The compensation for Peralta Community College faculty members shall be in accordance with the salary schedule. In the event that a Contract Education proposal requires the development of a new curriculum, the faculty member, contractor and administration shall reach mutual agreement over the faculty member's compensation for devising the course curriculum. Compensation for curriculum design shall not exceed the number of equated hours per course.

2
3 A grievance as defined in this Agreement shall be brought only through the following procedure.

4
5 **A. Definitions**

6 1. A grievance is a formal allegation by a faculty member that he or she has been adversely
7 affected by a misinterpretation, a misapplication, or a violation of this Agreement, or of
8 Board Policy, which affects or relates to the employment of the grievant.

9
10 2. In addition, the following also may be grieved:

11 a. a violation of provisions of the California Education Code, or California Labor Code
12 affecting faculty members' wages, hours or negotiable working conditions, or
13 provisions of regulations specifying requirements which the District is obligated to
14 observe regarding wages, hours or negotiable working conditions, or employee
15 entitlements regarding wages, hours or negotiable working conditions, or

16 b. a violation of union rights guaranteed by the California Education Code, California
17 Labor Code or regulations specifying requirements which the District is obligated to
18 maintain in respect to the Union.

19 Existing exclusions from the grievance procedure or arbitration in specific Articles
20 of this Agreement shall not be made grievable or arbitrable by Article 19.A.2. In
21 addition, Article 19.A.2 shall not modify or affect existing procedures relative to
22 faculty evaluation processes (Article 11).

23 3. A grievant may be any member of the bargaining unit covered by the terms of this
24 Agreement or any official of the Federation, or the Federation itself.

25
26 4. A "day" (for the purposes of this grievance policy only) is any day on which the central
27 administrative office of the Peralta Community College District is open for business.

28
29 5. The "first level manager" is the immediate supervisor (outside of the bargaining unit)
30 having direct jurisdiction over the grievant.

31
32 **B. Scope of Arbitration**

33 In addition to being able to arbitrate violations of this CBA or board policy pursuant to subsection
34 A.1, the Union may, but is not required to, arbitrate grievances over:

35 1. laws or regulations regarding licensure, certification standards, or academic freedom
36 which are inextricably intertwined with faculty member wages, hours or negotiable
37 working conditions; or

38 2. violation of union rights guaranteed by the Education Code, Labor Code, the EERA, or
39 derivative California regulation.

40 **C. Exclusivity of Arbitration Process**

41 In connection with a request to arbitrate under B.(1) or (2):

1 1. The union will not initiate or fund litigation to enforce the same legal rights presented in
2 arbitration. Processing a grievance to arbitration means that the Union expressly waives
3 a right to initiate or fund litigation over the same subject matter. This waiver does not
4 apply to actions under the California Arbitration Act (CCP §1280 et seq.), actions
5 seeking injunctions or other provisional relief pending arbitration, or Union actions to
6 intervene in judicial proceedings to protect its rights under the Agreement.

7 2. The District has the right to raise in arbitration any defense, which would have been
8 available in litigation. If the arbitrator sustains such a defense and denies the grievance in
9 whole or in part on that basis, the waiver above is effective against the Union to that
10 extent. Otherwise, if the arbitrator does not decide the merits of the statute or regulations,
11 such waiver shall not be effective.

12
13 D. Forms for processing grievances shall be mutually developed by the Federation and the
14 District. The forms shall be printed by the District and given to the president of the PFT.
15 (See Appendix for copy.)

16
17 E. A grievance may be lodged:

- 18
19 1. By a faculty member;
20 2. By a faculty member accompanied by a representative;
21 3. By a Federation representative.

22
23 F. The grievant and the Federation shall have the right to have a representative present at each
24 step of the grievance procedure. In instances where a faculty member files a grievance
25 directly with the District, or when a faculty member elects not to have the PFT represent
26 him/her, the District shall send a copy of said grievance to the PFT within ten (10) days of its
27 filing date.

28
29 G. If the same grievance is made by more than one faculty member, the Federation shall be
30 allowed to consolidate such grievances. The final decision of such a grievance shall apply to
31 all grievants.

32
33 H. No faculty member at any stage of the grievance procedure shall be required to meet with
34 any administrator concerning any aspect of a filed grievance without Federation
35 representation if so requested by the grievant.

36
37 I. Written notices to be given under this grievance procedure may be hand delivered to the
38 appropriate person, left with the first-level manager, or sent by U.S. mail. If delivered by
39 hand, the date of delivery shall be considered as the date of the notice.

40
41 J. No threats or retaliation shall be made against any participants in the grievance procedure by
42 reason of such participation. Grievance materials shall not be placed in the personnel files.

43
44 K. A decision rendered at any level in this procedure becomes final unless appealed by the
45 aggrieved person within the time limit specified.

- 46
47 1. By mutual agreement the time limits contained herein may be waived. Also by mutual

1 agreement
2 the grievance may revert to a preceding level for consideration (excluding Step 3).

3
4 2. Failure of the administrator to respond within the time limits shall automatically move
5 the grievance to the next step of the grievance procedure.

6
7 L. Decisions rendered at Steps 1 and 2 of the grievance procedure set forth herein shall be in
8 writing, setting forth the decision and the reasons therefore, and will be transmitted promptly
9 to the grievant and the President of the Federation. Time limits for appeal provided in each
10 level shall begin three (3) days following posting by registered mail of the written decision
11 by the parties in interest.

12
13 M. **Pre-negotiations Process (2003)**

14 Between October 1 and December 31, 2002, the parties shall meet to fully share information and
15 evaluate the viability of the grievance procedure and the foregoing definition during the course of
16 the present Agreement.

17 N. If the grievance hearing is scheduled during the grievant's or representative's working hours,
18 the grievant and representative shall suffer no loss of pay in order to attend the hearing. In addition,
19 faculty members shall receive reasonable released time with no loss of pay, in order to testify and/or
20 comply with any subpoena to testify in a grievance hearing.

21
22 O. Upon reasonable request, the District shall provide the PFT with all information which the
23 Federation requests, consistent with the District's obligation to disclose information under the Public
24 Records Act. Such data and/or information will be made available in a format that does not require
25 research and/or analytical manipulation.

26
27 P. **Grievance Resolution Procedure**

28 The Multi-step grievance process shall be used for all grievances. Grievances pertaining to District
29 office problems and procedures such as:

- 30
31 1. Salary placement
32 2. Payment of salary
33 3. Fringe benefits
34 4. Sick leave accrual
35 5. Faculty Service Area placement
36 6. Personnel files
37 7. Seniority
38 8. Safety
39 9. Retirement

40
41 shall go directly to Step 2. All other grievances shall follow the INFORMAL AND FORMAL REVIEW
42 PROCESS as provided below. During both the informal and formal phase of the grievance procedure,
43 faculty members are entitled to have a union representative present.

44
45 **INFORMAL REVIEW**

46 Prior to a faculty member initiating the procedure, an informal review shall take place between the

1 faculty member and his/her first level manager. This process can take place through an informal
2 discussion or written statements. Within seven (7) working days of the initiation of the informal
3 review process, the first level manager shall communicate orally or in writing his/her response. If
4 the faculty member's proposed resolution is denied or modified, the first level manager shall include
5 in his/her response the reason for the denial or modification.
6

7 **FORMAL REVIEW**

8 **STEP 1**

- 9
- 10 a. Within ten (10) working days after the first level manager's response to the INFORMAL
11 REVIEW, the faculty member may file a formal written grievance with the College
12 President on the Faculty Grievance Form if it is within seventy-seven (77) working days
13 after the grievant knew of the condition upon which the grievance is based. Copies of the
14 Faculty Grievance Form shall be sent to the Federation and The Vice Chancellor for
15 Human Resources by the College President.
 - 16 b. Within ten (10) working days after receiving the written grievance, a conference
17 including the grievant, the Federation representative, the College President, and the
18 appropriate manager(s) shall be held.
 - 19 c. Within seven (7) working days of the conference, a written decision including
20 appropriate reasons shall be rendered by the College President.
21
22

23 **STEP 2**

- 24
- 25 a. Within ten (10) working days after receipt of the written decision of the College
26 President, the grievant may forward a copy of the Faculty Grievance Form to the Vice
27 Chancellor for Human Resources for further review, if he/she is not satisfied with the
28 College President's decision.
 - 29 b. Within ten (10) working days of receipt of the request for further review, a conference
30 including the grievant, the Federation representative, the College President or designee,
31 and the Vice Chancellor for Human Resources shall be held.
 - 32 c. Within seven (7) working days of the conference, a written decision including
33 appropriate reasons shall be rendered by the Vice Chancellor for Human Resources.
34
35

36 **STEP 3**

37 Only the Federation may take a grievance to Step 3.

- 38
- 39 a. If the Federation is not satisfied with the decision at Step 2, the union, with the
40 concurrence of the District, may appeal the decision from Step 2 to mediation or other
41 dispute resolution methods. If a conclusion is reached that is agreeable to both parties,
42 the resolution will be binding.
 - 43 b. **Binding Arbitration**
44 If the Federation or District elects not to utilize an alternative dispute resolution method,
45 the Federation shall have the right to refer the matter to binding arbitration. A request for
46 binding arbitration must be submitted to the Vice Chancellor for Human Resources
47 within thirty (30) working days of the written decision of the Vice Chancellor for Human
48

1 Resources after his/her review as provided in Step 2. (This time requirement will be
2 held in abeyance from June 1 through September 1.)
3

4 **c. Selection of Arbitrator**

5 Within ten (10) days after receipt of the appeal to binding arbitration, the parties shall
6 attempt to agree upon an arbitrator. If agreement cannot be reached within five (5)
7 working days, the parties shall request a panel of five (5) arbitrators from the California
8 Mediation and Conciliation Service. Each party shall alternately strike two (2) names
9 from the panel; the remaining arbitrator shall be appointed.
10

11 **d. Opinion and Award**

12 The arbitrator shall have no power to add to, subtract from, alter or modify any of the
13 terms of this agreement. The arbitrator shall submit his/her opinion and award within
14 thirty (30) days after the conclusion of the hearing (or the receipt of the court reporter's
15 transcript, whichever is later). The opinion and award of the arbitrator shall be final and
16 binding on the parties. Nothing herein shall preclude either party from seeking further
17 legal remedy.
18

19 **e. Cost**

20 The mediation and the arbitration fees and expenses shall be shared equally by the
21 parties.

1 ARTICLE 20

2 DISCIPLINARY ACTION

3 A. No disciplinary action shall take place except for just and sufficient cause. With the
4 exception of dismissal or suspension, disciplinary action shall be subject to the
5 provisions of the Grievance Procedure (Article 19). Dismissal or Suspension shall be
6 in accordance with Education Code provisions. Where the employee elects to have an
7 arbitrator hear the matter of Suspension or Dismissal pursuant to Education Code
8 87674, employee, employee representative and District shall mutually agree on the
9 arbitrator within five (5) workdays after receipt of the demand. If agreement is not
10 reached, selection of the arbitrator shall be made in accordance with the selection
11 procedures of the American Arbitration Association.
12

13 B. The District shall negotiate any procedure having a direct bearing on discipline and
14 which is within the scope of negotiations. Existing procedures shall remain in force
15 pending agreement between the PCCD and PFT.
16

2
3 **A. Salary Ranges**

4 All new full-time faculty shall be hired at step 5 at minimum.
5

6 **B. Status of 2003/04 Tentative Agreement**

7 In their 2003/04 Tentative Agreement, the parties agreed to certain financial concessions for a
8 one-year time period only. In accordance with the provisions of such Agreement, the financial
9 items which were suspended or reduced for 2003/04 only, including step and column movement,
10 tenure review stipends, department chair released time, and staff development funds, are
11 reinstated. Step and column advancement for 2004/05 shall not be adversely affected as a result
12 of the 2003/04 Agreement.
13

14 **C. 2004/05 Fiscal Year: One-Time Bonus and Reopener Negotiations**

15
16 **1. The following salary schedule shall apply for 2004/05:**

17						
18	001	31,882.00	34,334.00	36,779.00	39,272.00	41,722.00
19	002	33,818.00	36,269.00	38,768.00	41,210.00	43,663.00
20	003	35,809.00	38,257.00	40,703.00	43,106.00	45,584.00
21	004	37,749.00	40,200.00	42,648.00	45,172.00	47,515.00
22	005	39,693.00	42,139.00	44,638.00	47,018.00	49,394.00
23	006	41,678.00	44,130.00	46,525.00	48,903.00	51,281.00
24	007	43,623.00	46,028.00	48,410.00	50,789.00	53,219.00
25	008	45,535.00	47,918.00	50,338.00	52,718.00	55,104.00
26	009	47,467.00	49,841.00	52,222.00	54,613.00	56,979.00
27	010	49,349.00	51,732.00	54,110.00	56,496.00	58,919.00
28	011			56,008.00	58,430.00	60,808.00
29	012			57,919.00	60,313.00	62,694.00
30	013			59,832.00	62,227.00	64,607.00
31	014				64,141.00	66,520.00
32	015				66,054.00	68,432.00
33	016				67,965.00	70,346.00
34	017					72,258.00
35	018					74,170.00
36						

37 2. The District shall confer to each regular, probationary and long-term substitute employee
38 (pro-rated for partial contracts) a one-time bonus of \$1,000, before the 2005 spring semester
39 commences. This bonus is non-recurring and shall not be included on any salary schedule.
40

41 3. The parties shall engage in reopener negotiations regarding the Union's proposals for (a) a
42 26 Step salary schedule, and (b) addition of Step 6 to pro-rata schedules.

1
2 **D. COLA and Reopener Negotiations for 2005/06 and 2006/07 Fiscal Years**

3 In each of the years 2005/06 and 2006/07, the salary schedule shall be increased by a percentage
4 reflecting the effective District COLA as identified and funded by the State. In each of such years,
5 upon Union request the parties shall commence reopener negotiations on any new general fund, non-
6 designated money coming into the District.
7

8 **E. Temporary (Part-Time) Employees and Extra Service Assignments**

- 9 1. Regular and probationary full-time contract employees: pro-rata pay shall be 60% of the
10 faculty salary schedule in steps 1-5 (A-E) only.
11
12 2. Part-time temporary faculty employees with full-time employment of any kind: 60% of the
13 faculty salary schedule in steps 1-5 (A-E) only.
14
15 3. Part-time temporary faculty employees without full-time employment of any kind: 75% of
16 the faculty salary schedule in steps 1-5 (A-E) only.
17
18 4. Part-time temporary faculty employees shall be paid on a quarter or semester basis in equal
19 monthly installments whenever possible.
20
21 5. Part-time temporary employment after Retirement. See Article 29 C.
22
23 6. In all instances it shall be the faculty member's responsibility to inform the District of
24 academic work completion for column advancement on the salary schedule (A-E). All
25 documentation must be submitted to the District Personnel Office by the end of the fourth
26 week of instruction.
27
28 7. It shall be the District's responsibility to move faculty members on experience steps if such
29 experience occurs in the Peralta District.
30

31 **F. Coaching Stipends**

32 Coaching stipends shall be paid per coaching assignments, as voluntary assignments, per sport
33 season as follows:
34

- 35 1. Regular and Probationary Faculty (full-time)
36 As a term of this agreement, a full or partial eleventh-month assignment shall be considered
37 as an extra-duty assignment. Faculty members shall not be required to assume such an
38 additional full or partial eleventh-month assignment without their consent; said additional
39 full or partial eleventh-month assignment shall be entirely at the option of the employee.
40 Any regular faculty member who performs said additional full or partial month shall receive
41 100% pro rata pay for said service.
42
43 a. Football Head Coach: 11 month assignment (193 days) plus nine (9)
44 equated hours released time.
45
46 b. Basketball Head Coach: 10.75 month assignment (189 days) plus
47 four (4) equated hours released time.

- c. Baseball Head Coach: 10.75 month assignment (189 days) plus four (4) equated hours released time.
- d. All other Head Coaches: 10.67 month assignment (187 days) plus three (3) equated hours released time.
- e. All Assistant Coaches: 10.5 month assignment (184 days) plus one intercollegiate course equated at 7.5 hours assigned as part of full-time (15 equated hours) contract load.

2. Temporary Part-Time faculty, per season/per sport (Effective July 1, 2004)

a. Head Coach		\$3,133
b. Assistant Head Coaches:		
1) Football		\$5,014
2) Baseball		\$3,919
3) Basketball		\$3,919
4) All other:		\$3,133

- 3. The stipend shall be given to each head coach and each assistant head coach.
- 4. The Head Coach may divide the stipend for a full assistant coach among two or more faculty, splitting the stipend based upon the duties assigned to the faculty member. The split shall not exceed the stipend amount for a full assistant coach. Commitments must be executed through appropriate District processes.
- 5. Salary increases applied to the salary schedule shall also be applicable to the stipulated compensation for coaches.
- 6. Additions or replacements to the coaching staff, regular or temporary, shall be in accordance with the applicable provisions of this Agreement.

G. Longevity

- 1. Faculty members employed in the Peralta District for eighteen (18) consecutive years (including approved leaves of absence) are eligible for the longevity increment. As of July 1, 2004 the District will pay a longevity increment to be effective after:

the 18th year	\$948
the 19th year	\$1,264
the 20th year	\$1,833
the 21st year	\$2,465
the 22nd year	\$3,097
the 23rd year	\$3,729
the 24th year	\$4,362
the 25th year	\$6,321

2. A minimum of 18 consecutive years of unbroken faculty service in the PCCD (approved leaves of absence do not represent a break in service) is required for the first (lowest) longevity increment.
3. Current regular faculty status is required at the time the eligibility claim is made.
4. Eligible faculty must be at the top step for their column placement on the regular/contract faculty pay schedule.
5. Effective on or after the 1994-1995 academic year, part-time service credit was added to the longevity calculations. For computing the amount of longevity increment, the increment shall be pro-rated in proportion each year of part-time faculty service bears to a year of full-time service. Example: Faculty member works 18 consecutive years, of which five years are part-time at 50% time and 13 years are full-time. The pro-rated increment shall be:

$$\frac{(13 \times 1) + (.5 \times 5)}{18} = 13 + 2.5 = \frac{15.5 \times \$750}{18} = .86 \times \$750 = \$645$$

6. For regular faculty who meet the new criteria, (inclusion of part-time service), the appropriate increment shall be effective on or after the 1994-1995 academic year. Even if faculty claim eligibility for longevity increment prior to the 1994-1995 academic year, PCCD shall not be required to make any retroactive payment for longevity increment(s).

H. Non-Academic Column Advancement

Occupational and vocational instructors refers to those instructors who have at least a .5 assignment in an occupational or vocational area. Column movement for occupational vocational instructors applies to: (1) those who were originally hired to teach in an occupational or vocational subject area and who are still teaching in such area; (2) those who were originally hired to teach in a non-occupational or vocational area, but due to further retraining and the District's educational needs are currently teaching in an occupational or vocational training area. Application for advancement on the salary schedule will be based on current .5 employment in a vocational or occupational area.

The .5 assignment shall be applicable to full-time instructors only. Part-time, temporary instructors teaching one or more occupational and/or vocational classes will be allowed movement on the salary schedule on a pro-rata basis.

Non-academic salary advancement may be granted to vocational faculty for training courses sponsored by recognized business and industrial firms or professional organizations subject to the following provisions:

1. Approval may be granted by a majority vote of the College Professional Development Committee, and two (2) vocational faculty members, one of whom shall be designated by the PFT and the other by the Academic Senate.
2. A course description or outline of the Vocational Training Program must be submitted to the above committee along with the request for approval.
3. The content of the Vocational Training Program must directly relate to the faculty member's

1 current FSA or an FSA which the committee believes will benefit the college, the District,
2 and the individual faculty member.

3
4 4. A written statement must be issued by the Professional Development Committee to the
5 faculty member in response to each request for approval. The written notice shall indicate the
6 number of units granted for completion of the course of study or work, or reason(s) for
7 denial.

8
9 5. Section H shall not be subject to the grievance procedure.

10 Upon completion of the above requirements and documentation of completion of the Vocational
11 Training Program, movement on the salary schedule shall be granted according to the following
12 formula: 32 hours of training is equivalent to one semester unit.

13
14 **I. Column Advancement - All Faculty**

15 The end of the fourth week of instruction of any term is the final date for filing official transcripts
16 required for column advancement. Official transcripts from an accredited institution bearing the
17 impressed seal of the institution, or the original signature of the registrar, transcript clerk, or recorder
18 are required. After initial placement based on assignment and qualifications, column advancement
19 will be based on the initial assignment even if a future assignment would have produced a lower
20 column placement. For example, if initial placement is in an occupational or vocational assignment
21 and the faculty member's subsequent assignment is primarily academic, the faculty member will not
22 have his/her pay rate reduced and will retain eligibility to be advanced as if s/he had remained in an
23 assignment that was at least .5 in an occupational or vocational area.

24
25 Column advancement may be granted to a faculty member for successfully completing
26 undergraduate courses that enhance the instructor's ability to perform his/her assignment effectively.
27 The content of the course must directly relate to the faculty member's professional development in a
28 significant way that benefits the college, the District, and the individual faculty member.

29 A final determination as to whether a course meets the required criterion will be made by a majority
30 vote of a Column Advancement Committee comprised of:

- 31 1. The District Staff Development Officer
32 2. The District Academic Senate President or designee
33 3. The Vice Chancellor for Educational Services or designee

34 A course description or outline of the course must be submitted to the Vice Chancellor for
35 Educational Services along with the request for approval. The Vice Chancellor for Educational
36 Services will be responsible for convening the Column Advancement Committee to consider the
37 request. The Column Advancement Committee must respond within four weeks of submission of the
38 request for approval and all supporting documents.

39 A written statement must be issued by the Column Advancement Committee to the faculty member
40 in response to each request for approval. The written notice shall indicate the number of units
41 granted toward column advancement or reason(s) for denial.

42 The faculty member may obtain prior approval for the course. For prior approval, the course
43 description/outline must be submitted to the Vice Chancellor for Educational Services at least six
44 weeks prior to the beginning of the course.

1 Upon completion of the above requirements and the filing of official transcripts, movement on the
2 salary schedule shall be granted when sufficient units have been completed.

3 The provision for column advancement may be grieved only for a procedural violation.

4
5 **J. Salary Notification**

6 At least annually, all faculty members shall receive a statement of their placement on the salary
7 schedule, including column and step.

8
9 See Appendix for Faculty Salary Schedule and other related salary information.
10

2
3 The District will continue to fund the Health and Welfare Program and absorb any increase in
4 premium rates at the current benefit level for the duration of this Agreement.
5

6 **A. General Conditions**

7 Both parties acknowledge:
8

- 9 1. No reduction in any benefit that was provided in the immediately preceding Agreement
10 shall occur due to failure to include said benefit in this Agreement, unless such reduction is
11 specifically indicated in this Agreement.
- 12 2. Benefits shall be equal to or greater than existing benefits as summarized in the plans
13 described in Section B (including dependents' coverage where applicable).
- 14 3. The health and welfare plans shall be contractually arranged by the District. Said
15 contracts are hereby made a part of this Agreement. Said contracts and related documents
16 (loss ratios, premium rates, et al) are to be made available to the PFT representative(s)
17 during normal District business hours. There are no changes to the plans that provide Life
18 Insurance and Accidental Death and Dismemberment (AD&D) benefits, the Delta Dental
19 Plan, the Flexible Benefits Plan, and the Commuter Expense Plan.
- 20 4. The description of the employee's medical benefits plan included in this shall replace the
21 current Blue Cross PPO and modify the current Kaiser plan for the period 9/1/04-6/30/07.
22 The current medical benefit plans shall remain in effect until the new plans are fully
23 operational and implemented. All health and welfare plans shall be contractually arranged
24 by the District and said contracts are hereby made a part of this agreement as per Article
25 22.A.3. in the 7/1/00-6/30/03 PFT-PCCD Contract.
- 26 5. The PFT and the District agree to meet and discuss the resolution of any unforeseen
27 service delivery problems that may arise concerning the administration of health and
28 welfare benefits.
- 29 6. This agreement does not supersede any rights vested under California law.

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36 **B. Specific Definitions**

37 1. Medical Expense Insurance

38 All faculty have the right to select one of the following plans at the time of initial
39 employment or during the open enrollment period:

- 40 a. CoreSource Interplan or such other plan that provides equivalent benefits.
- 41 b. Kaiser Foundation Health Plan

42 The key components of the CoreSource Interplan and Kaiser plan appear in
43 Appendix A1.1 Health Benefits.

- 44 2. Delta Dental Insurance or such other plan that provides equivalent benefits.

1
2 3. Life Insurance
3 Hartford Life Insurance District paid.
4

5 4. Long-Term Disability Insurance
6 Hartford Long- Term Disability Life Insurance District paid.
7

8 The description of Long-Term Disability plan included in this Agreement shall replace the
9 current Long-Term Disability plan for the period 7/1/04-6/30/07. All Long-Term
10 Disability plans shall be contractually arranged by the District and said contracts are
11 hereby made a part of this agreement.
12

13 This change affects any active employee who experiences a disability that begins on or
14 after July 1, 2004.
15

16 Instead of a benefit level of 75% of the pre-disability earnings, which is taxable like any
17 other income, the benefit level decreases to 60% of pre-disability earnings which is not
18 taxed.
19

20 This means the actual monthly cost for each employee will be added to his/her gross
21 income, but then in the same paycheck that amount will be deducted for Long-Term
22 Disability (making it cost neutral for the employee).
23

24 5. **Vision Coverage:** At no cost to the District, a vision benefit will be provided under the
25 new PPO plan.
26

27 Under the plan, the plan participant can go to a licensed practitioner for a vision
28 examination. If this practitioner prescribed corrective lenses, then there is a vision
29 hardware benefit available. It is offered on an in and out-of-network basis.
30

31 In network: Up to \$150 per year, per plan participant, to cover the costs of lenses, frames,
32 contacts and disposable contacts. (Contracted vision providers.)
33

34 Out of network: Payable at a rate of 50% up to \$100 per year, per plan participant, to
35 cover the costs of lenses, frames, contacts and disposable contacts (retail providers).
36

37 The vision benefit is offered only to those regular employees and their eligible dependents
38 who enroll in the new PPO plan. The plan participant will pay any additional costs, if any.
39

40 6. Employee Assistance Program
41

42 C. **Regular, Probationary, and Long-Term Substitutes**

43 1. All regular, probationary, and long-term substitute faculty shall receive at District expense
44 the following health and welfare benefits, subject to the terms and conditions of the policies:
45

- 46 a. Medical Insurance
47 b. Dental Insurance
48 c. Life Insurance
49 d. Long-term Disability Insurance
50 e. Employee Assistance Program

1
2 In addition, such employees may at their own expense purchase additional life and/or
3 disability insurance.
4

- 5 2. The District shall provide all necessary enrollment forms and information to new
6 employees in a timely fashion. Failure of the District to do so shall result in the District
7 holding the employee harmless for any covered claims incurred in this period.
8
- 9 3. Coverage begins on the first day of assignment.
10
- 11 4. It shall be the faculty members responsibility to return all enrollment forms for health and
12 welfare benefits to the District by the agreed upon deadline. Failure to do so shall hold the
13 District harmless for any claim made in this period. In any case, all enrollment forms must
14 be received by the District within thirty (30) days of the date of hire. Failure to comply
15 may result in a delay of coverage.
16
- 17 5. If both husband and wife are employed by the District, they shall each be eligible severally
18 for all health and welfare benefits. The only exception is that the dependent children shall
19 not be covered by both.
20
- 21 6. Dependent's coverage is to be paid in full by the District. All dependents must be added
22 at the time of the employee's enrollment, or within thirty (30) days of a new birth or
23 marriage or addition of a new dependent, or during the open enrollment period. The
24 following plans include dependent coverage:
25
- 26 a. Medical Insurance.
 - 27 b. Dental Insurance.
 - 28 c. Life Insurance.
- 29
- 30 7. The District shall provide new employees with an orientation which will include
31 brochures describing each benefit program and provider, a summary sheet explaining the
32 differences among policies, information about other insurance that is available to
33 purchase and a sign-off sheet that indicates the new person has been given choices he or
34 she has regarding benefits.
35
- 36 8. Upon attaining Medicare eligibility (presently, at age 65), retirees shall enroll in
37 Medicare A & B, provided the District pays 100% of the current and future costs of
38 Medicare premiums. Such enrollment is a precondition to the District continuing to pay
39 for their medical insurance coverage. No individual shall receive less coverage (for
40 example: reduced benefits, increased co-pays or increased deductibles) as a result of
41 enrolling in Medicare. This provision shall not be precedential.
42

43 **D. COBRA Rights**

- 44 1. If group health coverage ends due to termination (for other than gross misconduct) of a
45 covered employee's employment or loss of coverage due to a reduction in hours,
46 including loss of coverage due to an employer filing for Chapter 11 reorganization,
47 continued coverage for the employee and his/her dependents will end on the last day of
48 the eighteen (18) month period following the date that the group coverage ended.
49
- 50 2. If a dependent loses insured status due to the death of the employee, employee's divorce

1 or legal separation, employee's entitlement to Medicare, or if a dependent child no
2 longer meets the definition of dependent, coverage for the dependent will end on the last
3 date of the thirty-six (36) month period following the date coverage ended.
4

- 5 3. COBRA benefits are paid by the employee or dependent.
6
7 4. The Office of Risk Management at the District Office can provide additional details and
8 the cost of continuing coverage under the provisions of COBRA.
9

10 E. Survivor Rights

- 11 1. Upon the death of the employee, the surviving spouse shall receive paid medical benefits
12 for him/herself, all dependent children and posthumous children until all such children
13 would no longer be eligible to receive paid medical benefits had the employee survived.
14 Said spouse shall then have the option of buying into the District medical benefits
15 program by the timely payment of premiums as stipulated by the District.
16
17 a. Only the surviving spouse and dependent children (including
18 posthumous children) covered by the employee's medical plan at the
19 time of the death of the employee are eligible for this coverage.
20
21 b. In the event of the death of the employee and/or his/her spouse, the
22 dependent children and posthumous children of the employee shall
23 receive paid medical benefits until all such children would no longer be eligible to
24 receive paid medical benefits had the employee survived.
25
26 c. If there are no dependent children, the surviving spouse shall have the
27 option of buying into the District medical benefits program by the
28 timely payment of premiums as stipulated by the District.
29
30 d. Eligibility for medical benefits will terminate for the surviving spouse and
31 dependent children upon the marriage of the surviving spouse.
32
33 e. Eligibility for medical coverage will apply only if the surviving spouse and
34 dependent children have no other group medical coverage or if the surviving
35 spouse must pay for other group health coverage. Annual documentation will be
36 required.
37
38 f. Coverage under the District's medical plan will be secondary to any other medical
39 coverage.
40
41 g. Eligibility for this benefit replaces COBRA. The surviving spouse and dependent
42 children will not be eligible for COBRA.
43

44 F. Retirees Health and Welfare Benefits

45 Faculty members who meet certain prerequisites may attain a "vested" right creditable
46 (which is defined by STRS as creditable service). to receive medical benefits upon
47 retirement during the course of their retirement, provided that they retire directly from
48 Peralta Community College District. When "vested" faculty members retire, their
49

1 spouses and eligible dependents (as defined by this Contract) are eligible to receive
2 certain retiree medical benefits. The retirees' date of hire determines their retiree
3 medical benefits.¹
4

5 **1. Faculty Members Hired on or after July 1, 2004**
6

- 7 a. "Vesting" for retirement benefits for all employees hired on or after July 1, 2004
8 shall occur upon completion of ten (10) years of creditable service as defined by
9 STRS. Contract faculty with prior service as Peralta part-time faculty will receive
10 pro-rated credit in the proportion that each year of part-time faculty service bears
11 to a year of full-time service based on the full-time base contract load (CBA
12 Article 18.A). The term "newly hired unit members" is defined as faculty who
13 are hired on or after July 1, 2004.
14
- 15 b. "Vested" employees hired on or after July 1, 2004 who retire before attaining the
16 age of Medicare eligibility (currently, age 65 with minor exceptions) will be able
17 to continue coverage, including spousal and eligible dependent coverage, under
18 the active plan at District expense until s/he reaches the age of Medicare
19 eligibility (currently, age 65). When they become eligible for Medicare, these
20 employees shall enroll in Medicare Parts A and B. Upon reaching Medicare
21 eligibility age, the District's obligation to pay benefits shall cease, and no other
22 District paid benefit shall be available.
23
- 24 c. Any spouse or dependent of a retired faculty member who was hired on or after
25 July 1, 2004, shall be covered during the retiree's lifetime (under the active plan),
26 until the spouse or dependent reaches the age of Medicare eligibility (currently,
27 age 65), or until s/he is no longer a spouse or dependent as defined in the July 1,
28 2000 through June 30, 2003 Agreement. In the event of the death of the retiree
29 prior to the spouse or dependent reaching the age of Medicare eligibility
30 (currently, age 65), the dependent may buy the active plan under the terms
31 described in the July 2000-June 30, 2003 Contract until s/he reaches the age of
32 Medicare eligibility (currently, age 65).
33
- 34 d. Employees hired on or after July 1, 2004 who work full-time beyond the
35 attainment of Medicare eligibility (currently, age 65) will remain on the District's
36 medical plans, like any other active employee. Upon retirement, they may elect
37 COBRA (self-pay) on the plan in which they were enrolled.
38

39 **2. Faculty Members Hired between July 1, 1986 and June 30, 2004**
40

- 41 a. "Vesting" for retirement benefits for all employees hired between July 1, 1986
42 and June 30, 2004 occurs upon completion of five (5) years of creditable service
43 as defined by STRS.
44
- 45 b. Vested employees hired between July 1, 1986 and June 30, 2004 who retire
46 before attaining the age of Medicare eligibility (currently, age 65) may continue
47 coverage, including spousal and eligible dependent coverage, under the active
48 plan, at District expense; provided, that when such employees reach the age of

¹ This is not intended to limit vesting of improvements granted during a faculty member's employment.
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1 Medicare eligibility (currently, age 65), they shall enroll in Medicare Parts A
2 and B, provided the District pays 100% of the current and future costs of
3 Medicare premiums. No individual shall receive less coverage (for example:
4 reduced benefits, increased co-pays, increased deductibles) as a result of enrolling
5 in Medicare. This provision shall not be precedential.
6

7
8 c. Any spouse or dependent of a retired faculty member who was hired between July
9 1, 1986 and June 30, 2004, shall be covered during his or her lifetime at District
10 expense under the active plan or until s/he is no longer a spouse or dependent as
11 defined in the aforementioned contracts, provided that the retiree and
12 spouse/eligible dependent, upon reaching the age of Medicare eligibility
13 (currently, age 65), each enrolled in Medicare Parts A and B provided the District
14 pays 100% of the current and future costs of Medicare premiums. No individual
15 shall receive less coverage (for example: reduced benefits, increased co-pays,
16 increased deductibles) as a result of enrolling in Medicare. This provision shall
17 not be precedential.

18
19 d. Employees hired between July 1, 1986 and June 30, 2004 who work full-time
20 beyond the attainment of Medicare eligibility (currently, age 65) will remain on
21 the District's medical plans, like any other active employee. However, in
22 accordance with § C.8 above when they retire, they must enroll in Medicare Parts
23 A & B, provided the District pays 100% of the current and future costs of
24 Medicare premiums. No individual shall receive less coverage (for example:
25 reduced benefits, increased co-pays, increased deductibles) as a result of enrolling
26 in Medicare. This provision shall not be precedential.

27
28 **3. Faculty Members Hired Before July 1, 1986**

29
30 a. "Vesting" for retirement benefits for all employees hired before July 1, 1986
31 occurred upon completion of five (5) years of creditable service as defined by
32 STRS.

33
34 b. "Vested" employees hired before July 1, 1986 who retire before attaining the
35 age of Medicare eligibility (currently age 65 with minor medical exceptions)
36 may continue coverage, including spousal and eligible dependent coverage,
37 under the active plan, at District expense. It is the intent of this Agreement
38 that all such employees shall either become eligible for Medicare by paying
39 District reimbursed Medicare tax or become eligible for STRS reimbursement
40 of Medicare Part A. When such employees reach the age of Medicare
41 eligibility (currently 65), they shall enroll in Medicare Parts A and B provided
42 the District pays 100% of the current and future costs of Medicare premiums.
43 The District shall pay the Medicare taxes of such employees. No individual
44 shall receive less coverage (for example: reduced benefits, increased co-pays,
45 increased deductibles) as a result of enrolling in Medicare. This provision
46 shall not be precedential.

47
48 c. Any spouse or dependent of a retired faculty member who was hired before
49 July 1, 1986, shall be covered during his or her lifetime at District expense
under the active plan or until s/he is no longer a spouse or dependent as
defined in the aforementioned contracts, provided that the retiree and
spouse/eligible dependent upon becoming Medicare eligible enroll in

1 Medicare Parts A and B, provided the District pays 100% of the current and
2 future costs of Medicare premiums. No individual shall receive less coverage
3 (for example: reduced benefits, increased co-pays, increased deductibles) as a
4 result of enrolling in Medicare. This provision shall not be precedential.

- 5 d. Employees hired before July 1, 1986 who work full-time beyond the
6 attainment of Medicare eligibility (currently, age 65) will remain on the
7 District's medical plans, like any other active employee. However, in
8 accordance with § C.8 above, when they retire they must enroll in Medicare
9 Parts A & B upon attaining Medicare eligibility, provided the District pays
10 100% of the current and future costs of Medicare premiums. No individual
11 shall receive less coverage (for example: reduced benefits, increased co-pays,
12 increased deductibles) as a result of enrolling in Medicare. This provision
13 shall not be precedential.
14
15

16 **G. Temporary, Part-time Faculty Members**
17

- 18 1. If, during the term of this Agreement, State funds are allocated to the District for the
19 specific purpose of enhancing medical benefits for part-time faculty, or if new legislation
20 requires District maintenance of effort on part-time faculty health benefits, the parties
21 shall negotiate over medical benefits for part-time faculty.
- 22 2. Voluntary fringe benefits under this Agreement include the present District medical and
23 dental insurance plans.
- 24 3. Faculty members may subscribe for medical and dental insurance under the District's
25 group coverage program.
- 26 4. The premium for participants in this program shall be an amount exactly equal to the
27 amount paid by the District for individual contract employees.
- 28 5. To be eligible, faculty members must have completed four (4) semesters or six (6)
29 quarters in the immediately preceding four (4) years. Partial semesters or quarters are not
30 included in computation of completion for the fulfillment of four (4) semesters or six (6)
31 quarters.
- 32 6. Faculty members may subscribe for dependent's coverage under this program.
- 33 7. Faculty members who select this option must subscribe for membership no later than the
34 20th day of the month preceding the period for which coverage is requested.
- 35 8. Faculty members may, at their option, have monthly premium payments for medical
36 insurance deducted directly from their paychecks.
- 37 9. Due dates for premium payments, if paid by check, shall be the 20th day of the month for
38 a minimum of two (2) months advance coverage.
- 39 10. Any employee, paying by check, who fails to submit advanced premiums for two (2)
40 months coverage shall be dropped from the District program on the first of the month
41 following delinquency. There will be no exceptions.
- 42 11. In the event of a break in service, employees will not lose their eligibility for benefits
43 after return from break in service, provided that:

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1. they maintained their benefits pursuant to COBRA for the duration of their absence; and
 2. they were absent for no more than 18 months; and
 3. one of the following situations applies:
 - a. they have had approved leave in a category available to part-time faculty under Article 26, or
 - b. cancellation of classes due to low enrollment, budgetary reasons, program needs or reassignment of the class to a contract or regular faculty instructor.

13 **H. Health and Welfare Benefits Committee**

14 The District will continue the Health and Welfare Committee consisting of representatives from
15 PFT, SEIU Local 790, Local 39 and Management to review the potential changes and/or
16 modifications to health and welfare plan.

17
18 The role of the Health and Welfare Committee shall be limited to making recommendations to the
19 PFT and District.
20

21 **I. Domestic Partners**

22 CoreSource and Blue Cross Medical Plans and the Delta Dental Plan have been extended to
23 domestic partners.
24

25 **J. State or Federal Health Plan Legislation/Regulation**

26 If, during the term of this agreement, the state or federal government adopt health plan
27 legislation/regulations that affect either the cost and/or benefits received by employees eligible to
28 participate in the District health plans as defined in this agreement, the health plan provisions of this
29 Article may be reopened.
30

- 2
- 3 A. Pursuant to Education Code Sections 87414 and 87415, the District is required to maintain a
- 4 list reflecting the order of employment of all probationary or regular employees in the
- 5 manner prescribed by Sections 87400 to 87424 inclusive, and to keep a roster of same as a
- 6 public record and to post such roster at each college by October 31. The intent of these
- 7 statutes is to provide probationary and regular employees with their respective order of
- 8 employment (seniority standing) in the District.
- 9
- 10 B. Every probationary or regular employee employed after June 30, 1947, shall be deemed to
- 11 have been employed on the date upon which he or she first rendered paid service in a
- 12 probationary or regular position.
- 13
- 14 C. Records showing date of employment shall be accessible, on demand, to any faculty member
- 15 of the District or to his/her designated representative.
- 16
- 17 D. In the absence of records as to the determination of the first date of rendered paid service in a
- 18 probationary or regular position, the District, in accordance with evidence presented, shall
- 19 determine the order of employment after giving employees a reasonable opportunity to
- 20 present such evidence.
- 21
- 22 E. **Corrections on Seniority List**
- 23 The Board shall have the power and it shall be its duty to correct any errors discovered from
- 24 time to time in its records showing the order of employment. Any faculty member may
- 25 submit documents for review which may correct his/her first date of rendered paid service in
- 26 a probationary or regular position. The President of the Peralta Federation of Teachers shall
- 27 be notified in writing whenever a change or a correction is made to the seniority list.
- 28
- 29 F. **Same Date of Paid Service in a Probationary or Regular Position**
- 30 Every probationary or regular employee who first rendered paid service on the same date in a
- 31 probationary or regular position shall participate in a single drawing to determine the order of
- 32 employment.
- 33
- 34 1. A drawing shall take place at the District Office.
- 35
- 36 2. The President of the Peralta Federation of Teachers and the affected
- 37 employees shall be notified of the time and date of the drawing.
- 38
- 39 3. Any employee who cannot be present or who refuses to participate in the
- 40 drawing will not be omitted. The employee will be given the opportunity to designate a
- 41 representative to act in his/her place. This proxy selection shall be in writing and
- 42 provided to the Office of Employee Relations prior to the drawing.
- 43
- 44 4. The "drawing date" shall be mutually agreed upon with the President of the Peralta
- 45 Federation of Teachers.
- 46
- 47 5. Each person will draw twice.
- 48
- 49 a. The first drawing will be according to alphabetical order and will

1
2 determine the order of drawing for seniority.

3
4 b. The second drawing will determine actual seniority placement.

5
6 6. Whenever the District discovers that an employee has been given an incorrect first date of
7 rendered paid service in a probationary or regular position or whenever it is ordered by a
8 court to change an employee's first date of rendered paid service in a probationary or
9 regular position, it shall make the appropriate corrections. If the correction results in a
10 first date of rendered paid service in a probation or regular position which is the same
11 date as one or more other employees, the employee's seniority ranking within this group
12 of employees shall be determined as follows:

13 a. The first drawing will be according to alphabetical order and will determine the
14 order of drawing for seniority.

15
16 b. The second drawing will determine actual seniority placement.

17
18 c. The total number of slips for the drawing shall be the total number of employees
19 with the same first date of rendered paid service in a probationary or regular
20 position, including those employee(s) to be added to the sequence.

21
22 d. The number drawn shall rank the added employee in the group following the
23 employee's name with the same number of the sequence for that first date of
24 rendered paid service in a probationary or regular position. (Example: When #2
25 is drawn, the employee shall be placed after the second employee's name on the
26 seniority list with the same date of rendered paid service in a probationary or
27 regular position.)

28
29 7. Any determination of an employee's order of employment pursuant to "breaking ties"
30 shall be made within thirty (30) days of the date service was first rendered by the
31 employee or thirty (30) days from the receipt of a judicial order compelling the District to
32 comply.
33

2
3 A. Faculty Service Areas

4 1. Definition:

5 For purposes of Education Code Sections 87743, 87743.1, 87743.2, 87743.3, 87743.4
6 and 87743.5, 87744, and 87745 the list of "Faculty Service Areas" (FSA) in the Peralta
7 Community College District shall be the same list as the state minimum qualifications for
8 hire list as defined by the Board of Governors in compliance with Education Code 87356,
9 87357, 87358 and 87359.

10
11 2. A faculty member will be considered "competent" in an FSA if the faculty member:

12
13 a. Possesses a valid California Community College subject matter credential in the
14 discipline(s) covered by the FSA, or

15
16 b. Holds the state minimum qualifications for hire; including the equivalency
17 provision as defined by the Board of Governors' discipline list, as well as any
18 local qualifications that the PCCD has jointly agreed to with the Peralta District
19 Academic Senate, or

20
21 c. Has legally taught in the FSA at the post secondary level for at least one quarter
22 or semester.

23
24 3. An employee may petition for recognition of competence in an FSA by filing a
25 petition for such recognition with the District. It shall be the responsibility of the
26 employee to provide the District with all non-Peralta records necessary to substantiate
27 the claim of competence.

28
29 4. The District shall provide, within sixty calendar days of hire, each regular and
30 probationary faculty employee with a list of those FSAs for which he/she possesses
31 competence as determined by the employees records on file with the District.

32
33 5. Refusal to grant recognition in an FSA is grievable under Article 19, Grievance
34 Procedure.

35
36 6. The last day to apply for recognition of an FSA for use in any academic year is
37 February 15th of that academic year.

38
39 7. The District shall provide each faculty member with current and updated information
40 regarding policies and changes in FSAs, minimum qualifications, and competencies
41 as they pertain to employment in Peralta. The District shall also be responsible for
42 providing information to all new faculty members and to all current faculty members
43 who wish to increase the number of FSAs they are eligible to work in to meet the
44 required minimum qualifications and competencies. Once a year, by October 31, the
45 District shall publish and mail to each Dean and Assistant Dean of Instruction, each
46 college library and the PFT a list of all of the FSA's currently approved by the
47 District. [District is reviewing the most cost effective means for providing FSA and
48 minimum qualification information to all faculty.]
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8. The responsibility for meeting the minimum qualifications and competencies lies with the individual instructor. No salary can be paid to anyone who is not so qualified.

9. Each faculty member's official personnel file shall reflect the faculty service areas for which the faculty member has been granted recognition.

B. Reduction in Force

1. Whenever the District determines that it must reduce or discontinue a particular kind of service which will cause the decrease in the number of academic employees in the District, the PFT will be notified of such action in advance and will be given, in writing, the specific grounds for the reduction and the number of FTE to be reduced. When this determination is made, the District and the PFT shall begin good faith discussions to seek methods of reducing the number of faculty employees without use of layoff procedures which may include retirement incentives, transitional employment, severance pay and out placement services. [Note: The term "discussions" is used rather than "negotiations" because the determination to implement a layoff is not a mandatory subject of negotiation.]
2. Any reduction in workforce will be in compliance with applicable provisions of the California Education Code and California Government Code.
3. In order to avoid a reduction in force, the District will encourage employees to participate in programs that will provide an alternative to layoff, such as retraining leave, reassignment, transfer, multi-campus assignment, Saturday assignments, day/evening assignments, evening assignments, or other duties beneficial to the District as determined by the Board.
4. The District will make assignments and reassignments in order to retain employees to render any service which their seniority and qualifications entitle them to render.
5. In the event the budget requires that the District lay off faculty members, the Board shall offer reductions in contracts to any faculty members who are willing to agree to such reductions and such reductions shall count toward reducing the total number of layoffs. The same shall be true of all retirements, resignations, or other permanent vacancies that occur in a reduction in force academic year.
6. The District shall notify the PFT in writing of each regular and contract unit member who is to be reduced or terminated along with notice of any proposed reassignment, transfer or offer of reappointment.
7. Faculty members who are laid off and subsequently either accept or decline offers of temporary service or partial reinstatement retain their statutory preferred right to reappointment as provided in the California Education Code.
8. As provided in Education Code Section 87743, no tenured faculty member may be laid off "while any probationary employee, or any other employee with less seniority, is retained to render a service in a faculty service area in which the records of the District

1 maintained pursuant to Section 87743.4 reflect that the tenured employee possesses the
2 minimum qualifications prescribed by the Board of Governor and is competent to serve
3 under District competency criteria."
4

5 9. The PFT shall receive the same notices as are given to each unit member during the 39-
6 month or 24-month period of rehire rights. Within the statutory period of rehire rights
7 any former permanent or probationary unit member shall be offered re-employment if
8 he/she meets the minimum qualifications for employment in the discipline/service area
9 within the District, and if any of the following options become available:

- 10
- 11 a. replacing a faculty member on sabbatical;
 - 12 b. replacing a portion of a faculty member's load that is created by a reduction in
13 load;
 - 14 c. replacing a faculty member on any form of leave;
 - 15 d. replacing a faculty member who has died, retired or resigned;
 - 16 e. replacing a faculty member who has been reassigned or transferred.
- 17

18 10. If reemployed under this section, faculty members shall be paid a rate of 100% of
19 their column and step placement.
20

3 The Professional Development committee at each college is responsible for making advisory
4 recommendations to the College President/designee regarding disbursement of all professional
5 development funds for faculty.
6

7 **A. Funding**

- 8 1. The District shall allocate \$120,000 each year for faculty professional development
9 activities. These funds shall be dedicated to faculty professional development at each
10 college and shall be disbursed to each college on a pro-rata basis based upon total faculty
11 FTE per college.
12
13 2. The District shall allocate State Staff Development funds in accordance with provisions of
14 the California Education Code and applicable regulations.
15

16 **B. College Professional Development Committee Membership**

- 17 1. A Professional Development Committee shall be established at each college and shall
18 consist of three (3) administrators designated by the College President, and three (3)
19 faculty members: one chosen by the PFT Chapter Chairs, one chosen by the College
20 Academic Senate, and one by mutual agreement.
21

22 The Professional Development Committee is advisory to the College President/designee
23 and the District administration.
24

- 25 2. The term of service shall be for two (2) years, and no one shall serve for more than four
26 (4) consecutive years. Term of service shall commence on the first day of school of each
27 academic year.
28

29 If someone replaces a member, he/she will fill out that member's term and then be
30 eligible to serve his/her own two-year term, if reappointed. Members appointed before
31 January 1996 have the right to serve four consecutive years without reappointment, as
32 long as at least one faculty member on the committee is changed during that four-year
33 period. In no case may anyone serve beyond four consecutive years.
34

- 35 3. If a faculty vacancy on the committee is anticipated, there shall be a written notice no
36 later than April 15th of the preceding academic year to every faculty member from both
37 the PFT Chapter chairs and the college Academic Senate notifying all faculty:
38

- 39 a. of any vacancies on the committee;
40 b. that all are eligible to serve;
41 c. what the responsibilities for committee members are;
42 d. what the procedures for application are.
43

44 In the event of an unanticipated vacancy, notice to faculty as described above shall be given within
45 fifteen (15) working days.
46

- 47 4. A member of the committee shall be replaced if he/she has more than three (3) unexcused
48 absences from committee meetings. The replacement shall be selected by the President,

1 the chapter chairs or the senate depending on who appointed the person being replaced.
2 If the vacancy is a faculty seat, the person who missed the meetings may be reappointed
3 only after the notification and application procedures have been completed (see c. above).
4

- 5 5. Every year, no later than September 30, the PFT Chapter Chairs, the College Academic
6 Senate and the College President shall send to the Vice Chancellor of Educational
7 Services and the District Officer of Professional Development, in writing, the names of
8 their membership choices.
9
- 10 6. Once a year, after the membership and the amount of released time are determined, the
11 Committee shall elect a chairperson. The chairperson shall be a faculty member but does
12 not have to be a member of the Committee. If the chair is not a member, the chair shall
13 not be eligible to vote. The term of office shall be for one year, and shall not exceed four
14 consecutive terms. (See 4, below for responsibilities of the chairperson.)
15

16 **C. Responsibilities of the Professional Development Committee**
17

18 In addition to recommending disbursement of funds per Article 25.A, the Professional
19 Development Committee at each college shall fulfill the following functions:
20

- 21 1. Sabbatical Leaves: The committee shall oversee the sabbatical leave process (see Article
22 26, Paragraph R and the Sabbatical Leave Handbook for description of guidelines,
23 procedures, applicants, etc.); and shall review, score and rank all applicants. The
24 committee shall make its recommendations to the College President and the Chancellor.
25

26 In the event the College President does not approve a Committee recommendation, both
27 the Committee's recommendation and the President's written recommendation with
28 written rationale shall be forwarded to the Chancellor for final determination. The
29 Committee shall partially fund applicants whose leaves are approved in the following
30 manner:
31

- 32 a. The committee shall fund 1/3 of the hourly replacement costs for any faculty
33 member who is on an approved Sabbatical Leave; but
34
- 35 b. No more than 1/3 of the Committee's faculty designated funds may be spent on
36 Sabbatical leaves (except at Vista College where the maximum spent shall not
37 exceed 20% of the faculty designated funds);
38
- 39 c. The remaining rehire costs shall be borne by the District.
40

- 41 2. Retraining Leaves: The Committee shall oversee the Retraining Leave Process (See
42 Article 26, Paragraph S for description of guidelines, procedures, applications, etc.).
43 The Committee shall make its recommendations to the College President, who shall
44 evaluate the recommendations and make a recommendation to the Chancellor. In the
45 event that the College President does not approve, both the Committee's
46 recommendation and the President's written recommendation with written rationale
47 shall be forwarded to the Chancellor for final determination. Funding for Retraining
48 Leaves shall not come from the Professional Development Committee's budget. It

1 shall be provided by the College.
2

3
4 3. Flex (Professional Day) Activities: The Committees shall plan, develop, coordinate,
5 review, and evaluate all of the Professional Development activities that take place at
6 the College. Specifically, each Committee is responsible for planning the flex day
7 activities for the scheduled District-wide days as well as local, college-wide, on-going
8 Professional Development activities. The cost of these activities shall be paid
9 according to Paragraph 5 of the PFT-PCCD Professional Days Agreement (See
10 Appendix).

11 4. Establish priorities and procedures and make advisory recommendations for faculty in
12 each of the following areas:

13
14 a. Use of professional development funds for faculty;

15
16 b. Collaborative/Special Projects: to bring new techniques, information, skills, and
17 technology to the college, including the identification of special themes and topics
18 to be explored;

19
20 c. Institutional subscriptions and memberships;

21
22 d. Individual travel and conferences;

23
24 e. Tuition reimbursement;

25
26 f. Unique staff development needs of counselors and librarians;

27
28 g. Other appropriate uses.

29
30 5. Issue twice yearly report to the College Community and the District Officer of Staff
31 Development: on expenditures, funding priorities, procedures, deadlines, activities,
32 schedule of meetings, attainment of goals, needs assessments, etc.
33

34 6. Professional Development Committee decisions and recommendations shall not be
35 subject to the grievance process.
36

37 **D. Responsibilities of the Chairperson**

38 1. The chairperson shall be responsible for implementing all of the policies, procedures, and
39 guidelines that have been established by the College Professional Development
40 Committee and the PFT-PCCD collective bargaining agreement.
41

42 2. The chairperson shall:

43
44 a. Call and schedule all meetings of the committee, including special meetings as
45 requested or needed; prepare an agenda; distribute minutes; conduct all
46 communication, including the committee's recommendations and decisions, to all
47 interested parties;
48

- 1 b. As assigned, write all official College reports, local and state, as required, in a
2 timely manner;
3
4 c. Make sure the business of the Committee is conducted in a fair, open, and timely
5 manner;
6
7 d. Oversee all College Flex (Professional Day) Activities, including registration, room
8 assignments, equipment availability, designating facilitator, evaluations, etc.;
9
10 e. Communicate with the College community on a regular, on-going basis in order
11 to discuss, refine, and update the Professional Development Committees funding
12 goals and priorities;
13
14 f. Meet on a periodic basis, as needed, with the District Officer of Staff
15 Development and the other Professional Development chairs;
16
17 g. Plan, develop, initiate, co-ordinate the College's collaborative/special projects and
18 college-wide activities and be generally responsible for the overall improvement
19 of skills, knowledge, and morale of all segments of the College community.
20
21 h. The following are the *maximum* amounts of released time that may be assigned
22 effective fall 1998:

- 23
24 1) C.O.A. up to .3
25 2) Laney up to .4
26 3) Merritt up to .3
27 4) Vista up to .2
28

- 29 3. The amount of release time shall be determined by the College Professional Development
30 Committee before it selects its chair. The amount shall be reviewed, voted upon every
31 year, and reported to the College community along with all other Committee
32 expenditures. The monies to pay for this released time shall come from the College
33 Professional Development Committee's budget. The amount paid shall be equal to the
34 hourly cost necessary to replace the chairperson from his/her regular assignment.

35 **E. Utilization Review Process**

36 Faculty member requests for utilization of professional development funds shall be referred
37 through the appropriate manager to the professional development committee at the College.
38 After evaluating the request, the Committee shall make an advisory recommendation to the
39 President. The President shall evaluate the recommendation within 10 days. Should the
40 President be inclined to overrule the Committee, he or she shall refer the matter back to the
41 Committee for reconsideration within ten days, and shall meet with the Committee upon its
42 request. If the Committee and President disagree, the matter will be referred to the
43 Chancellor/designee for final determination, which shall not be subject to the grievance
44 procedure. In reviewing the Committee's advisory recommendations, the President and
45 Chancellor/designee shall rely primarily upon the advice and judgment of the Committee.
46
47

1 **F. District Office of Staff Development**
2 **Eleventh-month Contract**
3

4 An eleventh-month contract is defined as covering the regular academic year plus eighteen
5 (18) additional days of service. The eleventh-month consists of the eighteen (18) days.
6

7 As a term of this Article 25, a full or partial eleventh-month assignment shall be considered as an
8 extra-duty assignment. Faculty members shall not be required to assume such an additional full or
9 partial eleventh-month assignment without their consent; said additional full or partial eleventh-
10 month assignment shall be entirely at the option of the employee. Any regular faculty member who
11 performs said additional full or partial month shall receive 100% pro rata pay for said service.
12

- 13 1. The District Officer of Staff Development shall be a faculty member. The standard
14 minimum assignment shall be for 10 months. The term of office shall be for two (2)
15 years with an option of two one (1) year extensions, but not to exceed four consecutive
16 years. The option of extension shall be contingent upon a positive evaluation from a
17 majority of the Professional Development Committee chairs after consulting with their
18 Professional Development Committees. The chairs shall evaluate the District Officer and
19 make their recommendation to the Vice Chancellor of Educational Services by April 15.
20 If the Vice Chancellor accepts the recommendation, he/she shall notify the District Staff
21 Development Officer and the chairs. If the decision is to continue for another year, it
22 shall be done. If the decision is not to continue, the Vice Chancellor will advertise the
23 vacancy and convene the selection committee within seven days. The position shall be
24 filled by May 15.
25

26 The selection committee shall be composed of eight (8) faculty members, two from each
27 college, one of whom shall be the Chair. The second faculty person shall be a current
28 member of the College Staff Development Committee and shall be selected by the
29 College Academic Senate President after consulting with the Chair. In the event that
30 either the Chair and/or the second person are unable to serve, the Faculty Senate
31 President shall select the third faculty member of the College Staff Development
32 Committee. If there is no third member currently serving or if two people are still not
33 able to serve, the college Academic Senate President shall, after consulting with the
34 Chair, select a faculty person who has served on the College Staff Development
35 Committee within the past three years (and so on down the line a year at a time).
36

37 The selection committee will interview all eligible candidates and will recommend up to
38 three (3) names to the Vice Chancellor of Educational Services for him/her to interview
39 and make the final selection.
40

41 The selection process shall be the same as for an intra-district voluntary transfer (See
42 Article 9, Section B) with the understanding that: (a) at least 50% of the faculty on the
43 hiring committee will be the chairs of the College Professional Development
44 Committees; and (b) that up to three names will be forwarded to the Vice Chancellor of
45 Educational Services for him or her to interview and make the final selection.
46

- 47 2. The District Officer of Staff Development shall be responsible for implementing all of
48 the procedures, policies, and guidelines that have been established by the Ed Code, Board

1 Policy, the collective bargaining agreement, the Flex Day Agreement, and the
2 Sabbatical Leave Handbook.

3
4 3. The District Officer of Staff Development shall:

- 5
6 a. Meet on a regular basis with the College Professional Development Committees,
7 the chairs of those Committees, and the Vice Chancellor of Academic Services to
8 review, refine, modify, and evaluate the District's professional development
9 policies and programs;
10
11 b. Be a member of the District Office Professional Development Committee;
12
13 c. Make sure the business of each of the Committees is conducted in a fair, open,
14 and timely manner;
15
16 d. As assigned, write all official District reports, local and state, as required, in a
17 timely manner;
18
19 e. Communicate, on a regular basis, with all employees of the District to keep them
20 informed about Professional Development activities, opportunities, issues, funds,
21 etc.;
22
23 f. Oversee the District-wide Flex (Professional Day) Activities, including
24 preparation and distribution of the schedule of activities and the receiving of
25 Professional Development credit;
26
27 g. Review all requests for Individual Project Professional Development credit;
28
29 h. Develop a professional development library and resource center;
30
31 i. Implement and oversee an exchange program;
32
33 j. Facilitate the faculty evaluation process and work directly with those
34 faculty members who receive a less than satisfactory evaluation by developing a
35 plan of improvement with them and their college Professional Development
36 Committee.
37

3 **A. Leave of Absence**

4 Regular and probationary employees may be granted a leave of absence for a period equivalent
5 to two (2) successive semesters, exclusive of summer session. Upon return from such authorized
6 leave, the employee shall be reinstated into the position occupied at the time of the granting of
7 such authorized leave. Leaves may be extended upon request for a maximum of two years.
8

9 **B. Effect of Leaves on Faculty Status**

- 10 1. Probationary contract and regular tenured faculty members on paid leave shall be granted
11 credit for regular service for the purpose of advancement on the salary schedule. Except as
12 otherwise provided in this Agreement, faculty members on approved leave without pay shall
13 be granted the opportunity of continuing benefits available to other faculty members on a
14 self-pay basis if allowed by the insurer.
15
- 16 2. Probationary contract and regular tenured faculty members who avail themselves of unpaid
17 leave in this section may be allowed advancement on the salary schedule. Faculty members
18 requesting advancement under this section shall submit such request to the Vice Chancellor
19 of Educational Services or his/her designee no later than August 15, and advancement, if
20 granted, shall occur the following academic year. Denial of such advancement shall not be
21 subject to the grievance procedure.

22 **C. Sick Leave**

- 23 1. Contract, Regular and Long-Term Substitute Employees
- 24
- 25 a. Full-time faculty members (contract, regular and long-term substitutes) shall earn ten
26 (10) days of sick leave for each contract year, to be credited as of the first day of
27 assignment. Faculty who have more than a ten month contract shall earn and accrue
28 an additional day of sick leave for each additional month over the ten months
29 contracted.
30
- 31 b. Less than full-time faculty members shall earn sick leave computed in the ratio that
32 this assignment bears to a full-time load. The days shall be credited as of the first day
33 of the faculty member's assignment and shall be available for use as of the first
34 day of assignment.
35
- 36 c. Unused portions of sick leave days shall be cumulative on a year to year
37 basis, indefinitely, without limit, for all contract and regular faculty members.
38
- 39 d. The District shall provide each faculty member once a year with a
40 written statement of the accrued sick leave benefits to which he or she is entitled.
41 Such statement shall be provided no later than October 31st of each academic year.
42
- 43 e. Any employee who is on paid status while on sick leave, or other paid leave, shall
44 continue to earn all employee sick benefits to which he/she is entitled. An employee
45 who is on leave of absence without pay shall retain all accumulated sick leave
46 benefits but shall not accrue any additional sick leave benefits during such period of
47 absence.
48

- 1 f. Sick leave credit received by transfer from the previous employer of a new
2 employee shall be accepted pursuant to the provisions and limitations provided in the
3 Education Code. It shall be the responsibility of the employee to notify the District
4 Personnel Office, in writing, of the name and address of the District by whom he/she
5 was employed and request credit for the accumulated leave of absence for illness or
6 injury to which he/she is, or was, entitled at the time of separation.
7
8 g. Any person utilizing sick leave benefits under provisions of this Article may be
9 required to provide the District with a signed "Certificate of Illness" and, if absent
10 more than five (5) consecutive duty days, may be required to provide the college,
11 upon return, with a statement from a physician verifying the illness or injury, and
12 verifying the employee's fitness to return to duty.
13
14 h. After all sick leave is exhausted, when a faculty member is absent from his/her duties
15 on account of illness or accident for a period of five (5) school months or less,
16 whether or not the absence arises out of or in the course of employment of the
17 employee, the amount deducted from the salary due him/her for any month in which
18 the absence occurs shall not exceed the sum which is actually paid a temporary
19 employee employed to fill his/her position during his/her absence or, if no temporary
20 employee was employed, the amount which would have been paid to the temporary
21 employee had he/she been employed.
22
23 i. If sick leave is not transferred to another District pursuant to the California Education
24 Code, all sick leave rights or accumulations shall be canceled when an employee
25 terminates employment with the District. Upon written request pursuant to the
26 provisions of the Education Code, accumulated sick leave shall be transferred to a
27 subsequent employing District within the school year succeeding the school year in
28 which such employment is terminated.
29
30 j. Employees who were members of the State Teachers' Retirement Systems prior to
31 July 1, 1980, may be granted service credit for unused sick leave at the time of
32 retirement. The service credit amount granted for unused sick leave is determined by
33 dividing the number of accumulated unused sick leave days (as certified by the
34 employer) by the number of service days required to complete a school year.
35
36 k. Except in cases of emergency, the employee shall notify the college designated office
37 prior to scheduled duty time on the workday in order to qualify for payment of
38 accrued sick leave.
39

40 2. Temporary, Part-Time Employees

41
42 Part-time employees shall have their sick leave computed as follows:

- 43
44 a. Sick leave for each term is equal to total number of equated hours assigned,
45 divided by 15 equated hours, multiplied by 18.5 weeks.
46

47 Example: 5.2 equated hours assignment, divided by 15
48 equated hours = .347 hours X 18.5 weeks = 6.420 hours.

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- b. Accumulated sick leave for part-time temporary faculty employees shall be accrued from year to year and retained on District sick leave records for a period not to exceed two years after the part-time, temporary employee's last assignment.
 - c. Sick leave hours shall be available for use on the first day of assignment. When the class is canceled at any time during the term or period of the assignment, the sick leave credit will be pro-rated.
 - d. Sick leave time is utilized as follows:

Number of equated hours used, subtracted from the sick leave balance of accrued earnings. Example (continuing the example above): 1 equated hour missed due to illness. Subtract 1.0 from 6.420, leaving a balance of 5.420 equated hours.
 - e. Any temporary, part-time employee who is on paid status while on sick leave, or other paid leave, shall continue to earn all employee sick benefits to which he or she is entitled.
 - f. Upon request, a temporary, part-time employee will be provided with a verification of his/her sick leave balance.

23
24

3. Retirees working part-time

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28

Retirees from the PCCD faculty working part-time in the District, whether or not it is pursuant to a Negotiated Retirement Incentive, shall have their sick leave computed in the same way the sick leave is computed for temporary, part-time employees.

29

D. Bereavement Leave

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- 1. Contract, regular, long-term substitutes and temporary part-time faculty employees shall be granted, without loss of salary, sick leave, or other benefits, a leave of absence not to exceed four (4) working days (six (6) working days if over 200 miles travel is required) per occurrence on account of death of any member of the employee's immediate family.
 - 2. Members of the immediate family as used in this section D means: mother, father, step-parent, grandmother, grandfather, grandchild, son, daughter, stepchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister of the employee or spouse, and the spouse, aunts, uncles, nephew and niece of the employee, foster child, ward of the court, legal guardian, brother-in-law, sister-in-law, domestic partner or any persons living in the household of the employee (except paying tenants). The District may require documentation.
 - 3. Any eligible employee utilizing bereavement leave under this Article shall notify the designated college office in advance of taking the leave, and may be requested to provide the college with verification of absence.

47

E. Use of Sick Leave for Personal Reasons

- 48
- 1. Contract, regular, long-term substitute and temporary, part-time faculty members shall be

1 entitled to use sick leave earned pursuant to paragraph C of this article in cases of
2 compelling personal importance.

3
4 2. Leave taken pursuant to the above paragraph shall not exceed seven (7) days in any
5 single school year.

6
7 3. The term "compelling personal importance" shall include:

8
9 (a) Illness of a family member requiring the faculty member's presence

10 (b) Household Emergencies

11 (c) Personal matters

12 (d) Personal emergencies

13 (e) A personal or family matter for which the faculty member accesses the District
14 Employee Assistance Program or a personal health care practitioner.

15
16 4. Verification of the basis for the leave request may be required if requested leave is for
17 more than five (5) days.

18
19 5. If the requested leave is for more than five (5) days and involves health or personal
20 matters that the faculty member does not feel comfortable discussing with college
21 management, the faculty member may elect to submit the supporting documentation in a
22 sealed envelope to the College President. If the College President concludes that the
23 request should be denied, s/he shall consult with the faculty member and PFT
24 representatives before denying the request.

25
26 6. In all cases, the College President will only release or discuss personal information
27 submitted by a faculty member when the faculty member authorizes the release in
28 writing.

29
30 **F. Industrial Accident and Illness Leave**

31 1. All faculty members (contract, regular, long-term substitute and temporary, part-time
32 employees) absent from duty because of illness or injury resulting from an accident or
33 condition incurred on duty which qualifies under industrial accident insurance shall be
34 granted an industrial disability leave for each such accident. The number of days for such
35 allowable leave or leaves shall be for not less than sixty (60) working days in any one
36 academic year.

37
38 2. Industrial disability leave shall be granted from first day of disability.

39
40 3. Only absences which are supported by a doctor's certificate and have been verified by the
41 District's industrial insurance carrier to be the result of a duty connected injury or illness
42 can be paid under industrial disability leave. Any absence that cannot be so verified shall
43 be charged against the employee's sick leave or other appropriate leaves.

44
45 4. Should the employee's absence due to an industrial injury or illness extend beyond sixty
46 days, the employee shall be permitted to use accrued sick leave until temporary disability
47 payments cease, until he/she returns to duty, or until sick leave accrual has been used up.
48 In no case, however, shall the total exceed five school months.

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5. During any period an employee is receiving his/her regular salary from the District, he/she is required to endorse over to the District all temporary disability payments received from the District's industrial insurance carrier in accordance with Section 87787 of Education Code. Charges to the employee's sick leave balance shall be as follows:
 - a. Industrial disability leave shall be reduced by one day for each day of authorized absence regardless of temporary disability payments paid by the District's industrial insurance carrier.
 - b. Sick leave shall be reduced only by the amount necessary to provide a full day's wage or salary when added to temporary disability benefits.
 6. Any employee who is absent because of a work incurred illness shall not be entitled to receive wages or salary from the District which, when added to temporary disability benefits, will exceed his/her full salary during the period of his/her absence.
 7. Any employee receiving industrial disability leave benefits must remain within the State of California unless the Board of Trustees authorizes travel outside the state.
 8. When an industrial accident or illness leave overlaps into the next fiscal year, the member shall be entitled to only the amount of unused industrial accident or illness leave due him/her for the same illness or injury.

25 **G. Maternity Leave**

26 Maternity leave shall be granted to contract, regular, long-term substitute and temporary, part-time faculty employees subject to the provisions of the sick leave article of this Agreement for illness due to pregnancy, termination of pregnancy, childbirth or recovery therefrom.

30 **H. Quarantine Leave**

31 Contract, regular, long-term substitute and temporary, part-time faculty members shall receive
32 salary in full when quarantined by city, county, state, or federal health officials because of
33 another's illness. If the faculty member is not ill no deduction will be made from his/her sick
34 leave.
35

36 **I. Jury Duty**

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1. A contract, regular, long-term substitute and temporary, part-time faculty member called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption.
 2. When regularly called for jury duty in the manner provided by law, a faculty member shall be granted a leave of absence without loss of pay for the time the employee is required to perform jury duty during the employee's regularly assigned working hours.
 3. Request for jury service leave should be made by presenting, within two (2) working days of receipt and in advance of the absence, the official court summons to jury service to the employee's first level manager.

- 1 4. Employees are required to return to work during any day in which jury duty services are
2 not required.
- 3
- 4 5. The District may require verification of jury duty time prior to providing jury duty
5 compensation.
- 6
- 7 6. Reimbursements to District: Any payment received by the employee from an agency for
8 jury duty shall be endorsed to the Peralta Community College District and forwarded to
9 the District Payroll Supervisor.

10
11 **J. Subpoena Leave**

12 All faculty members subpoenaed or otherwise required to appear at a hearing, trial, investigation or
13 other legal proceeding in any instance where the District is a party or arising from the course of their
14 employment with the District, shall suffer no loss of pay if such appearance occurs during duty time.
15

16 **K. Federation Leave**

- 17 1. The Federation shall have a maximum of fourteen (14) days for release time to be used for:
18
 - 19 a. Local, state and national conferences sponsored by AFT/CFT, FACCC and/or statewide
20 academic senate.
 - 21
 - 22 b. Participation in seminars and institutes sponsored by institutions of higher learning
23 and/or governmental agencies or bodies.
 - 24
 - 25 c. Participation and/or attendance at meetings called by governmental agencies or
26 bodies.
- 27
- 28 2. Persons eligible will be the President of the PFT and/or his/her designee.
- 29
- 30 3. The request of the above stipulated Federation leave shall be made at least two weeks prior to
31 the event for which the leave is being requested. The request shall be submitted in writing to
32 the Vice Chancellor for Human Resources, who will be responsible for notifying the
33 appropriate first level administrator(s).
34

35 **L. Educational Leave**

- 36 1. A faculty member, upon request, shall be granted a leave of absence for one year without pay
37 for the purpose of educational improvement. The District, upon request by the faculty
38 member, may extend or renew his/her educational leave for one (1) additional year.
39
- 40 2. The following leaves will not be granted for two academic years after completion of an
41 educational leave, except by mutual agreement:
42
 - 43 a. Leaves of Absence Without Pay
 - 44 b. Educational Leave
 - 45 c. Research/Work Experience Leave
 - 46 d. Exchange Leave
 - 47 e. Professional Development Leave
 - 48 f. Retraining Leave

1
2 Application for education leave shall be on forms provided by the District and must be filed by
3 October 1 for Spring leave and by April 1 for Fall leave.
4

- 5 3. In cases where a department, discipline or program is less than three (3) FTE, one (1) FTE
6 may be out on educational leave in any one semester.
7
8 4. Faculty members on approved educational leave without pay shall be covered by the District
9 for medical, dental, life and disability only.
10

11 **M. Research/Work Experience Leave**

- 12 1. Any faculty member who is awarded a research grant may be granted a leave of absence
13 without pay for a period not to exceed two semesters.
14
15 2. Requests for research/work experience leaves must be submitted in writing to the college
16 Professional Development Committee at least eight (8) weeks before the proposed
17 starting date for the leave.
18
19 3. Leaves shall be recommended to the President, the Chancellor and the Board of Trustees
20 by the college Professional Development Committee.
21
22 4. Faculty members on approved research/work experience leave without pay shall be
23 covered by the District for medical, dental, life and disability only.
24
25 5. The District, upon request of the faculty member, after review and recommendation by
26 the college Professional Development Committee, may extend such leave for a maximum
27 of two (2) consecutive years at a time.
28

29 **N. Long-term Personal Necessity Leave**

- 30 1. Any faculty member shall, with eight (8) weeks advance notice, be granted a leave of
31 absence without pay for personal reasons. The leave shall be granted for no less than one
32 (1) semester, with the provision that such leave shall not extend beyond the end of the
33 academic year in which the leave is granted.
34
35 2. Leaves of absence shall not be granted for the purpose of accepting employment
36 elsewhere. Acceptance of employment elsewhere while on leave shall, unless otherwise
37 provided for herein, be considered as resignation from the Peralta Community College
38 District.
39
40 3. If the need for the long-term personal necessity leave no longer exists the faculty member
41 must request reemployment by the District. If reemployment is not offered, the
42 provisions of the immediately preceding paragraph shall be waived for the remainder of
43 the semester.
44
45 4. The District, upon eight (8) weeks advance request by the faculty member, may extend or
46 renew his/her long-term personal necessity leave for one (1) additional year.
47
48 5. The eight (8) week advance stipulated above shall be waived in the event of documented

1 protracted illness of a family member as defined in this Agreement.

2
3 6. Faculty members on approved long-term personal necessity leave without pay shall be
4 covered by the District for medical, dental, life and disability only.

5
6 7. Failure of a faculty member to return from authorized leaves shall constitute resignation
7 of the faculty member from employment with the District.

8
9 **O. Legislative Leave**

10 1. Every permanent faculty employee who is elected to the Legislature (State or Congress)
11 shall be granted an unpaid leave of absence from their duties as an employee of the
12 District during the term(s) of office.

13
14 2. During the term(s) of such leave of absence, the permanent faculty employee may be
15 employed by the District to perform such less than full-time service requiring academic
16 qualifications. Compensation shall be based on the employee's placement on the Faculty
17 Salary Schedule and pro-rated according to hours of work.

18
19 3. Legislative leave of absence shall not affect in any way the classification of such
20 employee.

21
22 4. The faculty member on such leave shall notify the District of an intended return at least
23 four (4) weeks in advance.

24
25 5. The faculty member on such leave shall be entitled to return to employment at the end of
26 the leave within six months after the term of office expires.

27
28 **P. Military Leave**

29 An academic employee will be granted military leave in accordance with the provisions of the State
30 of California Education Code and of the Military Veterans Code. Request for military leave shall be
31 submitted in writing, accompanied by military leave orders, two (2) weeks prior to the leave starting
32 date, except in the case of a state or national emergency. Copies of the Code are available in the
33 Peralta Community College District Office of Employee Relations.

34
35 **Q. Exchange Leave**

36 The District shall grant exchange leave to regular faculty members in accordance with the provisions
37 of Sections 87422, 87423 and 87424 of the California Education Code.

38
39 **R. Professional Development Leave (Sabbatical)**

40 1. Criteria

41 Professional development leave, with pay, may be granted to regular faculty members
42 for the purpose of carrying out an approved program which will benefit the District,
43 students, the college and the faculty member. It is understood that professional
44 development leaves are not to be granted as a reward for work already performed, but
45 rather as a means of providing improved service in the future. For salary information
46 see paragraph 12 of this section.

47
48 2. Requirements

1
2 All provisions pertaining to professional development leaves will conform to
3 statutory requirements.
4

5 3. Announcement
6

7 By September 30th of every year the College Staff Development Committee
8 Chairperson will send an announcement to all tenured regular faculty informing them
9 of the following:
10

- 11 a. The eligibility requirements;
12 b. The amount of FTE available for sabbatical leaves for the following
13 academic year;
14 c. The deadlines and procedures for applications; and
15 d. The time, date, and location of an introductory workshop that the Staff
16 Development Committee will sponsor to inform interested faculty members
17 about the procedures.
18

19 4. Introductory workshop
20

21 By October 15th, in years when sabbaticals are available, the college Staff
22 Development Committee Chairperson will conduct a workshop for any and all
23 faculty members interested in applying for a sabbatical. The workshop will include
24 information about the following:
25

- 26 a. Deadlines;
27 b. Eligibility requirement;
28 c. Detailed descriptions of the reviewing, scoring, and ranking process;
29 d. Review of recipients' responsibilities and obligations to the College and
30 District; and
31 e. Review of the required evidence of support.
32

33 5. Deadlines
34

35 Applications must be submitted by November 15th, so that a decision and
36 notification can be made by the January preceding the academic year of the
37 sabbatical leave.
38

39 6. Eligibility
40

41 The faculty member must have completed at least six (6) consecutive years of
42 regular faculty service preceding the granting of the leave. No more than one
43 sabbatical leave shall be granted in each six-year period. Except for sabbatical
44 leaves, no other approved leave shall be deemed a break in service when computing
45 the six year minimum service requirement for a sabbatical leave.
46

47 7. Application Ranking
48

1 Application ranking shall be a two step process. An applicant must pass Step One to move
2 onto Step Two. When in the judgment of the committee more information is needed in order
3 to make a determination, the committee may, in its sole discretion, invite one, some, or all
4 candidates for an interview. The committee's decision to invite or not invite a candidate for
5 an interview shall not be grievable. At Step One applications will be reviewed for the
6 following:

- 7
- 8 a. A clear statement of purpose;
- 9
- 10 b. Evidence of Institutional Support: (This section seeks to answer the question:
11 what support mechanisms need to be in place for this sabbatical to be
12 successful? For example, if the purpose of the sabbatical is to develop new
13 curriculum for a department or discipline, there should be evidence of
14 preparation and institutional support within the division and/or
15 department. If the sabbatical is to learn new skills and/or knowledge, there
16 should be evidence of acceptance into the training program or evidence of
17 having met the preliminary qualifications, i.e., taking the GRE exam if the
18 person is going to graduate school, or letters of acceptance from the
19 appropriate agencies or individual);
- 20
- 21 c. The purpose must be achievable;
- 22
- 23 d. There should be clear, identifiable project or result and a method by which
24 to measure completion.
- 25

26 Step Two: Applicants who have successfully completed Step One will have their applications scored
27 and ranked in Step Two. Scoring will be based on the following:

- 28
- 29 1. The plan of work relates significantly to the applicant's professional
30 assignment: (15 points)
- 31
- 32 2. The plan of work will greatly enhance the applicant's background and improve
33 professional competence: (15 points)
- 34
- 35 3. The plan of work will greatly benefit students: (15 points)
- 36
- 37 4. The plan of work will greatly benefit colleagues and/or department: (15 points)
- 38
- 39 5. The plan of work will greatly benefit the college: (15 points)
- 40
- 41 6. The plan of work shows evidence of innovation and creative
42 approaches to the issue and concerns addressed: (15 points)
- 43
- 44 7. The plan of work is thorough and complete and definitely worth
45 funding; (10 points)
- 46

47 The score range shall be a scale of 0 - 100 points. An applicant must achieve a
48 minimum score of 80 to be placed in a pool of applicants to be considered for a

1 sabbatical leave. Applicants in the pool shall be ranked numerically in order of final
2 score (highest first, lowers last). Seniority will be used as one of the factors in
3 breaking a tie.
4

5 8. Notification
6

7 All applicants shall be notified in writing of the Staff Development Committee's
8 decisions and recommendations. The Committee shall send its recommendations to
9 the College President for determination, per the procedure referenced at §25.E.
10

11 9. Letter of Agreement
12

13 Any faculty member granted a one year leave will be required to sign
14 a contract (See Appendix A15) guaranteeing full time service to the
15 District for two years after returning to his/her regular assignment.
16 Contractual agreements for people receiving sabbatical leaves of less than
17 one year shall be pro-rated. It may also be necessary for the person on
18 sabbatical to receive bonding to guarantee his/her service (Educational Code
19 87770). A professional development leave may be approved for separate
20 semesters rather than for a continuous one-year period, provided that the
21 sabbatical leave for both of the separate semesters shall be commenced and
22 completed within a three-year period. Any period of service by the
23 individual intervening between the two separate semesters of the sabbatical
24 leave shall comprise a part of the service required for a subsequent sabbatical
25 leave. If a faculty member has been approved for a sabbatical leave for a
26 particular semester or year, any change in the dates of the leave must be by
27 mutual consent of the faculty member and the appropriate College President.
28 Any change from the approved dates shall be reported in writing to the
29 College Professional Development Committee.
30

31 10. Illness, Injury, Death
32

33 In case of an injury to or illness of the faculty member while on professional
34 development leave which prevents his/her completing the purpose of the
35 leave, the leave will be terminated and all provisions for sick leave shall
36 apply. If death prevents the faculty member from fulfilling his/her agreement
37 to return to service in the District, no repayment of salary shall be required of
38 his/her estate. Upon return to service and prior to completion of two
39 obligatory years of service, if illness or injury qualifying for disability
40 retirement occurs, the faculty member shall be exempt from further
41 obligations relative to his/her leave.
42

43 11. Committee Membership
44

- 45 a. The Professional Development Committee shall be established at each
46 college and shall consist of three administrators, designated by the
47 College President, and three faculty members, one appointed by the
48 college Academic Senate, one by the PFT chapter chairs, and one by

1 mutual agreement.

- 2
- 3 b. All members shall have equal weight in all respects, and a chairperson,
4 whose function is nominal, shall be selected by the Committee as a whole
5 at the beginning of each academic year.
- 6
- 7 c. No member shall serve more than four consecutive years.
- 8
- 9 d. At least one administrator and one faculty member shall be replaced
10 every two years.
- 11
- 12 e. Professional Development Committee recommendations shall not be
13 subject to the grievance procedure.
- 14
- 15 f. The committee shall provide regular reports to the College and the
16 District on the expenditure of funds and the attainment of goals. (Other
17 committee assignments include, but are not limited
18 to, approving Professional Development monies for the faculty at each
19 college and approving retraining leaves).
- 20

21 12. Salary

- 22
- 23 a. Professional development leaves may be arranged for one (1) year with a
24 grant equal to 66-2/3% of the annual year's salary, or for one (1) semester
25 with a grant of 100% of one-half year's
- 26
- 27 b. While on professional development leave, the salary the faculty
28 leave shall be paid in the
- 29
- 30 c. Professional development leave shall count for full salary
- 31

32 13. Professional Development Report

33

34 A faculty member returning from professional development leave shall be
35 required to submit to the Chancellor, in writing, two copies of a report
36 describing in detail the learning activities that took place during such leave,
37 and the concomitant benefits accrued to him/her and to the District. College
38 or university course work taken as part of professional development leave
39 shall also be described via such a report and shall be counted towards salary
40 advancement. A copy of the report shall be filed in the college library.
41 Where appropriate, an oral report to the faculty, students, and community is
42 encouraged.

43

44 14. Professional Development Leave Allocation

45

46 A total of nine (9) FTE professional development leaves will be available during the
47 duration of this contract.

48

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18
- a. Professional development leaves shall be recommended by the college Professional Development Committee.
 - b. If a college is unable to fund the recommended leave out of the college's budget, the leave, if approved by the Board of Trustees, will be funded by the District Office.
 - c. Leaves will only be funded by the District Office to assure probationary and regular faculty FTE assigned to each college.
 - d. Faculty members on Professional Development Leave shall be will devote the equivalent of their full FTE to the activities, purposes and objectives of the approved leave.
 - e. Any unused FTE designated for sabbatical leaves will roll over and be available in future years. The method of use shall be determined by mutual agreement between the PFT and the District.

19
20
21
22

15. Grievances pertaining to this section shall be limited to procedure violations.

23
24

S. **Retraining Leave**

25
26
27
28

1. Eligibility

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36

Faculty members must have been employed by the District as regular, contract employees for at least four years prior to application for retraining leave. The purpose of such leave is to improve and enhance the effectiveness of faculty members on-the-job performance.

37
38

2. Requirements

39
40
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43
44
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48

Faculty members receiving such a retraining leave will be required to enroll in an accredited college or university, or some other approved program acceptable to the District, which will qualify the individual to meet the minimum qualifications and competencies necessary to provide service in the area he or she is preparing to work in.

3. Application

Application for retraining leave shall be on forms provided by the District (See Appendix for copy) and must be filed by October 1 for Spring leave and by April 1 for Fall leave. Evidence of application for a plan of study and/or training must be submitted with the application to the Professional Development Committee. Leaves shall be recommended to the College President and Chancellor by the college Professional Development Committee. In the event that the College President does not approve, both the Committee's recommendation and the President's recommendation will be submitted to the Chancellor.

4. Committee Membership

1
2 The Professional Development Committee shall be the same committee that was
3 established in Section R, Paragraph 11 above.
4

5 5. Criteria for Acceptance of Leave Application
6

- 7 a. Faculty members who have been evaluated as in need of skills and/or knowledge
8 upgrading, or
9
10 b. Faculty members for whom retraining is in the best interest of the District and the
11 faculty member, and
12
13 c. Faculty members who can achieve the retraining objectives in four or fewer
14 consecutive semesters.
15

16 6. Criteria for Granting Leave
17

18 To receive the leave, faculty members must be accepted in an education/retraining
19 Program, which will allow them to achieve the retraining objectives. Before the
20 retraining leave begins, evidence of such acceptance shall be submitted to the
21 Office of Employee Relations.
22

23 7. Salary

- 24 a. Retraining leave pay will be based on 75% of the approved leave portion of the
25 employee's regular contract. For example, if an employee's regular contract is
26 1.0 and his or her approved retraining leave is .50, computation of pay is as
27 follows: .50 at regular contract rate of pay; .50 at 75% of regular contract rate
28 of pay.
29
30 b. In the case of a faculty member who retrains within a program or agency
31 conducted by a private business enterprise or other non-academic agency
32 acceptable to the District, the District shall pay the difference between his/her
33 Peralta salary and the salary of the non-academic institution not to exceed 75%
34 of salary. Pursuant to STRS regulations, faculty members will not be eligible
35 for full-time (1.0) service credits.
36
37 c. While on retraining leave, a faculty member shall not be assigned an extra
38 service assignment.
39
40 d. While on retraining leave, the salary the faculty member would
41 be paid in the same manner as that paid during
42
43 e. Retraining leave shall count for full salary increments and health and welfare,
44 sick leave, and retirement benefits. Credits earned while on retraining leave
45 shall count toward advancement on the salary schedule upon receipt of official
46 verification from an accredited institution or approved training program.
47

48 8. Service Obligation

1
2 Recipients shall contract to serve the District for a period equal to twice the length of the
3 leave after completion of a retraining leave. In the event of failure to render such a
4 period of service after return from retraining leave, the grantee shall indemnify the
5 District against the loss by furnishing suitable bond, or by executing a contract with the
6 District binding the faculty member to return for at least the above period.
7

8 9. Illness, Injury, Death
9

10 In case of injury to or illness of the faculty member while on retraining leave which
11 prevents his/her completing the purpose of the leave, the leave will be terminated and all
12 provisions for sick leave shall apply. If death prevents the member from fulfilling
13 his/her agreement to return to service in the District, no repayment of salary shall be
14 required of his/her estate. Upon return to service and prior to completion of
15 leave.
16

17
18 10. Number of Retraining Leaves
19

20 The District will guarantee up to 5.0 FTE Retraining Leaves for the duration of this
21 contract. Upon return to service following completion of a Retraining Leave, the
22 District shall make every effort to assign the faculty member in his or her new area of
23 expertise.
24

25 11. In cases where a department, discipline or program is less than three (3) FTE, one
26 (1) FTE may be out on retraining leave in any one semester.
27

28 12. Grievances pertaining to this section shall be limited to procedural violations.
29

30 **T. Leave Banking Program**

31 1. In order to encourage professional development and faculty revitalization, a Leave
32 Banking Program is established. Upon request, the Leave Banking Program allows
33 regular permanent (tenured) faculty to save up (or "bank") any contracted assigned
34 "extra service" hours in lieu of immediate compensation. For example, in a future
35 semester, after fifteen (15) banked equated hours have been accumulated, the
36 faculty member may exchange the banked hours for one full semester of leave at
37 full pay.
38

39 Probationary faculty are eligible to accrue Leave Banking hours. Upon approval of
40 the Tenure Review Committee and College President, the probationary faculty
41 member with two or more years of service may be granted Banking Leave.
42

43 Partial contract (less than full-time) regular permanent (tenured) faculty members
44 may accrue Leave Banking hours during the summer session calendar only.
45

46 2. At the request of the faculty member, contracted assigned extra service and
47 summer session hours shall be bankable. Extra service is defined as all assigned
48 equated hours above a full-time load. If a full-time faculty member is

1 "underloaded," he/she is not eligible for extra service and may therefore not accrue hours
2 toward Banking Leave.

- 3
- 4 3. A faculty member may bank up to a total of thirty (30) semester equated hours. If a
5 faculty member reaches this limit, no additional hours may be banked until he/she
6 uses the time or cashes it out.
7
 - 8 4. A faculty member may use banked equated hours for leaves of up to one (1)
9 semester within two (2) years; or two (2) semesters within three (3) years. A faculty
10 member may also use banked equated hours for partial leaves.
11
 - 12 5. A faculty member may not bank time while he or she is on Banking Leave.
13
 - 14 6. In the case of a protracted illness while a faculty member is on Banking Leave,
15 which prevents his/her completing the leave, the Banking Leave will be terminated
16 and all provisions for sick leave contained in this Agreement shall apply.
17
 - 18 7. When a Banking Leave is completed, the faculty member shall return to his/her
19 regular assignment.
20
 - 21 8. In any one semester, not more than one (1) FTE out of three (3) FTE faculty
22 members in a department, discipline or program may be out on Banking Leave.
23
 - 24 9. In cases where a department, discipline or program is less than three (3) FTE, one
25 (1) FTE may be out on Banking Leave in any one semester.
26
 - 27 10. In the event that more faculty are eligible in a given term for Banking Leave than are
28 authorized to be on this leave, approval will be based on the District Seniority List
29 for faculty members by date of hire.
30
- 31 After a person takes a Banking Leave, he/she is rotated to the bottom of the seniority
32 list for the department, discipline or program for Banking Leave purposes.
33
- 34 A faculty member with a split load shall be counted in the department, discipline or
35 program where he/she has the majority of his/her load.
36
- 37 11. Extra service may be banked in whole or in part.
38
 - 39 12. While a faculty member is on Banking Leave, he/she shall receive full salary
40 payment, credit for anniversary salary step increments, health and welfare benefits,
41 sick leave and retirement in the same manner as if he/she were on regular
42 assignment.
43
 - 44 13. Faculty members on Banking Leave may apply for Professional Development funds.
45
 - 46 14. If granting all requested and authorized Banking Leaves would put the
47 District out of compliance with State regulations, e.g., 75/25 ratio, the
48 total number of faculty FTE (Full-Time Equivalent) authorized to take

1 leaves will be reduced to comply with the State regulations, e.g., 75/25
2 ratio. The criteria for this reduction will be by seniority (date of hire)
3 as specified in this article. Any person eliminated as a result of this
4 paragraph will automatically be given first priority the next time he/she
5 applies.
6

7 15. Banking Leave shall count towards accumulated time served and shall
8 not constitute a break in service.
9

10 16. Every year, at the faculty member's request, he/she shall receive from
11 the District an accounting of the number of equated hours and cash
12 value accrued for each term/year that he or she has banked.
13

14 17. A faculty member who has accumulated hours toward Banking Leave
15 may cash out some or all of the hours for critical financial emergencies
16 or to pay out nominal residual balances. The cashed out hours shall be paid at the
17 rate in force at which the funds were earned. In the case of death, disability,
18 retirement, resignation or termination for any reason, the amount of unused time
19 shall be cashed out at its full value at the rate at which it was earned.
20

21 18. Application

22 a. The faculty member shall notify the assistant dean that he/she
23 later. Such notification shall be in writing with the completion of applicable
24 section(s) on Leave Banking Program Form (See Appendix).
25
26

27 b. To utilize banked time, the faculty member must submit a completed Leave
28 Banking Program Form to the assistant dean by September 1 for Winter and/or
29 Spring usage and by February 1 for Fall usage.
30

31 c. The District will notify the faculty member of approval or disapproval in writing
32 by October 15 for Winter and/or Spring requests and by March 15 for Fall
33 requests.
34

35 **U. Family Care Leave**

36 1. Any faculty member shall be granted a leave of absence for family care pursuant to
37 California State Law and Federal Law.
38

39 2. Faculty members on family care leave shall be covered by the District for medical,
40 dental, life and disability benefits only.
41

42 3. A faculty member may be authorized to use of up to fifteen (15) days of accrued sick
43 leave in any school year during a period of family care leave. This fifteen (15) days
44 accrued sick leave usage shall include any personal emergency leave that has been
45 used during the same school year.

3 **A. Program**

- 4 1. The Peralta Community College District provides this program in accordance
5 with Section 87483 of the Education Code.
6
7 2. Individual agreements will be developed for participation in the program for
8 a period not to exceed ten years (10) years.
9
10 3. The period of such part-time employment shall not exceed ten (10) years.
11
12 4. Over the period of an employee's early retirement agreement, he/she will not
13 be permitted to serve either less than a .5 load or less than the equivalent of
14 one-half (1/2) the number of days of service required by the employee's
15 assignment during the final year of service in a full-time position. The
16 percent of load and number of days to be served shall be specified in each
17 individual agreement. Extra Service assignments shall not be allowed.
18
19 5. An individual agreement and program participation can only be revoked
20 through the mutual consent of the employee and the District. Revocation
21 shall be agreed to at least six (6) months prior to a return to full-time
22 assignment.
23

24 **B. Qualifications**

25 To qualify for this program an employee must have met the following requirements prior to
26 the reduction in service:
27

- 28 1. Ten (10) years of full-time faculty service in California, of which the
29 immediately preceding five (5) years were full-time in the Peralta Community
30 College District.
31
32 2. During the period immediately preceding a request for a reduction in
33 workload, the employee must have been employed full-time in a faculty
34 position for a total of at least five (5) years without a break in service.
35 Approved leaves of absence shall not constitute a break in service. Such
36 leaves shall not be used in computing the five-year full-time service requirement.
37
38 3. The employee shall be fifty-five (55) years of age or over before the
39 beginning of the term in which his or her reduced employment commences.
40

41 **C. Application and Approval**

- 42 1. Qualified, interested employees shall initiate this procedure by formal written
43 request to the Board of Trustees delivered to the college president.
44
45 2. Initial requests shall be received by the college president no later than
46 February 1 for implementation in the following fall semester or quarter, and
47 no later than June 1 for implementation in the following spring semester.
48
49 3. Individual agreements will be developed for each approved applicant.

1 **ARTICLE 28**

2 **MATRICULATION**

3 A. Student Personnel Services Specialists assigned to counseling departments shall assist
4 counselors in providing academic, vocational and student support service. This position shall
5 not replace counselors and will not replace the responsibilities of counselors as delineated in
6 the applicable Education Code Sections and Title V.
7

8 Student Personnel Services Specialists shall not provide counseling services as may be
9 defined in the Education Code or Title V but may, however, provide information of a
10 technical nature.
11

12 B. It is agreed by the parties hereto that the implementation of the Matriculation Plan shall not
13 violate any of the provisions of this Peralta Federation of Teachers/PCCD collective
14 bargaining Agreement.
15

A. Definitions of "Full Retirement"

"Full Retirement" means withdrawal from active service with a retirement from the State Teachers' Retirement System (STRS) or PERS. "Full Retirement" does not preclude employment by, with, or in the District.

B. Retirement Plans and STRS**1. General Information**

- a. Eligibility for retirement and retirement allowances are determined by the State Teachers' Retirement System (STRS).
- b. Information requested by STRS in determination of retirement benefits that is not provided may result in a delay in benefits being paid. All faculty members have the right to review their file maintained by STRS upon request and submission of proper identification.
- c. Application for Retirement packets may be obtained from the Office of Personnel at the PCCD Offices.
- d. It is the employee's responsibility to obtain, prepare, and mail the application forms to STRS in Sacramento.
- e. Notification in writing of any name change or change of address should be made directly to the State Teachers' Retirement System, Post Office Box 15275-C, Sacramento, California 95851.
- f. Correspondence to STRS should include full name, address, social security number, and telephone number with area code.

2. Regular Service Retirement Plans

Faculty members may retire from regular contract service at the age of 55 or older with at least five years of credited service.

3. Under Age 55 With 30 Years of Service Plan

Faculty members may retire from regular contract service if they are at least age 50 with 30 years or more of credited service verified by the State Teachers' Retirement System. Any employee who applies for retirement under this plan and who qualifies by STRS rules will receive District approval.

4. Health and Welfare Benefits

See relevant sections of Article 22.

5. Exit Interviews

The District shall be responsible for notifying all retirees (in writing) of their rights,

1 including, but not limited to, their health and benefits rights and the consequences of
2 not utilizing them. Retirees shall be required to sign off on their rights at the time of
3 retirement. (See Appendix for copy of
4

5 **C. Post Retirement Part-time Faculty Pay**

- 6 1. Contract faculty members who retired between June 30, 1992 and June 30, 1997 and
7 are reemployed by the District to provide part-time temporary services, shall be
8 compensated based on 100% of the column and step placement applicable at the time
9 of retirement. Retirees shall be eligible for this pay rate for a period of five of the
10 seven years following retirement. Thereafter, retirees will be paid at the regular part-
11 time rate.
12
13 2. It is understood that faculty members who retired between June 30, 1992, and June
14 30, 1997, will be offered post retirement employment at the sole discretion of the
15 District, unless they are covered by a retirement incentive agreement that provides
16 otherwise.
17
18 3. Pay adjustments in the years following retirement shall be made on the same basis as
19 the pay adjustment for faculty who retired between January 1, 1991 and August 26,
20 1991.
21
22 4. Annual earnings may not exceed the then current STRS maximum.
23
24 5. If the State modifies the current 75/25 faculty ratio calculations in a manner that
25 affects the District's ability to treat hours worked under this agreement as full-time
26 faculty hours, this agreement clause may be opened for renegotiation. *Post Retirement
27 Part-time Pay Calculation Examples
28

29 Example #1: Assume STRS maximum increases by 5% from \$16,500 to \$17,328 and PCCD faculty pay schedule
30 increases by 4%. The maximum earnings under the retirement incentive program would increase by 4% to \$17,160
31 which is the lesser of two amounts.
32

33 Example #2: This rate change calculation would apply to a pay schedule rate change for each retiree in the event of
34 differential pay rate adjustments. Assume STRS maximum increases by 5% to \$17,325 and PCCD faculty pay rate at E
35 18 increases by 8%. Retiree who was placed on E 18 at time of retirement would receive a 5% increase because the
36 STRS 5% increase is the lesser of the two amounts.
37

1 **ARTICLE 30**

PART-TIME TEMPORARY INSTRUCTORS

2
3 **A. Working Conditions**

4 Including, but not limited to, relevant provisions of Article 18.

5
6 **B. Salary**

7 Including, but not limited to, relevant provisions of Article 21.

8
9 **C. Health and Welfare Benefits**

10 Including, but not limited to, Voluntary Health Benefits in Article 22, Section D.

11
12 **D. Eligibility List**

13 The District shall establish, maintain, and circulate each term a list of all temporary
14 part-time faculty members who are currently working in the District. The list shall
15 circulate to all Assistant Deans and Deans of Instruction at each of the colleges.

16
17 The list is to inform the Deans about the availability of part-time faculty members
18 for assignments in colleges where they do not currently work. Before new faculty
19 members are hired, the list shall be reviewed and Deans shall make an effort to hire
20 first from this list.

21
22 The list shall include:

- 23
24 1. Names, addresses, and telephone numbers of all part-time faculty
25 members who have worked in the District during the preceding two years;
26 2. Disciplines in which each faculty member is minimally and locally qualified;
27 3. Date of initial hire in the District;
28 4. Gender and ethnicity of each person listed;
29 5. Current College(s) to which he or she is assigned;
30 5. Courses taught and/or services provided to the District during the preceding
31 two years.

32
33 A copy of the list shall be mailed to the PFT each term. This provision shall not be used to interfere
34 with or violate the District's and the PFT's commitment to Equal Employment Opportunity.

35
36 **E. Full-Time Contract Positions**

- 37 1. Part-time temporary faculty members shall be guaranteed the right to an
38 interview for any publicly advertised regular contract, probationary, or long-
39 term substitute position if that position is in the specific area the faculty
40 member is currently working, or has worked in the District, and for which
41 that person applies. Application must be made, in writing, to the District
42 Personnel Office no later than the closing date posted on the specific
43 announcement.
44
45 2. All part-time temporary faculty members who have not received a negative
46 evaluation and have been employed in the District for five years or more shall
47 receive a total of five per cent of the total number of points in the selection
48 ranking by the college hiring committee.

49
50 This provision shall not be used to interfere with or violate the District's and the PFT's commitment

1 to Equal Employment Opportunity.
2

3 **F. Letters of Assignment**

- 4 1. The District will offer, as a standard practice, one-year employment
5 agreements to part-time temporary faculty who have at least two (2) years of
6 effective service with the District.
7

8 If a part-time temporary faculty member, who is eligible for a one-year letter
9 of assignment and has received a positive evaluation, is not offered a one-
10 year assignment, the College President, upon request by the faculty member,
11 shall provide a written statement to the person explaining the reason(s) why
12 he or she was not offered a one-year assignment. A positive evaluation must
13 be completed and properly filed before a part-time temporary faculty member
14 is eligible for a one-year letter of assignment. This provision is not grievable
15 if the College President complies with the faculty member's request for a
16 written explanation for not offering a one-year letter of assignment.
17

- 18 2. The colleges, whenever possible, shall issue letters of assignment to all other
19 part-time faculty by June 30 for the fall term and by December 1 for the
20 spring term. The letter shall specify the course, the number of hours the
21 class meets, the location, and the time.
22
- 23 3. Whenever possible, the college shall issue letters of assignment for one (1)
24 full year.
25
- 26 4. The issuance of such letters of assignment shall not preclude the District's right of
27 assignment of underloaded regular and probationary faculty members
28 to classes currently taught by or assigned to part-time temporary faculty
29 members, or the right to cancel classes when deemed appropriate.
30
- 31 5. Such letters of assignment do not constitute a contract for employment.
32

- 33 G. Whenever the layoff of contract and regular instructors requires that part-time temporary
34 instructors be terminated or not rehired, as provided by the Education Code, the District as a
35 courtesy, will send to the PFT a list of the name(s) and discipline(s) of part-time temporary
36 faculty who are affected.

2
3 **A. Selection of Faculty**

4 Summer session faculty shall be selected by the College President of each college on the
5 following priority basis:

- 6
7 1. Regular or probationary faculty members at the college who were not
8 employed during the preceding summer session;
9
10 3. Regular or probationary faculty members at the college who were
11 employed during the preceding summer session;
12
13 3. Part-time temporary faculty members who were employed by the
14 college during the preceding academic year;
15
16 4. All others.

17
18 If a faculty member is not selected in the above order, the College President, upon request of the
19 faculty member, shall provide the person with a written statement explaining the reason(s) why he or
20 she was not selected. If the College President complies with the faculty member's request for a
21 written statement, the provisions of this subsection A are not grievable.

22
23 B. Summer session faculty members may be offered more than one course during a summer
24 session, but no more than nine (9) equated hours.

25
26 C. All other provisions of the PFT/PCCD contract shall be applied to summer school faculty.
27

1 **ARTICLE 32**

2 **VOLUNTARY SICK LEAVE CONTRIBUTION**

3 A. A voluntary Sick Leave Contribution Program may be established to meet the
4 needs of faculty experiencing catastrophic illness or injury. Catastrophic illness or injury
5 means an illness or injury that is expected to incapacitate the employee for an extended period
6 of time, and that taking extended time off work creates a financial hardship for the employee
7 because he or she has exhausted all of his or her sick leave and other paid time off (Ed. Code
8 87045 a 1). The Program shall be administered according to the provisions below.
9

10 **B. Contributions**

11 The five-member, PFT appointed Voluntary Sick Leave Contribution Program Committee
12 shall call for voluntary contributions of accrued sick leave days/hours when a need is identified
13 and verified. Individual contributions by members of the PFT bargaining unit may be made
14 under all of the following conditions.
15

- 16 1. The minimum contribution per call is one day (8 hrs.).
- 17 2. The maximum contribution per call is five (5) days.
- 18 3. The minimum sick leave balance after the contribution is at least five (5) days.
- 19 4. Transfer of contributions shall be limited to the number of days used subject to the
20 maximums provided in this article.
21

22 **C. Eligibility**

- 23 1. A recipient of sick leave contributions must be an employee at the time the request is
24 made.
- 25 2. Other Paid Leave Accounts
26 No faculty member will be eligible for benefits until all other available paid leave
27 accounts under the PFT-PCCD Contract Agreement have been exhausted.
28

29 **D. Benefits**

- 30 1. Full-Time Faculty
31

32 The Program may contribute up to 50 days at 100% of pay but no more than
33 necessary for an employee to be eligible for long-term disability.
34

- 35 2. Part-Time Faculty
36

37 The Program may contribute up to 50 hours at the rate of the faculty member's current
38 load and rate of pay; this leave shall terminate at the end of the semester in which it
39 begins.
40

- 41 3. Limitations on Use
42

43 No faculty member may receive benefits from the Program more than two times in
44 his/her lifetime.
45

- 46 4. Faculty members receiving sick leave donations shall be covered by the District for
47 medical, dental, life and disability benefits, which they would be otherwise qualified
48 to receive.
49

- 50 5. Effect of Receiving Benefits

1
2 Benefit recipients shall be solely responsible for any state and federal taxes on the
3 donated time. Such taxes shall be withheld at the normal rate for the recipient
4 employee. In the event that the state or federal governments rule that a tax liability is
5 due other than as taxed, the recipient shall be solely liable for such liabilities.
6

7 **E. Request Procedures**

8 Request for benefits shall be submitted in a sealed envelope to the Vice Chancellor for
9 Human Resources. The Vice Chancellor shall receive the request and supporting medical
10 documentation and certification to determine whether the faculty member meets eligibility
11 requirements. Such requests must include a physician's certification that the faculty member
12 is unable, as a result of a catastrophic illness or injury, to perform the material duties of
13 his/her occupation. At its discretion, the District may require additional medical information
14 or require examination by a second physician of the District's choosing and at the District's
15 expense. After reviewing the application and supporting documentation, the Vice Chancellor
16 shall submit to the committee a statement which indicates whether the faculty member has
17 met the criteria and furnished all documentation and number of days needed to bridge to
18 eligibility for long-term disability benefits (this applies to contract and regular faculty). For
19 part-time, temporary faculty, the statement shall include the number of days or hours needed
20 to cover the remainder of the term.
21

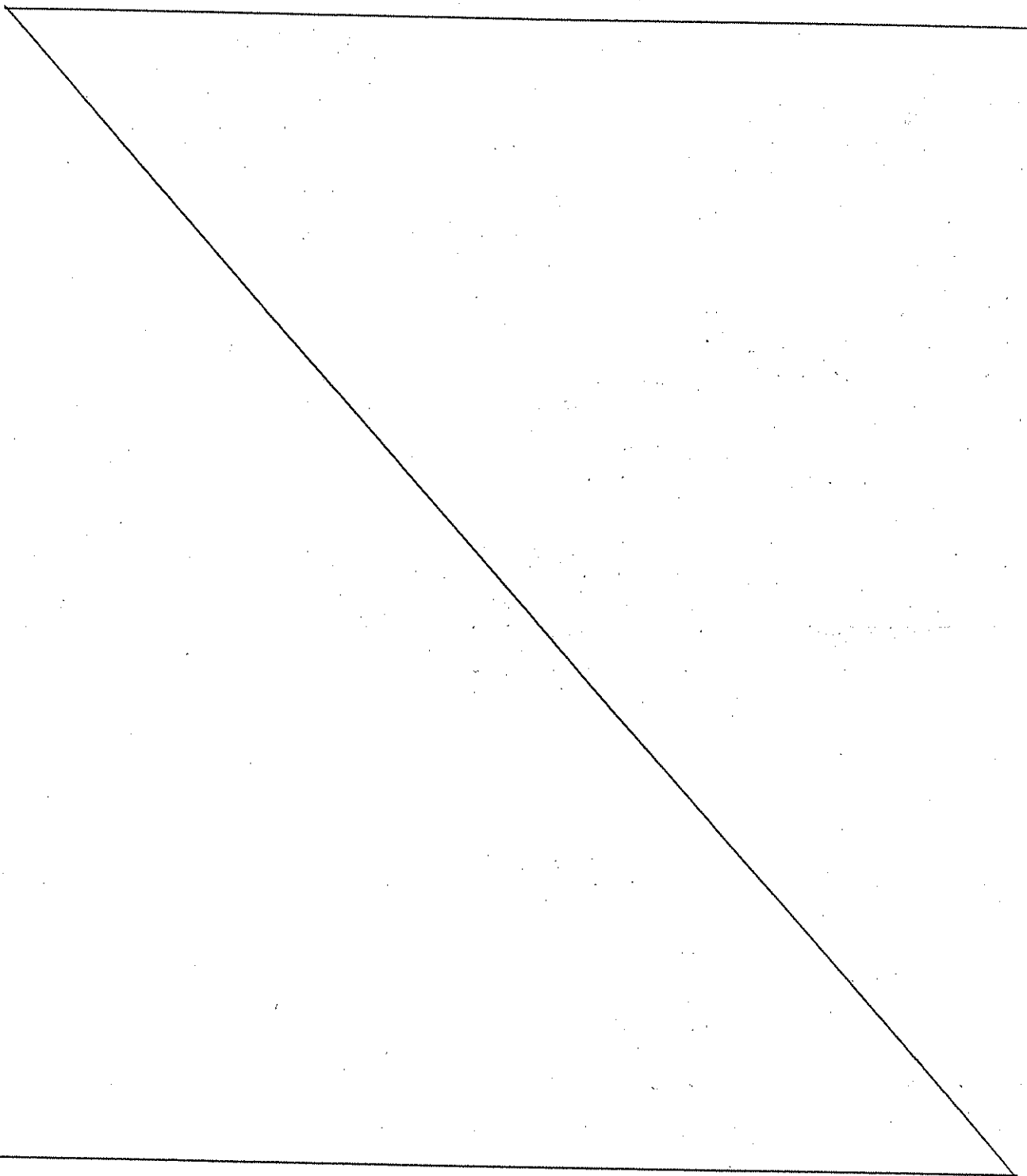
22 The five-member PFT committee shall review the request and approve the call for sick leave
23 contributions. Faculty may not contribute more days/hours than needed. The decision of the
24 committee shall not be subject to the grievance and arbitration provisions of the PFT-PCCD
25 Contract Agreement.

1
2
3
4
5
6
7

ARTICLE 33

TECHNOLOGY

This section is purposely blank; pending further negotiations between the District and the PFT.



1 **ARTICLE 34**

TERM OF AGREEMENT

2
3 The PFT and the District mutually agree to commit to participate in Interest Based Bargaining in
4 successor agreement negotiations. This Agreement will cover the period July 1, 2004 through June
5 30, 2007. If either party feels that amendments, additions and/or deletions to the Agreement are
6 required, either party may request negotiations. If both parties agree, such negotiations shall
7 commence within fifteen (15) working days of the request.
8

9 All Appendices will be reviewed and revised so as to be in compliance with this Agreement and with
10 current practice.
11

12 In addition to the reopeners indicated in Article 21 on salary, reopener negotiations shall occur on
13 the following issues for the fiscal year indicated:
14

15 **2004-2005**

16 Part-time faculty reappointment rights
17

18 **2005-2006**

19 Part-time faculty Office Hours
20

21 **2006-2007**

22 Part-time faculty Office Hours.



Human Resources

Trudy Largent, Esq.
Vice Chancellor for Human Resources

And

Laverna Grossman
Employee & Labor Relations Analyst

2004-2007