



AGREEMENT BETWEEN

**ALLAN HANCOCK COLLEGE
JOINT COMMUNITY COLLEGE DISTRICT**

AND

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

EFFECTIVE

July 1, 2020 through June 30, 2023

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ARTICLE 1: DURATION

- 1.1 This Agreement is made and entered into this 1st day of July by and between the Allan Hancock Joint Community College District, hereafter referred to as the District, and the California Federation of Teachers/Part Time Faculty Association of Allan Hancock Joint Community College, Local 6185, hereafter referred to as CFT/PFA.
- 1.2 This Agreement was ratified by the CFT/PFA on August 22, 2020 shall become effective on July 1, 2020 and shall continue in effect to and including June 30, 2023.


Kevin Walters (Aug 27, 2020 15:49 PDT)

Kevin G. Walters, Ph.D.
Superintendent/President


Che Johnson (Aug 27, 2020 15:57 PDT)

Che I. Johnson J.D.
Lead Negotiator
Partner, Liebert Cassidy Whitmore



Ruben C. Ramirez
Director, Human Resources
District Representative


Robert Curry (Aug 27, 2020 15:47 PDT)

Robert Curry Ph.D.
Associate Superintendent/Vice President,
Academic Affairs
District Representative



Rick Rantz
Dean, Academic Affairs
District Representative



Sharan Kelly
Coordinator, Professional Development
District Representative


Kassandra Hawkins (Aug 31, 2020 08:37 PDT)

Kassie Hawkins
Field Representative
California Federation of Teachers


Mark James Miller (Aug 28, 2020 08:13 PDT)

Mark James Miller
President CFT/PFA Local 6185


Monique L. Segura (Aug 27, 2020 16:00 PDT)

Monique Segura
Negotiations Representative
CFT/PFA Local 6185


8/28/20

Martin Faries
Negotiations Representative
CFT/PFA Local 6185


Daniel Clardy (Aug 28, 2020 10:13 PDT)

Daniel Clardy
Negotiations Representative
CFT/PFA Local 6185

ARTICLE 2: NEGOTIATIONS AND COMPLETION OF AGREEMENT

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

ARTICLE 3: RECOGNITION

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

ARTICLE 4: MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

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

ARTICLE 5: CFT/PFA RIGHTS AND RESPONSIBILITIES

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

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

- 5.8.1 The District shall provide the Union written notice of any new employee orientation or onboarding process as defined in AB 119, in whatever form it may occur, within (10) working days (except in cases of immediate need) prior to the event. Representatives of the Association shall be permitted to make a presentation of up to thirty (30) minutes and present written materials to any employee participating in such orientation. Management shall be absent from the Association's presentation unless their attendance is required due to operational necessity or emergency. The Employer shall include a membership authorization form, approved by the Union, in all new hire packets. If a scheduling conflict should occur, the parties agree to meet to find a mutually agreeable solution.
- 5.8.2 Consistent with AB119, the District shall provide the following information, regarding newly hired bargaining unit members, within 30 days of their date of hire: a) Name b) job title c) department/division d) work location e) work, home and personal cellular telephone number f) personal email address g) home address (if possessed by the District).
- b) The District shall provide an updated version of the information outlined in 5.8.2 a) above for all bargaining unit members every 120 days or as requested by the Federation.
- c) The District shall provide the information outlined in 5.8.2 above for any newly hired bargaining unit member, hired subsequent to the fall or spring term, within 10 days of their date of hire.
- 5.9 Payroll Deduction List: No later than five (5) days after the payroll is distributed to part-time faculty, the district shall provide CFT/PFA with a list of members of the Part-Time Faculty Association. and bargaining unit members currently employed

ARTICLE 6: GRIEVANCE PROCEDURE

6.1 Definitions:

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

6.2 General Provisions:

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

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

6.2.15 All documents pertaining to a grievance shall be maintained in a file separate from the bargaining unit member's personnel file. The grievant and CFT/PFA representative may inspect and copy the material contained in this file during business hours.

6.3 Procedures: Grievances shall be processed in accordance with the following procedures.

6.3.1 Level I Informal – Immediate Supervisor

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

6.3.2 Level II Formal – District Grievance Officer

6.3.2.1 Any bargaining unit member shall present the grievance in writing on the grievance form to the District Grievance Officer within thirty (30) days of the incident or occurrence which forms the basis for the grievance. Failure to do so within the timelines will render the grievance null and void, and the grievance will be rejected. If the grievance is filed within the time limit, the immediate supervisor shall meet with the grievant and attempt to resolve the matter.

6.3.2.2 The written information provided by the grievant shall include a) a description of the specific grounds of the grievance, including, but not limited to, names, dates, and places necessary for a complete understanding of the grievance, b) a listing of the specific provisions of the agreement which are alleged to have been violated, and c) a listing of specific actions requested of the district which will remedy the grievance. Three (3) copies of the grievance form shall be completed by the grievant. The grievant shall submit one copy to the immediate supervisor, one copy to the CFT/PFA (if the CFT/PFA is representing the grievant), and one copy to the office of human resources.

6.3.2.3 The District Grievance Officer shall communicate the decision on the grievance to the grievant in writing within ten (10) days after receiving the grievance.

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

6.3.2.5 If the grievant is not satisfied with the decision of the immediate supervisor at Level II, he/she may, within ten (10) days, submit an appeal of the decision to Level III.

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

6.3.3 Level III – Mediation

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

6.3.4 Level IV Formal – Advisory Arbitration

6.3.4.1 Arbitrated Grievance: If the grievant is not satisfied with the decision at Level III, CFT/PFA may submit the grievance to arbitration. If CFT/PFA requests advisory arbitration, the district and CFT/PFA shall select an arbitrator from the California State Mediation and Conciliation Service (SMCS) by the method of alternate striking from a list of arbitrators supplied by the SMCS. The request for such list shall be made by the district within five (5) days of the receipt of the Level III appeal. The striking and resultant request for an arbitration hearing date shall be made by CFT/PFA as soon after receipt of the list as possible.

6.3.4.2 The arbitrator shall render a decision to the Board of Trustees as soon as possible. With the agreement of the grievant, a request may be made for a hearing bench decision. The arbitrator shall not have the authority to delete, add to or otherwise modify the provisions of this Agreement. The arbitrator's authority shall be limited to deciding whether the district has violated, misinterpreted, or misapplied the referred-to express provision of this Agreement, and such decision shall not imply obligations and conditions to restrict the district in its administration of the terms of this Agreement, it being understood that any matter not specifically set forth herein remains within the management rights of the district.

6.3.5 Level V Formal – Board of Trustees

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

ARTICLE 7: SEVERABILITY

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

ARTICLE 8: SAFETY

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

ARTICLE 9: LEAVES OF ABSENCE

9.1 General Provisions: The following leaves of absence are available to bargaining unit members, subject to the provisions set forth in this article:

9.1.1 Sick Leave

9.1.2 Bereavement Leave

9.1.3 Personal Necessity Leave

9.1.4 Jury Duty and Subpoena Leave

9.1.5 Military Leave

9.1.6 Industrial Leave

9.2 Sick Leave Upon Retirement: A bargaining unit member may convert unused sick leave to retirement credit in accordance with California Government Code Section 20862.5 or California Education Code Section 22719 or its successor if the employee is filing a request for sick leave.

9.3 Sick Leave

9.3.1 Advanced Sick Leave (Healthy Workplace Healthy Family Act of 2014, AB1522): Part-time faculty will be advanced 24 hours of sick leave every July 1 per the “Healthy Workplace, Healthy Families Act” (AB1522). Employees hired after July 1 each year will receive a prorated allocation of the 24 hours of leave provided for by the Act. This 24 hours of advanced or ‘front-loaded’ sick leave will not accrue year to year.

9.3.1.1 This leave may be used in accordance to the more generous provisions of the Act, and those more generous provisions defining use and family member will apply to all sick leave provisions.

9.3.2 Accrued Sick Leave: Bargaining unit members shall be granted sick leave on the basis of one hour of sick leave for every sixteen (16) hours after the hours have been worked (excluding unloaded stipends). Sick leave will not be advanced.

9.3.2.1 Sick leave will be accumulated from year to year. The district will retain sick leave accrual records indefinitely for active and inactive bargaining unit members currently in the human resources database as of October 1, 2007, and for future active and inactive bargaining unit members. The district will have no obligation to retain sick leave accrual records for bargaining unit members who transfer accrued sick leave in accordance with section 9.3.6. Should retention of sick leave accrual records become a future fiscal liability to the district (CalSTRS implementation of charges to the district), the issue will be brought back for further negotiations.

9.3.3 Upon returning from sick leave, the affected bargaining unit member shall complete a report of absence form within three (3) business days of his/her return. A physician's statement may be required by the district to certify the bargaining unit member's absence and/or to certify that the bargaining unit member is physically able to resume all responsibilities of the position.

9.3.4 Bargaining unit members shall be entitled to use up to the equivalent of sick leave granted in a six-month period for the illness or injury of a parent, spouse or domestic partner (as defined in Family Code §297 et. seq.), or child.

9.3.5 Accrued sick leave may be transferred to another district providing that the employing district has adopted a procedure to accept such a transfer. It is the bargaining unit member's responsibility to initiate the transfer request through the new employing agency.

9.4 Bereavement Leave

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

9.4.2 Additional leave of absence may be granted by the superintendent/president upon a request in writing by the bargaining unit member.

9.4.3 Bereavement leave shall not be charged against sick leave. Additional days approved by the superintendent/president or his/her designee will be charged as personal necessity leave in accordance with section 9.5.2.1.

- 9.4.4 Members of the immediate family mean the mother, father, grandmother, grandfather, grandchild of the bargaining unit member, or the spouse or registered domestic partner of the bargaining unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister, brother-in-law, sister-in-law of the bargaining unit member or any relative in the immediate household of the bargaining unit member.
- 9.4.5 Bargaining unit members shall be paid only for those assigned days which fall within the days taken for bereavement leave. Bereavement leave must be used in the semester or term during which the bargaining unit member is assigned; such leave is not accumulated for future use.

9.5 Personal Necessity Leave

- 9.5.1 Bargaining unit members may be absent from duty without loss of pay for those duty days, approved on a day by day basis to a maximum of three (3) days each year, for personal necessity as outlined below. Such leave will be charged against sick leave. The number of scheduled working hours missed while the bargaining unit member is on personal necessity leave shall be deducted from their accumulated sick leave.
- 9.5.2 Personal necessity leave may be used under the following circumstances:
- 9.5.2.1 The death of a member of the bargaining unit member's immediate family when additional leave is required beyond that provided by bereavement leave in accordance with Board Policy 7340 Leaves of Absence.
- 9.5.2.2 Accident or illness involving a bargaining unit member's person or property or the person or property of the bargaining unit member's immediate family as defined in Board Policy 7340 Leaves of Absence.
- 9.5.2.3 Other emergency or personal necessity involving essential bargaining unit member welfare which is substantiated by the bargaining unit member and approved by the superintendent/president or his/her designee.
- 9.5.2.4 Required appearance brought about as a result of a legal notice to appear as a witness before government or judicial agency or court of law or appearance as a litigant in a legal action. If a witness fee is payable, such fee shall be demanded and collected by the bargaining unit member and remitted to the district up to the bargaining unit member's prorated pay for such absence.

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

9.6. Jury Duty and Subpoena Leaves:

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

Such compensation shall be at the hourly rate appropriate to the class or service missed. Bargaining unit members shall submit to the district any fees received for jury duty, excluding travel and subsistence expenses, except when assigned classes are not missed. The district requires the bargaining unit member to perform his/her duties scheduled on the day of the jury service which does not conflict with the jury service.

- 9.6.2 Whenever any bargaining unit member is served with a subpoena which compels attendance as a witness, unless a party or an expert witness, said member shall be granted leave of absence with pay equal to the difference between the bargaining unit member's regular pay and any amount received for his/her appearance.
- 9.7 Military Leave: A bargaining unit member will be granted military leave in accordance with applicable state and federal laws.
- 9.8 Industrial Accident/Illness Leave
- 9.8.1 Bargaining unit members will be entitled to industrial accident leave according to the provisions in Education Code Section 87787 for personal illness or injury that has qualified for Workers' Compensation under the provisions of the State Workers' Compensation Insurance Program.
- 9.8.2 Bargaining unit members shall notify an administrator of any accident or illness arising out of employment with the district as soon as possible.
- 9.8.3 Pursuant to the statutory provisions of the State Workers' Compensation System, the district has a right to have bargaining unit members examined by a physician or psychologist designated by the district at the district's expense to assist in determining the length of time the bargaining unit members will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
- 9.8.3.1 The bargaining unit member shall have the right to be examined by his/her own personal physician of record at no expense to the district. The physician of record will be designated as required by law.
- 9.8.4 Allowable leave shall be for not less than sixty (60) days during which the college is required to be in session or when the bargaining unit member would otherwise have been performing work for the district in any one fiscal year for the same accident.
- 9.8.5 When an industrial accident or illness leave overlaps into the next fiscal year, the bargaining unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 9.8.6 Allowable leave shall not accumulate from year to year.
- 9.8.7 Industrial accident or illness leave shall commence on the first day of absence.

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

ARTICLE 10: PERSONNEL FILES

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

ARTICLE 11: COMPENSATION

11.1 Salary Schedules

11.1.1 Salary Schedule Transition: Effective when the statutory COLA is fully funded and all state reductions to the Student Center Funding Formula (or its successor) are completely restored; salary schedules 70-73 shall be eliminated and all bargaining unit members on those schedules shall be placed on salary schedules 76-79. In doing so, Associate Faculty status will be fully eliminated.

11.1.2 Appendices:

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

And

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

And

APPENDIX C – Salary Schedule for Head Coaches (SS90)

11.2 Cancellation or Change in Assignment of Classes:

11.2.1 Credit Classes: The district shall compensate a bargaining unit member for class preparation whose credit class is cancelled by the district one (1) week prior to the beginning of the semester, summer session, or term or during the first week of late registration and who is not offered another class or non-teaching assignment. Compensation shall be the equivalent of one week's pay for semester length classes or the equivalent for short-term classes, plus actual hours worked in the classroom.

11.2.2 Low Enrollment Adjustment: Prior to canceling a class due to low enrollment the District may provide the assigned faculty the option to cancel the class or continue the class with a reduced load adjustment. The load adjustment shall be determined by the number of enrolled students divided by the minimum class size as defined in Board policy.

11.2.3 Noncredit Classes: The district shall compensate a bargaining unit member for class preparation whose noncredit lecture class is cancelled by the district one (1) week or less prior to the beginning of the class or during the first week of class, and who is not offered another class or non-teaching assignment. Compensation shall be three (3) hours for class preparation, plus actual hours worked in the classroom during the first week of class.

11.2.4 The district shall pay no compensation for cancelled classes if the bargaining unit member is offered and accepts another class or non-teaching assignment.

11.3 Initial Column Placement: Initial column placement on the credit and noncredit salary schedules shall be based on the definitions for salary placement and procedures for initial column placement as listed with the part-time faculty association salary schedules.

11.4 Credit/Noncredit Step Placement:

11.4.1 Initial Credit Step Placement: The district shall determine initial credit step placement up to step 4 of the credit part-time faculty association salary schedule and up to step 2 of the noncredit part-time faculty association salary schedule. Credit for initial step placement beyond step 1 shall be based upon previous teaching experience in the discipline of assignment at an accredited institution. For initial placement, each step beyond step 1 represents a full year of teaching experience and/or the equivalent of teaching thirty (30) or more credit units. Initial placement at step 2 would require a minimum of thirty (30) or more credit units of teaching in the discipline of assignment. Nothing herein shall change any bargaining unit member's current placement. Eligibility for step 2 placement for noncredit bargaining unit members shall begin fall semester 2006 and apply to all new hires and returning bargaining unit members at step 1 as of fall semester 2006. A bargaining unit member can request a review of their step and column placement at any time.

11.4.1.1 For non-teaching health services nurses, one (1) step placement for every two (2) years of occupational experience shall be given on the credit salary schedule up to step 4 upon employment.

11.4.2 Step Advancement: Bargaining unit members shall advance to step 2 through step 7 when they have taught two (2) years, summer included, in their current step level with Allan Hancock College. One (1) year equals two (2) semesters or one (1) semester plus a summer session. Advancement is granted at the beginning of each fall and spring semester, and no more than one (1) year experience can be calculated during any one (1) fiscal year. A fiscal year is from July 1 of the current year through June 30 of the succeeding year. Winter assignments shall not count toward step advancement.

11.4.3 Certified Nursing Assistant (CNA) instructors teaching clinical rotations of skills labs in nursing 411 and 414 shall be paid at the laboratory rate.

11.5 Travel between Centers: Transportation of bargaining unit members to their teaching or non-teaching assignment will be at their own expense. If during assigned time, the district requires additional travel of bargaining unit members related to district assigned duties, the district will pay mileage per district policy if they are required to travel to and from college site on the same day.

11.6 Professional Development: Bargaining unit members who are currently employed will receive compensation for professional development per CBA Article 12.16.

If the district cancels the bargaining unit member's class(es) before he/she has attended the activities, he/she cannot receive compensation.

11.6.1 Professional Development Presentations: If a bargaining unit member presents a paid staff development activity, they will receive two (2) hours of professional development pay for each hour of presentation.

11.6.2 Bargaining unit members who are currently employed will receive a maximum of six (6) additional hours of professional development for taking part in Accreditation Process during the academic year when the college is being accredited. No more than two (2) bargaining unit members will take part in accreditation process and they will be chosen by the CFT/PFA.

11.7 Reimbursement for Association Business: Effective July 1, 2008, when the parties are negotiating a full contract the district will reimburse up to \$29,135 per fiscal year for hours spent by district employees in negotiations or union activities at the activity rate, and for office expenses. There will be no reimbursement for concerted activities and committees, except for the budget, safety, and academic calendar committees. A district employee is defined as a person who currently has an assignment, or had an assignment for at least one of the prior two (2) semesters. When the parties are not negotiating a full contract (re-openers), the district will reimburse up to \$28,135 per fiscal year. Reimbursement claims will be submitted to business services, with supporting documentation, throughout the fiscal year, but not later than May 31.

11.8 Cooperative Work Experience: Cooperative Work Experience Education (CWEE) is a program that provides college credit for experiential learning acquired on the job.

11.8.1 Load for Cooperative Work Experience (CWE) shall be calculated at 1 student = .008 load.

11.9 Distance Learning: The District retains the right to assign bargaining unit members to teach distance learning classes. The mode of instruction is not a vested right of the

faculty member, and the District maintains the right to assign the faculty to teach onsite or online, as needed.

11.9.1 Teaching Requirements: Prior to teaching online, a bargaining unit member shall demonstrate the skills necessary to teach online courses to the satisfaction of the Associate Dean, Learning Resources. Should the bargaining unit member be unable to demonstrate proficiency, he/she will participate in training in the use of the Internet and Canvas, or whatever provider or resource the District has designated to the satisfaction of the Associate Dean, Learning Resources. The bargaining unit member will also work with media services, as needed, for technical assistance.

11.9.2 If a bargaining unit member has never taught online before, he/she will receive a \$1,000 stipend the first time he/she teaches online for fulfilling the preparation requirement. This excludes teaching assignments that require, in the case of an emergency, one or more courses be converted to Emergency Remote Teaching (ERT).

11.9.2.1 For bargaining unit members who have never taught ERT before, compensation for fall 2020 ERT courses shall be calculated at each bargaining unit member's ERT load value multiplied by \$1885.

11.10 Preparation Time: The District recognizes the value of adequate preparation time to maintain quality of instruction and services. Instructional activities are identified as lecture or lab. For associate faculty, preparation time is compensated as part of the salary schedule. Part-time faculty may be offered preparation time for new courses or courses with exceptional workload at the discretion of the District at the following rates:

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

*Non-Instructional activities do not have prep time.

ARTICLE 12: WORKLOAD and ASSIGNMENT

- 12.1 Purpose: The purpose of this Article is to address the instructional needs of the District and the education needs of students by establishing the work assignments of highly experienced and proven part-time faculty members while providing objective and consistent treatment of bargaining unit members.
- 12.2 Bargaining unit members are “temporary employees” in accordance with the Education Code Section 87482.5. In all cases, part-time and faculty assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes, and no part-time faculty member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment preference of that part-time, temporary faculty member.
- 12.3 When there is need for additional faculty service beyond that provided by regular, contract, and/or other District full-time employees, the District will make assignments in accordance with this Article for bargaining unit members.
- 12.4 Definitions
- 12.4.1 Assignment: Any course, lab, activity, or extra assignment that generates load.
- 12.4.2 Assignment Period: A semester, or term within a semester, excluding summer and intersession, when a bargaining unit member has an assignment.
- 12.4.3 Date of Hire (DoH): The day an individual is initially hired by the District in a specific discipline. A bargaining unit member may have a DOH in more than one discipline. The DOH for those returning bargaining unit members who have taken a voluntary break in service will be the date they are rehired by the district in that discipline. In case a tie for priority assignment seniority date exists among adjunct faculty in the same discipline, the tie shall be broken by lot.
- 12.4.4 Part-Time Faculty:
1. All newly hired bargaining unit members with no previous service with the District;
 2. All bargaining unit members whose job description is Activity;
 3. All bargaining unit members whose assignment is exercise, conditioning, swimming, or a skills lab;
 4. All bargaining unit members with an FTE of less than 0.10;
 5. All bargaining unit members whose assignment is a lab only;

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

12.4.5 Associate Faculty:

When the conditions in article 11.1.1 are satisfied, the designation of associate faculty shall be eliminated.

During the term of this contract, no new requests for associate faculty status will be granted. For purposes of scheduling, associate faculty will be considered pool 2 bargaining unit members.

12.4.6 Seniority: Seniority is established by the date of hire in a discipline.

12.4.7 Break in Service: A break in service may include voluntary, involuntary, and medical.

12.4.7.1 A **voluntary break** in service is limited to four (4) consecutive semesters may be granted to bargaining unit members with the written approval of the division dean for educational, professional development, or extenuating circumstances. The written approval must be submitted to the office of human resources to be placed in the employee personnel file. If the voluntary break in service is greater than four (4) consecutive semesters, part-time faculty will be reinstated with their seniority date established as the date they returned to service. Extenuating circumstances will be evaluated on a case-by-case basis.

12.4.7.2 An **involuntary break** in service is a lack of available assignments (does not include assignments that were refused). Original seniority dates will be retained for bargaining unit members who return from an involuntary break in service within four (4) consecutive semesters. If a bargaining unit member does not return from an involuntary break in service after four (4) consecutive semesters, they will be considered separated from the District. Extenuating circumstances will be evaluated on a case-by-case basis.

12.4.7.3 A **medical break** in service includes injury or illness preventing a bargaining unit member from a semester length assignment. Employees must notify the District as soon as possible of their absence and anticipated return date. Seniority dates will be retained for bargaining unit members who return from a medical break in service within four (4) consecutive semesters. If a bargaining unit member does not return

from a medical break in service after four (4) consecutive semesters, they will be considered separated from the District. Extenuating circumstances will be evaluated on a case-by-case basis.

12.5 Workload: Temporary employees shall not receive a workload that exceeds 67% of the hours per week considered a full-time assignment for regular employees having comparable duties, as specified by Education Code in Section 87482.5.

12.6 Assignment of Bargaining Unit Members: The district retains the right to make assignments for all bargaining unit members.

- A. Bargaining unit members may request an assignment that corresponds to a class prefix as listed in the college catalogue. The minimum qualifications as defined by the California Community College's Chancellor's Office and the district must be met before an assignment can be granted to teach any class.
- B. Assignments will be made by a dean in consultation with a department chair in accordance with seniority rules. The district may cancel or change any assignment for administrative reasons, such as reduction in apportionment or other fiscal constraints.
- C. Bargaining unit members will receive class and non-teaching assignments after regular and contract faculty assignments have been made. In the event a regular or contract faculty member's regular assignment is cancelled or reduced, the regular or contract faculty member may be assigned to a class or non-teaching assignment previously assigned to a bargaining unit member, no later than seven (7) calendar days after the start of instruction.
- D. Classes assigned to bargaining unit members will not be reassigned to full-time instructors as overload assignments within the thirty (30) calendar day period before the first day of class.

12.6.1 Credit Assignment Pools: Bargaining unit members with credit assignments shall be divided into Assignment Pool 1 and Assignment Pool 2.

12.6.2 Assignment Pool 1 consists of bargaining unit members with credit assignments and who are:

- 1) new hires with no previous service to the district
- 2) former full-time faculty in their initial assignment period as bargaining unit members and who have not met the requirements for Pool 2
- 3) bargaining unit members returning after a voluntary break in service of greater than four (4) consecutive semesters

4) bargaining unit members continuing in their service to the District who have not met the requirements for Pool 2

- 12.6.3 Assignment Pool 2: Requirements for Assignment Pool 2: In order to be eligible for Pool 2, a bargaining unit member with a credit assignment must have completed 8 assignment periods with two satisfactory evaluations and a C or S on their Gateway evaluation.
- 12.6.4 Grandfathering: Effective upon ratification and Board approval of this agreement, bargaining unit members without a voluntary break in service, who have accrued a minimum average load of at least .20 over the previous eight assignment periods, and who have received a rating of C or S on their most recent evaluation on or before the date of this agreement, will be automatically grandfathered into Pool 2.
- 12.6.5 Seniority: Bargaining unit members in Pool 2 will be given assignments based upon seniority. Bargaining unit members in Pool 1 will be given assignments after bargaining unit members in Pool 2 have received their assignments.
- 12.7 All faculty must meet the minimum qualifications in the discipline. Meeting minimum qualifications does not grant the faculty member rights to teach in the discipline. The discipline specific seniority list must be made available to the association upon request.
- 12.8 Professional Responsibilities of Part-Time and Associate Faculty include, but are not limited to the following:
- A. General Scope of Responsibilities:
1. Excellence in teaching and instruction or service.
 2. Maintenance of professional growth and academic currency.
- B. Teaching and Instruction:
1. Plans for and is continually well-prepared to teach or perform service.
 2. Provides organized delivery of instruction or service.
 3. Is consistent with the stated and approved goals and content of the course per the course outline of record.
 4. Inspires students to engage in subject matter.
 5. Uses standards of student feedback that are clear, fair and followed consistently.
 6. Requires course rigor sufficient to the mastery of the subject or skills in the course.
 7. Grades and returns student assignments and tests in a reasonable period of time.

8. Consistently assesses Student Learning Outcomes and uses the data to make appropriate changes to course materials and/or delivery of instruction.
9. Prepares complete course outlines and syllabi.
10. Via the appropriate process, makes revisions to course content as needed for currency; collaborates with department faculty on course content and methods.
11. Knowledgeable about and abides by college policies and procedures.

C. Additional responsibilities of Associate Faculty:

Until conditions in Article 11.1 are met, Associate Faculty shall continue the following additional responsibilities.

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

12.9 Credit Instructional Assignments:

The District will make initial credit assignments.

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

Bargaining unit members who have activity and non-classroom hourly assignments will not be included in assignment pools or included on an assignment ranking list.

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

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

- Service with the District.
- Educational preparation, specialization, and recency in discipline. Demonstrated knowledge and/or recency of training on teaching methodologies and measurement of learning outcomes.

- Demonstrated skills in meeting the needs of students with special needs.
- Satisfactory performance.
- Availability.
- Opportunity to enhance staff diversity.
- Recognized accomplishments that demonstrate expertise and skill in the field of study beyond that achieved through formal education or unique qualities that would enrich the educational offerings of the district.

12.10 Noncredit Assignments:

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

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

12.11 Absences:

12.11.1 Absences: If a bargaining unit member is too ill to fulfill his or her work schedule assignment or if an extraordinary emergency arises preventing him or her from fulfilling the assignment, he or she shall inform the appropriate work site office staff as soon as possible so that the district may inform the students in a timely manner. Only the program/site administrator may cancel a class or hire substitutes.

- 12.12 Decisions by the District: All decisions made by the District concerning workload, assignment, and support services will not be arbitrary or capricious.
- 12.13 Credit Lecture Size: For credit lecture classes with sixty (60) or more students at census, the instructor may select of two options, a stipend or a reader on the following bases:
1. 60-69 students - \$300 per unit of credit provided as a stipend or applied to the cost of a reader.
 2. 70-79 students – \$355 per unit of credit provided as a stipend or applied to the cost of a reader.
 3. 80-89 students – \$410 per unit of credit provided as a stipend or applied to the cost of a reader.
 4. 90-99 students – \$464 per unit of credit provided as a stipend or applied to the cost of a reader.
 5. 100-109 students – \$519 per unit of credit provided as a stipend or applied to the cost of a reader.
 6. 110-119 students – \$573 per unit of credit provided as a stipend or applied to the cost of a reader.
 7. 120-129 students – \$628 per unit of credit provided as a stipend or applied to the cost of a reader.
- 12.14 Bargaining unit members who teach courses that have the improvement of student writing identified as the primary goal of the course, who have student papers designed to meet this goal assigned on a regular basis and who have an added load factor for each of these courses shall receive 1.25 hours lecture unit compensation at their step and column placement on the salary schedule. Writing lab assignment hours shall be computed at the standard activity rate.
- 12.15 Professional Development: The district will offer bargaining unit members professional development opportunities designed to improve performance relative to Article 13 of this Agreement. Part-time faculty who participate in district sponsored professional development activities will receive up to two (2) hours additional pay per semester at the standard activity rate of pay.
- 12.15.1 Until conditions in article 11.1 are met, Associate faculty will participate in professional development as follows:
- 12.15.1.1 Two (2) all staff days (on the Thursday or Friday immediately prior to the first day of instruction for each semester) at six hours each; plus Professional development activities shall not generate load.

12.16 The district shall not require part-time faculty to attend any non-compensated meetings or other professional activities except all orientations for new and continuing bargaining unit members.

12.17 Services: An individual bargaining unit member will have, without charge to the member for his or her college assignment, access to available secretarial support, printing and media equipment and supplies, mailboxes, voicemail, and reasonable use for district business of intercampus mail, telephones, and facsimile machines.

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

12.19 Assignment of Part-Time Counselors and Service Faculty

The district retains the right to make assignments for all bargaining unit members.

A. The minimum qualifications as defined by the California Community College's Chancellor's Office and the district must be met before an assignment can be granted to counsel in specialized area.

B. Assignments will be made by the dean in consultation with the department chair in accordance with seniority rules. The district may cancel or change any assignment for administrative reasons, such as reduction in available counseling hours or other fiscal constraints.

C. Bargaining unit members will receive counseling assignments after regular and contract faculty assignments have been made. In the event a regular or contract faculty member's regular assignment is cancelled or reduced, the regular or contract faculty member may be assigned to counseling assignments previously assigned to a bargaining member.

12.19.1 Part-Time Counselor Preparatory Time

Preparatory time is time spent preparing for student contact.

Counselors with at least a twenty percent (20%) counseling load are eligible for preparatory time in accordance with the following schedule:

12.19.1.1 A bargaining unit member with a twenty percent (20%) counseling load for the Spring and Fall semesters, will qualify for one (1) hour of preparatory time per week.

12.19.1.2 A bargaining unit member with a forty percent (40%) counseling load for the Fall and Spring semesters, will qualify for two (2) hours of preparatory time per week.

12.19.1.3 A bargaining unit member with a sixty percent (60%) counseling load for the Spring and Fall semesters, will qualify for three (3) hours of preparatory time per week.12.20.2 Preparatory time shall be compensated at a rate of \$35 per hour.

ARTICLE 13: PERFORMANCE EVALUATION

- 13.1 Purpose and Intent: The primary purpose of the evaluation of faculty is the continued improvement of instruction and instructional support services at Allan Hancock College. Other purposes include the maintenance of quality in programs and instruction and the professional competence of the faculty. The evaluation process shall promote professionalism, enhance performance, and be closely linked with professional growth efforts. The evaluation shall not be arbitrary or capricious or discriminatory in scope or practice. Bargaining unit members will not be evaluated more than once in a semester.
- 13.2 Definitions:
- 13.2.1 Rating Scale: Rating scale consists of four categories: “S” Strong; “C” Competent; “NI” Needs Improvement; “U” Unsatisfactory.
- 13.2.2 Appropriate Evaluation Forms: The appropriate evaluation forms will be used in valuating bargaining unit members with different assignments. (For example there are separate forms for evaluating counselors and another for librarians.)
- 13.2.3 Assignment Period: A semester when a bargaining unit member has an Assignment as indicated on the Notice of Assignment.
- 13.2.4 Pool 1: Assignment Pool 1 consists of bargaining unit members with credit assignments who meet the requirements for Pool 1 as defined in Article 12.6.2.
- 13.2.5 Pool 2: All bargaining unit members who have completed the requirements for Pool 2 as defined in Article 12.6.3.
- 13.2.6 Gateway Evaluation: The evaluation in which a bargaining unit member must receive a rating of C or S in order to advance to Pool 2
- 13.2.7 Qualified Part-Time Faculty Evaluator: part-time faculty member chosen from pool 2 bargaining unit members and recommended by the department chair.
- 13.3 Evaluation Schedule for Bargaining Unit Members:
- 13.3.1 With Credit Assignments Greater Than 0.10:
- 13.3.1.1 Bargaining unit members will be evaluated during each of their first two Assignment Periods. Bargaining unit members who receive a rating of NI on either of these two (2) evaluations will be reevaluated during their next Assignment Period or during an out of cycle evaluation. Bargaining unit members who receive a rating of NI or U will not be rehired. Following the first two Assignment Period evaluations, faculty

will be evaluated on three-year cycle (or on an every seventh Assignment Period schedule as long as that schedule does not exceed three years) except when an off-cycle evaluation is necessitated.

13.3.1.2 A bargaining unit member who exhibits behavior that places students or the district at risk may be dismissed for just and sufficient cause (Article 17).

13.3.2 Timeliness: The District shall make every reasonable effort to evaluate bargaining unit employees as scheduled. The overall evaluation timeline will be established each term/semester by the District. Within this timeline specific dates to complete each component will be established between the evaluator and evaluatee.

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

13.3.4 Credit Assignments Less Than 0.10

Bargaining unit members with a total credit assignment of less than 0.10 may not be reviewed.

13.4 Evaluator Selection

The department chair or District designee shall select the evaluator, who can be an academic administrator, department chair, full-time faculty, qualified part-time faculty or qualified District designee. By the date set forth in the evaluation timeline, the department chair or District designee shall notify the evaluatee and shall provide information regarding the process. If the evaluatee objects to the assigned evaluator, he or she may submit to the department chair or District designee or appropriate administrator the names of up to three alternate qualified evaluators from within the discipline or from a closely related discipline. In consultation with the department chair or District designee, the appropriate dean or administrator may select one of the alternate evaluators or recommend other qualified evaluators.

13.5 Evaluator Compensation

Compensation for completed evaluations shall be a stipend of \$150.00.

13.6 Evaluation Procedures for Bargaining Unit Members with Credit Assignments:

The evaluation procedure will consist of the following:

1. The department chair selects an evaluator in accordance with article 13.4.
2. The evaluator will complete standards 7-20 on the evaluation form. The department chair will complete standards 1-6 and other necessary documentation per Section 13.4.2 to prepare a Final Report.
3. The evaluator will present and discuss the Classroom/Worksite Observation form with the evaluatee.
4. The department chair and administrator will review and sign the Final Report.
5. The evaluatee will acknowledge having reviewed the Final Report by signing the report and be given a copy.
6. The evaluatee may prepare a written response to the Final Report.
7. The Final Report and any written response will be included in the evaluatee's personnel file.

13.6.1 Credit and Noncredit Evaluation Components:

- 13.6.1.1 Self Evaluation: The Self Evaluation form will be completed by the evaluatee and provided to the department chair by the scheduled date.
- 13.6.1.2 Student Evaluation: For each of the evaluatee's classes, within the scheduled dates a student will be selected to administer the student evaluations. This student will obtain a packet containing the Student Evaluation Forms and instructions and while the evaluatee is outside of the classroom, distribute the Student Evaluation Forms, collect them when completed, and return the sealed and signed packet to the department chair.
- 13.6.1.3 Response to Student Evaluation: By the scheduled date, the evaluatee will receive copies of the tallied section of the Student Evaluation Forms for each class. After reviewing these copies, the evaluatee will complete a Response to Student Evaluations Form for each class and return the response form(s) to the department chair by the scheduled date. Written comments on the Student Evaluation Forms will be returned to the evaluatee in a sealed envelope at the end of the semester or term.
- 13.6.1.4 Classroom Observations: By mutual agreement of the evaluator and the evaluatee, a range of dates for the classroom observation will be agreed upon prior to the observation taking place. Observations may occur in each class taught and will be performed by the evaluator

within the scheduled dates. After performing the classroom observation(s), the evaluator will complete standards 7-20 of the Part-Time Faculty Evaluation Rating Form using the Part-Time Faculty Evaluation Rubric by the scheduled date. The evaluator will discuss the observation ratings with the evaluatee. Whether or not a formal evaluation process is occurring, classroom observations by an appropriate administrator or District designee may occur at any time.

13.6.1.5 Other Factors: The department chair, with any necessary input from the evaluatee, will rate standards 1-6 of the Part-Time Faculty Evaluation Rating Form by the scheduled date. Any documented commendations or concerns provided by the department chair and/or the appropriate administrator may be used to complete these standards. Any documents used must be included in the Final Report.

13.6.1.6 Final Report: After all standards of the Part-Time Faculty Evaluation Rating Form are complete and tallied, the evaluation rating will be either an S, C, NI or U. The final report will be signed by the evaluator, the department chair, and the appropriate administrator. If an NI or U is designated, the department chair and dean will review the Final Report with the evaluatee. If rated S or C, upon request, the department chair and dean will review the Final Report. The evaluatee will sign acknowledging receipt of the report. Based on the review of the Final Report, the evaluator and evaluatee may develop goals and/or an improvement plan to be undertaken and completed by the next performance evaluation. The evaluatee's signature does not signify agreement with the Final Report.

13.6.1.6.1 NI or U Ratings:

A bargaining unit member who exhibits behavior that places students or the district at risk may be dismissed for just and sufficient cause (Article 17).

13.6.1.7 Response to Final Report: The evaluatee may submit a written response to the Final Report to the academic dean within ten (10) business days after receipt. A business day is any day during which the central administration office of the District is open for business. The response time of ten (10) business days after receipt can be extended by mutual agreement by the District and the evaluatee.

13.6.1.8 Filing of Evaluation Materials: The Final Report and any written response thereto by the evaluatee will be included in the evaluatee's official personnel file.

13.7 Evaluation Procedures for Bargaining Unit Members with Non-instructional and Service Assignments:

The evaluation procedure will consist of:

- The department chair selects an evaluator in accordance with article 13.4.
- the evaluator notifying the evaluatee and providing him or her with information regarding the process.
- the evaluator completing all evaluation components and other necessary documentation per Section 13.5.2 to prepare a Final Report.
- the appropriate administrator reviewing and signing the Final Report.
- the evaluator presenting and discussing the Final Report with the evaluatee.
- the evaluatee acknowledging having reviewed the Final Report by signature and given a copy.
- a chance for the evaluatee to prepare a written response to the Final Report.
- inclusion of the Final Report and any written response thereto in the evaluatee's personnel file.

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

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

13.7.2 Non-instructional and Service Evaluation Components:

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

13.7.2.1 Self Evaluation: The Self Evaluation form will be completed by the evaluatee and provided to the evaluator by the scheduled date.

13.7.2.2 Student Evaluation: If applicable, the appropriate administrator or District designee shall distribute, administer, and collect the Student Evaluation Forms within the scheduled dates.

13.7.2.3 Response to Student Evaluation: If student evaluations were done, the evaluatee will receive copies of the Student Evaluation Forms by the scheduled date. After reviewing these copies, the evaluatee will complete a Response to Student Evaluations Form and return the response form to the evaluator by the scheduled date.

13.7.2.4 Worksite Observations: Worksite observations will take place during the shift(s) assigned to the bargaining unit member and will be performed by the evaluator within the scheduled dates. Whether or not a formal evaluation process is occurring, worksite observations by an appropriate administrator or District designee may occur at any time.

13.7.2.5 Final Report: Upon completion of the applicable evaluation components, the evaluator will complete the Evaluation Rating Form. Any documented commendations or concerns provided by the appropriate administrator may be used to complete the Evaluation Rating. Any documents used must be included in the Final Report. The final report will be signed by the evaluator, the department chair, and the appropriate administrator. If a NI or U is designated, the department chair and dean will review the Final Report with the evaluatee. If rated S or C, upon request, the department chair and dean will review the Final report. The Final Report will go to the dean for signature. The evaluatee will sign acknowledging receipt of the report. Based on the review of the Final Report, the evaluator and evaluatee may develop goals and/or an improvement plan to be undertaken and completed by the next performance evaluation. The evaluatee's signature does not signify agreement with the Final Report.

13.7.2.5.1 NI or U Ratings:

A bargaining unit member who exhibits behavior that places students or the district at risk may be dismissed for just and sufficient cause (Article 17).

13.7.2.6 Response to Final Report: The evaluatee may submit a written response to the Final Report to the appropriate administrator within ten (10) business days after receipt. A business day is any day during which the central administration office of the District is open for business. The response time of ten (10) business days after receipt can be extended by mutual agreement by the District and the evaluatee.

13.7.3 Filing of Evaluation Materials: The Final Report and any written response thereto by the evaluatee will be included in the evaluatee's official personnel file.

13.8 The contents of evaluations of bargaining unit members are not subject to the grievance procedures set forth in Article 6; however, a violation of the evaluation process may be grieved.

ARTICLE 14: OFFICE HOURS

- 14.1 Program: Allan Hancock College will provide paid office hours for bargaining unit members with credit assignments who meet the requirements of Section 14.3.
- 14.2 Purpose and Requirements: Office hours will be scheduled in order to ensure maximum availability for student consultation, will be held in an appropriate location on campus or the center as requested and assigned, and must be held in conjunction with a regular schedule listed on course syllabi submitted to and approved by the appropriate dean/director at the beginning of each semester, term within a semester (term), or summer session. Any temporary change in office hours must be reported in advance to the appropriate administrator. Any permanent change in office hours must be requested in writing to and approved by the appropriate dean at least two (2) weeks prior to the change becoming effective.
- 14.3 Eligibility: To be eligible for consideration for office hours, bargaining unit members with credit assignments must:
- 14.3.1 A bargaining unit member with a twenty percent (20%) lecture load for the Spring and Fall semesters, will qualify for one (1) office hour per week.
 - 14.3.2 A bargaining unit member with a forty percent (40%) lecture load for the Fall and Spring semesters, will qualify for two (2) office hours per week.
 - 14.3.3 A bargaining unit member with a sixty percent (60%) lecture load for the Spring and Fall semesters, will qualify for three (3) office hours per week.
- A bargaining unit member who meets the eligibility requirements of this Article need not apply for an office hour, but must submit a time sheet in accordance with Section 14.7 to be compensated. Until conditions in Article 11.1 are met, Associate Faculty will be required to hold office hours in accordance with Article 14.3.
- 14.4 Number of Weeks: Eligible bargaining unit members will be given office hours for the duration set forth in Section 14.3.
- 14.4.1 Semester Sessions: The office hours will be from week one (1) through fifteen (15) of each semester.
 - 14.4.2 Term and Summer Sessions: The office hours will be from week one (1) through the length of instruction for the term or summer session, excluding the last week.

- 14.5 Compensation: Eligible bargaining unit members with credit assignments will be compensated at \$35.00 per hour.
- 14.6 Length of Office Hour: An office hour is no less than sixty (60) minutes in length.
- 14.7 Time Sheet: Office hours must be reported on a time sheet approved by the district for payment. To be compensated for office hours, the time sheet must be submitted to the appropriate dean/director no later than the end of finals week for the semester, term or summer session during which the office hours were held.
- 14.8 Office Space: The district will make arrangements for bargaining unit members to have access to an office space, work room or available classroom for the purpose of assisting students and returning telephone calls related to college work. If computer access is not available in the office or room used by the bargaining unit member, he/she may use the computers in other campus locations designated as available for use by bargaining unit members. This Agreement does not commit the district to provide additional office space or equipment.
- 14.9 Load Factor: Paid office hours do not count toward the sixty-seven percent (67%) load factor.
- 14.10 Online Office Hours:
- 14.10.1 Bargaining unit members who are teaching distance education courses (utilizing web technology) during a semester, term within a semester (term), or summer session may choose to designate an online office hour, proportional to the load of online courses taught.
 - 14.10.2 During this online hour, the bargaining unit member is expected to be logged on to the computer and immediately available to respond to all students through email, a discussion board, chat board, or other online means of communication, as appropriate.
 - 14.10.3 This online office hour must be scheduled and posted at a regular day and time each week, just like a regular office hour, though the bargaining unit member may choose to physically hold this online hour off-campus as long as he/she has full computer access at the off-campus location. Information regarding online office hours must be posted along with other office hours within the

designated area for posting office hour information. Information regarding virtual and on campus office hours must also be posted within all course syllabi in the given semester of approval.

- 14.10.4 Nothing in this section will limit or preclude the bargaining unit member from holding his/her office hours related to their other (non-online) classes in accordance with the rest of this article.

ARTICLE 15: COUNCILS AND COMMITTEES

- 15.1 Membership: CFT/PFA will make all appointments of bargaining unit members employed by the district in a faculty assignment for at least one (1) semester during the academic year of the appointment to serve as CFT/PFA representatives on councils or committees as identified in the Councils and Committees Pathways to Decisions manual. The CFT/PFA shall provide the district the names of bargaining unit members who shall serve on these committees at the time of appointment.
- 15.2 Professional Development Fund: A fund of no less than \$20,000 shall be provided by the District annually in academic years 2020-2023. This allocation is provided to the Academic Senate and is intended only for distribution to part-time and associate faculty via established Academic Senate processes.
- 15.2.1 Activities compensated under this fund shall be approved by the Academic Senate and may include: department retreats, councils and committee meetings, and other professional development opportunities.
- 15.2.2 Associate faculty who are already compensated for particular professional development activities as defined by articles 12.10 and 12.16 shall not be eligible for additional dollars for those same activities.

ARTICLE 16: RETIREMENT

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

ARTICLE 17: DISCIPLINARY ACTION

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

ARTICLE 18: ORGANIZATIONAL SECURITY

18.1 Definitions:

18.1.1 An "Association Member" is defined as a bargaining unit member who has provided the CFT/PFA with an application for membership.

18.2 Association Membership: Any bargaining unit member can sign a membership application form in order to join CFT/PFA at any time during their employment with the District. CFT/PFA will provide a copy of the membership application form to business services within thirty (30) days.

18.3 District Responsibilities: With respect to all sums deducted by the district pursuant to authorization of the employee, the district agrees promptly to remit such monies to the CFT/PFA together with an alphabetical list of bargaining unit members the amount of each member's deduction.

18.4 The CFT/PFA agrees to save and hold harmless the district from all claims, demands, suits, or any other action arising as a result of the enforcement of this article of the Agreement and agrees to assume the defense upon request of the district in connection with any legal proceedings under this article.

18.5 Maintenance of Dues Checkoff: Employee dues deductions will stop when the District is directed by the Association to stop the payroll deduction.

ARTICLE 19: ENTIRE AGREEMENT

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

ARTICLE 20: PARITY

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

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

20.2 Definition: When office hours and other such activities as meetings, conferences, and professional development and non-teaching, departmental, or institutional activities such as committees and curriculum development are excluded, parity is defined as 81% (eighty-one percent) of the work commitment of full-time credit instructors (30 hours is 81% of the 37 hour full-time faculty workweek). The 81% (eighty-one percent) figure is derived by apportioning that portion of the commitment devoted by full-time credit instructors to teaching or non-teaching assignments; preparation for class or for non-teaching assignment (e.g., work done by counselors or librarians); communication with students; and grading. Comparable work is thus defined as teaching or non-teaching assignments; preparation for class or for non-teaching assignments; communication with students; and grading. For purposes of this Agreement, it is assumed that a full-time credit instructor spends 81% (eighty-one percent) of his or her contract load in the above named activities.

20.3 Computation of Parity: Parity shall be based on the ratio of instruction or service to preparation time. That ratio shall be based upon 81% or the ratios applicable to full-time faculty. For example, a full-time faculty member teaching 15 hours of instruction per week is allocated 15 hours of preparation time at a 1:1 ratio.

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

*Non-Instructional activities do not have prep time.

ARTICLE 21: NO DISCRIMINATION

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

ARTICLE 22: PARKING PERMITS

- 22.1 The District shall provide each member of the bargaining unit member with a staff parking permit for the semester or semesters in which they are currently working.
- 22.2 The parking permit shall be portable and may be used on multiple vehicles. Each employee shall be issued one permit only.
- 22.3 Employees will be responsible for contacting campus security when their vehicle information, address, or phone number changes or if the permit is lost or stolen.
- 22.4 The CFT/PFA will receive five (5) staff parking permits annually to be used by CFT/PFA representatives for business use. CFT/PFA will notify the Human Resources department no less than one (1) week prior to the start of the fall semester to obtain the parking permits.

Appendix A: Salary Schedules – Part-Time Faculty



ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT
PART-TIME FACULTY SALARY SCHEDULES (Credit & Service)
Effective Fall 2019 Term

Lecture Rates – 2.18% COLA							
STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI	COLUMN VII
1	48.00	51.68	53.26	55.90	58.70	61.62	65.34
2	50.33	54.06	55.69	58.45	61.39	64.44	68.33
3	52.69	56.38	58.07	60.98	64.02	67.20	71.26
4	54.98	58.69	60.45	63.46	66.63	69.98	73.50
5	57.39	61.06	62.90	66.05	69.37	72.80	77.19
6	59.72	63.43	65.34	68.58	72.06	75.67	80.18
7	61.87	65.68	67.67	71.05	74.60	78.33	83.05

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Lab Rates – 2.18% COLA							
STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI	COLUMN VII
1	41.80	45.04	46.36	48.70	51.11	53.65	56.91
2	43.81	47.08	48.48	50.90	53.46	56.13	59.49
3	45.89	49.12	50.59	53.08	55.73	58.53	62.06
4	47.88	51.10	52.67	55.27	58.03	60.93	64.00
5	50.01	53.18	54.75	57.51	60.39	63.40	67.21
6	51.97	55.25	56.91	60.11	62.75	65.87	69.81
7	53.88	57.22	58.92	61.85	64.94	68.22	72.31

SS-71

Activity & Non-Classroom Rates – 2.18% COLA							
STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI	COLUMN VII
1	30.89	33.61	33.61	34.27	36.72	40.09	43.44
2	32.38	35.13	35.13	35.82	38.29	41.67	45.04
3	33.88	36.66	36.66	37.36	39.84	43.23	46.66
4	35.36	38.18	38.18	38.88	41.37	44.80	48.21
5	36.96	39.73	39.73	40.48	42.93	46.41	49.83
6	38.42	41.25	41.25	42.02	44.50	47.97	51.41
7	39.81	42.74	42.74	43.54	46.06	49.69	53.26

SS-72

Service Faculty Rates – 2.18% COLA							
STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI	COLUMN VII
1	37.06	40.32	40.32	41.12	44.08	48.11	52.12
2	38.84	42.16	42.16	42.97	45.94	50.01	54.02
3	40.67	44.00	44.00	44.83	47.81	51.88	55.98
4	42.45	45.83	45.83	46.68	49.64	53.77	57.86
5	44.33	47.67	47.67	48.59	51.51	55.69	59.80
6	46.10	49.50	49.50	50.42	53.39	57.57	61.70
7	47.78	51.28	51.28	52.24	55.28	59.63	63.89

SS-73

CLASS DEFINITIONS FOR SALARY PLACEMENT

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

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

COLUMN III (A) Bachelor's degree from an accredited institution and 2 years of related professional experience and appropriate certification to practice or licensure if available.
(B) Bachelor's degree from an accredited institution and appropriate and valid California community college credential in a specific vocational subject matter.

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

COLUMN V (A) Master's degree from an accredited institution plus 18 upper division or graduate semester units from an accredited institution issued after master's degree.
(B) Bachelor's degree from an accredited institution plus 60 upper division or graduate semester units from an accredited institution issued after bachelor's degree.

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

COLUMN VII (A) Doctoral degree from an accredited institution.



ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT

PART-TIME FACULTY SALARY SCHEDULES (Noncredit)

Effective Fall 2019 Term

Instructional – 2.18% COLA					Activity & Non-Classroom – 2.18% COLA				
STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV
1	43.05	45.24	47.43	49.60	1	30.89	33.08	35.26	37.45
2	45.14	47.32	49.52	51.69	2	32.38	34.56	36.75	38.94
3	47.25	49.43	51.63	53.81	3	33.88	36.08	38.29	40.47
4	49.29	51.47	53.65	55.84	4	35.36	37.55	39.74	41.93
5	51.47	53.66	55.87	58.05	5	36.96	39.15	41.33	43.52
6	53.53	55.72	57.93	60.10	6	38.42	40.61	42.80	44.99
7	55.45	57.67	59.86	62.05	7	39.81	42.00	44.19	46.37

SS-74

SS75

COLUMN I All noncredit instructors who do not qualify for Column II.

COLUMN II Bachelor’s degree or higher from an accredited institution in a discipline specific to the teaching assignment.

COLUMN III Master’s degree from an accredited institution in a discipline specific to the teaching assignment.

COLUMN IV Doctoral degree from an accredited institution in a discipline specific to the teaching assignment.

Appendix B: Salary Schedules – Associate Faculty



ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT

ASSOCIATE FACULTY SALARY SCHEDULES

Effective Fall 2019 Term

Lecture Rates – 2.18% COLA							
STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI	COLUMN VII
1	50.41	54.26	55.91	58.70	61.63	64.70	68.61
2	52.85	56.77	58.48	61.37	64.46	67.66	71.73
3	55.32	59.20	60.97	64.03	67.22	70.56	74.83
4	57.72	61.62	63.47	66.64	69.95	73.48	77.18
5	60.27	64.12	66.05	69.35	72.84	76.45	81.04
6	62.71	66.61	68.61	72.02	75.65	79.47	84.19
7	64.97	68.97	71.06	74.60	78.34	82.25	87.20
8	67.63	71.81	73.98	77.69	81.56	85.64	90.79

SS-76

Lab Rates – 2.18% COLA							
STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI	COLUMN VII
1	43.90	47.29	48.68	51.13	53.66	56.34	59.77
2	46.01	49.43	50.92	53.44	56.14	58.93	62.47
3	48.19	51.57	53.11	55.74	58.52	61.45	65.16
4	50.28	53.65	55.30	58.04	60.93	63.97	67.20
5	52.50	55.84	57.49	60.38	63.40	66.58	70.57
6	54.57	58.02	59.77	63.13	65.89	69.17	73.30
7	56.57	60.08	61.86	64.95	68.17	71.63	75.94
8	58.90	62.56	64.41	67.63	70.98	74.58	79.07

SS-77

Activity & Non-Classroom Rates – 2.18% COLA							
STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI	COLUMN VII
1	32.44	35.29	35.29	35.99	38.56	42.09	45.60
2	34.01	36.89	36.89	37.61	40.20	43.74	47.29
3	35.58	38.49	38.49	39.24	41.83	45.40	48.99
4	37.13	40.10	40.10	40.82	43.45	47.03	50.62
5	38.81	41.72	41.72	42.51	45.07	48.73	52.33
6	40.34	43.31	43.31	44.12	46.72	50.37	53.98
7	41.79	44.87	44.87	45.72	48.36	52.17	55.91
8	43.51	46.72	46.72	47.60	50.35	54.32	58.21

SS-78

Service Faculty Rates – 2.18% COLA							
STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI	COLUMN VII
1	38.91	42.34	42.34	43.17	46.29	50.51	54.73
2	40.78	44.26	44.26	45.12	48.24	52.50	56.73
3	42.70	46.21	46.21	47.07	50.20	54.47	58.78
4	44.57	48.12	48.12	49.01	52.13	56.44	60.76
5	46.54	50.05	50.05	51.02	54.08	58.48	62.78
6	48.41	51.97	51.97	52.93	56.06	60.45	64.78
7	50.17	53.86	53.86	54.85	58.05	62.62	67.08
8	52.24	56.08	56.08	57.11	60.44	65.20	69.84

SS-79

CLASS DEFINITIONS FOR SALARY PLACEMENT

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

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

COLUMN III (A) Bachelor's degree from an accredited institution and 2 years of related professional experience and appropriate certification to practice or licensure if available.
(B) Bachelor's degree from an accredited institution and appropriate and valid California community college credential in a specific vocational subject matter.

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

COLUMN V (A) Master's degree from an accredited institution plus 18 upper division or graduate semester units from an accredited institution issued after master's degree.
(B) Bachelor's degree from an accredited institution plus 60 upper division or graduate semester units from an accredited institution issued after bachelor's degree.

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

COLUMN VII (A) Doctoral degree from an accredited institution.

Appendix C: Salary Schedules – Head Coaches



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

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

SS-90

R 7/17

R2/15

R 7/09

Board approval June 20, 2006

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

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

Appendix D: Grievance Forms



ALLAN HANCOCK COLLEGE
OFFICE OF HUMAN RESOURCES

PART-TIME FACULTY GRIEVANCE – LEVEL II

Grievant's Name (If CFT/PFA is grievant, list bargaining unit members affected.)		Work Phone	
		Dept/Division	
Date of Alleged Violation	Immediate Supervisor's Name	Date of Informal Discussion	Date of Oral Response

Date of Filing Level II Grievance with Supervisor	Specific Section (s) Of The Contract Grievant Believes Have Been Violated
Statement Of Grievance (Give specific grounds and include names, dates, and places necessary for a complete understanding of the grievance.)	
Specific Actions Which Will Remedy The Grievance	
Grievant's Signature	Date Signed

Date Received By Immediate Supervisor	Grievance Resolved YES NO	Date of Conference
Level II Decision		
Immediate Supervisor's Signature	Date Signed	
Grievant's Signature If Grievance Is Resolved	Date Signed	

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

ALLAN HANCOCK COLLEGE
OFFICE OF HUMAN RESOURCES

PART-TIME FACULTY GRIEVANCE – LEVEL III

Grievant's Name (If CFT/PFA is grievant, list bargaining unit members affected.)	Work Phone
	Dept/Division

Copy of Level II Grievance Attached

Statement Of Reason(s) For Appeal:	
Grievant's Signature	Date Signed

Date Received By District Grievance Officer	Grievance Resolved YES NO	Date of Conference
Level III Decision		
District Grievance Officer's Signature		Date Signed
Grievant's Signature If Grievance Is Resolved		Date Signed

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

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