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2016-2019 Successor Agreement

Between

PERALTA COMMUNITY COLLEGE DISTRICT

And

PERALTA FEDERATION OF TEACHERS

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1 **ARTICLE 1 : RECOGNITION**

2 *Information on the definition of the bargaining unit and its*
3 *members.*

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

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

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

1 **ARTICLE 2 : SUPPORT OF AGREEMENT**

2 *Information on mutual support of agreement.*

3

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

8

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

12

1 **ARTICLE 3 : EFFECT OF AGREEMENT**

2 *Information on agreement taking precedent over District*
3 *practices and procedures*

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

1 **ARTICLE 4 : ACADEMIC FREEDOM**

2 *Statement of faculty freedom concerning their instruction*

3

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

8

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

12

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

1 **ARTICLE 5 : NON-DISCRIMINATION**

2 *Statement of the mutual commitment of the District and the*
3 *Federation to non-discrimination.*
4

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

11
12 Allegations that a member of the unit has been adversely affected by a misinterpretation,
13 misapplication or violation of this provision of the Agreement shall not be subject to the
14 arbitration step (Article 19 Step 4.b.) of the Agreement.
15

16 PCCD and PFT agree to collaborate on providing annual training to faculty
17 regarding discrimination and harassment.

1 **ARTICLE 6 : FEDERATION RIGHTS**

2 *Federation rights in relation to District.*

3
4
5 **A. Legal, Unrestricted and Non-confidential Information**

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

16
17 **B. Board Policies**

- 18
19 1. The District shall provide the Federation with one (1) book of the Peralta Policy
20 and Procedures Manual. During the term of this Agreement, the District shall provide
21 the Federation with copies any changes, additions, alterations, or deletions to this
22 book.
- 23
24 2. Proposed Board Policies and Administrative Procedures
- 25
26 a. At least 30 working days before a proposed District Board Policy or
27 Administrative Procedure is presented to the Planning and Budget Council
28 (“PBC”), the District will make a good faith effort to notify PFT of the proposed
29 District Board Policy or Administrative Procedure by sending the text of the
30 proposed Board Policy or Administrative Procedure via email to both the PFT
31 President and the PFT Chief Negotiator.
- 32
33 b. The PFT shall, within 10 working days of receipt, notify the District of any
34 proposed District Board Policy or Administrative Procedure which the PFT
35 believes contains items which are negotiable. As part of that response, the PFT
36 shall inform the District as to which aspects of the Policy or Procedure it
37 believes are negotiable and the reason(s) for PFT’s belief. The Union does not,
38 by agreeing to provide such notice, waive its right to subsequently identify
39 additional negotiable effects or impacts. If either party requires more time to
40 review the proposal, or requires information relevant to deciding whether the
41 decision or effects require negotiations, it may request additional time to review
42 the matter. If the parties cannot mutually agree to allow additional time, PFT

1 does not waive any rights it has to challenge the District's action under EERA,
2 Gov. Code Sections 3540 et seq. in moving forward with the proposal.

3
4 c. The District shall respond to the PFT within ten working days of receipt of any
5 PFT notification above and inform the PFT of the following:

- 6
7 1) Whether the District agrees or disagrees with PFT's contention(s) of
8 negotiability; and
9 2) If the District disagrees with any contention of negotiability, the District
10 shall so state and shall state the reason for its position.

11
12 d. If the District and the PFT agree that items in a District Board Policy or
13 Administrative Procedure are negotiable, both sides shall make a good faith
14 effort to meet and come to an agreement on these issues before the Board Policy
15 or Procedure is submitted to the Planning and Budget Council.

16
17 e. If the District and the PFT disagree on whether an item is negotiable, both sides
18 shall nonetheless make a good faith effort to meet, discuss, and resolve their
19 differences before the proposed Board Policy or Administrative Procedure is
20 presented to the Planning and Budget Council (PBC).

21
22 f. Nothing in this agreement is intended to supersede or override Article 3 of the
23 CBA.

24
25 **C. Board Minutes**

26
27 The District shall furnish the Federation with two (2) copies of all official Board minutes
28 and two (2) copies of each Board agenda "packet," excluding only confidential
29 information or material defined by applicable law.

30
31 **D. Facilities Usage**

32
33 The Federation shall have the right of access at reasonable times to areas in which
34 employees work, the right to use institutional bulletin boards, mailboxes, and other means
35 of communication, subject to reasonable regulation, as well as the right to use
36 institutional facilities and equipment, provided that such use or access shall not interfere
37 with, nor interrupt, normal District or college operations nor cause an additional
38 maintenance cost to the District. Upon advance request, and with approval of the college
39 or District, the Federation will be granted the use of facilities.

40
41 The District shall make a good faith effort to provide the PFT and its local college
42 officers with use of private office space and a telephone extension at each of the colleges
43 and at the District Office.

1 E. Copies of this Agreement

2
3 Three hundred (300) copies of this Agreement shall be printed at the expense of the
4 District and delivered to the union office within ninety (90) working days after its
5 ratification by faculty members and formal adoption by the Board of Trustees. The
6 District shall also maintain this contract on the District's website.
7

8 F. Federation/District Consultation

9
10 Designated representatives of the District and the Federation shall meet at least once a
11 month to review the implementation and administration of this contract and attempt to
12 resolve whatever differences and problems that might arise.
13

14 Representatives of the PFT shall also meet with college administrators at least once a
15 month to resolve problems that might arise at that level.
16

17 The Federation shall extend an invitation to the Chancellor to meet and confer with the
18 Executive Board of the PFT at least two (2) times a year on a mutually agreeable date
19 and agenda.
20

21 The Chancellor shall designate at least one (1) PFT faculty seat on the following
22 committees/councils:
23

- 24 1. Budget Advisory Committee (BAC);
- 25 2. Chancellor's Policy Advisory Committee (CPAC);
- 26 3. Council on Instruction, Planning and Development;
- 27 4. Safety Committee;
- 28 5. AB 1725 Joint Governance Committees; and
- 29 6. Facilities Usage Committee.
30

31 G. Professional Dues and Payroll Deductions

32
33 1. The District shall, upon proper receipt of authorization, deduct from the salary
34 warrants of all faculty members, including part-time faculty, the following:
35

- 36 a. State and Federal required deductions;
- 37 b. Dues to the following professional associations:
38
39 1) Peralta Federation of Teachers;
- 40 2) Faculty Association, California Community Colleges;
- 41 3) Academic Senate (District and Colleges);
- 42 4) California Higher Education Association;
- 43 5) California Association of Educators.
44

- 1 c. Amounts for the purchase of tax-deferred annuities approved by the Board
2 (there are currently over 80 approved annuities);
3 d. Payments to credit unions listed below:
4
5 1) City and County Employee's Credit Union;
6 2) Alameda Municipal Credit Union;
7 3) California Federation of Teachers Credit Union;
8 4) All currently outstanding CTA Credit Union withholdings contracted prior
9 to June, 1984;
10 5) Provident Central Credit Union.
11
12 e. Amounts for the purchase of U.S. Savings Bonds;
13 f. Contributions to:
14
15 1) United Way of the Bay Area;
16 2) The Progressive Way;
17 3) Bay Area Black United Fund;
18 4) Bay Area CHAD (Combined Health Agencies Drive);
19 5) The Peralta Foundation;
20 6) The Environmental Federation of California;
21 7) Laney Activities Association
22
23 g. District approved life insurance premiums;
24 h. District approved disability insurance premiums;
25 i. PFT Political Action Committee contributions;
26 j. State Teachers' Retirement System (STRS) deductions;
27 k. The STRS Cash Balance Program, so long as District contributions are the same
28 as or less than the then current Social Security Contribution;
29 l. In addition to the above, deductions which the Peralta Board may approve in the
30 future.
31
32 2. The Board shall deduct from the pay of each faculty member of the bargaining unit
33 from whom it receives written authorization to do so the required amount of dues
34 to the Federation. The Board shall deduct one-twelfth (1/12) of such dues from the
35 regular check of the faculty member for twelve (12) months.
36
37 3. The total amount of dues deducted, together with a list of faculty members from whose
38 pay they were deducted, along with the amount deducted from each faculty member
39 and a list of faculty members who had authorized such deductions and those from
40 whom no deductions were made, shall be forwarded to the Federation office no later
41 than thirty (30) days after such deductions were made. The payroll deduction
42 authorization form shall be shown in the Appendix. The same procedure shall apply
43 to PFT/PAC.
44

- 1 4. Upon appropriate written authorization from the faculty member, Board shall deduct
2 from the salary of such faculty member deductions which were authorized as of the
3 effective date of this Agreement or which the Peralta Board may approve in the
4 future.
5

6 **H. Organizational Security**
7

- 8 1. All faculty members covered by the PFT/PCCD Agreement shall be subject to
9 payroll deductions of monies as provided herein. All faculty members shall either
10 maintain membership in the Federation or pay a service fee as provided herein in
11 options 2 and 3. There shall be established an automatic monthly payroll deduction
12 from the monthly paycheck of an amount equal to Federation dues under one of the
13 following three options:
14
- 15 a. Option #1. Federation dues and assessments. Payable monthly to the
16 Federation.
17
 - 18 b. Option #2. Except as provided elsewhere in this Article, all faculty employees
19 who are not dues paying members of the Federation shall pay a service fee equal
20 to monthly dues and assessments payable monthly to the Federation. (Said fee
21 shall be determined annually by the Federation in conformance with applicable
22 state and federal law. In addition to the annually determined fee, said service
23 fee shall include an amount equivalent to any assessment of members less
24 any deductions or rebates required by law.) Disputes over service fee
25 determination are not subject to the grievance procedure set forth in this
26 Agreement.
27
 - 28 c. Option #3. Any faculty member who has religious objections to joining or
29 financially supporting an employee organization, and who so affirms in writing
30 to the parties to this Agreement (and subject to review by PFT), shall, in lieu of
31 Federation membership dues and assessments or a service fee, have an equal
32 amount deducted from his/her monthly paycheck, with such deduction
33 deposited to a scholarship fund established by the Federation. Previous or
34 current membership in, or current financial support of, any employee
35 organization or other faculty organization whose purpose is to represent
36 employees regarding matters related to wages, hours, or working conditions
37 (e.g., FACCC) may disqualify an employee from participating in Option#3.
38
- 39 2. The District shall begin making deductions from the monthly paychecks of
40 each faculty employee in accordance with the provisions of this Article beginning
41 with the faculty member's first paycheck.
42
- 43 3. Upon receipt of individual deduction authorization forms from Federation members
44 choosing Option #1 above, the District shall deduct from each such employee's

1 monthly paycheck the amount of Federation dues and assessments as specified
2 therein. The Federation shall provide the District with schedules of dues to be used
3 in this process.

4
5 4. In the case of faculty employees who are not dues paying Federation members, and
6 who do not participate in Option #1 or #3 above, the District shall deduct from their
7 monthly paychecks service fees according to schedules provided to the District by
8 the Federation for the deduction of these fees.

9
10 5. As for all faculty employees who qualify for and choose to participate in Option #3
11 above, the District shall deduct from their monthly paycheck the amounts
12 specified in the schedules supplied by the Federation. Such amounts shall equal
13 those deducted under Option #2 above.

14
15 6. The District shall forward to the Federation within fifteen (15) days after
16 deductions, the amount of deductions specified in 1.a, 1.b, and 1.c above. Such
17 payments shall be accompanied by deduction registers to facilitate a proper
18 accounting of monies owed, received and paid. The Federation shall upon thirty
19 (30) days advance notice have the right to periodically revise schedules of
20 deductions it provides to the District under the provisions of this Article.

21
22 7. The PFT agrees that, in the event of litigation against the District by or on the part of
23 employees arising out of implementation of this Article, it will defend and indemnify
24 and hold harmless the District, its agents, or employees for any monetary award
25 arising out of such litigation.

26
27 **I. Grievance Processing Released Time**

28
29 The District will grant released time to the President of the Federation or his/her designee
30 and to a Federation representative at each campus, who shall be identified and
31 designated annually by the Federation, to perform services directly involved in the
32 handling of grievances including grievances related to disciplinary action. If such
33 grievance hearing is scheduled during duty hours, the grievant and his/her representative
34 shall be considered on released time.

35
36 **J. Release Time**

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

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K. Federation Rights

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

1 **ARTICLE 7 : MANAGEMENT RIGHTS**

2 *Recognition of District Management*

3
4
5 The Federation recognizes and agrees that the exercise of the express legal powers, rights, duties
6 and responsibilities by the Board, e.g. the adoption of policies, rules, and regulations shall be limited
7 only by the specific and express terms of this Agreement, and by local, state and federal law.
8

9 The Federation recognizes and agrees that the District’s powers, rights, authority, duties and
10 responsibilities include the right to manage the District, direct, select, decrease and increase the
11 work force subject to local, state and federal law.
12

13 The Federation recognizes and agrees that the District retains its rights to temporarily amend,
14 modify, or rescind practices referred to in this Agreement in case of emergency. An emergency is
15 considered an Act of God or a natural disaster or other acts, which may be injurious or harmful
16 to the students, employees, or to the educational mission of the District. When an emergency is
17 declared, the District shall immediately notify and consult with the Federation.
18

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

1 **ARTICLE 8 : SEPARABILITY AND SAVINGS**

2 *Information of validity of provision of the contract.*

3

4

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

9

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

1 **ARTICLE 9 : INTRA-DISTRICT TRANSFER**

2 *Process and procedure for transfers.*

3
4
5 **A. Definitions**

- 6
7 1. Transfer is a change in location from one college to another college.
8 2. Reassignment is a change from one Faculty Service Area (FSA) assignment to
9 another FSA assignment at the same college.
10 3. A vacancy shall be defined as any unfilled regular or probationary faculty assignment,
11 including, but not limited to, any newly created position and any position vacated
12 by reason of death, retirement, or transfer.
13

14 **B. Voluntary Transfers**

15
16 All regular and probationary faculty members who meet the minimum qualifications
17 shall have the right to apply for a vacant faculty position at any of the Peralta Colleges
18 including the college where he or she is currently working. The following procedure
19 shall govern such voluntary transfers:
20

21 1. Internal Position Announcements

22
23 All faculty tenure track position vacancies will first be advertised internally
24 throughout the District to provide an opportunity for current probationary and
25 tenured faculty members to apply. The job announcement will be developed in
26 accordance with the District Hiring Policies adopted by the Board of Trustees.
27

28 2. Distribution of Internal Announcements

29
30 The District will make a good-faith effort to notify all faculty members of tenure track
31 position vacancies. Every effort will be made to insure that job announcements are
32 posted on college bulletin boards and mailed to faculty members via the inter-district
33 mail process. Provided the District has made a good-faith effort to notify faculty,
34 failure to notify individuals shall not be grievable.
35

36 3. Announcement Period

37
38 Internal announcements will be advertised for the period of 10 working days
39 during the academic calendar year.
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4. Application Process

Faculty members may apply for position vacancies by completing the District Academic Application Form by the deadline date indicated on the announcement.

5. Interview and Selection Process

- a. In accordance with the procedures established in the District Hiring Policies, the Selection Committee will be impaneled to review all tenured and probationary faculty members' applications, conduct interviews with all candidates and make a recommendation as to whether or not to accept any of the applicants to fill the position. A candidate is selected by another Peralta College; he/she will be permitted to make the transfer. Unusual circumstances may require a delay until a suitable replacement is found.
- b. If the Selection Committee recommends an applicant for a voluntary transfer, the College President may choose the candidate or begin the public advertisement process. If the President does not accept a recommended candidate he/she will provide a reason to the faculty member. Disputes over non-selection of a recommended candidate are not subject to the grievance procedure set for this in this Agreement.
- c. If the committee decides not to recommend any candidates for the position, the vacancy will be publicly announced and the District Hiring process will commence.
- d. During the period a position is announced publicly, faculty members may continue to apply for a position vacancy, without prejudice, if they desire.
- e. The decision of the selection committee shall not be grievable.

6. Permanent Voluntary Transfers

All voluntary transfers are to be considered permanent.

C. Involuntary Transfers

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

- 1. If a college discontinues or reduces a particular program which results in the transfer to another location of a regular or probationary faculty member, and if another college within the District is offering a program for which this faculty member is both qualified and competent to work, and in which a vacancy exists or in which he or she is senior to other faculty members; then this person must be given an opportunity to transfer to the college which can utilize his/her service.

- 1 2. When the District finds it necessary to transfer a faculty member from one college
2 to another because of staffing conditions, volunteers will first be sought.
3
4 a. The position vacancy will be advertised internally throughout the District to
5 provide an opportunity for faculty members to apply.
6 b. The District will distribute a notice to all faculty members who are competent and
7 qualified to work in the designated Faculty Service Area.
8 c. Faculty members will have fifteen (15) working days during the academic
9 calendar year in which to respond.
10 d. In the case of more than one affirmative response, the faculty member with
11 the most seniority, who is both competent and qualified, shall be selected.
12 e. In the case of no voluntary respondents, the person(s) with the least seniority
13 who is (are) qualified and competent to work in the FSA will be assigned for
14 the transfer.
15
16 3. Transfers made for the convenience of the District or short-term interchanges are to
17 be made with the understanding that the transferee will return to the original
18 institution to fill the first vacancy (equal to their contract load level) for which he or
19 she is competent and qualified. If a faculty member, transferred for the convenience
20 of the District, finds that he or she wishes to remain at the second college, and if
21 that institution wishes to retain that person, then he/she shall have the privilege of
22 remaining.
23
24 4. The faculty member(s) to be involuntarily transferred shall be given official notice at
25 least forty (40) calendar days prior to the beginning of the semester in which the
26 transfer is to take effect. The written notice of transfer shall specify the effective
27 date, time, work location, and course and/or other assignments of the new position.
28
29 Exceptions to the forty-day notice requirement may be made in unusual
30 circumstances, such as sudden resignation, death, illness, accident, emergency
31 leave, physical catastrophe, or unexpected and unavoidable incidents.

1 **ARTICLE 10 : RESIGNATION**

2 *Provisions for faculty resignation.*

3

4

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

8

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

11

12 C. A Resignation Form shall be used by the faculty member in submitting a resignation
13 to the appropriate college administrator. See Appendix 2 (A2) for Resignation Form.

14

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

17

18 E. When a faculty member terminates his/her service at the Peralta Community College
19 District (“PCCD”), or is terminated, he/she will be paid all amounts owed for all extra-
20 service, out-of-calendar work completed prior to the final date of employment, no later
21 than 10 days from the end of his/her final pay period.

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

3 *See APPENDIX 20 for procedure.*
4

5
6 All faculty evaluation and tenure review procedures included in the current "Faculty
7 Evaluation Handbook" are incorporated in and part of this Agreement.
8

9 Please refer to APPENDIX 20 (A20).

1 **ARTICLE 12 : SAFETY**

2 *Information on class dismissal and reporting.*

3
4
5 **A. District Compliance**

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

10
11 **B. Safety Committee**

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

18
19 **C. Release Time**

20
21 The members of the committee shall be allowed reasonable release time to attend safety
22 committee meetings.

23
24 **D. No Discrimination**

25
26 No employee shall be in any way discriminated against as a result of reporting any
27 condition believed to be a violation of CAL OSHA or other regulatory agencies that
28 govern employee health, safety and security.

29
30 **E. Safety Precautions**

31
32 Each faculty member shall observe normally-acceptable safety precautions in the
33 performance of his/her assigned duties.

34
35 **F. Reporting Violations**

36
37 1. Faculty members will report in writing to their immediate supervisor any
38 conditions, which come to their attention that may pose a threat to the health or
39 safety of any person associated with the District. In the case of emergencies, such
40 reports do not have to be in writing and shall be addressed within 24 hours or by the
41 next workday.

- 1 2. The District shall investigate allegations of health and safety violations within seven
2 (7) days and take appropriate actions in a timely manner to correct the condition
3 found to be unhealthy or unsafe.
4 3. The faculty member making the report shall be notified within thirty (30) days in
5 writing of the action(s) taken as a result of his or her report.
6 4. In addition to, or in lieu of, the actions outlined above, a faculty member may file a
7 complaint with CAL OSHA or any other local, state, or federal regulatory agency
8 without threat or fear of reprisal.
9

10 G. Class Dismissal

11
12 Faculty members will have the right to dismiss a class without loss of compensation
13 for that workday when the health or safety of students or employees is believed to be
14 endangered. The faculty member must report the incident in writing to his or her
15 administrator as soon as possible, but no later than 24 hours after the incident or the next
16 workday.
17

18 H. Safety Reports

19
20 The District will send a copy of its annual report in compliance with applicable laws
21 and District safety policies to the Peralta Federation of Teachers (PFT). A copy will also
22 be on file, and available for inspection, in the Office of Risk Management.

1 **ARTICLE 13 : PERSONNEL FILES**

2 *Information on accessibility, contents and maintenance.*

3
4
5 A. For the purposes of this Article, a "personnel file" is any record that:

- 6
7 1. pertains directly to the employment relationship between the faculty member and
8 the Board:
9 2. is retained in the personnel files of the District; and,
10 3. is accessible by the employee's name or other means of individual identification
11 such as social security number.

12
13 B. The personnel file may include records of employment with the District, records of
14 educational advancement and other work or experience pertaining to the faculty
15 member's position with the District, and records of professional evaluation as
16 prescribed by state law.

- 17
18 1. There shall be only one official personnel file for each faculty member. This file shall
19 be kept in a locked file in the District Personnel Office and shall be available for
20 inspection by the member or by a Federation representative expressly authorized in
21 writing by him/her, unless the release is compelled by law or by a judicial order or
22 by a lawfully issued subpoena. When such access is gained, the employee shall be
23 notified in writing.
24 2. All materials in the file shall be signed by the source of the material and dated.
25 Anonymous communications shall not be placed in the official personnel file, nor
26 shall materials attributed to unnamed sources.
27 3. The faculty member shall have the right to obtain copies of any item in his/her file.
28

29 C. Materials in personnel files of an employee which may serve as a basis for affecting
30 the status of his/her employment are to be made available for the inspection of the
31 person involved.
32

33 D. Such material is not to include ratings, reports, or records which:

- 34
35 1. were obtained prior to the employment of the person involved;
36 2. were prepared by identifiable examination committee members; or
37 3. were obtained in connection with a promotional examination.
38

39 E. Every employee shall have the right to inspect such materials upon request, provided
40 that the request is made at a time when such person is not actually required to
41 render service to the employing District.
42

- 1 F. Information of a non **pro forma** nature, except material mentioned in Section D of this
2 Article, shall not be entered or filed unless and until the employee is given notice and
3 an opportunity to review and comment thereon. An employee shall have the right
4 to enter and have attached to any derogatory statement his/her own comments thereon.
5 Such review shall take place during normal business hours, and the employee shall be
6 released from duty for this purpose without salary reduction.
7
- 8 G. Personnel files shall be maintained in accordance with the Education Code.
9
- 10 H. Faculty members shall have the right to petition the District Personnel Office to have
11 any and all derogatory information removed from their file after such information has
12 been in the file for three (3) or more years. Denial of such petition shall not be grievable.
13
- 14 I. Upon written request of the faculty member, disagreement over the factual content of
15 materials placed in his or her personnel file shall be referred to a professional
16 relations committee for determination of fact. Said committee shall be established by
17 joint agreement between the District and the Academic Senate. Both the District and the
18 faculty member, or his/her designee, shall have the right and be given reasonable time to
19 call witnesses and present evidence. All participants shall have released time if the
20 hearing occurs during duty hours. The conclusion of the committee shall be placed in
21 the faculty member's personnel file.

1 **ARTICLE 14 : SPECIAL ASSIGNMENTS:**

2 *Information on provisions for Department Chairpersons, Head*
3 *Librarians and Counseling Department Chairperson*
4 *assignments.*
5
6

7 The provisions of this Article apply to Department Chairpersons, Head Librarians, and
8 Counseling Department Chairperson assignments and any new job titles created by the
9 District in the bargaining unit during the term of this Agreement (July 1, 2007 through June
10 30, 2009). See Appendix A16 for job descriptions for the above listed special assignments.

11 **A. Allocation of Department Chair Release Time**

- 12
- 13 1. For the 07-08 academic year, Department Chair release time shall be allocated as
14 follows:
15
 - 16 a. BCC, 2.4 FTE
 - 17 b. COA, no FTE in Fall, 3.1 FTE in Spring
 - 18 c. Laney, 3.6 FTE in Fall, 6.2 FTE in Spring
 - 19 d. Merritt, 3.6 FTE

20
 - 21 2. Beginning in Spring, 2008, the minimum Department Chair allocation shall be .1
22 FTE for any chair.
 - 23 3. For the 08-09 academic year, a total of 15.3 FTE release time shall be allocated as
24 follows:
25
 - 26 a. BCC, 2.4 FTE
 - 27 b. COA, 3.1 FTE
 - 28 c. Laney, 6.2 FTE
 - 29 d. Merritt, 3.6 FTE

30
 - 31 4. Thereafter, the total 15.3 FTE Department Chair release time shall be allocated as
32 follows:
33
 - 34 a. The District shall compile the total number of active sections at each college on
35 the first day of instruction of each semester, summer and intersession.
 - 36 b. The total number of sections for the full previous year shall be calculated on the
37 first day of each Spring semester.
 - 38 c. District Department Chair release time shall be allocated to the colleges in
39 proportion to their share of the total sections in 4b, above.

40

1 B. In addition to the foregoing, athletic directors, nursing directors, and the director of
2 radiologic technology shall continue to receive released time consistent with state-
3 mandated requirements. Appointment shall be made by the President of the College
4 after review by the appropriate Dean in consultation with the faculty in the Department.
5

6 C. Selection Procedure
7

- 8 1. The term of office for Department Chairpersons, Counseling Department
9 Chairpersons and Head Librarians shall be from July 1 through June 30. Release
10 time shall be for the academic year only.
11
- 12 2. The faculty of each department will select a person to be recommended for the
13 position of Department Chairperson, Counseling Department Chairperson and
14 Head Librarian. Final selection will be made by the President of the College after
15 review by the appropriate division administrator and Dean. If the President does not
16 select the person, the department faculty may select another faculty member who
17 shall be appointed. In the event no candidates are recommended, the President may
18 make the appointment. The Department Chairperson, Counseling Department
19 Chairperson and Head Librarian will serve for one (1) year, except where there is
20 mutual agreement between the President and the faculty members of the affected
21 department. The incumbent Department Chairperson shall initiate an election
22 process between April 1 and May 1 for the purpose of selecting a Department
23 Chairperson for the following year. Election shall be by secret ballot and all faculty
24 members are eligible to vote on an equal basis. Results shall be published and
25 records (including ballots) kept for one year.
26

27 D. Allocation Criteria and Procedures
28

- 29 1. The Vice President of Instruction (or his/her designee) of each college, after
30 consulting with the Academic Senate President and the PFT Chapter Chairs, shall
31 allocate the contractual FTE to each department (or cluster of disciplines)
32 considering the following criteria in making such allocations:
33
- 34 a. Full-time FTE in the department;
 - 35 b. Part-time FTE in the department;
 - 36 c. The size and complexity of the departments' budget allocation;
 - 37 d. Any facilities (such as laboratories) and/or equipment that must be monitored;
 - 38 e. Classified staff FTE assigned to the department;
 - 39 f. The need for the Department Chairperson to be involved in community groups
40 or other outside agencies;
 - 41 g. Departmental responsibility for assessment or admission of students to
42 programs.
43
- 44 2. The President of the college and the PFT Chapter Chairs shall each appoint two (2)
45 members of a joint faculty-administration appeals committee on Reassigned Time

1 Allocation for Department Chairpersons, Head Librarians and Counseling
2 Department Chairpersons. If the faculty members in a department believe that the
3 allocation of reassigned time is inadequate for their department, they may appeal
4 their allocation to this committee. The committee shall examine the arguments
5 made by the faculty in the department in light of the criteria listed in Part 1 above,
6 and make a recommendation to the President of the College. The President may
7 accept or reject this recommendation.
8

9 E. In the event that the District's financial status is seriously impacted by the passage of
10 any state or federal law which restricts budgetarily any of the special assignments
11 provided for in this Article, the released time ratios and/or stipends for Department
12 Chairperson/Program Developer may be open for renegotiations.
13

14 F. Department Chair Evaluation Procedure
15

- 16 1. The Peralta Community College District ("District") recognizes the importance of
17 providing a quality, rewarding educational experience for its students, staff, and
18 faculty. The District also recognizes that the success of achieving this goal will
19 require better and improved communication among its stakeholders, including
20 students, faculty members, department chairs, and the administration. To do that,
21 the District is committed to providing timely feedback to department chairs in order
22 for them to effectively carry out their responsibilities and at the same time promote
23 collegiality among its faculty ranks.
24
- 25 2. The purpose of this procedure is to provide for efficient resolution of educational
26 matters related to curriculum development, scheduling, budget development and
27 other related duties and responsibilities as specified in the Department Chair job
28 description (Appendix A16).
29
- 30 3. A Dean shall meet with a Department Chair no later than December 15th to review
31 the chair's performance for the preceding three months. The chair will receive a
32 written evaluation and, if necessary, a needs improvement work plan containing
33 future performance objectives for the next three months. The Dean is responsible
34 for documenting the meeting and to follow up on any concerns the chair may have.
35
- 36 4. For those Chairs who have received a needs improvement work plan and have failed
37 to meet the performance objectives in the intervening three months, the dean shall
38 convene a second meeting no later than March 1st and shall issue another written
39 evaluation and needs improvement work plan to the chair. The chair may submit a
40 written rebuttal to the written evaluation within five (5) working days after said
41 meeting. The Chair may request a "vote of confidence" election from his/her
42 department. If an election is to be held, it shall take place no later than March 10th
43 and the ballots should be counted no later than March 20th.
44
- 45 5. The ballot will be conducted with a double envelope, secret ballot election on the
46 issue, with a vote on whether the chair is performing "satisfactory" or
"unsatisfactory".

- 1 6. Copies of the evaluation, the needs improvement work plan, the rebuttal (if
2 provided) and the election result shall be forwarded to the Vice President of
3 Instruction and the College President
4

5 G. Other Special Assignments

6

7 The process for the development of other new special assignments not already set forth
8 elsewhere in the Contract, Appendix or Board Policy (such as Senate and Curriculum
9 Committee assignments), including the process for determining the amount of any
10 stipend and/or release time and the duration of any such special assignment shall be as
11 follows:

- 12 1. The development of the special assignment and the determination of the stipend
13 and/or release time shall be at the sole discretion of the College President or Vice
14 Chancellor for Educational Services. The placement of any faculty member in any
15 such special assignment shall be by mutual agreement between the faculty member
16 and either the District administration or College President or designee. Any such
17 special assignments created pursuant to this Article may include both ZZOIS
18 (“other assigned time”) assignments and specific work done by faculty in return for
19 a set monetary stipend.
20
- 21 2. The College President or the Vice Chancellor for Educational Services, may at his
22 or her discretion, and with the mutual consent of the selected faculty member, chose
23 a faculty member to serve in a new special assignment under this Article for a period
24 of two consecutive academic years or less, without following the notification
25 process set forth in Article 14.F.3.
26
- 27 3. For new special assignments under this Article, except as provided by Article
28 14.F.2, the College President, Vice President, or Vice Chancellor for Educational
29 Services (if a District Office assignment) shall notify College faculty of the
30 availability of the assignment via a general email at least ten (10) working days
31 before a final selection is made. The notification and selection process may take
32 place during the semester prior to the start of the new assignment or during summer
33 session, but shall not take place during intersession or during a period when the
34 College is not in session.
35
- 36 4. The email announcement set forth in Article 14.F.3 shall include:
37
 - 38 a. Notice that faculty are required to submit a "Statement of Interest" via email to
39 the President and/or the appropriate Vice President or Vice Chancellor.
 - 40 b. The length of the assignment, including a starting and ending date.
 - 41 c. The amount of release time and/or stipend for the assignment.
 - 42 d. Notice whether the assignment is “ancillary,” as defined pursuant to Education
43 Code 87482.5 subsection (c) (i), or counted towards load for part-time faculty.
 - 44 e. The required and/or desired skills for the assignment.

- 1 f. A description or summary of the responsibilities of the assignment.
2 g. Notice of the selection process for the assignment, which shall be defined as the
3 President or Vice Chancellor for Educational Services reviewing the submitted
4 Statements of Interest and making a decision.
5 h. Notice of whether or not the President or the appropriate Vice President or Vice
6 Chancellor is planning to conduct interviews for the assignment, which shall be
7 at their sole discretion.
8 i. The assessment process for the assignment following the conclusion of the
9 assignment.
10 j. Notice that the President or Vice Chancellor for Educational Services has the
11 right, at his or her discretion, not to continue the faculty member in the special
12 assignment after the posted ending date, and that this decision shall not be
13 subject to the grievance procedure.
14
15 5. When a faculty member is chosen for a special assignment, the member shall be
16 notified via email within five (5) working days after the selection is made. The
17 email shall include the complete announcement (#4 above). A copy of the email
18 shall be sent to the PFT President.
19
20 6. The District choice of faculty member for an assignment under Article 14 F shall
21 not be subject to the grievance procedure, but any allegation that the District failed
22 to follow the process outlined above shall be subject to the grievance procedure.

1 **ARTICLE 15 : WORKING CONDITIONS**

2 *Information on faculty parking, clothing, equipment and*
3 *supplies, etc.*

4
5
6 **A. Faculty Parking**

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

12
13 **B. Clothing/Uniform/Equipment**

14
15 The District shall provide the faculty member with any protective clothing, uniforms, or
16 equipment that is required by the District in order to teach in his/her discipline. In cases
17 where employees are supplied with safety equipment, they will be required to wear
18 and/or use such equipment.

19
20 **C. Equipment and Supplies**

21
22 The District will provide reasonable access to a telephone, a personal computer, a printer,
23 and other equipment and supplies needed by a faculty member for the performance of
24 his/her professional responsibilities.

25
26 **D. Office Space**

27
28 The District will provide faculty members with the office space necessary to
29 perform their professional responsibilities. Provided the District has made a good faith
30 effort in the provision office space, this paragraph shall not be grievable.

31
32 **E. Health Screening/Medical Records**

33
34 The District shall reimburse faculty members for health screening, physical
35 examinations, testing, and immunization that is required by the District or outside
36 agency contracting with the District. Special training required by the District or outside
37 agency contracting with the District that is not required for state or District minimum
38 qualifications for faculty service shall either be provided by the District or reimbursed
39 by the District. Contracts with outside agencies shall require that all health screening,
40 physical examination and testing information be kept confidential.

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F. Special Training/Orientation

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

1 **ARTICLE 16 : INTRA-DISTRICT MILEAGE**

2 *Information on reimbursement for mileage.*

3

4

5 A. Faculty members whose assignments necessitate travel within a single instructional day
6 shall be compensated for the use of their automobile at the current federal rate per
7 mile. The rate of compensation for travel shall be adjusted at the start of each fiscal
8 year to match the IRS rate in effect on July 1.

9

10 B. It is understood that the above reimbursement shall only be applicable in cases when
11 the faculty member is assigned to more than one geographical location in a single
12 instructional day.

13

14 C. Request for automobile reimbursement shall be submitted monthly, and no obligation will
15 exist for payment of reimbursement requests that are submitted 60 or more days after the
16 date on which they were incurred.

17

18 D. To receive reimbursement, a "Transportation Report" must be completed and
19 submitted to the appropriate administrator.

1 **ARTICLE 17 : ACADEMIC CALENDAR**

2 *Information on calendar for full-time faculty members.*

3

4

5 A. The Academic Calendar of the District shall be jointly developed by the District and the
6 Federation for a three-year period. This includes, but is not limited to, beginning and
7 ending dates, holidays, professional days, early start, uniform calendar, and total
8 number of workdays. The proposed calendars for any academic year shall be prepared
9 in draft form by the District and then given to the Federation for agreement. (See
10 Appendix for copy.)

11

12 B. The College academic year calendar shall consist of 175 contracted days for full-
13 time faculty members.

14

15 C. Up to fifteen (15)¹ of the 175 days may be provided for faculty members to enable them
16 to participate in professional development activities.

17

18 D. The PFT and the District Academic Senate will jointly work with the District to
19 develop the program and the content for any and all Professional Development Days that
20 might be agreed upon by the District and the PFT.

¹ The present number of days is six (6) and will remain so during the life of this agreement unless it is changed by mutual agreement.

1 **ARTICLE 18 : HOURS, WORKLOAD, CLASS SIZE**

2
3 **A. Faculty Assignments**

- 4
5 1. The District shall maintain load and assignment policies for all the colleges in
6 the Peralta Community College District consistent with the provisions of this
7 Agreement.
8
9 2. All regular and probationary faculty members shall provide a full professional service
10 week that includes teaching, teaching preparation, advising, evaluation, class sign-
11 up/enrollment, maintenance of office hours, meetings and participation in the
12 governance structure of the college and District.
13
14 3. The full-time base contract load shall be fifteen (15) equated hours per week.
15
16 4. The full-time base contract load for non-instructional faculty members are the
17 following:
18
19 a. Counselors - 30 hours per week
20 b. Librarians - 30 hours per week
21 c. Nurses - 30 hours per week
22 d. Disabled Student Counselors and Coordinators - 30 hours per week
23 e. All other non-instructional assignments - 30 hours per week
24
25 5. Faculty load policies for the Peralta Colleges are the following:
26
27 a. All lectures including English composition shall be equated at 1.00.
28 b. CO-OP Education: 125 students

29
30 Any CO-OP education workload in excess of 125 students shall be treated as
31 extra service. The extra service equated load is determined as follows:
32 {Number of Students - 125}/125.
33

34 Example:

35 Assume a workload of 150 students for one semester.

36 $150 - 125 = 25/125 = .2$ equated load.
37

38 If the Title 5 Regulations affecting the workload for CO-OP education are
39 changed, either party may reopen negotiations on this item.
40

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- c. All labs shall be equated at 0.80.
- d. All non-instructional assignments shall be equated at 0.50.
- e. All counseling assignments shall be equated at 0.50.
- f. All librarian assignments shall be equated at 0.50.

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

7. Part-time office hours

- a. PFT and the District agree that any annual increase in the cost of part-time faculty office hours will be deducted before determining PFT’s share of the Projected Net Increase or Decrease in District’s Available Resources, in the same way that the increase in health benefits will be deducted before determining PFT’s share of the Projected Net Increase or Decrease in District’s Available Resources.
- b. The District and PFT agree that office hours for part-time faculty contribute to student success. Increasing the existing office hour compensation language in Article 18.7(1) is projected to be an annual ongoing cost of \$1.6 Million. To fund the Paid Office Hours Program, the District will use funds dedicated to student success. The potential funding sources are as follows:
 - 1) Student Equity funds from the State Chancellor's Office.
 - 2) State reimbursement provided to the District for paid office hours, under the State Chancellor's guidelines.
 - 3) General Funds or Measure B
- c. Office Hours shall be defined as follows:
 - 1) Face-to face classes: office hours shall be on campus (or at location where class is held) at a designated time and location.
 - 2) Online classes: office hours shall be online at a designated time.
 - 3) Hybrid classes: office hours may be either online at a designated time and location.
- d. Office hour compensation shall be included in monthly part-time faculty salary payments.
- e. Paid office hours shall not count towards the 67% load under Education Code Section 87482.5, or towards step increases on the Part-time Faculty Salary Schedule.
- f. Office Hour Form:
The participating faculty shall submit a *Request to Participate in Office Hour Form to the Division Dean each semester and in accordance with the established timeline as follows:

1
2 By the end of the first week of instruction, faculty will submit their syllabi
3 and Office Hour Form. If, by the end of the first week of instruction, the
4 information has not been submitted, faculty will be notified by the Vice
5 President of Instruction (or designee), and shall respond and provide syllabi
6 and Office Hour Form within two weeks of the notification or be ineligible
7 for Office Hour compensation. *Faculty are encouraged to submit the form
8 electronically.
9

- 10 g. Part-Time Faculty. Eligibility to Participate in the Paid Office Hours Program:
11 Effective Fall 2017, part-time instructional faculty will be compensated for
12 office hours at their non-instructional rate for full semester classes. This
13 program is in effect during the regular academic year only. It excludes
14 summer session and intersession.

15 Eligibility to participate in the program shall be based on the following
16 instructional assignment formula:

<u>INSTRUCTIONAL LOAD</u>	<u>PAID OFFICE HOURS</u>
0-2.99 equated hours	0
3-5.99 equated hours	1
6 or more equated hours	2

21
22 The parties will continue to discuss paid office hour program during 2017-
23 2018 for implementation in Fiscal Year 2018-2019.
24

- 25 8. No instructor shall be assigned more than three course preparations during a
26 given term (exclusive of extra service). For those disciplines in which there are
27 courses with fewer than 3 equated hours, instructors may not be assigned more
28 than 9 equated hours for course preparation. Exceptions may be made with the
29 consent of the instructor.
30
- 31 9. If a faculty member develops a new course and it is put into the curriculum, the
32 District will make a good faith effort to give the faculty member the first right of
33 refusal to teach the course. This provision is not subject to the grievance procedure.
34
- 35 10. A new course is defined as a course not taught by the faculty member within the past
36 two (2) years. No instructor shall be assigned more than two (2) new course
37 preparations per year and no more than one (1) per term unless required to
38 implement curriculum changes. For those disciplines in which there are courses
39 with fewer than 3 equated hours, instructors may not be assigned more than 6
40 equated hours of new course preparation per year and no more than 3 equated
41 hours per term unless required to implement curriculum changes. (This provision does
42 not apply to the first term of employment.) The District shall make a good faith effort
43 to give at least a twelve (12) weeks' notice for any new course/assignment required.
44 The District shall give at least five (5) weeks' notice for any new course preparation

1 required. If there is a documented emergency, the District may assign to a faculty
2 member a new class preparation without notice.
3

- 4 11. The District may average load assignments for regular and probationary instructors
5 over one academic year. To overload or to implement a scheduled underload, the
6 District must notify the faculty member in writing six (6) weeks before the
7 assignment is due to begin. The maximum amount the District may overload is .2
8 FTE per academic year.
9

10 The District may average load assignments for some faculty members over a two (2)
11 year period. The two-year load averaging shall be limited to a maximum of 25 FTE
12 faculty positions and to a maximum of 18 hours per term. Annual reports shall be
13 forwarded to the PFT. The report shall contain the names of each faculty member,
14 his/her work load, and the college at which he/she works.
15

16 The two-year load averaging provision will go into effect the semester that a faculty
17 member is first underloaded or overloaded and will run for two (2) calendar years. It
18 shall be the District's responsibility to notify in writing each faculty member it wishes
19 to load average six (6) weeks before the assignment is due to begin. If the District
20 fails to do so, the faculty member may elect to have the overload paid as extra service
21 or entered into his/her leave banking program. An underload will be paid at the
22 faculty member's full contract load rate.
23

- 24 12. Faculty assignments will be scheduled by the college administration in consultation
25 with the department chairperson and the individual faculty member. Sixty (60)
26 days' notice of the proposed assignment shall be given in writing to every faculty
27 member. If there is a documented emergency that requires a change in a faculty
28 member's assignment, notice shall be given as soon as the college administration
29 becomes aware of the need for an assignment change.
30

- 31 13. With the exception of extra service, a faculty member may not be scheduled without
32 his/her consent for the following assignments:
33

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

43 **B. Temporary Faculty**
44

- 1 1. Part-time temporary faculty members may be employed up to five (5) days per week.
2 Service as a day-to-day substitute shall not be counted either as part of load or for
3 purposes of calculating eligibility for contract or probationary status.
4
- 5 2. Service by a part-time temporary employee with respect to employment in summer
6 school shall not be included in computing service to the attainment of
7 classification as a regular or probationary employee of the District.
8
- 9 3. When identifiable, temporary hourly faculty members shall have their names
10 included in the class schedule for their classes each term. Such inclusion shall
11 not constitute a contract of employment between the faculty and the District, nor
12 preclude any change in, or deletion of assignment.
13

14 C. Extra Service

- 15
- 16 1. Regular full-time instructors may not teach beyond their regular full-time
17 assignments more than .2 equated load or one (1) class on an extra service basis,
18 whichever is greater, except by mutual agreement between the faculty member and
19 the District.
20
- 21 2. Regular full-time instructors may not teach beyond their regular full-time
22 assignment for the purpose of extra service credit until the full-time assignment has
23 been accomplished.
24
- 25 3. Counselors, librarians, nurses, disabled student counselors and coordinators may
26 not work beyond their regular full-time assignments for more than six (6) hours per
27 week in extra service counseling, librarian or nursing assignments, except by mutual
28 agreement between the faculty member and the District. Counselors, librarians,
29 nurses and disabled student counselors and coordinators may not be assigned to
30 extra service academic assignments during the same semester during which they
31 are employed in extra service counseling, librarian or nursing assignments except
32 by mutual agreement between the faculty member and the District.
33
- 34 4. Extra service assignments for non-teaching faculty shall be equated at a 0.5 factor.
35 (Two (2) hours of extra service equals one (1) equated hour.)
36

37 D. Class Size

- 38
- 39 1. The minimum class size shall be set at 20 for vocational/technical classes, and 25 for
40 all others.
41
- 42 2. Exception to the minimum class size may include:
43 a. Classes needed for transfer;
44 b. Classes needed for completion of a certificate;
45 c. Classes where there are a limited number of work stations;

- 1 d. Classes for students with disabilities;
- 2 e. Sequential classes;
- 3 f. Basic skills and remedial classes.

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

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

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

E. Saturday Classes

- 1 1. Saturday classes may be assigned as part of a faculty member's base load. During
2 the term of this agreement, the District will make every effort to assign Saturday
3 classes on a volunteer basis. When Saturday classes are assigned as a part of a faculty
4 member's load, the District will insure that person is assigned two (2) consecutive
5 off days, one (1) of which will be Sunday.
6
- 7 2. All Saturday assignments shall be rotated term to term except by mutual consent
8 between the employee and his or her first level manager.
9

10 F. All Counseling Contracts

11
12 The Peralta Federation of Teachers (the "PFT") and the Peralta Community
13 College District (the "PCCD") agree to the following changes in CBA Article 18.F.
14

15 The parties further agree that that District will evaluate the data for 2016-2017
16 counseling coverage, including the number of new full-time counselors and the
17 counseling scheduling for 2016-2017, and how that impacts 12-month, year-round
18 coverage. The parties will reopen discussions in Fall 2017 regarding coverage
19 concerns.
20

21 **General Counselors, Categorically Funded Counselors and Coordinator/ 22 Counselors (other than DSP&S Counselors and Coordinators)**

- 23
24 1. Counselors' regular load coincides with the 175-day academic calendar, subject
25 to the other provisions of this Article 18.F regarding the scheduling process at
26 each site. However, Counseling needs in the District span the entire 12-month
27 calendar year, including Saturdays. Whenever the college is open, at least one
28 contract counselor should be available whenever possible, as necessary to meet
29 student need. The District will seek volunteers willing to rearrange their
30 schedules by working during days outside the 175 academic calendar days and
31 substituting days off during the 175-day academic calendar. The college Vice
32 President/Dean of Student Services and volunteer(s) will reach agreement about
33 the days to be worked outside the academic calendar year and the substituted
34 days off. If the college determines that the need exists and that funding is
35 available, it shall schedule an hourly counselor to substitute for a volunteer who
36 rearranged his or her schedule.
37
- 38 2. The District may also confer "eleventh-month" contracts for up to an additional
39 18 days of service at 100 percent per diem to counselors volunteering to provide
40 such service at any time outside of the 175-day academic calendar and summer
41 session. Said additional full or partial eleventh-month assignment shall be
42 entirely at the option of the employee, and ordinarily will be on consecutive
43 days. Counselors also may be assigned extra service (e.g. during the scheduled
44 summer session), paid at the extra service rate provided in Article 18.C.3.2.
45

- 1 a. The college president or designee (normally, and hereafter, "the Vice
2 President/Dean of Student Services") will make a preliminary determination
3 of the number of eleventh-month contracts and the number of days of such
4 contracts, if any, for each college by February 15th, to the extent possible.
5 The college Vice President/Dean of Student Services will consult with the
6 counseling department at each site before arriving at a final number for each
7 college. The extent to which the college Vice President/Dean of Student
8 Services will confer eleventh-month contracts at each college, including the
9 number of days, if any, for such contracts, will depend on the extent of
10 funding and the district and colleges' assessment of its fiscal condition, and
11 is not grievable. To be compensated for such additional days, each counselor
12 shall actually provide counseling to students during such days unless
13 assigned otherwise by the Dean/Vice President in writing.
14
- 15 3. All counseling needs outside the regular 175 academic calendar days and
16 summer session shall be covered by first offering the opportunity to contract
17 counselor faculty. Counselors and management at each college shall work
18 together to meet the counseling needs for the entire term of this Collective
19 Bargaining Agreement and to create a schedule for full and appropriate
20 counseling coverage, as defined by college management for that year with input
21 from the counseling department. They shall utilize the following procedure:
22
- 23 a. To meet these needs, the chairperson or designated leader of the Counseling
24 Department together with the Counseling Department faculty shall develop
25 a staffing pattern recommendation by March 1 (or 15 days after the Vice
26 President/Dean of Student Services determines the number of eleventh-
27 month contracts and the number of days of such contracts) which must be
28 agreed upon by a majority of the counseling faculty in the department who
29 are eligible to work an eleventh-month. In the absence of a majority
30 recommendation, the Vice President/Dean of Student Services will determine
31 the eleventh-month assignments.
32
- 33 b. The college Vice President/Dean of Student Services may accept, reject, or
34 modify the departmental recommendation.
35
- 36 c. Any affected counselor who feels the outcome of 2 (11th-month contracts and
37 scheduling) or 3 (a) (staffing pattern recommendation) is/arbitrary, unfair
38 or unreasonable may appeal the Vice President/Dean's decision to the
39 College President within 3 working days. The appeal shall be in writing and
40 shall state the basis for the appeal and the remedy sought. The College
41 President shall consider the appeal and shall provide a written response to the
42 counselor explaining the basis for his/her decision within 3 working days.
43 The College President's decision is final and is not grievable.
44

- 1 d. The Vice President/Dean shall be responsible for notification by April 1st of
2 each year (or 15 days after the Counseling Department faculty have
3 developed a staffing pattern recommendation). Notification is defined as: the
4 specific assignment, the location of the assignment, the hours of the
5 assignment, and the names of the counselors to be assigned. The names of
6 the counselors to be assigned will be posted in each of the colleges'
7 counseling offices.
8

9 **DSP&S Counselors**

- 10
- 11 1. DSP&S Counselors' regular load coincides with the 175-day academic calendar,
12 subject to the other provisions of this Article 18.F regarding the scheduling
13 process at each site. However, DSP&S Counseling needs in the District span the
14 entire 12-month calendar year, including Saturdays. Whenever the college is
15 open, at least one contract DSP&S counselor should be available whenever
16 possible, as necessary to meet student need. The District will seek volunteers
17 willing to rearrange their schedules by working during days outside the 175
18 academic calendar days and substituting days off during the 175-day academic
19 calendar. The college Vice President/Dean of Student Services and volunteer will
20 reach agreement about the days to be worked outside the academic calendar year
21 and the substituted days off. If the college determines that the need exists and
22 that funding is available, it shall schedule an hourly counselor to substitute for a
23 volunteer who rearranged his or her schedule.
24
- 25 2. The District may also confer "eleventh-month" contracts for up to an additional
26 18 days of service at 100 percent per diem to counselors volunteering to provide
27 such service at any time outside of the 175-day academic calendar and summer
28 session. Said additional full or partial eleventh-month assignment shall be
29 entirely at the option of the employee, and ordinarily will be on consecutive
30 days. Counselors also may be assigned extra service (e.g. during the scheduled
31 summer session), paid at the extra service rate provided in Article 18.C.3.2.
32
- 33 a. The college president or designee (normally, and hereafter, "the Vice
34 President/Dean of Student Services") will make a preliminary determination
35 of the number of eleventh-month contracts and the number of days of such
36 contracts, if any, for each college by February 15th, to the extent possible.
37 The college Vice President/Dean of Student Services will consult with the
38 DSP&S counseling department and the DSP&S Coordinator at each site
39 before arriving at a final number for each college. The extent to which the
40 college Vice President/Dean of Student Services will confer eleventh-month
41 contracts at each college, including the number of days, if any, for such
42 contracts, will depend on the extent of funding and the district and colleges'
43 assessment of its fiscal condition, and is not grievable. To be compensated
44 for such additional days, each DSP&S counselor shall actually provide

1 counseling to students during such days unless assigned otherwise by the
2 dean in writing.

- 3
- 4 3. All DSP&S counseling needs outside the regular 175 academic calendar days
5 and summer session shall be covered by first offering the opportunity to contract
6 DSP&S counselor faculty. DSP&S Counselors and management at each college
7 shall work together to meet the DSP&S counseling needs for the entire term of
8 this Collective Bargaining Agreement and to create a schedule for full and
9 appropriate counseling coverage, as defined by college management for that year
10 with input from the counseling department. They shall utilize the following
11 procedure:
- 12
- 13 a. To meet these needs, the DSP&S Coordinator together with the DSP&S
14 counseling faculty shall develop a staffing pattern recommendation by March
15 1 (or 15 days after the Vice President/Dean of Student Services determines the
16 number of eleventh-month contracts and the number of days of such
17 contracts) which must be agreed upon by a majority of the DSP&S counseling
18 faculty in the department who are eligible to work an eleventh-month. In the
19 absence of a majority recommendation, the Vice President/Dean of Student
20 Services will determine the eleventh-month assignments.
- 21
- 22 b. The college Vice President/Dean of Student Services may accept, reject, or
23 modify the departmental recommendation.
- 24
- 25 c. Any affected DSP&S counselor who feels the outcome of 2 (11th -month
26 contracts and scheduling) or 3(a) (staffing pattern recommendation) is/are
27 arbitrary, unfair or unreasonable may appeal the Vice President's/Dean's
28 decision to the College President within 3 working days. The appeal shall be
29 in writing and shall state the basis for the appeal and the remedy sought. The
30 College President shall consider the appeal and shall provide a response to
31 the counselor explaining the basis for his/her decision within 3 working days.
32 The College President's decision is final and is not grievable. .
- 33
- 34 d. The Vice President/Dean shall be responsible for notification by April 1st of
35 each year (or 15 days after the DSP&S counseling faculty have developed a
36 staffing pattern recommendation). Notification is defined as: the specific
37 assignment, the location of the assignment, the hours of the assignment, and
38 the names of the DSP&S counselors to be assigned. The names of the
39 counselors to be assigned will be posted in each of the colleges' DSP&S
40 counseling offices..
- 41
- 42

43 **DSP&S Coordinators**

44

- 1 1. All DSP&S coordination needs outside the regular 175 academic calendar days
2 and summer session shall be covered by first offering the opportunity to contract
3 DSP&S Coordinators.
- 4 2. Faculty employed as DSP&S Coordinators shall be offered a full or partial
5 eleventh- month of service.

6 7 **Compensation**

- 8
9 1. Counselor, DSP&S Counselor and DSP&S Coordinator compensation for the
10 eleventh-month shall be 1/10 of the annual faculty salary schedule.

11 12 **G. Contract Education**

13 14 1. Definition

- 15
16 a. Contract Education is defined as those classes in which the Peralta District
17 contracts with a public or private entity for the purpose of providing instruction or
18 services, or both, at or by, one of the Peralta Colleges.

19 20 b.

- 21 1) "Credit" refers to any class offered for community college credit,
22 regardless of whether the class generates state apportionments.
- 23 2) "Non-credit" refers to courses that meet the criteria for apportionment
24 pursuant to Section 84711.
- 25 3) "Not-for-credit" refers to classes, including community services classes,
26 that are offered without credit and which are not eligible for
27 apportionments pursuant to Section 84711.

28 29 2. Staffing Provisions

- 30
31 a. Faculty will be selected based on academic preparation, teaching experience,
32 prior contract education experience, and the ability to teach a working adult
33 population.
- 34
35 b. It is understood that if the contracting agency or company requests in writing a
36 particular person to teach in a program, or if the program demands a specialist,
37 arrangements will be made to hire such individual(s) and shall not be prohibited
38 by any other provision in the PFT/PCCD Collective Bargaining Agreement. A
39 "specialist" as used herein is defined as a person whose skills and abilities are
40 unique and who is unavailable from PCCD personnel.
41 When such "specialist" is required to meet the request of the Contracting
42 Agency or the needs of the program, a written explanation and verification of
43 need shall be prepared by the appropriate administrator and shall be available for
44 examination on request by the PFT.

1 c. In cases where a program or course is developed and proposed by a particular
2 faculty member, he or she shall be assigned the program or course unless
3 there are compelling reasons not to do so. For all other courses and programs,
4 Peralta faculty will be selected with the recommendation from the department
5 chairperson where applicable through the Vice President of Instruction and the
6 Campus Contract Education Coordinator. The District Coordinator shall
7 reserve final approval of the selection based on these
8 recommendations.
9

10 d. Full-time faculty, part-time faculty and faculty on the eligibility list will be
11 equally eligible to work contract education assignments. If no qualified
12 faculty are available for the assignment, or if available faculty choose not to
13 accept the assignment, the class may be offered to administrative employees
14 of the District or to potential faculty not on the eligibility list.
15

16 3. Contract Education Assignments in Relation to Faculty Loads
17

18 In general, contract education assignments are extra duty assignments. However,
19 they may be assigned as part of a faculty member's base load by mutual agreement
20 between the District and the individual faculty member. They may also be assigned
21 as part of the faculty member's base load whenever mutual agreement is not reached,
22 provided there is no extra service or part-time faculty teaching at the college in a
23 discipline in which the faculty member is minimally qualified.
24

25 4. Evaluation
26

27 a. Instructors shall be evaluated in accordance with Article 11 of this Agreement.
28

29 b. Since many Contracting Agencies will demand more frequent or different
30 evaluations of programs or courses for which they contract, the faculty member
31 shall be made aware of all unique evaluation methods or techniques, which will
32 be a part of the contract before he or she is asked to accept or reject the
33 assignment. These evaluating forms shall remain with the coordinator of contract
34 education and shall not be made a part of the instructor's formal personnel file
35 retained by the District.
36

37 5. Compensation
38

39 The compensation for Peralta Community College faculty members shall be in
40 accordance with the salary schedule. In the event that a Contract Education proposal
41 requires the development of a new curriculum, the faculty member, contractor and
42 administration shall reach mutual agreement over the faculty member's
43 compensation for devising the course curriculum. Compensation for curriculum
44 design shall not exceed the number of equated hours per course.
45

- 1 6. Career Development and College Preparation (CDCP) noncredit classes
2 Whereas effective July 1, 2015, state apportionment funding for Career
3 Development and College Preparation (CDCP) noncredit classes became
4 equivalent to credit classes apportionment funding:
5 a. It is understood by the parties that this Agreement only applies to the
6 CDCP non-credit classes for which the District receives apportionment
7 funding.
8 b. CDCP non-credit classes, which are funded by the state at the same level
9 as credit classes, shall have faculty load determined for these classes in
10 the same manner as with credit classes. For purposes of this MOU, "same
11 manner" includes determining load based on classroom hours in
12 accordance with the provisions of the PFT-District Collective Bargaining
13 Agreement (CBA); and, professional responsibilities for said classes shall
14 be as specified in the CBA.
15 c. Faculty assigned to teach the CDCP non-credit classes shall be
16 compensated in accordance with the applicable full-time and part-time
17 faculty salary schedules negotiated by the parties.
18 d. This MOU shall be incorporated into the CBA.
19 e. The terms of this MOU shall take effect for any such classes which
20 commence after it is executed.
21 7. Except as otherwise provided for in the CBA or the EERA, this MOU may be
22 reopened or amended by mutual agreement.

23
24 H. Health Services

- 25
26 1. PCCD will schedule thirty (30) hours of health and/or mental health services a week
27 at each of the following colleges: Laney College, Merritt College and the College
28 of Alameda. The colleges, at their discretion, shall determine the staffing needs,
29 and how they will distribute the 30 hours each week to provide health services,
30 mental health services or a combination thereof;
31
32 2. The District will provide the health services through qualified, tenured,
33 probationary, or part-time faculty who meets the minimum state requirements for
34 licensing and the Title 5 Minimum Qualification for a registered nurse, and/or the
35 minimum state requirements for licensing and the Title 5 Minimum Qualification
36 under the counseling discipline for a specialized counselor in clinical psychology,
37 counseling psychology, clinical social work, marriage and family therapy, family
38 and child counseling, or the equivalent. .

1 **ARTICLE 19 : GRIEVANCE PROCEDURE**

2 *Information on grievant and grievance resolution procedure.*

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

6
7 **A. Definitions**

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

13
14 2. In addition, the following also may be grieved:

15
16 a. a violation of provisions of the California Education Code, or California Labor
17 Code affecting faculty members' wages, hours or negotiable working conditions,
18 or provisions of regulations specifying requirements which the District is
19 obligated to observe regarding wages, hours or negotiable working conditions,
20 or employee entitlements regarding wages, hours or negotiable working
21 conditions, or

22
23 b. a violation of union rights guaranteed by the California Education Code,
24 California Labor Code or regulations specifying requirements which the
25 District is obligated to maintain in respect to the Union.

26
27 Existing exclusions from the grievance procedure or arbitration in specific
28 Articles of this Agreement shall not be made grievable or arbitrable by Article
29 19.A.2. In addition, Article 19.A.2 shall not modify or affect existing procedures
30 relative to faculty evaluation processes (Article 11).

31
32 3. A grievant may be any member of the bargaining unit covered by the terms
33 of this Agreement or any official of the Federation, or the Federation itself.

34
35 4. A "day" (for the purposes of this grievance policy only) is any day on which the
36 central administrative office of the Peralta Community College District is open for
37 business.

38
39 5. The "first level manager" is the immediate supervisor (outside of the bargaining unit)
40 having direct jurisdiction over the grievant.

1 **B. Scope of Arbitration**

2
3 In addition to being able to arbitrate violations of this CBA or board policy pursuant to
4 subsection A.1, the Union may, but is not required to, arbitrate grievances over:

- 5
6 1. laws or regulations regarding licensure, certification standards, or academic freedom
7 which are inextricably intertwined with faculty member wages, hours or negotiable
8 working conditions;
9 or
10 2. violation of union rights guaranteed by the Education Code, Labor Code, the
11 Education Employment Relations Act (EERA), or derivative California regulation.
12
13

14 **C. Exclusivity of Arbitration Process**

15
16 In connection with a request to arbitrate under B.1 or B.2.:

- 17
18 1. The union will not initiate or fund litigation to enforce the same legal rights
19 presented in arbitration. Processing a grievance to arbitration means that the Union
20 expressly waives a right to initiate or fund litigation over the same subject matter. This
21 waiver does not apply to actions under the California Arbitration Act (CCP §1280 et
22 seq.), actions seeking injunctions or other provisional relief pending arbitration, or
23 Union actions to intervene in judicial proceedings to protect its rights under the
24 Agreement.
25
26 2. The District has the right to raise in arbitration any defense, which would have been
27 available in litigation. If the arbitrator sustains such a defense and denies the
28 grievance in whole or in part on that basis, the waiver above is effective against the
29 Union to that extent. Otherwise, if the arbitrator does not decide the merits of the
30 statute or regulations, such waiver shall not be effective.
31

32 **D.** Forms for processing grievances shall be mutually developed by the Federation and
33 the District. The forms shall be printed by the District and given to the president of the
34 PFT. (See Appendix 1 (A1) for copy.)
35

36 **E. A grievance may be lodged:**

- 37
38 1. By a faculty member;
39 2. By a faculty member accompanied by a representative;
40 3. By a Federation representative.
41

1 F. The grievant and the Federation shall have the right to have a representative present at
2 each step of the grievance procedure. In instances where a faculty member files a
3 grievance directly with the District, or when a faculty member elects not to have the PFT
4 represent him/her, the District shall send a copy of said grievance to the PFT within ten
5 (10) days of its filing date.
6

7 G. If the same grievance is made by more than one faculty member, the Federation shall be
8 allowed to consolidate such grievances. The final decision of such a grievance shall
9 apply to all grievants.
10

11 H. No faculty member at any stage of the grievance procedure shall be required to meet
12 with any administrator concerning any aspect of a filed grievance without Federation
13 representation if so requested by the grievant.
14

15 I. Written notices to be given under this grievance procedure may be hand delivered
16 to the appropriate person, left with the first-level manager, or sent by U.S. mail. If
17 delivered by hand, the date of delivery shall be considered as the date of the notice.
18

19 J. No threats or retaliation shall be made against any participants in the grievance
20 procedure by reason of such participation. Grievance materials shall not be placed in
21 the personnel files.
22

23 K. A decision rendered at any level in this procedure becomes final unless appealed by the
24 aggrieved person within the time limit specified.
25

- 26 1. By mutual agreement the time limits contained herein may be waived. Also by
27 mutual agreement the grievance may revert to a preceding level for consideration
28 (excluding Step 3).
29
- 30 2. Failure of the administrator to respond within the time limits shall automatically
31 move the grievance to the next step of the grievance procedure.
32

33 L. Decisions rendered at Steps 1 and 2 of the grievance procedure set forth herein shall be
34 in writing, setting forth the decision and the reasons therefore, and will be transmitted
35 promptly to the grievant and the President of the Federation. Time limits for appeal
36 provided in each level shall begin three (3) days following posting by certified
37 mail of the written decision by the parties in interest.
38

39 M. If the grievance hearing is scheduled during the grievant's or representative's working
40 hours, the grievant and representative shall suffer no loss of pay in order to attend the
41 hearing. In addition, faculty members shall receive reasonable released time with no loss
42 of pay, in order to testify and/or comply with any subpoena to testify in a grievance
43 hearing.
44

1 N. Upon reasonable request, the District shall provide the PFT with all information
2 which the Federation requests, consistent with the District's obligation to disclose
3 information under the Public Records Act. Such data and/or information will be made
4 available in a format that does not require research and/or analytical manipulation.
5

6 O. Grievance Resolution Procedure

7

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

- 10
- 11 1. Salary placement
- 12 2. Payment of salary
- 13 3. Fringe benefits
- 14 4. Sick leave accrual
- 15 5. Faculty Service Area placement
- 16 6. Personnel files
- 17 7. Seniority
- 18 8. Safety
- 19 9. Retirement
- 20

21 shall go directly to Step 2. All other grievances shall follow the INFORMAL AND
22 FORMAL REVIEW PROCESS as provided below. During both the informal and formal
23 phase of the grievance procedure, faculty members are entitled to have a union
24 representative present.
25

26 **I. INFORMAL REVIEW**

27

28 Prior to a faculty member initiating the procedure, an informal review shall take place
29 between the faculty member and his/her first level manager. This process can take
30 place through an informal discussion or written statements. Within seven (7)
31 working days of the initiation of the informal review process, the first level manager
32 shall communicate orally or in writing his/her response. If the faculty member's
33 proposed resolution is denied or modified, the first level manager shall include in
34 his/her response the reason for the denial or modification.
35

36 **II. FORMAL REVIEW**

37

38 **STEP - 1**

39

- 40 a. Within ten (10) working days after the first level manager's response to the
41 INFORMAL REVIEW, the faculty member may file a formal written grievance
42 with the College President on the Faculty Grievance Form if it is within seventy-
43 seven (77) working days after the grievant knew of the condition upon which
44 the grievance is based. Copies of the Faculty Grievance Form shall be sent to

1 the Federation and the Vice Chancellor for Human Resources and Employee Relations
2 by the College President.

- 3
- 4 b. Within ten (10) working days after receiving the written grievance, a conference
5 including the grievant, the Federation representative, the College President, and
6 the appropriate manager(s) shall be held.
- 7
- 8 c. Within seven (7) working days of the conference, a written decision including
9 appropriate reasons shall be rendered by the College President to the grievant
10 and the Federation.

11
12 **STEP - 2**

- 13
- 14 a. Within ten (10) working days after receipt of the written decision of the College
15 President, the grievant may forward a copy of the Faculty Grievance Form to
16 the Vice Chancellor for Human Resources and Employee Relations for further
17 review, if he/she is not satisfied with the College President's decision.
- 18
- 19 b. Within ten (10) working days of receipt of the request for further review, a
20 conference including the grievant, the Federation representative, if any, the
21 College President or designee, and the Vice Chancellor for Human Resources
22 and Employee Relations shall be held.
- 23
- 24 c. Within seven (7) working days of the conference, a written decision including
25 appropriate reasons shall be rendered by the Vice Chancellor for Human
26 Resources and Employee Relations to the grievant and the Federation.
- 27

28 **STEP - 3**

- 29 a. If the grievant is not satisfied with the results of his/her grievance at Step 2,
30 he/she may continue to Step 3. The grievant shall fill out and file Step 3 of the
31 Grievance Form with the Chancellor or his or her designee within ten (10) days
32 of the written response by College President
- 33 b. Within ten (10) working days of receipt of the request for further review, a
34 conference, which includes the grievant, the Federation representative, if any,
35 the College President or designee, and the Chancellor or his or her designee,
36 shall be held.
- 37 c. Within ten (10) working days of the conference, a written decision including
38 appropriate reasons shall be rendered by the Chancellor or his/her designee to
39 the grievant, Federation and College President or appropriate District Vice
40 Chancellor.
- 41

1 **STEP - 4**

2
3 Only the Federation may take a grievance to Step 4.

- 4
5 a. If the Federation is not satisfied with the decision at Step 3, the union, with the
6 concurrence of the District, may appeal the decision from Step 3 to mediation
7 or other dispute resolution methods. If a conclusion is reached that is
8 agreeable to both parties, the resolution will be binding.
9
- 10 b. **Binding Arbitration:** If the Federation or District elects not to utilize an
11 alternative dispute resolution method, the Federation shall have the right to refer
12 the matter to binding arbitration. A request for binding arbitration must be
13 submitted to the Vice Chancellor for Human Resources & Employee Relations
14 within thirty (30) working days of the written decision of the Vice Chancellor
15 for Human Resources & Employee Relations after his/her review as provided in
16 Step 2. (This time requirement will be held in abeyance from June 1 through
17 September 1.)
18
- 19 c. **Selection of Arbitrator:** Within ten (10) days after receipt of the appeal to
20 binding arbitration, the parties shall attempt to agree upon an arbitrator. If
21 agreement cannot be reached within five (5) working days, the parties shall
22 request a panel of five (5) arbitrators from the California Mediation and
23 Conciliation Service. Each party shall alternately strike two (2) names from the
24 panel; the remaining arbitrator shall be appointed.
25
- 26 d. **Opinion and Award:** The arbitrator shall have no power to add to, subtract
27 from, alter or modify any of the terms of this agreement. The arbitrator shall
28 submit his/her opinion and award within thirty (30) days after the conclusion of
29 the hearing (or the receipt of the court reporter's transcript, whichever is later).
30 The opinion and award of the arbitrator shall be final and binding on the
31 parties. Nothing herein shall preclude either party from seeking further legal
32 remedy.
33
- 34 e. **Cost:** The mediation and the arbitration fees and expenses shall be shared
35 equally by the parties.

1 **ARTICLE 20 : DISCIPLINARY ACTION AND INVESTIGATIVE**
2 **PROCEDURES**

3 A. Preface: The parties understand and agree that the District has the authority and
4 obligation to investigate complaints, reports, and/or other credible information that a
5 unit member has engaged in misconduct. The parties further understand and agree that
6 unit members are entitled to be presumed innocent of wrongdoing during the
7 investigation process and are entitled to certain protections during the investigation
8 process.

9
10 B. Misconduct Investigation Defined: A misconduct investigation is a District initiated
11 investigation of a unit member into allegations that the unit member violated District
12 policy and/or law, based on information received from a formal or informal complaint
13 made by an identifiable author; a report of misconduct; manager observations; or other
14 credible sources of information. An investigation is initiated at the point that the District
15 determines to go beyond meeting with the accuser and the accused to interview other
16 potential witnesses. An anonymous accusation shall not form the basis for initiating an
17 investigation but may form the basis of an inquiry.

- 18 1. Inquiry: an inquiry, for the purpose of an anonymous complaint, is defined as
19 the informal questioning of a unit member. If such questioning could lead to an
20 investigation against the unit member, the unit member may bring a
21 representative of their choice and be provided with a summary of the complaint.
22

23 C. Investigatory Meetings: An "investigatory meeting" is any formal written
24 communication, face-to-face meeting or oral conversation between the District and a
25 unit member in which the unit member is being asked questions regarding a complaint
26 against them and for which the District reasonably believes that corrective and/or
27 disciplinary action could be imposed.

- 28 1. **Corrective action** is counseling, a written warning, or written reprimand.
29 2. **Discipline or disciplinary action** is defined as a suspension or dismissal based on
30 a violation of law or District Policy, or pursuant to Section 87732 of the Education
31 Code.
32

33 D. There are three (3) types of investigatory meetings that could lead to corrective and/or
34 disciplinary action:

- 35 1. an investigatory meeting relating to any general complaint against a unit member;
36 2. an investigatory meeting relating to a Student Grievance; and
37 3. any investigatory meeting relating to Discrimination or Unlawful Harassment as
38 defined by Title 5 or relating to EEOC/DFEH/OCR complaints or lawsuits against
39 the Faculty Member.
40

41 E. Non-Investigatory Meetings: The parties understand and agree that in the day-to-day
42 operation of the District, managers and unit members meet regularly to share
43 information. These are not investigatory interviews. However, the parties further
44 understand and agree that, if a manager reasonably expects that such a meeting may

1 elicit information that warrants discipline, the manager shall notify the unit member in
2 advance. The unit member so notified shall have the right to bring the appropriate PFT
3 Grievance Officer or his/her designee to the meeting. In addition, a unit member may
4 act independently to bring the appropriate PFT Grievance Officer or his/her designee to
5 the meeting if the unit member reasonably believes that it could lead to discipline.
6

- 7 F. Notice of Investigation: An employee who is under investigation shall be sent a Notice
8 of Employee Investigation Form no later than seven (7) days before his/her appointment
9 for an investigatory interview. The negotiated form is attached to this Agreement.

10
11 The Form is intended to provide employees subject to misconduct investigations with
12 due process, including timely and sufficient notice of the subject matter of the
13 investigatory interview, and their right to information and representation. The Form
14 shall include the following:

- 15 1. An introductory statement that:
- 16 a. The District takes a neutral stance when investigating possible misconduct and
17 no findings of wrong-doing have been made;
 - 18 b. The District maintains the confidentiality of the investigation to the fullest
19 extent possible;
 - 20 c. No findings will be made prior to completion of the investigation, and the
21 investigation will not be closed until after the employee's interview is
22 conducted;
 - 23 d. The information received could lead to corrective action and/or discipline and
24 the employee is entitled to have representation at the meeting;
 - 25 e. Every effort will be made to complete the investigation within ninety (90) days
26 of when the District first received the complaint or information triggering the
27 investigation. When this is not possible, the employee and PFT shall receive a
28 status update on when the district expects the investigation to be completed.
 - 29 f. The employee shall receive a summary of the Investigator's Report, findings of
30 the investigation, and whether the allegations investigated were or were not
31 sustained;
 - 32 g. The PFT is entitled to the full investigation report upon request whether or not
33 the findings were sustained;
 - 34 h. In the event the investigation leads to corrective and/or disciplinary action, the
35 employee shall be afforded all of the pre-discipline due process rights to which
36 he/she is entitled. This includes providing the employee, and the union, with a
37 copy of the information the District relied upon to issue the charges; and
 - 38 i. District policy and law prohibit retaliation of any kind against anyone the
39 employee believes to have provided information or otherwise cooperated in the
40 investigation, and that such conduct constitutes an independent basis for serious
41 discipline up to and including termination.
- 42 2. The written complaint, if one was submitted to the District or another public agency.
43 If no written complaint was submitted, the District shall include a written summary
44 of the specific allegations complained of, including:
- 45 a. The name of the complainant(s), or individual(s) whose concerns caused the
46 District to initiate an investigation.

- 1 b. What allegedly occurred. The employee shall be entitled to a description of the
- 2 subject matter or allegations of the investigation.
- 3 c. When the incident(s) allegedly occurred. The notice will be as specific as
- 4 possible, based on the information available at the time the Notice is given.
- 5 d. Where the incident(s) allegedly occurred. The notice will be as specific as
- 6 possible, based on the information available at the time the Notice is given.

7

8 **G. Paid Administrative Leave During an Investigation:** Placement of a member on Paid

9 Administrative Leave of Absence while an investigation into alleged misconduct is

10 pending shall conform to the following standards and procedures:

- 11 1. Placement on Paid Administrative Leave of Absence while an investigation is
- 12 pending constitutes a non-disciplinary action;
- 13 2. Placement on Paid Administrative Leave of Absences shall not be automatic and it
- 14 is not an action that the District takes lightly. The District will not take this step
- 15 unless:
 - 16 a. The allegations, if true, indicate that the employee poses a safety threat to
 - 17 him/herself or others;
 - 18 b. The allegations, if true, involve harassment, retaliation and/or dishonesty;
 - 19 and/or
 - 20 c. Other circumstances with the written approval of the Chancellor.
- 21 3. The notice placing an employee on Paid Administrative Leave of Absence shall
- 22 provide information about the Leave, including but not limited to:
 - 23 a. The basis or bases on which he/she is being placed on Paid Administrative
 - 24 Leave of Absence;
 - 25 b. That, as this investigation could lead to discipline, the employee is entitled to
 - 26 representation during his/her investigatory interview;
 - 27 c. That placement on Paid Administrative Leave of Absence constitutes a
 - 28 directive not to attend work or perform work duties and that the employee is
 - 29 not to be present at work or in the work area without prior written consent; and
 - 30 d. That placement on Paid Administrative Leave of Absence constitutes does not
 - 31 constitute a directive to stay away from public events or public areas of
 - 32 campus.
- 33 4. The decision to place a faculty member on Paid Administrative Leave of Absence
- 34 is not subject to the grievance process but can be appealed to the Chancellor for
- 35 reconsideration. A written request for reconsideration shall be made directly to the
- 36 Chancellor within three working days of receipt of notice of administrative leave.
- 37 The chancellor (or his/her designee) shall respond within three working days. The
- 38 decision of the Chancellor shall be final and not grievable. The effective date of the
- 39 Administrative Leave of Absence shall not be held in abeyance during the appeal
- 40 process.

41

42 **H. Completion of Investigation and Notice of Completion:**

- 43 1. At the conclusion of the investigation, the Investigator's report, including the
- 44 Investigator's findings, shall be provided to the faculty member.
- 45 2. The Faculty Member shall have the right to submit a written response to the
- 46 Investigator's report within ten (10) working days of receipt. The District shall

1 consider the Faculty Member's response, if received within ten (10) days, prior to
2 making a final determination that results .in corrective and/or disciplinary action.

3 This provision does not preclude a faculty member from submitting a written
4 response for placement in his/her file after the deadline has passed.

- 5 3. Every effort will be made to complete the investigation within ninety (90) days,
6 and when this is not possible, the member under investigation shall receive a status
7 update on where the District is in

- 8 4.
9 its investigation (only as to the timeline, but regarding the details of the district's
10 investigative process such as not who has or will be interviewed and witness
11 statements when it expects to be completed.

12
13 I. Security of Investigation Files:

14 In the event that an investigation does not lead to discipline, the District confirms that it
15 is its practice, and will continue to be its practice to maintain the investigation file in a
16 secure location, separate and apart from the employee's Personnel File. Further, access
17 to these files shall be on a “needs to know” basis only, as determined by the Vice
18 Chancellor of Human Resources & Employee Relations.

1 **ARTICLE 21 : SALARY**

2 *Salary schedule, temporary employees, longevity.*

3
4 **A. Salary Ranges**

- 5
6 1. Effective Fall 2008, all new faculty hires will be placed between Steps 7 through
7 10, wherever they qualify.

8
9 **Current salary schedules are included in the Appendix (A-12).**

10
11 **B. Salary Increases**

- 12
13 1. Effective July 1, 2014, the District shall provide an ongoing three percent (3%)
14 increase in salaries for PFT contract

15
16 a. Faculty Salary Schedules

17 Effective Fiscal Year 2013-2014 (beginning July 1, 2013), there will be four
18 separate salary schedules for PFT unit members, all of which will have five
19 columns, as follows:

20
21 b. Full-time Faculty

- 22 1) Existing contract schedule for contract faculty (25 steps)
23 2) Extra-service schedule for contract faculty (1 step)

24
25 c. Part-time Faculty

- 26 1) The new: "PT salary schedule (no other full-time employment), 25-step
27 salary schedule." (Formerly the 75% pro-rata schedule per Article 21.D.3.)*
28 2) The new: "part-time salary schedule (with other full-time non-Peralta
29 income) 25-step salary schedule." (Formerly the 60% pro-rata schedule per
30 Article 21.D.2.)

31 *Every hourly rate on #3 above will be approximately 25% higher than the
32 corresponding step/column rate in #4 above. (So, e.g., Column E, Step 7,
33 on the current 75% pro-rata schedule is worth \$87.86, while Column E, Step
34 7, on the current 60% pro-rata schedule is worth \$70.29, and $\$70.29 + .25$
35 $(\$70.89) = \87.86 ; the same proportions between the "no-other
36 employment" and "other employment" schedules would remain in place for
37 the new salary schedules set forth in #3 and #4.)

- 38 3) If the PFT gets new money, the PFT wants those part-time faculty unit
39 members with more Peralta experience to be placed at a higher salary, by
40 putting money on these steps. This is a no-cost item to the District, since
41 these funds would come from the PFT Share of the District's available
42 resources.

- 43
44 2. For Fiscal Year 2016-2017

1 Effective January 1, 2017, for 2016-2017, the District shall provide an ongoing two
2 percent (2%) increase in salaries, equating to \$523,979 for PFT contract and part-
3 time faculty. PFT may elect how this increase is distributed to its unit members.
4

5 3. For Fiscal Year 2017-2018

6 Effective July 1, 2017, the District shall provide a one-and-one-half percent (1.5%)
7 for PFT contract and part-time faculty equating to \$801,688. PFT may elect how
8 this increase is distributed to its unit members.
9

10 This one-time increase will be ongoing on the Salary Schedule, if and only if the
11 District generates 20,000 of Resident, For-Credit FTES in the fiscal year 2017-
12 2018, as reported on the Attendance Reports submitted to the State Chancellor's
13 Office.
14

15 In the event the minimum FTES increase is below 20,000 Resident FTES, the 1.5%
16 increases in the 2017-2018 Salary Schedule will sunset at 11 :59 p.m. on June 30,
17 2018.
18

19 There shall be no reopeners by either party during Fiscal Year 2017-2018 regarding
20 Article 21: Salaries. The parties will continue to discuss salary increases during
21 2017-2018 for implementation in Fiscal Year 2018-2019.
22

23 C. Temporary (Part-Time) Employees
24

- 25 1. Part-time temporary faculty employees shall be paid on a semester basis in equal
26 monthly installments whenever possible.
27
- 28 2. Part-time temporary employment after Retirement. See Article 29 C.
29
- 30 3. In all instances it shall be the faculty member's responsibility to inform the District of
31 academic work completion for column advancement on the salary schedule (A-E).
32 All documentation must be submitted to the District Personnel Office by the end of
33 the fourth week of instruction.
34
- 35 4. It shall be the District's responsibility to move faculty members on experience
36 steps if such experience occurs in the Peralta District.
37

38 D. Coaching Stipends
39

40 Coaching stipends shall be paid per coaching assignments, as voluntary assignments,
41 per sport season as follows:
42

43 1. **Regular and Probationary Faculty (full-time)**

44 As a term of this agreement, a full or partial eleventh-month assignment shall be
45 considered as an extra-duty assignment. Faculty members shall not be required to
46 assume such an additional full or partial eleventh-month assignment without their

1 consent; said additional full or partial eleventh-month assignment shall be entirely at
2 the option of the employee. Any regular faculty member who performs said
3 additional full or partial month shall receive 100% pro rata pay for said service.
4

- 5 a. Football Head Coach: 11-month assignment (193 days) plus nine (9) equated
6 hours released time.
- 7 b. Basketball Head Coach: 10.75-month assignment (189 days) plus four (4)
8 equated hours released time.
- 9 c. Baseball Head Coach: 10.75-month assignment (189 days) plus four (4)
10 equated hours released time.
- 11 d. All other Head Coaches: 10.67-month assignment (187 days) plus three (3)
12 equated hours released time.
- 13 e. All Assistant Coaches: 10.5-month assignment (184 days) plus one
14 intercollegiate course equated at 7.5 hours assigned as part of full-time (15
15 equated hours) contract load.

16 2. Temporary Part-Time faculty, per season/per sport (Effective July 1, 2013)

17		
18	a. Head Coach	\$3,258
19	b. Assistant Head Coaches:	
20	1) Football	\$5,215
21	2) Baseball	\$4,076
22	3) Basketball	\$4,076
23	4) All other:	\$3,258
24		

25 3. The stipend shall be given to each head coach and each assistant head coach.

26
27 4. The Head Coach may divide the stipend for a full assistant coach among two or
28 more faculty, splitting the stipend based upon the duties assigned to the faculty
29 member. The split shall not exceed the stipend amount for a full assistant coach.
30 Commitments must be executed through appropriate District processes.
31

32 5. Salary increases applied to the salary schedule shall also be applicable to the
33 stipulated compensation for coaches.
34

35 6. Additions or replacements to the coaching staff, regular or temporary, shall be in
36 accordance with the applicable provisions of this Agreement.
37

38 E. Non-Academic Column Advancement

39
40 Occupational and vocational instructors refer to those instructors who have at least a 0.5
41 assignment in an occupational or vocational area. Column movement for occupational
42 vocational instructors applies to: (1) those who were originally hired to teach in an
43 occupational or vocational subject area and who are still teaching in such area; (2)
44 those who were originally hired to teach in a non-occupational or vocational area, but
45 due to further retraining and the District's educational needs are currently teaching in an

1 occupational or vocational training area. Application for advancement on the salary
2 schedule will be based on current 0.5 employment in a vocational or occupational area.

3
4 The 0.5 assignment shall be applicable to full-time instructors only. Part-time, temporary
5 instructors teaching one or more occupational and/or vocational classes will be allowed
6 movement on the salary schedule on a pro-rata basis.

7
8 Non-academic salary advancement may be granted to vocational faculty for training
9 courses sponsored by recognized business and industrial firms or professional
10 organizations subject to the following provisions:

- 11
12 1. Approval may be granted by a majority vote of the College Professional
13 Development Committee, and two (2) vocational faculty members, one of whom
14 shall be designated by the PFT and the other by the Academic Senate.
- 15
16 2. A course description or outline of the Vocational Training Program must be
17 submitted to the above committee along with the request for approval.
- 18
19 3. The content of the Vocational Training Program must directly relate to the faculty
20 member's current FSA or an FSA, which the committee believes will benefit the
21 College, the District, and the individual faculty member.
- 22
23 4. A written statement must be issued by the Professional Development Committee to
24 the faculty member in response to each request for approval. The written notice shall
25 indicate the number of units granted for completion of the course of study or work,
26 or reason(s) for denial.
- 27
28 5. Section E shall not be subject to the grievance procedure.

29
30 Upon completion of the above requirements and documentation of completion of the
31 Vocational Training Program, movement on the salary schedule shall be granted
32 according to the following formula: 32 hours of training is equivalent to one
33 semester unit.

34 35 F. Column Advancement - All Faculty

- 36
37 1. The end of the fourth week of instruction of any term is the final date for filing
38 official transcripts required for column advancement. Official transcripts from an
39 accredited institution bearing the impressed seal of the institution, or the
40 original signature of the registrar, transcript clerk, or recorder are required.
41 After initial placement based on assignment and qualifications, column
42 advancement will be based on the initial assignment even if a future
43 assignment would have produced a lower column placement. For example, if
44 initial placement is in an occupational or vocational assignment and the faculty
45 member's subsequent assignment is primarily academic, the faculty member will
46 not have his/her pay rate reduced and will retain eligibility to be advanced as if s/he

1 had remained in an assignment that was at least 0.5 in an occupational or
2 vocational area.

- 3
- 4 2. Column advancement may be granted to a faculty member successfully
5 completing undergraduate courses that enhance the instructor's ability to perform
6 his/her assignment effectively. The content of the course must directly relate to
7 the faculty member's professional development in a significant way that benefits
8 the college, the District, and the individual faculty member.
9 A final determination as to whether a course meets the required criterion will
10 be made by a majority vote of a Column Advancement Committee
11 comprised of:
12 a. The District Staff Development Officer.
13 b. The District Academic Senate President or designee.
14 c. The Vice Chancellor for Educational Services or designee.

15
16 A maximum of 20 undergraduate semester units may be applied to column
17 advancement under this provision. No units above the 20-unit maximum outlined
18 above shall be approved after December 1, 2016.

19 The PFT and District agree to process column advancement requests dated
20 between August 1, 2014 and December 1, 2016 that have received documented
21 approval. Such approval shall include copies of the approval form provided by the
22 district, and/or emails from District and/or College Administration or the District
23 Professional Development Officer. Other forms of documentation shall be
24 reviewed by the PFT and submitted to the District HR office for approval. For
25 these applications, no credit limits shall be applied. All requests for column
26 advancement as a result of this agreement must be made in writing by May 1,
27 2017; no requests will be considered after May 1, 2017.

28
29 All column advancements approved pursuant to the above will be effective Fall
30 2017 (no retroactive advancements will be applied).

- 31
- 32 3. A course description or outline of the course must be submitted to the Vice
33 Chancellor for Educational Services along with the request for approval. The Vice
34 Chancellor for Educational Services will be responsible for convening the Column
35 Advancement Committee to consider the request. The Column Advancement
36 Committee must respond within four weeks of submission of the request for
37 approval and all supporting documents.
38
- 39 4. A written statement must be issued by the Column Advancement Committee to the
40 faculty member in response to each request for approval. The written notice shall
41 indicate the number of units granted toward column advancement or reason(s) for
42 denial.
43
- 44 5. The faculty member may obtain prior approval for the course. For prior approval,
45 the course description/outline must be submitted to the Vice Chancellor for
46 Educational Services at least six weeks prior to the beginning of the course.

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- 6. Upon completion of the above requirements and the filing of official transcripts, movement on the salary schedule shall be granted when sufficient units have been completed.
- 7. The provision for column advancement may be grieved only for a procedural violation.

G. Salary Notification

At least annually, all faculty members shall receive a statement of their placement on the salary schedule, including column and step. See Appendix A-12 for the Faculty Salary Schedule and other related salary information.

H. Management Retreat and Placement on the Salary Schedule

- 1. Initial placement on the salary schedule for retreating managers will follow the same procedures and require the same verification of work experience and academic/vocational credit as new faculty hires.

Retreating managers and new faculty hires who seek a salary placement higher than the maximum allowable initial placement must make their request for an exception following the procedures in Article 21 and Appendix A-8, Faculty Salary Schedule, Step Placement Procedures of the contract. Verification for each year of full-time paid related service and satisfactory completion of approved college credit must accompany the request to be moved to a higher Step or Column. No exception will be granted until HR verifies the work experience and college credit. No one will be assigned to a higher step or column than s/he has earned and been verified.

Service as a Peralta manager will count as experience credit on a year-for-year basis toward initial placement and toward placement beyond the maximum step of initial placement. Each credited year shall only be counted once: either toward initial placement or toward placement beyond the initial placement maximum

- 2. Retreating managers who request it who have not been faculty members in the previous five (5) years will be given up to one semester to refresh their skills before beginning their faculty assignments. During this period, they will be paid according to their initial faculty placement on the faculty salary schedule.
- 3. Tenured Peralta faculty members who become managers and then retreat to the faculty will return to their previously assigned (not elected or appointed) instructional/non-instructional position if available, or a comparable position if not. They will move one step on the faculty salary schedule for every year they were a full-time manager. For example, if they were on Step 17, Column D when they became a manager and served as a manager for 5 years, they will be placed on Step

1 22 when they return to the faculty. If they successfully completed related course
2 work (work that would be counted toward column advancement by a faculty
3 member), that work would be counted toward column advancement for the
4 retreating manager.

5
6 4. Retreating managers who were probationary faculty before becoming managers
7 will be treated as managers who are not tenured, that is as new faculty hires.

8
9 5. No tenured or probationary faculty member will be involuntarily reassigned,
10 transferred, or displaced to create a position for a retreating manager who did not
11 previously acquire tenure as an academic employee.

12
13 6. Tenured or probationary academic employees may be involuntarily reassigned,
14 transferred, or displaced to create a position for a retreating manager who
15 previously acquired tenure and is more senior than the employee to be involuntarily
16 moved.

17
18 7. Part-time faculty, including those in the preferred hiring pool, may be reassigned,
19 transferred or displaced to create a position for a retreating manager.

20
21 8. When determining the assignment of a retreating manager, every effort will be
22 made to not reassign or displace long-term part time faculty and faculty in the
23 preferred hiring pool. If anyone is displaced, it shall not be grievable.

24
25 9. If any tenured, probationary, or part-time faculty members are displaced by a
26 retreating manager, the District will immediately notify the PFT so the District and
27 the PFT can explore the possibility of employment elsewhere in the district.

28
29 10. The assignment for a retreating manager shall be given to the person in writing no
30 later than the last day of the spring academic calendar for a fall assignment and with
31 60 days minimum notice, as per the contract, for a spring assignment.

32
33 See Appendix (A-7 through A-12) for Faculty Salary placement procedures and other
34 related salary information

35
36 I. Re-openers on District Available Resources and the PFT Share of those
37 resources.

38
39 1. Each year, both sides agree to make a "good faith effort" to determine the "PFT
40 Share" of Projected Net Increase or Decrease in "District's Available Resources"
41 during the spring prior to the beginning of the fall semester.

- 42
43 • "PFT Share" can be positive or negative

44
45 2. If the PFT Share is positive, after the deduction for the increase in cost of health
46 benefits, and the increase in the cost of part-time faculty office hours, after

1 consultation with the District, PFT is allowed to distribute dollars in various ways,
2 including but not limited to

- 3
- 4 • Across-the-board salary increases for all faculty
- 5 • Funding steps on the part-time faculty salary schedule
- 6 • Adding percentage points to part-time (75%) pro-rata rate.
- 7

8 3. If PFT Share is negative, the PFT will come up with temporary "give backs." These
9 "give backs" may include, but are not limited to:

- 10
- 11 • Additional temporary (one-year) cuts to release time for department chairs,
12 Tenure Facilitators, district Staff Development officer, SLO coordinators
13 and Distance Ed coordinators,
- 14 • Temporary (one-year) progressive cuts to the salary schedule (a greater
15 percentage cut for faculty at higher salaries)
- 16 • Temporary (one-year) partial step/column cutbacks or a complete
17 temporary (one-year) freeze on step/column movement for contract faculty.
- 18

19 4. Projected Net Increase or Decrease in District's "Available Resources" shall
20 consider all of the following, which both parties shall make a good faith effort to
21 determine based upon the best possible data. The District agrees to provide PFT
22 with information which the PFT determines is necessary for these calculations and
23 determinations:

- 24
- 25 • Peralta's state-funded COLA (if any)
- 26 • Benefits cost changes, including number of employees in each bargaining
27 unit
- 28 • State workload, apportionment and property taxes
- 29 • Peralta's share of any tax initiatives which pass or are passed by the
30 legislature during 2012-15
- 31 • Peralta's ending balance and reserves
- 32 • OPEB bond expenses and income
- 33 • District payments to consultants
- 34 • Other
 - 35 ○ Faculty Obligation Number
 - 36 ○ 50% law
 - 37 ○ 75% - 25% law

1 **ARTICLE 22 : HEALTH AND WELFARE BENEFITS:**

2 *Active employees, retirees, temporary, part-time faculty.*

3 *See APPENDIX 14.*

4
5 The District will continue to fund the Health and Welfare Program and absorb any increase
6 in premium rates at the current benefit level for the duration of this Agreement. See
7 APPENDIX 14 (A14).

8
9 **A. General Conditions**

10 Both parties acknowledge:

- 11 1. No reduction in any benefit that was provided in the 2000-2003 Agreement and
12 immediately preceding Agreement shall occur due to failure to include said benefit
13 in this Agreement, unless such reduction is specifically indicated in this Agreement.
14
- 15 2. Benefits shall be equal to or greater than existing benefits as summarized in the plans
16 described in Section B (including dependents' coverage where applicable).
17
- 18 3. The health and welfare plans shall be contractually arranged by the District. Said
19 contracts are hereby made a part of this Agreement and shall be consistent with the
20 terms of this Agreement. Said contracts and related documents (loss ratios,
21 premium rates, et al) are to be made available to the PFT representative(s) during
22 normal District business hours. There are no changes to the plans that provide
23 Life Insurance and Accidental Death and Dismemberment (AD&D) benefits, the
24 Delta Dental Plan, the Flexible Benefits Plan, and the Commuter Expense Plan.
25
- 26 4. The description of the employee's medical benefits plan included in this Agreement
27 shall replace the Blue Cross PPO and modify the current Kaiser plan for the period
28 7/1/07-6/30/09. The current medical benefit plans shall remain in effect until the
29 new plans are fully operational and implemented. All health and welfare plans shall
30 be contractually arranged by the District and said contracts are hereby made a part
31 of this agreement as per Article 22.A.3 in the 7/1/00-6/30/03 PFT-PCCD Contract.
32
- 33 5. The PFT and the District agree to meet and discuss the resolution of any
34 unforeseen service delivery problems that may arise concerning the administration
35 of health and welfare benefits.
36
- 37 6. This agreement does not supersede any rights vested under California law.
38
39
40
41
42

- 1 7. The District shall provide to each unit member and his/her eligible family members
2 health and welfare benefits. Health and welfare benefits are defined as medical,
3 prescription drugs, dental, vision, employee and dependent life insurance,
4 accidental death and dismemberment, long-term disability, and the employee
5 assistance program (EAP).
6

7 **B. Specific Definitions**
8

9 This medical, dental, life, long-term disability and employee assistance benefits in
10 effect when the parties' extension agreement is executed in Fall 2006 shall remain in
11 effect for the term of this Agreement.
12

13 **1. Medical Expense Insurance**
14

15 All faculty have the right to select one of the following plans at the time of initial
16 employment or during the open enrollment period:
17

- 18 a. CoreSource or such other plan that provides equivalent benefits.
19 b. Kaiser Foundation Health Plan
20

21 The key components of the Blue Cross and Kaiser Plan appear in the Appendix A14.
22

23 **2. Delta Dental Insurance** or such other plan that provides equivalent benefits.
24

25 **3. Life Insurance** is Hartford Life Insurance and is paid for by the District.
26

27 **4. Long-Term Disability Insurance**
28

29 Hartford Long- Term Disability Life Insurance and is paid for by the District.
30

31 The description of Long-Term Disability plan included in this Agreement shall
32 replace the current Long-Term Disability plan for the period 7/1/04-6/30/07. All
33 Long-Term Disability plans shall be contractually arranged by the District and said
34 contracts are hereby made a part of this agreement, and shall be consistent with the
35 terms of this agreement.
36

37 This change affects any active employee who experiences a disability that begins on
38 or after July 1, 2004.
39

40 Instead of a benefit level of 75% of the pre-disability earnings, which is taxable like
41 any other income, the benefit level decreases to 60% of pre-disability earnings,
42 which is not taxed.
43

1 This means the actual monthly cost for each employee will be added to his/her gross
2 income, but then in the same paycheck that amount will be deducted for Long-Term
3 Disability (making it cost neutral for the employee).
4

5 **5. Vision Coverage**

6
7 At no cost to the District, a vision benefit will be provided under the PPO plan.
8

9 Under the plan, the plan participant can go to a licensed practitioner for a vision
10 examination. If this practitioner prescribes corrective lenses, then there is a vision
11 hardware benefit available. It is offered on an in and out-of-network basis. See
12 Appendix (A-14) for coverage.
13

14 The vision benefit is offered only to those regular employees and their eligible
15 dependents who enroll in the PPO plan. The plan participant will pay any
16 additional costs, if any.
17

18 **6. Employee Assistance Program:** provided by Blue Cross Wellness Plan
19

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

21
22 1. All regular, probationary, and long-term substitute faculty shall receive at District
23 expense the following health and welfare benefits, subject to the terms and
24 conditions of the policies:
25

- 26 a. Medical Insurance
- 27 b. Dental Insurance
- 28 c. Life Insurance
- 29 d. Long-term Disability Insurance
- 30 e. Employee Assistance Program
31

32 In addition, such employees may at their own expense purchase additional life and/or
33 disability insurance.
34

35 2. The District shall provide all necessary enrollment forms and information to new
36 employees in a timely fashion. Failure of the District to do so shall result in the
37 District holding the employee harmless for any covered claims incurred in this
38 period.
39

40 3. Coverage begins on the first day of assignment.
41

- 1 4. It shall be the faculty members responsibility to return all enrollment forms for
2 health and welfare benefits to the District by the agreed upon deadline. Failure to
3 do so shall hold the District harmless for any claim made in this period. In any
4 case, all enrollment forms must be received by the District within thirty (30) days of
5 the date of hire. Failure to comply may result in a delay of coverage.
6
- 7 5. If both husband and wife are employed by the District, they shall each be eligible
8 separately for all health and welfare benefits. The only exception is that the
9 dependent children shall not be covered by both
10
- 11 6. Dependent's coverage is to be paid in full by the District. All dependents must be
12 added at the time of the employee's enrollment, or within thirty (30) days of a new
13 birth or marriage or addition of a new dependent, or during the open enrollment
14 period. The following plans include dependent coverage:
15
- 16 a. Medical Insurance.
17 b. Dental Insurance.
18 c. Life Insurance.
19
- 20 7. The District shall provide new employees with an orientation which will include
21 brochures describing each benefit program and provider, a summary sheet
22 explaining the differences among policies, information about other insurance that
23 is available to purchase and a sign-off sheet that indicates the new person has been
24 given choices he or she has regarding benefits.
25
- 26 8. Upon attaining Medicare eligibility (presently, at age 65), retirees shall enroll in
27 Medicare A & B, provided the District pays 100% of the current and future costs of
28 Medicare premiums. Such enrollment is a precondition to the District continuing
29 to pay for their medical insurance coverage. No individual shall receive less
30 coverage (for example: reduced benefits, increased co-pays or increased deductibles)
31 as a result of enrolling in Medicare. This provision shall not be precedential.
32
- 33 9. Medicare Part D:
34 a. PFT and PCCD have always agreed that it is mutually beneficial to undertake
35 programs which do not violate PFT/PCCD contract(s) and also lower long-run
36 costs of PCCD programs. This agreement Medicare Part D follows from that
37 principle. This Agreement is not intended to, nor does it annul or diminish, any
38 previously vested retiree health benefits. This Agreement shall also not be
39 precedent setting for either PCCD or PFT in regard to any other areas of
40 disagreement that may arise in the future, nor may it be relied upon to determine
41 the nature, scope and extent of retirees' previously vested retiree health benefits.
42

- 1 b. Medicare Part D Prescription Drug Benefit Program became effective on
2 March 22, 2005.
- 3 c. The District will reimburse retirees enrolled in Kaiser Senior Advantage, or
4 the self-funded plan a secondary coverage, who continuously meet the
5 eligibility requirements in (1) and (2) below for their cost for Medicare Part
6 D Income-Related Monthly Adjustment Amount (Part D-IRMAA).
- 7 (1) This agreement only covers regular and contract faculty who retire
8 form the District after May 1, 2013. It will cover Medicare Part D
9 Income-Related Monthly Adjustment Amount (Part D-IRMAA). This
10 agreement does not cover individuals no longer represented by
11 PFT, unless said individuals consent, in writing, to this Agreement.
- 12 (2) The retiree and eligible dependents who are continuously enrolled
13 in Kaiser Senior Advantage, or the self-funded plan as secondary
14 coverage, and become subject to the Medicare Part D Income-
15 Related Monthly Adjustment Amount (Part D-IRMAA), as assessed
16 by the U.S. Department of Health and Human Services Centers for
17 Medicare and Medicaid Services (CMS) will be eligible for Medicare
18 Part D Income-Related Monthly Adjustment Amount (Part D-
19 IRMAA) reimbursement, if all of the following conditions are met by
20 the retiree and/or eligible dependent:
- 21
- 22 (a) The retiree was employed by the District before July 1, 2004, and
23 retired after May 1, 2013.
- 24 (b) The retiree and/or eligible dependent is enrolled in a Peralta group-
25 sponsored medical plan at the time the Medicare Part D Income-
26 Related Monthly Adjustment Amount (Part D-IRMAA) is
27 assessed.
- 28 (c) The retiree and/or eligible dependent is not concurrently enrolled in
29 another privately held Medicare D program.
- 30 (d) The retiree and/or eligible dependent or caregiver completes and
31 submits the Medicare Premium Claim Form (see Appendix) and
32 documentation of Part D-IRMAA paid to the Centers for Medicare
33 and Medicaid Services, no later than March 30 following the
34 calendar year in which the Part D-IRMAA was assessed. It is
35 understood that if the District does not receive the completed claim
36 form and proof of premium payment, it is under no obligation to
37 provide reimbursement.
- 38 (e) In order to cover retirees since May 1, 2013, reimbursement shall
39 include 2013 Part D-IRMAA payments as long as the form for
40 these payments is submitted by March 30, 2016, and each March
41 30th thereafter, or within 60 calendar days of receipt of the Part D-
42 IRMAA charge, whichever date is later. (Any deadline falling on a
43 weekend or Peralta holiday, shall be extended to the next Peralta
44 business day in which the District offices are open.) To be eligible,
45 the member must have retired on or after May 1, 2013. Expenses

1 incurred or paid after January 1, 2015 will be eligible for
2 reimbursement.
3

4 10. Individual unit members may select among the following medical plans as follows:

- 5 a. Kaiser Foundation Health Plan will be at no cost to the District's employees.
6
7 b. PPO "Lite" plan (no out-of-network coverage) with an employee monthly
8 contribution of:
9

	Employee Cost
1. Single	\$15/ month
2. Two-party	\$30/month
3. Three-party (family)	\$45/month

- 10
11 c. PPO Traditional plan: employee shall pay the difference between the premium
12 cost of the PPO Traditional plan and the premium cost of the PPO "Lite" plan.
13

14 **D. COBRA Rights**

- 15
16 1. If group health coverage ends due to termination (for other than gross misconduct) of
17 a covered employee's employment or loss of coverage due to a reduction in
18 hours, including loss of coverage due to an employer filing for Chapter 11
19 reorganization, continued coverage for the employee and his/her dependents will
20 end on the last day of the eighteen (18) month period following the date that the
21 group coverage ended.
22
23 2. If a spouse or dependent loses insured status due to the reasons set forth in D1 above,
24 the death of the employee, employee's divorce or legal separation, employee's
25 entitlement to Medicare, or if a dependent child no longer meets the definition of
26 dependent, coverage for the spouse or dependent will end on the last date of the
27 thirty-six (36) month period following the date coverage ended.
28
29 3. COBRA benefits are paid by the employee or dependent.
30
31 4. The Benefits Office at the District can provide additional details and the cost of
32 continuing coverage under the provisions of COBRA.
33

34 **E. Survivor Rights**

- 35
36 1. Upon the death of the employee, the surviving spouse shall receive paid medical
37 benefits for him/herself, all dependent children and posthumous children until all
38 such children would no longer be eligible to receive paid medical benefits had the
39 employee survived. Said spouse shall then have the option of buying into the

1 District medical benefits program by the timely payment of premiums as stipulated
2 by the District for the lifetime of the spouse or as long as s/he is eligible under the
3 guidelines above.

- 4
- 5 a. Only the surviving spouse and dependent children (including posthumous
6 children) covered by the employee's medical plan at the time of the death of
7 the employee are eligible for this coverage.
 - 8
 - 9 b. In the event of the death of the employee and/or his/her spouse, the dependent
10 children and posthumous children of the employee shall receive paid medical
11 benefits until all such children would no longer be eligible to receive paid
12 medical benefits had the employee survived.
 - 13 c. If there are no dependent children, the surviving spouse shall have the option of
14 buying into the District medical benefits program by the timely payment of
15 premiums as stipulated by the District, for the lifetime of the spouse or until s/he
16 is no longer eligible under the guidelines identified above.
 - 17
 - 18 d. Eligibility for medical benefits will terminate for the surviving spouse and
19 dependent children upon the remarriage of the surviving spouse.
 - 20
 - 21 e. Eligibility for medical coverage will apply only if the surviving spouse and
22 dependent children have no other group medical coverage or if the surviving
23 spouse must pay for other group health coverage. Annual documentation will be
24 required.
 - 25
 - 26 f. Coverage under the District's medical plan will be secondary to any other
27 medical coverage.
 - 28
 - 29 g. Eligibility for this benefit replaces COBRA. The surviving spouse and
30 dependent children will not be eligible for COBRA.
 - 31

32 F. Retirees Health and Welfare Benefits

33 1. Definitions

- 34
- 35
 - 36 a. As used herein, the phrase “at District expense” means the District will continue
37 to pay the entire premium for the retiree and, where covered, retiree’s eligible
38 spouse/ dependents, under the conditions specified herein.
 - 39
 - 40 b. As used herein, the phrase “consistent with the coverage offered to active
41 employees at the time of retirement” means, for example, “no reduced benefits,
42 increased co-pays, or increased deductibles.” The District shall continue to cover
43 retirees medically necessary or appropriate services, subsequently included
44 within District plans for active employees.
 - 45

1 c. The definitions and conditions, which apply to medical and life insurance only, as
2 stated in Article 22.B shall apply to retiree health and welfare benefits.
3

4 2. Newly Hired Faculty Members Hired on or after July 1, 2004
5

6 a. Eligible faculty members retiring from regular contract service at the age of 55
7 or older with at least ten years of creditable service (as defined by STRS or
8 PERS) receive these retiree benefits.
9

10 The term "newly hired unit faculty members" is defined as faculty who are
11 hired as probationary or permanent on or after July 1, 2004.
12

13 Contract (probationary) or regular [tenured or permanent] faculty with prior
14 service as Peralta temporary faculty (i.e. part-time temporary, sabbatical
15 replacement, categorically funded etc.) will receive pro-rated credit in the
16 proportion that each year of temporary faculty service bears to a year of full-time
17 service based on the full-time base contract load (CBA Article 18.A).
18

19 b. Qualifying employees hired on or after July 1, 2004 who retire before attaining
20 the age of Medicare eligibility (currently, age 65 with minor exceptions) will be
21 able to continue coverage, including spousal and eligible dependent coverage,
22 that is consistent with the coverage offered to active employees at the time of
23 retirement, at District expense, until s/he reaches the age of Medicare eligibility
24 (currently, age 65). When they become eligible for Medicare, these employees
25 shall enroll in Medicare Parts A and B. Upon reaching Medicare eligibility age,
26 the District's obligation to pay benefits shall cease, and no other District paid
27 benefit shall be available.
28

29 c. Any spouse or dependent of a retired faculty member who was hired on or after
30 July 1, 2004, shall be covered during the retiree's lifetime consistent with the
31 coverage offered to active employees at the time of retirement, until the spouse
32 or dependent reaches the age of Medicare eligibility (currently, age 65), or until
33 s/he is no longer a spouse or dependent as defined in Article 22.E.1.a., b., and
34 d. above.
35

36 d. Survivor rights: In the event of the death of the retiree prior to the spouse or
37 dependent reaching the age of Medicare eligibility (currently, age 65), the spouse
38 or dependent may buy the plan consistent with the coverage offered to active
39 employees at the time of retirement, under the terms described herein, until
40 s/he reaches the age of Medicare eligibility (currently, age 65).
41

42 e. Employees hired on or after July 1, 2004 who work full-time beyond the
43 attainment of Medicare eligibility (currently, age 65) will remain on the
44 District's medical plans, like any other active employee. Upon retirement, they
45 may elect COBRA (self-pay) on the plan in which they were enrolled.

1 f. Retiree Medical (retirements after 7/1/2012)

- 2
- 3 1) Retirees will not be subject to the monthly premium contributions of active
- 4 unit members the PPO lite plan.
- 5
- 6 2) Retirees who elect the PPO Traditional health benefit plan will pay the
- 7 premium difference between the PPO lite plan and the PPO Traditional
- 8 health plan for retirees, based on Medicare eligibility.
- 9
- 10 3) Retirees and eligible dependents who move out of state (applies to
- 11 retirements after 7/1/2012)
- 12 • Year 1 (2012-2013): Status quo (current) coverage for eligible
 - 13 dependents or people who retire AND move out of California.
 - 14 • Years 2 (2013-2014) and Year 3 (2014-2015): Revisit out-of-state
 - 15 networks. PCCD and PFT shall work together to make every reasonable
 - 16 effort to attempt to provide out-of-state retirees a network similar to the
 - 17 California Anthem BlueCross network, beginning in Year 2.
- 18
- 19 4) Mandated Enrollment in Medicare A &B
- 20

21 Retired Unit members, upon reaching Medicare eligibility sign up with

22 the District their election in Medicare Parts A & B. Medicare sign-up shall

23 be required in order to maintain retirement medical benefits. For any unit

24 member who retires after July 1, 2012, if the retiree willfully elects not to

25 enroll in Medicare Parts A & B, the District may terminate the retiree's

26 District-paid health benefits, provided:

27

- 28 a) The retiree is provided two notices via certified mail, the first at least
- 29 60 days prior to termination; the second at least 30 days prior to
- 30 termination.
- 31
- 32 b) The notices shall be written in plain language.
- 33
- 34 c) The PFT shall be sent a copy of both notices.
- 35
- 36 d) The District shall make at least two efforts to speak to the retiree
- 37 telephonically during the 60-day period in #1above. The times and
- 38 dates of the calls shall be made available to the PFT.
- 39
- 40 e) If the retiree has a legal guardian or someone with power-of-attorney,
- 41 the District shall undertake reasonable effort to notify such person via
- 42 mail and the telephone number on record with the District. The retiree
- 43 or designee will notify the District in the event that a legal guardian or
- 44 power-of-attorney is appointed.
- 45

- 1 f) The Vice Chancellor of Human Resources and Employee Relations
2 shall meet and discuss any planned termination of benefits with the PFT
3 President on request at least 15 working days prior to the termination
4 of medical benefits.
5
6 g) The benefits shall not be terminated retroactively.
7
8 h) The Vice Chancellor of Human Resources and Employee Relations
9 shall have the authority to continue retiree benefits in cases where
10 unforeseen circumstances did not allow the retiree to enroll in Medicare
11 Parts A & B in a timely fashion.
12
13 i) Should a retiree whose District benefits have been terminated due to
14 failure to enroll in Medicare subsequently enroll, the District shall
15 reinstate the retiree's District-paid health benefits. The amended
16 Medicare enrollment language will be a part of the contract clean-up
17 language.
18

19 5) Hold PFT harmless in case of retiree lawsuit
20

21 Should

- 22 a) the requirement to enroll in Medicare;
23 b) the termination of any unit member who retires after 7/1/2012 and
24 spouse or dependents resulting from a failure to enroll in
25 c) the decision to provide the PPO lite plan, but not the PPO Traditional
26 plan, to post-7/1/2012 retirees without premiums, be challenged in
27 any forum, and if the PFT is named as a party, the District hereby
28 agrees to defend, hold harmless and indemnify PFT, its officers,
29 agents, representatives and affiliates, including but not limited to the
30 CFT and AFT, for any adverse final judgment. The District shall
31 have the exclusive right to decide and determine whether any such
32 action shall be compromised, resisted, defended, litigated or
33 appealed.
34

35 3. Faculty Members Hired Before July 1, 2004
36

- 37 a. Consistent with the status quo, faculty members retiring from regular contract
38 service at the age of 55 or older with at least five years of creditable service
39 (STRS or PERS) shall receive these retiree benefits.
40
41 b. All regular and contract faculty retiring from the District during the term
42 of this Agreement shall be offered lifetime medical coverage at District
43 expense that is consistent with the coverage offered to active employees at the
44 time of retirement. This includes spouse and eligible dependents.
45

- 1 c. Employees hired before July 1, 2004 shall either become eligible for Medicare
2 by paying District-reimbursed Medicare tax, or become eligible for STRS or
3 PERS reimbursement of Medicare Part A at no cost to the employee.
4

5 When such employees reach the age of Medicare eligibility (currently page
6 65) they shall enroll in Medicare Parts A and B, provided the District pays 100%
7 of the current and future costs of Medicare premiums. The District shall pay or
8 reimburse the retiree for the current and future costs of the Medicare premiums.
9 The District shall pay the Medicare taxes of such employees.

10
11 After enrolling in Medicare, no individual shall receive less coverage (for
12 example reduced benefits, increased co-pays, increased deductibles) as a result
13 of enrolling in Medicare.
14

- 15 d. Any spouse or dependent of a vested, retired faculty member who was hired prior
16 to July 1, 2004, shall be covered during the retiree's lifetime at District expense
17 under medical coverage that is consistent with the coverage offered to active
18 employees at the time of retirement, or until s/he is no longer a spouse or
19 dependent as defined in Article 22.E.1. a., b. and d. herein. The retiree and
20 spouse/eligible dependent shall, upon reaching the age of Medicare eligibility
21 (currently, age 65), each enroll in Medicare Parts A and B and the District shall
22 immediately, and thereafter, pays 100% of the current and future costs of
23 Medicare premiums. No individual shall receive less coverage (for example:
24 reduced benefits, increased co-pays, increased deductibles) as a result of
25 enrolling in Medicare.
26

- 27 e. Employees hired prior to July 1, 2004 who work full-time beyond the
28 attainment of Medicare eligibility (currently, age 65) will remain on the
29 District's medical plans, like any other active employee. However, in
30 accordance with Article 22.F.3.c. and 22.F.3.d. above, when they retire, they
31 must enroll in Medicare Parts A and B. The District shall immediately and
32 thereafter pays 100% of the current and future costs of Medicare premiums
33 for the employee. No individual shall receive less coverage (for example:
34 reduced benefits, increased co-pays, increased deductibles) as a result of
35 enrolling in Medicare.
36

37 The employee's spouse/dependents shall enroll in Medicare when
38 eligible and no individual shall receive less coverage (explained above)
39 as a result of enrolling in Medicare.
40

- 41 f. Survivor Rights: Upon the death of the retiree, the surviving spouse and
42 eligible dependent(s) shall have the option of buying into the District Medical
43 benefits program consistent with the coverage offered to active employees at
44 the time of the retiree's retirement by the timely payments of premiums as

1 stipulated by the District for the lifetime of the spouse or until such time as
2 s/he is no longer eligible as defined in language above.

3
4 g. The above option (Article 22.F.2.f.) shall also be applicable to dependent
5 children.

6
7 h. All regular and contract faculty members from age 55 to 65 who retire from
8 regular service shall be maintained (at the District's expense) through age 65
9 on the District group life insurance policy provided for employees through age
10 65. The retired employee shall have the option to convert to an individual
11 permanent plan at his/her own expense.

12
13 **G. Temporary, Part-time Faculty:**

14
15 **100% Buy-In Plan for Medical and/or Dental Coverage**

16 The 100% buy-in plan for part-time faculty will continue to offer Kaiser HMO and the
17 PPO options, continuing past practice with the 100% buy-in

18 1. If during the term of this Agreement, State funds are allocated to the District for
19 the specific purpose of enhancing medical benefits for part-time faculty, or if new
20 legislation requires District maintenance of effort on part-time faculty health
21 benefits, the parties shall negotiate over medical benefits for part-time faculty.

22
23 2. Voluntary fringe benefits under this Agreement include the present District
24 medical and dental insurance plans. All references to medical also include
25 coverage for prescription drugs and vision benefits.

26
27 3. Part-time faculty members may subscribe for medical and dental insurance under
28 the District's group coverage program.

29
30 4. The part-time faculty member contribution for participation in medical and/or
31 dental benefits under the 100% buy in plan shall be an amount exactly equal to the
32 prevailing amount the amount paid by the District for individual contract faculty
33 members. Plan enrollment options are:

34
35 a. Medical at 100% buy-in cost, with three options for medical plans at the
36 expense of the part-time faculty member:

- 37
38
 - 39 ● Kaiser HMO Plan
 - 40 ● Self-Funded Preferred Provider Organization – Lite (in-network benefits only)
 - 41 ● Self-Funded Preferred Provider Organization – Traditional (in-network and out-of-network benefits available)

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b. Dental at 100% buy-in cost, with two options for dental plans at the expense of the part-time faculty member:

- Delta Dental
- United Health Care Dental

5. To be eligible, part-time faculty members must have completed four (4) semesters in the immediately preceding four (4) years. Partial semesters are not included in computation of completion for the fulfillment of four (4) semesters.
6. Part-time faculty members may subscribe for dependent's coverage under this program.
7. Part-time faculty members who select this option must subscribe for membership no later than the 20th day of the month preceding the period for which coverage is requested.
8. Part-time faculty members may, at their option, have monthly premium payments for medical insurance deducted directly from their paychecks.
9. Due dates for premium payments, if paid by check, shall be the 20th day of the month for a minimum of two (2) months advance coverage.
10. For any part-time faculty member paying by check, who fails to submit advance premiums for two (2) months, coverage shall be dropped from the District program on the first of the month following delinquency. There will be no exceptions.
11. In the event of a break in service, part-time faculty members will not lose their eligibility for benefits after return from break in service, provided that:
 - a. They maintained their benefits pursuant to COBRA for the duration of their absence;
 - b. They were absent for no more than 18 months; and
 - c. One of the following situations applies:
 - 1) They have had approved leave in a category available to part-time faculty under article 26; or
 - 2) Cancellation of classes due to low enrollment, budgetary reasons, program needs or reassignment of the class to a contract or regular faculty instructor.

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12. SDI Program for Part-time faculty

- a. The part-time, temporary faculty have voted to be included in the State Disability Insurance ("SDI") program in accordance with A.B. 381 (Unemployment Insurance Code Section 710.9).
- b. Part-time faculty shall pay 100% of the contribution required to participate in the California SDI program through regular payroll deductions.
- c. PCCD shall implement this program as soon as practicable, but in no event, no later than an effective date of January 4, 2011.
- d. PCCD may hereafter cease participation in this program only to the extent allowed by law.

13. 125 plan for payments

- a. The District shall establish a 125 plan for part-time temporary faculty which will permit part-time faculty to tax-shelter health benefits premiums.

H. Temporary, Part-time Faculty Medical:

Part-time Faculty 50/50 Medical Plan Coverage:

Effective Fall 2014, the Part Time Community College Faculty Health Insurance Program, as defined by Education Code Section 87863 and referred to herein as the "50/50 Medical Plan" shall only apply to and provide the Kaiser Plan. (Note: The 100% buy-in plan for part-time faculty set forth in Article 22.G above shall still offer both Kaiser and the PPO options, continuing past practice with the 100% buy in.)

- 1. If during the term of this Agreement, State funds are allocated to the District for the specific purpose of enhancing medical benefits for part-time faculty, or if new legislation requires District maintenance of effort on part-time faculty health benefits, the parties shall negotiate over medical benefits for part-time faculty.
- 2. Voluntary fringe benefits under this Agreement include the present District medical insurance plans. All references to medical also include coverage for prescription drugs and vision benefits.
- 3. Part-time faculty members may subscribe for medical insurance under the District's group coverage program as follows:

1 • **Kaiser Plan**

2 Effective fall 2014, Kaiser HMO is the only medical plan enrollment option
3 available for part time faculty who wish to participate in the “50/50 Medical
4 plan.”

- 5 ○ The District will contribute exactly one half of the premium cost to
6 the monthly premium for the eligible part-time faculty member; the
7 part-time faculty member contribution for participation in this
8 program shall also be an amount exactly one half of the prevailing
9 amount paid by the District for individual contract faculty members.
- 10 ○ Eligibility - Part-time faculty whose teaching assignment equals or
11 exceeds 40% of the cumulative equivalent of a minimum full-time
12 teaching assignment are eligible to enroll in this 50/50 Plan.

13
14 • **Self-Funded Plan**

15 Additional enrollment options are available, and the part-time faculty
16 member will pay 100% of the prevailing monthly COBRA-equivalent cost

- 17 ○ Self-Funded Preferred Provider Organization – Lite (in-network
18 benefits only)
- 19 ○ Self-Funded Preferred Provider Organization – Traditional (in-
20 network and out-of-network benefits available.)

21 The District is partnered with the Anthem Blue Cross network; CoreSource
22 is the third-party administrator and payor of claims.

- 23 4. Faculty members may enroll dependents under this program.
- 24
- 25 5. Faculty members who select this option must subscribe for membership no later
26 than the 20th day of the month preceding the period for which coverage is requested.
- 27
- 28 6. Faculty members may, at their option, have monthly premium payments for medical
29 insurance deducted directly from their paychecks.
- 30
- 31 7. Due dates for premium payments, if paid by check, shall be the 20th day of the
32 month for a minimum of two (2) months’ advance coverage.
- 33
- 34 8. Any part-time faculty member paying by check, who fails to submit advance
35 premiums for two (2) months, coverage shall be dropped from the District program
36 on the first of the month following delinquency. There will be no exceptions.
- 37

38 I. Dental Plans

- 39
- 40 1. Individual unit members may select among the plans as follows:

- 1 a. Delta Dental
- 2 b. United Healthcare Dental

3

4 2. The District's maximum contribution for dental will be at the United Healthcare

5 (UHC) Dental family rate.

6

7 **J. Cash-in-lieu /Opt-Out Option (Medical and Dental for Active Unit**

8 **Members Only)**

9

10 1. Individual unit members who provide proof of other group medical and/or group

11 dental coverage may decline enrollment into a medical and/or dental plan with the

12 District. Employee will receive a monthly amount of \$225 for medical (this

13 reimbursement is an all-or- nothing option, employee and all eligible dependents,

14 if applicable, must waive the plan to be eligible for this flat reimbursement amount).

15

16 2. In addition to the medical monthly flat reimbursement for waiver of coverage due

17 to other group medical coverage, a flat monthly amount of \$25 for group dental

18 waiver is also available. Again, this reimbursement is an all-or-nothing option. The

19 employee and all eligible dependents (if applicable) must waive the plan to be

20 eligible for this flat reimbursement amount.

- 21 • Participation on the Opt-Out Option for group medical and/or group
 - 22 dental is 100% voluntary; and
 - 23 • The amount is paid on a monthly basis; and
 - 24 • The amount is paid on an after-tax basis (taxable income to the employee);
 - 25 and
 - 26 • The amount will not be pro-rated to the FTE; and
 - 27 • Election of group medical and group dental opt-out is not mutually
 - 28 exclusive, the member may elect to opt-out of medical only, dental only
 - 29 or medical and dental combined.
- 30

31 3. Opt-out Election

32 It is the responsibility of the member to complete the requisite items as indicated

33 below (no exceptions):

34 Cash-in-lieu form and written verification of other group medical and/or

35 dental coverage from the insurer within 30 days from the election to participate

36 in the District's cash-in-lieu plan.

37

38 4. Opt-in

39 It is the responsibility of the member to complete the enrollment form and

40 submit documentation within 30 days of initial hire, open enrollment or a

41 qualifying event as defined by the Health Insurance Portability and

42 Accountability Act of 1996 (see below).

43

1 5. Qualifying events: Marriage and Domestic Partnership, Divorce, Legal Separation,
2 Birth, Adoption, Death, Termination of employment (unit member or eligible
3 dependents) Exhaustion of COBRA, Individual no longer resides or works in HMO
4 service area, individual ceases to be a dependent, Plan terminates a benefit plan
5 option, involuntary loss of coverage under another group plan, Children's Health
6 Insurance Plan/Medicaid Rule, Meeting or exceeding a plan's lifetime maximum on
7 all benefits.

8
9 6. By opting in, you will receive benefits in effect at the time of the opt-in.

10
11 **K. Future increases in the cost of health benefits:**

12
13 PFT and the District agree that the increased cost to health benefits will be deducted
14 before determining PFT's share of the Projected Net Increase or Decrease in District's
15 Available Resources.

16
17 **L. Health and Welfare Benefits Committee**

18
19 The District will continue the Health and Welfare Committee consisting of
20 representatives from PFT, SEIU Local 1021, Local 39 and Management to review
21 the potential changes and/or modifications to health and welfare plan.

22
23 The role of the Health and Welfare Committee shall be limited to making
24 recommendations to the PFT and District.

25
26 **M. Domestic Partners**

27
28 CoreSource (Blue Cross Prudent Buyer) and Kaiser Medical Plans and the Delta Dental
29 Plan have been extended to domestic partners.

30
31 **N. State or Federal Health Plan Legislation/Regulation**

32
33 If, during the term of this agreement, the state or federal government adopts
34 health plan legislation/regulations that affect either the cost and/or benefits received
35 by employees eligible to participate in the District health plans as defined in this
36 agreement, the health plan provisions of this Article may be re-opened.

37
38 **O. Health and Welfare Benefit Language for Fiscal Year 2016-2017 and 2017-2018**

39
40 Health and Welfare Benefit language regarding Kaiser, PPO Lite, and PPO
41 Traditional from the 2012-2015 Contract shall remain unchanged through 2016-2017
42 and 2017-2018.

1 **ARTICLE 23 : SENIORITY LIST**

2 *Seniority list and probationary or regular employees.*

3
4 A. Pursuant to Education Code Sections 87414 and 87415, the District is required to
5 maintain a list reflecting the order of employment of all probationary or regular
6 employees in the manner prescribed by Sections 87400 to 87424 inclusive, and to keep
7 a roster of same as a public record and to post such roster at each college by October
8 31. The intent of these statutes is to provide probationary and regular employees with
9 their respective order of employment (seniority standing) in the District.

10
11 B. Every probationary or regular employee employed after June 30, 1947, shall be deemed
12 to have been employed on the date upon which he or she first rendered paid service in a
13 probationary or regular position.

14
15 C. Records showing date of employment shall be accessible, on demand, to any faculty
16 member of the District or to his/her designated representative.

17
18 D. In the absence of records as to the determination of the first date of rendered paid
19 service in a probationary or regular position, the District, in accordance with
20 evidence presented, shall determine the order of employment after giving employees a
21 reasonable opportunity to present such evidence.

22
23 E. Corrections on Seniority List

24
25 The Board shall have the power and it shall be its duty to correct any errors discovered
26 from time to time in its records showing the order of employment. Any faculty member
27 may submit documents for review which may correct his/her first date of rendered paid
28 service in a probationary or regular position. The President of the Peralta Federation of
29 Teachers shall be notified in writing whenever a change or a correction is made to the
30 seniority list.

31
32 F. Same Date of Paid Service in a Probationary or Regular Position

33
34 Every probationary or regular employee who first rendered paid service on the same
35 date in a probationary or regular position shall participate in a single drawing to
36 determine the order of employment.

37
38 1. A drawing shall take place at the District Office.

39
40 2. The President of the Peralta Federation of Teachers and the affected employees shall
41 be notified of the time and date of the drawing.

- 1 3. Any employee who cannot be present or who refuses to participate in the drawing
2 will not be omitted. The employee will be given the opportunity to designate a
3 representative to act in his/her place. This proxy selection shall be in writing and
4 provided to the Office of Employee Relations prior to the drawing.
5
- 6 4. The "drawing date" shall be mutually agreed upon with the President of the Peralta
7 Federation of Teachers.
8
- 9 5. Each person will draw twice.
10
 - 11 a. The first drawing will be according to alphabetical order and will determine the
12 order of drawing for seniority.
13
 - 14 b. The second drawing will determine actual seniority placement.
15
- 16 6. Whenever the District discovers that an employee has been given an incorrect
17 first date of rendered paid service in a probationary or regular position or whenever
18 it is ordered by a court to change an employee's first date of rendered paid service in
19 a probationary or regular position, it shall make the appropriate corrections. If the
20 correction results in a first date of rendered paid service in a probation or regular
21 position, which is the same date as one or more other employees, the employee's
22 seniority ranking within this group of employees shall be determined as follows:
23
 - 24 a. The first drawing will be according to alphabetical order and will determine the
25 order of drawing for seniority.
26
 - 27 b. The second drawing will determine actual seniority placement.
28
 - 29 c. The total number of slips for the drawing shall be the total number of employees
30 with the same first date of rendered paid service in a probationary or regular
31 position, including those employee(s) to be added to the sequence.
32
 - 33 d. The number drawn shall rank the added employee in the group following the
34 employee's name with the same number of the sequence for that first date of
35 rendered paid service in a probationary or regular position. (Example: When
36 #2 is drawn, the employee shall be placed after the second employee's name on
37 the seniority list with the same date of rendered paid service in a probationary or
38 regular position.)
39
- 40 7. Any determination of an employee's order of employment pursuant to "breaking
41 ties" shall be made within thirty (30) days of the date service was first rendered by
42 the employee or thirty (30) days from the receipt of a judicial order compelling the
43 District to comply.
44

1 **ARTICLE 24 : REDUCTION IN FORCE**

2 *Information on procedure and process.*
3

4 **A. Faculty Service Areas**

- 5
- 6 1. **Definition:** For purposes of Education Code Sections 87743, 87743.1, 87743.2,
7 87743.3, 87743.4 and 87743.5, 87744, and 87745 the list of "Faculty Service
8 Areas" (FSA) in the Peralta Community College District shall be the same list as
9 the state minimum qualifications for hire list as defined by the Board of Governors
10 in compliance with Education Code 87356, 87357, 9 87358 and 87359.
11
- 12 2. A faculty member will be considered "competent" in an FSA if the faculty member:
13
- 14 a. Possesses a valid California Community College subject matter credential in the
15 discipline(s) covered by the FSA, or
16
- 17 b. Holds the state minimum qualifications for hire; including the equivalency
18 provision as defined by the Board of Governors' discipline list, as well as any
19 local qualifications that the PCCD has jointly agreed to with the Peralta District
20 Academic Senate, or
21
- 22 c. Has legally taught in the FSA at the post-secondary level for at least one quarter
23 or semester.
24
- 25 3. An employee may petition for recognition of competence in an FSA by filing a
26 petition for such recognition with the District. It shall be the responsibility of the
27 employee to provide the District with all non-Peralta records necessary to
28 substantiate the claim of competence.
29
- 30 4. The District shall provide, within sixty calendar days of hire, each regular and
31 probationary faculty employee with a list of those FSAs for which he/she possesses
32 competence as determined by the employees' records on file with the District.
33
- 34 5. Refusal to grant recognition in an FSA is grievable under Article 19, Grievance
35 Procedure.
36
- 37 6. The last day to apply for recognition of an FSA for use in any academic year is
38 February 15th of that academic year.
39
- 40 7. The District shall provide each faculty member with current and updated information
41 regarding policies and changes in FSAs, minimum qualifications, and

1 competencies as they pertain to employment in Peralta. The District shall also be
2 responsible for providing information to all new faculty members and to all current
3 faculty members who wish to increase the number of FSAs they are eligible to
4 work in to meet the required minimum qualifications and competencies.
5 Once a year, by October 31, the District shall publish and mail to each Vice
6 President of Instruction, each college library and the PFT a list of all of the FSAs
7 currently approved by the District.

8
9 8. The responsibility for meeting the minimum qualifications and competencies lies
10 with the individual instructor. No salary can be paid to anyone who is not so
11 qualified.

12
13 9. Each faculty member's official personnel file shall reflect the faculty service areas for
14 which the faculty member has been granted recognition.

15

16 **B. Reduction in Force**

17
18 1. Whenever the District determines that it must reduce or discontinue a particular kind
19 of service which will cause the decrease in the number of academic employees in the
20 District, the PFT will be notified of such action in advance and will be given, in
21 writing, the specific grounds for the reduction and the number of FTE to be reduced.
22 When this determination is made, the District and the PFT shall begin good faith
23 discussions to seek methods of reducing the number of faculty employees without
24 use of layoff procedures which may include retirement incentives, transitional
25 employment, severance pay, and out placement services.

26
27 [Note: The term "discussions" is used rather than "negotiations" because the
28 determination to implement a layoff is not a mandatory subject of negotiation.]

29
30 2. Any reduction in workforce will be in compliance with applicable provisions of the
31 California Education Code and California Government Code.

32
33 3. In order to avoid a reduction in force, the District will encourage employees to
34 participate in programs that will provide an alternative to layoff, such as retraining
35 leave, reassignment, transfer, multi-campus assignment, Saturday assignments,
36 day/evening assignments, evening assignments, or other duties beneficial to the
37 District as determined by the Board.

38
39 4. The District will make assignments and reassignments in order to retain employees
40 to render any service, which their seniority and qualifications entitle them to render.

41
42 5. In the event the budget requires that the District lay off faculty members, the Board
43 shall offer reductions in contracts to any faculty members who are willing to agree to

1 such reductions and such reductions shall count toward reducing the total number of
2 layoffs. The same shall be true of all retirements, resignations, or other permanent
3 vacancies that occur in a reduction in force academic year.
4

5 6. The District shall notify the PFT in writing of each regular and contract unit member
6 who is to be reduced or terminated along with notice of any proposed reassignment,
7 transfer or offer of reappointment.
8

9 7. Faculty members who are laid off and subsequently either accept or decline offers of
10 temporary service or partial reinstatement retain their statutory preferred right to
11 reappointment as provided in the California Education Code.
12

13 8. As provided in Education Code Section 87743, no tenured faculty member may be
14 laid off "while any probationary employee, or any other employee with less
15 seniority, is retained to render a service in a faculty service area in which the
16 records of the District maintained pursuant to Section 87743.4 reflect that the
17 tenured employee possesses the minimum qualifications prescribed by the Board
18 of Governor and is competent to serve under District competency criteria."
19

20 9. The PFT shall receive the same notices as are given to each unit member during the
21 39-month or 24-month period of rehire rights. Within the statutory period of
22 rehire rights any former permanent or probationary unit member shall be offered
23 re-employment if he/she meets the minimum qualifications for employment in the
24 discipline/service area within the District, and if any of the following options become
25 available:
26

- 27 a. replacing a faculty member on sabbatical;
- 28 b. replacing a portion of a faculty member's load that is created by a reduction in
29 load;
- 30 c. replacing a faculty member on any form of leave;
- 31 d. replacing a faculty member who has died, retired or resigned;
- 32 e. replacing a faculty member who has been reassigned or transferred.
33

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

1 **ARTICLE 25 : PROFESSIONAL DEVELOPMENT**

2 *Information on funding and committee membership and*
3 *responsibilities.*

4
5 The Professional Development committee at each college is responsible for making
6 advisory recommendations to the College President/designee regarding disbursement
7 of all professional development funds for faculty. See APPENDIX 5 (A5) (Professional
8 Days Agreement).

9
10 **A. Funding**

- 11
12 1. The District shall allocate \$120,000 each year for faculty professional development
13 activities. These funds shall be dedicated to faculty professional development at
14 each college and shall be disbursed to each college on a pro-rata basis based upon
15 total faculty FTE per college.
16
17 2. The District shall allocate State Staff Development funds in accordance with
18 provisions of the California Education Code and applicable regulations.
19

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

- 21
22 1. A Professional Development Committee shall be established at each college and shall
23 consist of three (3) administrators designated by the College President, and three
24 (3) faculty members: one chosen by the PFT Chapter Chairs, one chosen by the
25 College Academic Senate, and one by mutual agreement.
26

27 The Professional Development Committee is advisory to the College
28 President/designee and the District administration.
29

- 30 2. The term of service shall be for two (2) years, and no one shall serve for more
31 than four (4) consecutive years. Term of service shall commence on the first day of
32 school of each academic year.
33

34 If someone replaces a member, he/she will fill out that member's term and then be
35 eligible to serve his/her own two-year term, if reappointed. Members appointed
36 before January 1996 have the right to serve four consecutive years without
37 reappointment, as long as at least one faculty member on the committee is changed
38 during that four-year period. In no case may anyone serve beyond four consecutive
39 years.
40

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

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

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

- 4. A member of the committee shall be replaced if he/she has more than three (3) unexcused absences from committee meetings. The replacement shall be selected by the President, the chapter chairs or the senate depending on who appointed the person being replaced. If the vacancy is a faculty seat, the person who missed the meetings may be reappointed only after the notification and application procedures have been completed (see c. above).
- 5. Every year, no later than September 30, the PFT Chapter Chairs, the College Academic Senate and the College President shall send to the Vice Chancellor of Educational Services and the District Officer of Professional Development, in writing, the names of their membership choices.
- 6. Once a year, after the membership and the amount of released time are determined, the Committee shall elect a chairperson. The chairperson shall be a faculty member but does not have to be a member of the Committee. If the chair is not a member, the chair shall not be eligible to vote. The term of office shall be for one year, and shall not exceed four consecutive terms. (See D, below for responsibilities of the chairperson.)

C. Responsibilities of the Professional Development Committee

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

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

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

- 1 a. The committee shall fund 1/3 of the hourly replacement costs for any faculty
2 member who is on an approved Sabbatical Leave; but
- 3 b. No more than 1/3 of the Committee's faculty designated funds may be spent on
4 Sabbatical leaves (except at Berkeley City College where the maximum spent
5 shall not exceed 20% of the faculty designated funds);
- 6 c. The remaining rehire costs shall be borne by the District.
- 7
- 8 2. **Retraining Leaves:** The Committee shall oversee the Retraining Leave Process (See
9 Article 26, Paragraph S for description of guidelines, procedures, applications, etc.).
10 The Committee shall make its recommendations to the College President, who shall
11 evaluate the recommendations and make a recommendation to the Chancellor. In the
12 event that the College President does not approve, both the Committee's
13 recommendation and the President's written recommendation with written rationale
14 shall be forwarded to the Chancellor for final determination. Funding for Retraining
15 Leaves shall not come from the Professional Development Committee's budget. It
16 shall be provided by the College.
- 17
- 18 3. **Flex (Professional Day) Activities:** The Committees shall plan, develop,
19 coordinate, review, and evaluate all of the Professional Development activities
20 that take place at the College. Specifically, each Committee is responsible for
21 planning the flex day activities for the scheduled District-wide days as well as local,
22 college-wide, on-going Professional Development activities. The cost of these
23 activities shall be paid according to Paragraph 5 of the PFT-PCCD Professional Days
24 Agreement (See APPENDIX 5 (A5)).
- 25
- 26 4. Establish priorities and procedures and make advisory recommendations for faculty
27 in each of the following areas:
28
- 29 a. Use of professional development funds for faculty;
- 30 b. Collaborative/Special Projects: to bring new techniques, information, skills, and
31 technology to the college, including the identification of special themes and
32 topics to be explored;
- 33 c. Institutional subscriptions and memberships;
- 34 d. Individual travel and conferences;
- 35 e. Tuition reimbursement;
- 36 f. Unique staff development needs of counselors and librarians;
- 37 g. Other appropriate uses.
- 38
- 39 5. Issue twice yearly report to the College Community and the District
40 Officer of Staff Development: on expenditures, funding priorities, procedures,
41 deadlines, activities, schedule of meetings, attainment of goals, needs assessments,
42 etc.
- 43
- 44 6. Professional Development Committee decisions and recommendations shall not be
45 subject to the grievance process.

1
2 **D. Responsibilities of the Chairperson**

- 3
4 1. The chairperson shall be responsible for implementing all of the policies,
5 procedures, and guidelines that have been established by the College Professional
6 Development Committee and the PFT-PCCD collective bargaining agreement.
7
8 2. The chairperson shall:
9
10 a. Call and schedule all meetings of the committee, including special meetings as
11 requested or needed; prepare an agenda; distribute minutes; conduct all
12 communication, including the committee's recommendations and decisions, to
13 all interested parties;
14 b. As assigned, write all official College reports, local and state, as required, in a
15 timely manner;
16 c. Make sure the business of the Committee is conducted in a fair, open, and timely
17 manner;
18 d. Oversee all College Flex (Professional Day) Activities, including registration,
19 room assignments, equipment availability, designating facilitator, evaluations,
20 etc.
21 e. Communicate with the College community on a regular, on-going basis in order
22 to discuss, refine, and update the Professional Development Committees
23 funding goals and priorities;
24 f. Meet on a periodic basis, as needed, with the District Officer of Staff
25 Development and the other Professional Development chairs;
26
27 g. Plan, develop, initiate, co-ordinate the College's collaborative/special projects
28 and college-wide activities and be generally responsible for the overall
29 improvement of skills, knowledge, and morale of all segments of the College
30 community.
31 h. The following are the maximum amounts of released time that may be assigned
32 effective fall 1998:
33
34 1) C.O.A. up to .3
35 2) Laney up to .4
36 3) Merritt up to .3
37 4) Berkeley up to .2
38
39 3. The amount of release time shall be determined by the College Professional
40 Development Committee before it selects its chair. The amount shall be reviewed,
41 voted upon every year, and reported to the College community along with all other
42 Committee expenditures. The monies to pay for this released time shall come from
43 the College Professional Development Committee's budget. The amount paid shall
44 be equal to the hourly cost necessary to replace the chairperson from his/her regular
45 assignment.

1 E. Utilization Review Process

2
3 Faculty member requests for utilization of professional development funds shall be
4 referred through the appropriate manager to the professional development committee
5 at the College. After evaluating the request, the Committee shall make an advisory
6 recommendation to the President. The President shall evaluate the recommendation
7 within 10 days. Should the President be inclined to overrule the Committee, he or
8 she shall refer the matter back to the Committee for reconsideration within ten
9 days, and shall meet with the Committee upon its request. If the Committee and
10 President disagree, the matter will be referred to the Chancellor/designee for final
11 determination, which shall not be subject to the grievance procedure. In reviewing the
12 Committee's advisory recommendations, the President and Chancellor/designee shall
13 rely primarily upon the advice and judgment of the Committee.
14

15 F. District Office of Staff Development

16
17 **Eleventh-month Contract:** An eleventh-month contract is defined as covering the
18 regular academic year plus eighteen (18) additional days of service. The eleventh-
19 month consists of the eighteen (18) days.
20

21 As a term of this Article 25, a full or partial eleventh-month assignment shall be
22 considered as an extra-duty assignment. Faculty members shall not be required to
23 assume such an additional full or partial eleventh-month assignment without their
24 consent; said additional full or partial eleventh-month assignment shall be entirely at the
25 option of the employee. Any regular faculty member who performs said additional full
26 or partial month shall receive 100% pro rata pay for said service.
27

28 1. The District Officer of Staff Development shall be a faculty member. The standard
29 minimum assignment shall be for 10 months. The term of office shall be for two (2)
30 years with an option of two one (1) year extensions, but not to exceed four
31 consecutive years. The option of extension shall be contingent upon a positive
32 evaluation from a majority of the Professional Development Committee chairs after
33 consulting with their Professional Development Committees. The chairs shall
34 evaluate the District Officer and make their recommendation to the Vice
35 Chancellor of Educational Services by April 15. If the Vice Chancellor accepts the
36 recommendation, he/she shall notify the District Staff Development Officer and the
37 chairs. If the decision is to continue for another year, it shall be done. If the
38 decision is not to continue, the Vice Chancellor will advertise the vacancy and
39 convene the selection committee within seven days. The position shall be filled by
40 May 15.
41

42 The selection committee shall be composed of eight (8) faculty members, two from
43 each college, one of whom shall be the Chair. The second faculty person shall be a
44 current member of the College Staff Development Committee and shall be selected
45 by the College Academic Senate President after consulting with the Chair. In the

1 event that either the Chair and/or the second person are unable to serve, the Faculty
2 Senate President shall select the third faculty member of the College Staff
3 Development Committee. If there is no third member currently serving or if two
4 people are still not able to serve, the college Academic Senate President shall,
5 after consulting with the Chair, select a faculty person who has served on
6 the College Staff Development Committee within the past three years (and so on
7 down the line a year at a time).

8
9 The selection committee will interview all eligible candidates and will recommend
10 up to three (3) names to the Vice Chancellor of Educational Services for him/her to
11 interview and make the final selection.

12
13 The selection process shall be the same as for an intra-district voluntary transfer (See
14 Article 9, Section B) with the understanding that: (a) at least 50% of the faculty on
15 the hiring committee will be the chairs of the College Professional Development
16 Committees; and (b) that up to three names will be forwarded to the Vice
17 Chancellor of Educational Services for him or her to interview and make the final
18 selection.

19
20 2. The District Officer of Staff Development shall be responsible for implementing
21 all of the procedures, policies, and guidelines that have been established by the Ed
22 Code, Board Policy, the collective bargaining agreement, the Flex Day Agreement,
23 and the Sabbatical Leave Handbook.

24
25 3. The District Officer of Staff Development shall:

26
27 a. Meet on a regular basis with the College Professional Development Committees,
28 the chairs of those Committees, and the Vice Chancellor of Educational
29 Services to review, refine, modify, and evaluate the District's professional
30 development policies and programs;

31
32 b. Be a member of the District Professional Development Committee;

33
34 c. Make sure the business of each of the Committees is conducted in a fair, open,
35 and timely manner;

36
37 d. As assigned, write all official District reports, local and state, as required, in a
38 timely manner;

39
40 e. Communicate, on a regular basis, with all employees of the District to keep them
41 informed about Professional Development activities, opportunities, issues,
42 funds, etc.;

43

- 1 f. Oversee the District-wide Flex (Professional Day) Activities, including
2 preparation and distribution of the schedule of activities and the receiving of
3 Professional Development credit;
- 4 g. Review all requests for Individual Project Professional Development credit;
5
- 6 h. Develop a professional development library and resource center;
7
- 8 i. Implement and oversee an exchange program;
9
- 10 j. Facilitate the faculty evaluation process and work directly with those faculty
11 members who receive a less than satisfactory evaluation by developing a plan of
12 improvement with them and their college Professional Development
13 Committee.
14

15 **G. On Line Reporting Form**

- 16
- 17 1. The PCCD and the PFT agree to develop an on-line form to record Professional
18 Development activities of the faculty. Activities reported may include, but will not
19 be limited to, shared governance activities, scholarly, educational, and pedagogical
20 pursuits, involvement with community, educational and related organizations,
21 skills, knowledge, attitude enhancement, and college activities to support or
22 enhance the learning experiences for the students. The form shall be submitted by
23 contract faculty each semester prior to the first week of instruction of the following
24 semester. All reports generated from this information shall be provided to the PFT
25 and the District Staff Development Officer.
26

1 **ARTICLE 26 : LEAVES**

2
3 **A. Leave of Absence**

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

10
11 **B. Effect of Leaves on Faculty Status**

- 12
13 1. Probationary contract and regular tenured faculty members on paid leave shall be
14 granted credit for regular service for the purpose of advancement on the salary
15 schedule. Except as otherwise provided in this Agreement, faculty members on
16 approved leave without pay shall be granted the opportunity of continuing benefits
17 available to other faculty members on a self-pay basis if allowed by the insurer.
18
19 2. Probationary contract and regular tenured faculty members who avail themselves
20 of unpaid leave in this section may be allowed advancement on the salary schedule.
21 Faculty members requesting advancement under this section shall submit such
22 request to the Vice Chancellor of Educational Services or his/her designee no later
23 than August 15, and advancement, if granted, shall occur the following academic
24 year. Denial of such advancement shall not be subject to the grievance procedure.
25

26 **C. Sick Leave**

27
28 **1. Contract, Regular and Long-Term Substitute Employees**

- 29
30 a. Full-time faculty members (contract, regular and long-term substitutes) shall
31 earn ten (10) days of sick leave for each contract year, to be credited as of the
32 first day of assignment. Faculty who have more than a ten month contract shall
33 earn and accrue an additional day of sick leave for each additional month over
34 the ten months contracted.
35
36 b. Less than full-time faculty members shall earn sick leave computed in the ratio
37 that this assignment bears to a full-time load. The days shall be credited as of
38 the first day of the faculty member's assignment and shall be available for use
39 as of the first day of assignment.
40
41 c. Unused portions of sick leave days shall be cumulative on a year to year basis,
42 indefinitely, without limit, for all contract and regular faculty members.

- 1 d. The District shall provide each faculty member once a year with a written
2 statement of the accrued sick leave benefits to which he or she is entitled. Such
3 statement shall be provided no later than October 31st of each academic year.
4
- 5 e. Any employee who is on paid status while on sick leave, or other paid leave,
6 shall continue to earn all employee sick benefits to which he/she is entitled. An
7 employee who is on leave of absence without pay shall retain all accumulated
8 sick leave benefits but shall not accrue any additional sick leave benefits during
9 such period of absence.
- 10
- 11 f. Sick leave credit received by transfer from the previous employer of a new
12 employee shall be accepted pursuant to the provisions and limitations provided
13 in the Education Code. It shall be the responsibility of the employee to notify
14 the District Personnel Office, in writing, of the name and address of the District
15 by whom he/she was employed and request credit for the accumulated leave of
16 absence for illness or injury to which he/she is, or was, entitled at the time of
17 separation.
- 18
- 19 g. Any person utilizing sick leave benefits under provisions of this Article may be
20 required to provide the District with a signed "Certificate of Illness" and, if
21 absent more than five (5) consecutive duty days, may be required to provide the
22 college, upon return, with a statement from a physician verifying the illness or
23 injury, and verifying the employee's fitness to return to duty.
- 24
- 25 h. After all sick leave is exhausted, when a faculty member is absent from his/her
26 duties on account of illness or accident for a period of five (5) school months or
27 less, whether or not the absence arises out of or in the course of employment of
28 the employee, the amount deducted from the salary due him/her for any month
29 in which the absence occurs shall not exceed the sum which is actually paid a
30 temporary employee employed to fill his/her position during his/her absence or,
31 if no temporary employee was employed, the amount which would have been
32 paid to the temporary employee had he/she been employed.
- 33
- 34 i. If sick leave is not transferred to another District pursuant to the California
35 Education Code, all sick leave rights or accumulations shall be cancelled when
36 an employee terminates employment with the District. Upon written request
37 pursuant to the provisions of the Education Code, accumulated sick leave shall
38 be transferred to a subsequent employing District within the school year
39 succeeding the school year in which such employment is terminated.
- 40
- 41 j. Employees who are members of the State Teachers' Retirement System shall be
42 granted service credit for unused sick leave at the time of retirement. The
43 service credit amount granted for unused sick leave is determined by dividing
44 the number of accumulated unused sick leave days (as certified by the
45 employer) by the number of service days required to complete a school year.

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k. Except in cases of emergency, the employee shall notify the college designated office prior to scheduled duty time on the workday in order to qualify for payment of accrued sick leave.

2. Temporary, Part-Time Employees

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

a. Sick leave for each term is equal to total number of equated hours assigned, divided by 15 equated hours, multiplied by 17.5 weeks.

Example: 5.2 equated hours assignment, divided by 15 equated hours = (0.347 hours) X (17.5 weeks) = 6.067 hours.

b. Accumulated sick leave for part-time temporary faculty employees shall be accrued from year to year and retained on District sick leave records for a period not to exceed two years after the part-time, temporary employee's last assignment.

c. Sick leave hours shall be available for use on the first day of assignment. When the class is canceled at any time during the term or period of the assignment, the sick leave credit will be pro-rated.

d. Sick leave time is utilized as follows:

1) Number of equated hours used, subtracted from the sick leave balance of accrued earnings.

Example (continuing the example above): 1 equated hour missed due to illness. Subtract 1.0 from 6.067, leaving a balance of 5.067 equated hours.

e. Any temporary, part-time employee who is on paid status while on sick leave, or other paid leave, shall continue to earn all employee sick benefits to which he or she is entitled.

f. Upon request, a temporary, part-time employee will be provided with a verification of his/her sick leave balance.

3. Retirees working part-time

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

1 D. Bereavement Leave

- 2
- 3 1. Contract, regular, long-term substitutes and temporary part-time faculty employees
- 4 shall be granted, without loss of salary, sick leave, or other benefits, a leave of
- 5 absence not to exceed four (4) working days (six (6) working days if over 200 miles
- 6 travel is required) per occurrence on account of death of any member of the
- 7 employee's immediate family.
- 8
- 9 2. Members of the immediate family as used in this section D means: mother, father,
- 10 step-parent, grandmother, grandfather, grandchild, son, daughter, stepchild, mother-
- 11 in-law, father-in-law, son-in-law, daughter-in-law, brother, sister of the employee or
- 12 spouse, and the spouse, aunts, uncles, nephew and niece of the employee, foster
- 13 child, ward of the court, legal guardian, brother-in-law, sister-in-law, domestic
- 14 partner or any persons living in the household of the employee (except paying
- 15 tenants). The District may require documentation.
- 16
- 17 3. Any eligible employee utilizing bereavement leave under this Article shall notify the
- 18 designated college office in advance of taking the leave, and may be requested to
- 19 provide the college with verification of absence.
- 20

21 E. Use of Sick Leave for Personal Reasons

- 22
- 23 1. Contract, regular, long-term substitute and temporary, part-time faculty members
- 24 shall be entitled to use sick leave earned pursuant to paragraph C of this article in
- 25 cases of compelling personal importance.
- 26
- 27 2. Leave taken pursuant to the above paragraph shall not exceed seven (7) days in any
- 28 single school year.
- 29
- 30 3. The term "compelling personal importance" shall include:
- 31
- 32 a. Illness of a family member requiring the faculty member's presence
- 33 b. Household Emergencies
- 34 c. Personal matters
- 35 d. Personal emergencies
- 36 e. A personal or family matter for which the faculty member accesses the District
- 37 Employee Assistance Program or a personal health care practitioner.
- 38
- 39 4. Verification of the basis for the leave request may be required if requested leave is for
- 40 more than five (5) days.
- 41
- 42 5. If the requested leave is for more than five (5) days and involves health or personal
- 43 matters that the faculty member does not feel comfortable discussing with college
- 44 management, the faculty member may elect to submit the supporting documentation
- 45 in a sealed envelope to the College President. If the College President concludes

1 that the request should be denied, s/he shall consult with the faculty member
2 and PFT representatives before denying the request.

- 3
4 6. In all cases, the College President will only release or discuss personal information
5 submitted by a faculty member when the faculty member authorizes the release in
6 writing.

7
8 **F. Industrial Accident and Illness Leave**

- 9
10 1. All faculty members (contract, regular, long-term substitute and
11 temporary, part-time employees) absent from duty because of illness or injury
12 resulting from an accident or condition incurred on duty which qualifies under
13 industrial accident insurance shall be granted an industrial disability leave for each
14 such accident. The number of days for such allowable leave or leaves shall be for not
15 less than sixty (60) working days in any one academic year.
16
17 2. Industrial disability leave shall be granted from first day of disability.
18
19 3. Only absences which are supported by a doctor's certificate and have been
20 verified by the District's industrial insurance carrier to be the result of a duty
21 connected injury or illness can be paid under industrial disability leave. Any absence
22 that cannot be so verified shall be charged against the employee's sick leave or other
23 appropriate leaves.
24
25 4. Should the employee's absence due to an industrial injury or illness extend beyond
26 sixty days, the employee shall be permitted to use accrued sick leave until temporary
27 disability payments cease, until he/she returns to duty, or until sick leave accrual
28 has been used up. In no case, however, shall the total exceed five school
29 months.
30
31 5. During any period an employee is receiving his/her regular salary from the District,
32 he/she is required to endorse over to the District all temporary disability payments
33 received from the District's industrial insurance carrier in accordance with Section
34 87787 of Education Code. Charges to the employee's sick leave balance shall be
35 as follows:
36
37 a. Industrial disability leave shall be reduced by one day for each day of authorized
38 absence regardless of temporary disability payments paid by the District's
39 industrial insurance carrier.
40 b. Sick leave shall be reduced only by the amount necessary to provide a full day's
41 wage or salary when added to temporary disability benefits.
42
43 6. Any employee who is absent because of a work incurred illness shall not be entitled
44 to receive wages or salary from the District which, when added to temporary

1 disability benefits, will exceed his/her full salary during the period of his/her
2 absence.

3

4 7. Any employee receiving industrial disability leave benefits must remain within
5 the State of California unless the Board of Trustees authorizes travel outside the
6 state.

7

8 8. When an industrial accident or illness leave overlaps into the next fiscal year, the
9 member shall be entitled to only the amount of unused industrial accident or illness
10 leave due him/her for the same illness or injury.

11

12 G. Parental Leave

13

14 Parental leave shall be granted to contract, regular, long-term substitute and temporary,
15 part-time faculty employees subject to the provisions of the sick leave article of this
16 Agreement for the birth and/or care of the newborn child of the employee or for
17 placement with the employee of a son or daughter for adoption or foster care.

18 H. Quarantine Leave

19

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

24

25 I. Jury Duty

26

27 1. A contract, regular, long-term substitute and temporary, part-time faculty member
28 called for jury duty shall not be encouraged in any way to seek exemption from such
29 duty nor shall he/she be discriminated against in any way for not seeking such
30 exemption.

31

32 2. When regularly called for jury duty in the manner provided by law, a faculty
33 member shall be granted a leave of absence without loss of pay for the time the
34 employee is required to perform jury duty during the employee's regularly assigned
35 working hours.

36

37 3. Request for jury service leave should be made by presenting, within two (2)
38 working days of receipt and in advance of the absence, the official court
39 summons to jury service to the employee's first level manager.

40

41 4. Employees are required to return to work during any day in which jury duty services
42 are not required.

43

- 1 5. The District may require verification of jury duty time prior to providing jury duty
2 compensation.
3
- 4 6. Reimbursements to District: Any payment received by the employee from an
5 agency for jury duty shall be endorsed to the Peralta Community College District
6 and forwarded to the District Payroll Supervisor.

7

8 **J. Subpoena Leave**

9

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

14

15 **K. Federation Leave**

16

- 17 1. The Federation shall have a maximum of fourteen (14) days for release time to be
18 used for:
- 19
- 20 a. Local, state and national conferences sponsored by AFT/CFT, FACCC and/or
21 statewide academic senate.
- 22
- 23 b. Participation in seminars and institutes sponsored by institutions of higher
24 learning and/or governmental agencies or bodies.
- 25
- 26 c. Participation and/or attendance at meetings called by governmental agencies or
27 bodies.
- 28
- 29 2. Persons eligible will be the President of the PFT and/or his/her designee.
- 30
- 31 3. The request of the above stipulated Federation leave shall be made at least two weeks
32 prior to the event for which the leave is being requested. The request shall be
33 submitted in writing to the Director of Employee Relations, who will be responsible
34 for notifying the appropriate first level administrator(s).
- 35

36 **L. Educational Leave**

37

- 38 1. A faculty member, upon request, shall be granted a leave of absence for one year
39 without pay for the purpose of educational improvement. The District, upon request
40 by the faculty member, may extend or renew his/her educational leave for one (1)
41 additional year.
- 42

1 2. The following leaves will not be granted for two academic years after
2 completion of an educational leave, except by mutual agreement:

- 3
4 a. Leaves of Absence without Pay
5 b. Educational Leave
6 c. Research/Work Experience Leave
7 d. Exchange Leave
8 e. Professional Development Leave
9 f. Retraining Leave

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

12
13
14 3. In cases where a department, discipline or program is less than three (3) FTE, one
15 (1) FTE may be out on educational leave in any one semester.

16
17 4. Faculty members on approved educational leave without pay shall be covered by
18 the District for medical, dental, life and disability only.

19
20 M. Research/Work Experience Leave

21
22 1. Any faculty member who is awarded a research grant may be granted a leave of
23 absence without pay for a period not to exceed two semesters.

24
25 2. Requests for research/work experience leaves must be submitted in writing to the
26 college Professional Development Committee at least eight (8) weeks before the
27 proposed starting date for the leave.

28
29 3. Leaves shall be recommended to the President, the Chancellor and the Board of
30 Trustees by the college Professional Development Committee.

31
32 4. Faculty members on approved research/work experience leave without pay shall be
33 covered by the District for medical, dental, life and disability only.

34
35 5. The District, upon request of the faculty member, after review and
36 recommendation by the college Professional Development Committee, may extend
37 such leave for a maximum of two (2) consecutive years at a time.
38

1 N. Long-term Personal Necessity Leave

- 2
- 3 1. Any faculty member shall, with eight (8) weeks advance notice, be granted a leave
4 of absence without pay for personal reasons. The leave shall be granted for no less
5 than one (1) semester, with the provision that such leave shall not extend beyond
6 the end of the academic year in which the leave is granted.
- 7
- 8 2. Leaves of absence shall not be granted for the purpose of accepting employment
9 elsewhere. Acceptance of employment elsewhere while on leave shall, unless
10 otherwise provided for herein, be considered as resignation from the Peralta
11 Community College District.
- 12
- 13 3. If the need for the long-term personal necessity leave no longer exists the faculty
14 member must request reemployment by the District. If reemployment is not
15 offered, the provisions of the immediately preceding paragraph shall be waived for
16 the remainder of the semester.
- 17
- 18 4. The District, upon eight (8) weeks advance request by the faculty member, may extend
19 or renew his/her long-term personal necessity leave for one (1) additional year.
- 20
- 21 5. The eight (8) week advance stipulated above shall be waived in the event of
22 documented protracted illness of a family member as defined in this Agreement.
- 23
- 24 6. Faculty members on approved long-term personal necessity leave without pay shall
25 be covered by the District for medical, dental, life and disability only.
- 26
- 27 7. Failure of a faculty member to return from authorized leaves shall constitute
28 resignation of the faculty member from employment with the District.
- 29

30 O. Legislative Leave

- 31
- 32 1. Every permanent faculty employee who is elected to the Legislature (State or
33 Congress) shall be granted an unpaid leave of absence from their duties as an
34 employee of the District during the term(s) of office.
- 35
- 36 2. During the term(s) of such leave of absence, the permanent faculty employee may be
37 employed by the District to perform such less than full-time service requiring
38 academic qualifications. Compensation shall be based on the employee's placement
39 on the Faculty Salary Schedule and pro-rated according to hours of work.
- 40
- 41 3. Legislative leave of absence shall not affect in any way the classification of such
42 employee.
- 43
- 44 4. The faculty member on such leave shall notify the District of an intended return at
45 least four (4) weeks in advance.

1 5. The faculty member on such leave shall be entitled to return to employment at the
2 end of the leave within six months after the term of office expires.
3

4 **P. Military Leave**
5

6 An academic employee will be granted military leave in accordance with the provisions
7 of the State of California Education Code and of the Military Veterans Code. Request for
8 military leave shall be submitted in writing, accompanied by military leave orders,
9 two (2) weeks prior to the leave starting date, except in the case of a state or national
10 emergency. Copies of the Code are available in the Peralta Community College District
11 Office of Employee Relations.
12

13 **Q. Exchange Leave**
14

15 The District shall grant exchange leave to regular faculty members in accordance
16 with the provisions of Sections 87422, 87423 and 87424 of the California Education
17 Code.
18

19 **R. Professional Development Leave (Sabbatical)**
20

21 **1. Criteria**
22

23 Professional development leave, with pay, may be granted to regular faculty
24 members for the purpose of carrying out an approved program which will benefit
25 the District, students, the college and the faculty member. It is understood that
26 professional development leaves are not to be granted as a reward for work already
27 performed, but rather as a means of providing improved service in the future. For
28 salary information see paragraph 12 of this section.
29

30 **2. Requirements**
31

32 All provisions pertaining to professional development leaves will conform to
33 statutory requirements.
34

35 **3. Announcement**
36

37 By September 30th of every year the College Staff Development Committee
38 Chairperson will send an announcement to all tenured regular faculty informing
39 them of the following:
40

- 1 a. The eligibility requirements;
- 2 b. The amount of FTE available for sabbatical leaves for the following academic
- 3 year;
- 4 c. The deadlines and procedures for applications; and
- 5 d. The time, date, and location of an introductory workshop that the Staff
- 6 Development Committee will sponsor to inform interested faculty members
- 7 about the procedures.

8

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4. Introductory workshop

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

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

5. Deadlines

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

6. Eligibility

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

7. Application Ranking

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

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h. Notification

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

i. Letter of Agreement

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

j. Illness, Injury, Death

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

k. Committee Membership

1) The Professional Development Committee shall be established at each college and shall consist of three administrators, designated by the College President, and three faculty members, one appointed by the college Academic Senate, one by the PFT chapter chairs, and one by mutual agreement.

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

18

19 1. Salary

20

- 21 1) Professional development leaves may be arranged for one (1) year with a
22 grant equal to 66-2/3% of the annual year's salary, or for one (1) semester
23 with a grant of 100% of one-half year's salary.
- 24
- 25 2) While on professional development leave, the salary the faculty member
26 would have received if he/she had been in regular service shall be the basis
27 for computing his/her compensation. Salary for professional development
28 leave shall be paid in the same manner as that paid during regular service.
- 29
- 30 3) Professional development leave shall count for full salary increments, health
31 and welfare benefits, sick leave, and retirement benefits.

32

33 m. Professional Development Report

34

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

44

45

1 n. Professional Development Leave Allocation

2
3 A total of nine (9) FTE professional development leaves will be available during
4 the duration of this contract.

- 5
6 1) Professional development leaves shall be recommended by the college
7 Professional Development Committee.
8 2) If a college is unable to fund the recommended leave out of the college's
9 budget, the leave, if approved by the Board of Trustees, will be funded by
10 the District Office.
11 3) Leaves will only be funded by the District Office to assure reasonable
12 equity in the distribution of available leaves among the colleges. This equity
13 criterion will be based on the proportion of total District probationary and
14 regular faculty FTE assigned to each college.
15 4) Faculty members on Professional Development Leave shall be prohibited
16 from teaching extra service for the duration of the leave. During Professional
17 Development Leave, the expectation is that the Faculty member will devote
18 the equivalent of their full FTE to the activities, purposes and objectives of
19 the approved leave.
20 5) Any unused FTE designated for sabbatical leaves will roll over and be
21 available in future years. The method of use shall be determined by mutual
22 agreement between the PFT and the District.
23

24 o. Grievances pertaining to this section shall be limited to procedure violations.
25
26

27 **S. Retraining Leave**

28
29 **1. Eligibility**

30
31 Faculty members must have been employed by the District as regular, contract
32 employees for at least four years prior to application for retraining leave. The
33 purpose of such leave is to improve and enhance the effectiveness of faculty
34 member's on-the-job performance.
35

36 **2. Requirements**

37
38 Faculty members receiving such a retraining leave will be required to enroll in an
39 accredited college or university, or some other approved program acceptable to the
40 District, which will qualify the individual to meet the minimum qualifications
41 and competencies necessary to provide service in the area he or she is preparing to
42 work in.
43
44
45

1 **3. Application**

2
3 Application for retraining leave shall be on forms provided by the District (See
4 Appendix for copy) and must be filed by October 1 for Spring leave and by April 1
5 for Fall leave. Evidence of application for a plan of study and/or training must be
6 submitted with the application to the Professional Development Committee. Leaves
7 shall be recommended to the College President and Chancellor by the college
8 Professional Development Committee. In the event that the College President
9 does not approve, both the Committee's recommendation and the President's
10 recommendation will be submitted to the Chancellor.

11
12 **4. Committee Membership**

13
14 The Professional Development Committee shall be the same committee that was
15 established in Section R, Paragraph 11 above.

16
17 **5. Criteria for Acceptance of Leave Application**

- 18
19 a. Faculty members who have been evaluated as in need of skills and/or knowledge
20 upgrading, or
21 b. Faculty members for whom retraining is in the best interest of the District and
22 the faculty member, and
23 c. Faculty members who can achieve the retraining objectives in four or fewer
24 consecutive semesters.

25
26 **6. Criteria for Granting Leave**

27
28 To receive the leave, faculty members must be accepted in an education/retraining
29 program, which will allow them to achieve the retraining objectives. Before the
30 retraining leave begins, evidence of such acceptance shall be submitted to the Office
31 of Employee Relations.

32
33 **7. Salary**

- 34
35 a. Retraining leave pay will be based on 75% of the approved leave portion of the
36 employee's regular contract. For example, if an employee's regular contract
37 is 1.0 and his or her approved retraining leave is 0.50, computation of pay is
38 as follows: 0 .50 at regular contract rate of pay; 0.50 at 75% of regular contract
39 rate of pay.
40
41 b. In the case of a faculty member who retrains within a program or agency
42 conducted by a private business enterprise or other non-academic agency
43 acceptable to the District, the District shall pay the difference between his/her
44 Peralta salary and the salary of the non- academic institution not to exceed 75%

1 of salary. Pursuant to STRS regulations, faculty members will not be eligible
2 for full-time (1.0) service credits.

3
4 c. While on retraining leave, a faculty member shall not be assigned an extra
5 service assignment.

6
7 d. While on retraining leave, the salary the faculty member would have received if
8 he/she had been in regular service shall be the basis for computing his/her
9 compensation. Salary for retraining leave shall be paid in the same manner as
10 that paid during regular service.

11
12 e. Retraining leave shall count for full salary increments and health and welfare,
13 sick leave, and retirement benefits. Credits earned while on retraining leave
14 shall count toward advancement on the salary schedule upon receipt of official
15 verification from an accredited institution or approved training program.

16
17 **8. Service Obligation**

18
19 Recipients shall contract to serve the District for a period equal to twice the length of
20 the leave after completion of a retraining leave. In the event of failure to render such
21 a period of service after return from retraining leave, the grantee shall indemnify
22 the District against the loss by furnishing suitable bond, or by executing a contract
23 with the District binding the faculty member to return for at least the above period.
24

25 **9. Illness, Injury, Death**

26
27 In case of injury to or illness of the faculty member while on retraining leave which
28 prevents his/her completing the purpose of the leave, the leave will be terminated
29 and all provisions for sick leave shall apply. If death prevents the member from
30 fulfilling his/her agreement to return to service in the District, no repayment of salary
31 shall be required of his/her estate. Upon return to service and prior to completion of
32 obligatory years of service, if illness or injury qualifying for disability retirement
33 occurs, the faculty member shall be exempt from further obligations relative to
34 his/her leave.
35

36 **10. Number of Retraining Leaves**

37
38 The District will guarantee up to 5.0 FTE Retraining Leaves for the duration of this
39 contract. Upon return to service following completion of a Retraining Leave, the
40 District shall make every effort to assign the faculty member in his or her new area
41 of expertise.
42

43 **11. In cases where a department, discipline, or program is less than three (3) FTE, one (1)**
44 **FTE may be out on retraining leave in any one semester.**
45

1 12. Grievances pertaining to this section shall be limited to procedural violations.
2

3 **T. Leave Banking Program**
4

5 1. In order to encourage professional development and faculty revitalization, a Leave
6 Banking Program is established. Upon request, the Leave Banking Program allows
7 regular permanent (tenured) faculty to save up (or "bank") any contracted assigned
8 "extra service" hours in lieu of immediate compensation. For example, in a future
9 semester, after fifteen (15) banked equated hours have been accumulated, the faculty
10 member may exchange the banked hours for one full semester of leave at full pay.
11

12 Probationary faculty are eligible to accrue Leave Banking hours. Upon approval of
13 the Tenure Review Committee and College President, the probationary faculty
14 member with two or more years of service may be granted Banked Leave.
15

16 Partial contract (less than full-time) regular permanent (tenured) faculty members
17 may accrue Leave Banking hours during the summer session calendar only.
18

19 2. At the request of the faculty member, contracted assigned extra service and
20 summer session hours shall be bankable. Extra service is defined as all assigned
21 equated hours above a full-time load. If a full-time faculty member is "under
22 loaded," he/she is not eligible for extra service and may therefore not accrue hours
23 toward Banked Leave.
24

25 3. A faculty member may bank up to a total of thirty (30) semester equated hours. If
26 a faculty member reaches this limit, no additional hours may be banked until he/she
27 uses the time or cashes it out.
28

29 4. A faculty member may use banked equated hours for leaves of up to one (1) semester
30 within two (2) years; or two (2) semesters within three (3) years. A faculty member
31 may also use banked equated hours for partial leaves.
32

33 5. A faculty member may not bank time while he or she is on Banked Leave.
34

35 6. In the case of a protracted illness while a faculty member is on Banked Leave, which
36 prevents his/her completing the leave, the Banked Leave will be terminated and all
37 provisions for sick leave contained in this Agreement shall apply.
38

39 7. When a Banked Leave is completed, the faculty member shall return to his/her
40 regular assignment.
41

42 8. In any one semester, not more than one (1) FTE out of three (3) FTE faculty
43 members in a department, discipline, or program may be out on Banked Leave.
44

1 9. In cases where a department, discipline or program is less than three (3) FTE, one (1)
2 FTE may be out on Banked Leave in any one semester.

3
4 10. In the event that more faculty are eligible in a given term for Banked Leave than are
5 authorized to be on this leave, approval will be based on the District Seniority List
6 for faculty members by date of hire.

7
8 After a person takes a Banked Leave, he/she is rotated to the bottom of the seniority
9 list for the department, discipline or program for Banked Leave purposes.

10
11 A faculty member with a split load shall be counted in the department, discipline,
12 or program where he/she has the majority of his/her load.

13
14 11. Extra service may be banked in whole or in part.

15
16 12. While a faculty member is on Banked Leave, he/she shall receive full salary
17 payment, credit for anniversary salary step increments, health and welfare benefits,
18 sick leave and retirement in the same manner as if he/she were on regular
19 assignment.

20
21 13. Faculty members on Banked Leave may apply for Professional Development funds.

22
23 14. If granting all requested and authorized Banked Leaves would put the District
24 out of compliance with State regulations, e.g., 75/25 ratio, the total number of faculty
25 FTE (Full-Time Equivalent) authorized to take leaves will be reduced to comply with
26 the State regulations, e.g., 75/25 ratio. The criteria for this reduction will be by
27 seniority (date of hire) as specified in this article. Any person eliminated as a result
28 of this paragraph will automatically be given first priority the next time he/she
29 applies.

30
31 15. Banked Leave shall count towards accumulated time served and shall not constitute a
32 break in service.

33
34 16. Every year, at the faculty member's request, he/she shall receive from the District an
35 accounting of the number of equated hours and cash value accrued for each
36 term/year that he or she has banked.

37
38 17. A faculty member who has accumulated hours toward Banked Leave may cash out
39 some or all of the hours for documented critical financial emergencies² or to pay

² "Documented critical financial emergencies" shall include one of the following documented events occurring within the six months preceding the request to cash out: death of unit member, death in their immediate family, bankruptcy, foreclosure, divorce, birth or adoption, retirement, termination, resignation, or permanent disability of the unit member, or their spouse or domestic partner.

1 out nominal residual balances. The cashed out hours shall be paid at the rate in force
2 at which the funds were earned. In the case of death, disability, retirement,
3 resignation or termination for any reason, the amount of unused time shall be cashed
4 out at its full value at the rate at which it was earned.

5
6 18. Application

- 7
8 a. The faculty member shall notify the Dean/Vice President that he/she wishes to
9 accrue Leave Banking hours six (6) weeks before the start of the semester,
10 summer session, or at the time of assignment, whichever is later. Such
11 notification shall be in writing with the completion of applicable section(s) on
12 Leave Banking Program Form (See Appendix).
13 b. To utilize banked time, the faculty member must submit a completed Leave
14 Banking Program Form to the Dean/Vice President by September 1st for Spring
15 usage and by February 1st for Fall usage.
16
17 c. The District will notify the faculty member of approval or disapproval in writing
18 by October 15th for Spring requests and by March 15th for Fall requests.
19
20

21 U. Family Care Leave

- 22
23 1. Any eligible faculty member shall be granted an unpaid leave of absence for family
24 care pursuant to California State Law and Federal Law, once they have exhausted
25 all their paid leaves in this contract. This unpaid leave may be used
26
27 • for the birth and care of the newborn child of the employee;
28 • for placement with the employee of a son or daughter for adoption or foster
29 care;
30 • to care for an immediate family member (spouse, child, or parent) with a
31 serious health condition; or
32 • to take medical leave when the employee is unable to work because of a
33 serious health condition.
34
35 2. Faculty members on unpaid family care leave shall be covered by the District for
36 medical, dental, life and disability benefits only.

Documentation must be submitted to the Vice Chancellor of Human Resources & Employee Relations.

For any other documented critical financial emergency (not listed above), such as a serious medical emergency in the immediate family, documentation shall be submitted to both the PFT President and the Vice Chancellor of Human Resources and Employee Relations, and the Vice Chancellor shall make the final decision as to whether the documented critical financial emergency meets the criteria of IRS Code 1.451-2 (Constructive receipt of income), after consultation with the PFT President.

- 1
 - 2
 - 3
 - 4
3. A faculty member shall be authorized to use of up to fifteen (15) days of accrued sick leave in any school year to care for an immediate family member (spouse, child, or parent) with a serious health condition.

1 **ARTICLE 27 : REDUCTION TO PART-TIME**

2 *Information on reduced workload program.*

3 **A. Program**

- 4
- 5 1. The Peralta Community College District provides this program in accordance with
- 6 Section 87483 of the Education Code.
- 7
- 8 2. Individual agreements will be developed for participation in the program for a
- 9 period not to exceed ten (10) years.
- 10
- 11 3. The period of such part-time employment shall not exceed ten (10) years.
- 12
- 13 4. Over the period of an employee's early retirement agreement, he/she will not be
- 14 permitted to serve either less than a 0.5 load or less than the equivalent of one-half
- 15 (1/2) the number of days of service required by the employee's assignment during
- 16 the final year of service in a full-time position. The percent of load and number
- 17 of days to be served shall be specified in each individual agreement. Extra
- 18 Service assignments shall not be allowed.
- 19
- 20 5. An individual agreement and program participation can only be revoked through
- 21 the mutual consent of the employee and the District. Revocation shall be agreed to
- 22 at least six (6) months prior to a return to full-time assignment.
- 23

24 **B. Qualifications**

25

26 To qualify for this program an employee must have met the following requirements

27 prior to the reduction in service:

28

- 29 1. Ten (10) years of full-time faculty service in California, of which the immediately
- 30 preceding five (5) years were full-time in the Peralta Community College District.
- 31
- 32 2. During the period immediately preceding a request for a reduction in workload, the
- 33 employee must have been employed full-time in a faculty position for a total of
- 34 at least five (5) years without a break in service. Approved leaves of absence shall
- 35 not constitute a break in service. Such leaves shall not be used in computing the
- 36 five-year full-time service requirement.
- 37
- 38 3. The employee shall be fifty-five (55) years of age or over before the beginning of
- 39 the term in which his or her reduced employment commences.
- 40
- 41
- 42
- 43

1 C. Application and Approval

2

3 1. Qualified, interested employees shall initiate this procedure by formal written
4 request to the Board of Trustees delivered to the college president.

5

6 2. Initial requests shall be received by the college president no later than May 15
7 for implementation in the following academic year.

8

9 3. Individual agreements will be developed for each approved applicant.

1 **ARTICLE 28 : MATRICULATION**

2 *Information on Student Personnel Services Specialists.*

3

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

8

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

12

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

1 **ARTICLE 29 : RETIREMENT**

2 *Definitions and retirement plan general information.*

3
4
5 **A. Definitions of "Full Retirement"**

6
7 "Full Retirement" means withdrawal from active service with a retirement from the State
8 Teachers' Retirement System (STRS) or PERS. "Full Retirement" does not preclude
9 employment by, with, or in the District.

10
11 **B. Retirement Plans and STRS**

12
13 **1. General Information**

- 14
15 a. Eligibility for retirement and retirement allowances are determined by the State
16 Teachers' Retirement System (STRS).
17 b. Information requested by STRS in determination of retirement benefits that is not
18 provided may result in a delay in benefits being paid. All faculty members have
19 the right to review their file maintained by STRS upon request and submission
20 of proper identification.
21 c. Application for Retirement packets may be obtained from the Office of
22 Personnel at the PCCD Offices.
23 d. It is the employee's responsibility to obtain, prepare, and mail the application forms
24 to STRS in Sacramento.
25 e. Notification in writing of any name change or change of address should be made
26 directly to the State Teachers' Retirement System, Post Office Box 15275-C,
27 Sacramento, California 95851.
28 f. Correspondence to STRS should include full name, address, social security
29 number, and telephone number with area code.
30 g. When converting from hours to days for the purposes of STRS, the sick-leave
31 retirement conversion factor shall be 6.0 hours = 1 day

32
33 **2. Regular Service Retirement Plans**

34
35 Faculty members may retire from regular contract service at the age of 55 or older
36 with at least five years of credited service.

37
38 **3. Under Age 55 With 30 Years of Service Plan**

39
40 Faculty members may retire from regular contract service if they are at least age 50
41 with 30 years or more of credited service verified by the State Teachers' Retirement
42 System. Any employee who applies for retirement under this plan and who qualifies
43 by STRS rules will receive District approval.

1 4. **Health and Welfare Benefits**

2
3 See relevant sections of Article 22.

4
5 5. **Exit Interviews**

6
7 The District shall be responsible for notifying all retirees (in writing) of their rights,
8 including, but not limited to, their health and benefits rights and the consequences
9 of not utilizing them. Retirees shall be required to sign off on their rights at the time
10 of retirement. (See APPENDIX 3 (A3)).

11
12 C. Post Retirement Part-time Faculty Pay

- 13
14 1. Contract faculty members who retired between June 30, 1992 and June 30,
15 1997 and are reemployed by the District to provide part-time temporary services shall
16 be compensated based on 100% of the column and step placement applicable at the
17 time of retirement. Retirees shall be eligible for this pay rate for a period of
18 five of the seven years following retirement. Thereafter, retirees will be paid at
19 the regular part-time rate.
20
21 2. It is understood that faculty members who retired between June 30, 1992, and June 30,
22 1997, will be offered post retirement employment at the sole discretion of the
23 District, unless they are covered by a retirement incentive agreement that provides
24 otherwise.
25
26 3. Pay adjustments in the years following retirement shall be made on the same basis
27 as the pay adjustment for faculty who retired between January 1, 1991 and August
28 26, 1991.
29
30 4. Annual earnings may not exceed the current STRS maximum.
31
32 5. If the State modifies the current 75/25 faculty ratio calculations in a manner that
33 affects the District's ability to treat hours worked under this agreement as full-time
34 faculty hours, this agreement clause may be opened for renegotiation.

³ Post Retirement Part-time Pay Calculation Examples

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

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

1 **ARTICLE 30 : PART-TIME TEMPORARY INSTRUCTORS**

2 *Information on benefits and assignment.*

3
4 **A. Working Conditions**

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

6
7
8 **B. Salary**

9 Including, but not limited to, relevant provision of Article 21.

10
11
12 **C. Health and Welfare Benefits**

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

14
15
16 **D. Eligibility List**

17
18 The District shall establish, maintain, and circulate each term a list of all temporary
19 part-time faculty members who are currently working in the District. The list shall
20 circulate to all Dean/Vice Presidents of Instruction at each of the colleges.

21
22 The list is to inform the Dean/Vice Presidents about the availability of part-time faculty
23 members for assignments in colleges where they do not currently work. Before new
24 faculty members are hired, the list shall be reviewed and Dean/Vice Presidents shall
25 make an effort to hire first from this list.

26
27 The list shall include:

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

37
38 A copy of the list shall be mailed to the PFT each term. This provision shall not be used
39 to interfere with or violate the District's and the PFT's commitment to Equal
40 Employment Opportunity.

41
42 **E. Full-Time Contract Positions**

1 Part-time temporary faculty members shall be guaranteed the right to an interview for any
2 publicly advertised regular contract, probationary, or long-term substitute position if that
3 position is in the specific area the faculty member is currently working, or has worked in
4 the District, and for which that person applies. Application must be made, in writing, to
5 the District Personnel Office no later than the closing date posted on the specific
6 announcement.

7
8 This provision shall not be used to interfere with or violate the District's and the PFT's
9 commitment to Equal Employment Opportunity

10
11 **F. Letters of Assignment**

12
13 1. The District will offer, as a standard practice, one-year employment agreements to
14 part-time temporary faculty who have at least two (2) years of effective service with
15 the District.

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

26
27 2. The colleges, whenever possible, shall issue letters of assignment to all other part-
28 time faculty by June 30 for the fall term and by December 1 for the spring term. The
29 letter shall specify the course, the number of hours the class meets, the location and
30 the time.

31
32 3. Whenever possible, the college shall issue letters of assignment for one (1) full year.

33
34 4. The issuances of such letters of assignment shall not preclude the District's right of
35 assignment of underloaded regular and probationary faculty members to classes
36 currently taught by or assigned to part-time temporary faculty members, or the
37 right to cancel when deemed appropriate.

38
39 5. Such letters of assignment do not constitute a contract for employment.

40
41 **G.** Whenever the layoff of contract and regular instructors requires that part-time
42 temporary instructors be terminated or not rehired, as provided by the Education
43 Code, the District as a courtesy, will send to the PFT a list of the name(s) and
44 discipline(s) of part-time temporary faculty who are affected.

1 **H. Part-time Faculty Rehire Preference Pool**

2
3 The District and the PFT are committed to the principles and law of Equal
4 Employment Opportunity. In addition, it is recognized that the communities and students
5 served by the District are diverse in their cultures, ethnicities, language groups and
6 abilities, and the District and the PFT are therefore committed to fully representing that
7 diversity in its workforce. The District and the PFT value diversity and strive to assure
8 that a plurality of represented groups participates in the development and delivery of
9 its instructional and student services programs.

10
11 The District and the PFT recognize that the success of its instructional and student
12 services programs is in large part dependent upon a valued and competent part-
13 time faculty that is committed to consistently delivering a high quality of instruction
14 and student services.

15
16 **1. Preferred Hiring Pool:** Part-time faculty in the Preferred Hiring Pool will be given
17 preference in assignment over part-time faculty in the Non-Preferred Hiring Pool.
18 Within the Preferred Hiring Pool, seniority will be considered as specified in #3
19 below. This policy is in no way meant to modify or change existing PCCD
20 policies and practices in assignment of extra service classes to contract faculty (see
21 Article 18). The Preferred Hiring Pool shall consist of part-time faculty who
22 meet all the following criteria:

- 23 a. Employed as a part-time faculty member OR Long-Term Substitute
24 (LTS) in the College(s)/Discipline(s) for at least eight of the last twelve
25 semesters, or currently employed part-time faculty who have successfully
26 completed the Peralta Faculty Diversity Internship program.
- 27 b. Performance Evaluation.
- 28 1) The Performance Evaluation shall follow all guidelines outlined in Part
29 Two of the Faculty Evaluation Handbook with the rating provided on the
30 summary form. A "surpasses requirements" performance evaluation⁴ or
31 better shall be required for initial entry into the Preferred Hiring Pool for a
32 given discipline.
- 33 2) Faculty who teach in multiple disciplines must be evaluated in each
34 discipline for entry into the Preferred Hiring Pool for that discipline. In
35 cases where a single department chair oversees multiple disciplines, the
36 faculty member and department chair can agree to use a single evaluation
37 for multiple disciplines using the approved form (Placement in Preferred
38 Hiring Pool for Multiple Disciplines). If the evaluation rating is
39 "surpasses requirements" or better and the form is signed, the faculty

⁴ The Evaluation rating system for part-time Peralta evaluations shall be:

- 1) Is exemplary
2) Surpasses requirements
3) Meets all requirements
4) Does not consistently meet requirements
5) Does not meet requirements

1 member will be placed into the Preferred Hiring Pool for all approved
2 disciplines.

3 3) Once in the Preferred Hiring Pool, a "surpasses" performance evaluation
4 or better shall be required for an instructor to remain in the Preferred Hiring
5 Pool.

6 4) Once in the Preferred Hiring Pool, a faculty member who receives a "Meets
7 Standards" rating can request a second evaluation for the following
8 semester. The faculty member will stay in the Preferred Hiring Pool until
9 the second evaluation is completed.

10 (a) An improvement plan will be developed by the responsible Dean, in
11 collaboration with the department chair before the end of the semester
12 in which the first evaluation occurs. The terms of that improvement
13 plan will need to be met the following semester as part of the second
14 evaluation.

15 (b) "Improvement Plan" guidelines and timeline should use tenure track
16 language modified to fit part-time evaluation process and schedule.

17
18 **2. Non-Preferred Hiring Pool:** Consists of part-time faculty members currently
19 employed by the District but not in the Preferred Hiring Pool or applicants for part-
20 time teaching positions who meet state minimum qualifications.

21
22 a. If part-time faculty positions are open but there are no available qualified
23 individuals in the discipline from the Preferred Hiring Pool, the Division Dean
24 or designee shall consider faculty members currently employed in the
25 department discipline or at another college in the District who are not in the
26 Preferred Hiring Pool. The Dean or designee may also contact the Office of
27 Human Resources regarding selected outside discipline candidates who are
28 currently in the central District database, screen candidate materials for
29 desirable skills and attributes, and interview candidates prior to making a
30 recommendation for employment.

31 b. Faculty assignments shall comply with Article 18-A-12.

32
33 **3. Seniority:** Within the Preferred Hiring Pool, part-time faculty assignments shall
34 be made by seniority up to base load as follows:

35 a. When assignments are made, the part-time faculty members' availability and
36 preference will be considered. Such availability and preference is to be
37 provided to the VPI (or designee) by December 15 for the following fall
38 semester and by May 15 for the following spring semester using the agreed
39 upon preference form.

40 b. If all faculty in the Preferred Hiring Pool are assigned their base load,
41 additional classes may be assigned to either part-time faculty in the Preferred
42 Hiring Pool or to part-time faculty not in the Preferred Hiring Pool
43 irrespective of seniority.

- 1 c. If there are not enough scheduled classes available for an upcoming semester
2 (in a particular department in a college) to allow all part-time faculty in the
3 Preferred Hiring Pool to be assigned their base load, classes will be assigned
4 by seniority up to base load for each faculty on the list starting with the most
5 senior faculty member until all classes have been assigned.

6
7 Exceptions to this process shall only be by mutual agreement of the faculty
8 members affected and approval of the Vice President of Instruction (or
9 designee).

- 10
11 d. If seniority is not used to make an assignment, a letter of explanation shall be
12 provided along with the 60-day letter of assignment.

13
14 The explanation shall be based on the knowledge, skills, and abilities required
15 for the position and may consider such things as: possession of unique job-
16 related skills, possession of specific licensing requirements, and/or possession
17 of unique experience. The required letter of explanation to the faculty member
18 shall indicate the skills, licensing and/or experience upon which the selection
19 decision was made. Employment performance, evaluations, discipline history,
20 and/or complaint history shall not be considered in the decision.

21
22 The explanation shall cover only a specific class for one semester.

23
24 **4. Transition Plan to Implement for Fall 2018 Assignments:**

- 25 a. Faculty in the Preferred Hiring Pool with a "Meets Standards" rating for their
26 most recent evaluation can request a new evaluation in Fall 2017.
27 b. If, at the end of the Fall 2017 evaluation, a faculty member receives a "Meets
28 Standards" rating and requests a second evaluation, the person will remain in
29 the Preferred Hiring Pool until the second evaluation is completed in Spring
30 2018, for the purposes of Fall 2018 assignments.
31 c. The faculty member will be provided a base load assignment in Fall 2018,
32 pending their Spring 2018 evaluation results.
33 d. At the end of Spring 2018, the second evaluation will determine whether the
34 part-time faculty is in or out of the Preferred Hiring Pool.
35 e. If any evaluation is not completed in accordance with the evaluation process
36 (at no fault of the faculty), and the faculty meets the time requirements of
37 eight out twelve semesters, the faculty will remain, or be placed into, the
38 Preferred Hiring Pool.
39 f. Faculty who have taught four or five semesters by the end of Spring 2017
40 may request an out of schedule evaluation during 2017-2018. If this
41 evaluation rating is "Surpasses" or "Exemplary," they will be placed in the
42 Preferred Hiring Pool in Fall 2018, when the seniority system begins. If the
43 evaluation rating is lower, they will be allowed to request a second
44 evaluation, as per current policy.

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5. Removal of Part-time Faculty from the Preferred Hiring Pool:

The following conditions constitute grounds for removal from the Preferred Hiring Pool:

a. Permanent removal from the Preferred Hiring Pool shall result pursuant to Educational Code 87665.

b. A sustained complaint concerning harassment or discrimination only, the outcome of which did not rise to the level of suspension or dismissal pursuant to the Education Code. A sustained complaint implies a thorough investigation (refer to Investigation Article of CBA) was carried out and the faculty member in question was accorded due process as per the Ed Code and CBA, including any side letters.

A sustained complaint is a complaint which, after a fact-based investigation, is found to be supported by the preponderance of the evidence standard. The District's investigation finding is not subject to the grievance process.

1) Process for request for reinstatement from removal due to sustained complaint concerning harassment or discrimination only:
A part-time faculty member who is removed from the Preferred Hiring Pool due to a sustained complaint of harassment or discrimination may submit a request to the College President to be reinstated to the Preferred Hiring Pool after one academic year, if all of the following conditions are met:

- a) The faculty member has not engaged in any of the conduct described above during the one-year period, and
- b) The faculty member is evaluated during the one-year period, and receives at least a "surpasses requirements" rating and
- c) The faculty shall be required to attend, and successfully complete harassment or discrimination awareness training provided by the District.

Reinstatement to the Preferred Hiring Pool is discretionary. A decision not to reinstate is not subject to the grievance procedure. However, failure to follow the process described in this article is subject to the grievance procedure.

c. Failure to turn in census rosters, attendance rosters, or grade rosters by the deadline provided by the district, given sufficient notification and at no fault of the district offices/administration.

- 1) Sufficient notification shall be defined as at least one email to the faculty member via PCCD email account within two days of the roster becoming available on the Faculty Center.
- 2) Process for removal due to failure to turn in records in a timely manner:

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- a) After two consecutive semesters of failure to turn in rosters in a timely manner, a faculty member in the part-time hiring pool may be recommended for removal from the Preferred Hiring Pool.
- b) A three-person committee shall be formed to consider the recommendation to remove due to failure to turn in rosters.
- c) The committee shall be made up of the Vice President of Instruction (or designee), the Academic Senate President (or designee), and a Department chair (or designee).
- d) The committee shall review all faculty records to ensure that all faculty who have not met the obligation are treated fairly.
- e) The committee shall allow the faculty member and the Dean a minimum of two weeks during the regular semester to provide supporting documents for review, before a decision is made on the case.
- f) If the committee does not meet according to the established guidelines (outlined below), then the faculty member shall remain in the Preferred Hiring Pool.
- g) Committee timelines are as follows:
 - (1) The Vice President of Instruction (or designee) shall send written notification of the committee meeting within two weeks of the start of the semester following the failure to turn appropriate documentation in to the district.
 - (2) The notification will provide at least two weeks' notice to the faculty member to prepare for the meeting.
 - (3) The committee meeting will occur by the 6th week of the semester.
 - (4) The decision of the committee shall be by majority vote and shall be made by the 8th week of the semester.
- h) Supporting documents presented to this committee may include:
 - (1) Notifications to the faculty regarding due dates for the submission of census roster, attendance roster or grade roster, and regarding the submission process.
 - (2) Notifications to the faculty that a document was not received by the due date.
 - (3) Instructions to the faculty on how to turn in the documents after missing the due date.
 - (4) Requests to the Dept. Chair to contact the faculty using the faculty's home phone or non-Peralta email regarding turning in the documents
 - (5) Evidence presented by the faculty member that they tried to turn the documents in, but problems with the District's Information Technology system (or Admissions and Records system) prevented the District from receiving the documents.
 - (6) Extenuating circumstances which may have prevented the faculty member from receiving emails, instructions, or notices; or which

1 may have prevented the faculty member from acting on notices
2 that were received.

3 (7) Evidence submitted by other faculty in the department regarding
4 the process of notification of these events.

5 (8) Evidence submitted by any Peralta faculty regarding problems
6 with Peralta's Information Technology system and Admissions
7 and Records system in regard to submitting census rosters,
8 attendance rosters and grade rosters.

9 (9) Supporting documents may be submitted to the committee in
10 person, in writing, or via email.

11 i) The decision of the committee is not grievable but violations of the
12 process described in this article are.

13
14 d. Process for reinstatement upon removal due to failure to turn in rosters:

15 1) A part-time faculty member who is removed from the Rehire Preference
16 Pool due to failure to turn in rosters may submit a request to be reinstated
17 to the Vice President of Instruction.

18 2) Requests must be made no later than the end of the third full week of the
19 fall/spring term following at least two consecutive semesters in which
20 roster submission timelines were met. The request will automatically be
21 approved upon validation of the roster submissions.

22 23 **6. Program Operational Components:**

24 a. Electronic List

25 The Office of Human Resources will create and maintain an updated electronic
26 list of all individuals currently in the Preferred Hiring Pool, and will provide
27 shared access to Division Deans, other designated College administrators, and
28 to the PFT President, PFT Grievance Officer, Faculty Senate Presidents and
29 College Department Chairs.

30
31 Human Resources will update the list as required. Designated individuals shall
32 have query access to view the list (view sorts by College or District-wide) by
33 discipline from his/her desktop. Part-time employees shall have computer access
34 to his/her individual information.

35
36 The electronic list shall include contact information, each discipline for which
37 minimum qualifications have been met, confirmation of receipt of required
38 performance evaluation received in Human Resources, base load (see #c
39 below), confirmation of the most recent District semesters worked, and the
40 discipline of service. The data shall not include reference to gender, ethnicity,
41 age, ability, or other category as protected by Equal Employment Opportunity
42 law.

43
44 The list shall be updated with current assignment information within four weeks
45 of the start of each semester.

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b. Assignment

Members of the Preferred Hiring Pool shall be offered assignments for his/her base load (see #c. below) if such assignments are available. Assignments beyond base load are not precluded by this agreement. The College retains the right of assignment of regular or contract faculty and to cancel part-time assignments based on the needs of the College and the District.

An assignment is defined as the load described in the Letter of Assignment or the load of the faculty member at the census date, whichever is greater. In the event of any error, the letter may be amended after the contractually mandated Letter of Assignment and prior to the first day of class.

c. Base Load

The base load of a part-time instructor shall be the average equated hours assigned to the part-time faculty member in each discipline at each college in the Spring and in the Fall semesters during the most recent three years, including the semester in which the list is made. Base load shall be calculated separately for the Spring and Fall semesters, up to a maximum of 67% of base contract load. Base load for former Diversity Interns shall be based on his/her internship assignment. The assignment preference is only at the college (s) where the part-time faculty member works. If a part-time faculty member is bumped from an assignment or has classes canceled, the base load calculation will include his/her base load as originally assigned. Exceptions to removal from the list will also be made in the event of approved family leave, documented medical circumstances, or a documented medical emergency.

For faculty in the Preferred Hiring pool in multiple disciplines per the form "Placement in Preferred Hiring Pool for Multiple Disciplines," the base load shall be the sum of all assignments within those disciplines. Colleges will be permitted to assign faculty to any discipline for which placement into the Preferred Hiring Pool has been established.

d. Emergency Hires

Emergency hires fill part-time faculty positions that become vacant due to the sudden unavailability of staff during an ongoing semester or during the four weeks immediately prior to a semester, summer session, or intersession, or when classes or services are added following the start of a semester, summer session, or intersession due to increased enrollment demands.

When an Emergency Hire position is identified, the Division Dean and Department Chair (if applicable, and/or other discipline faculty as designated by the Dean) shall make every effort to employ a part-time faculty member in the Preferred Hiring Pool.

1 If the Emergency Hire position cannot be filled with a part-time faculty member
2 in the Preferred Hiring Pool, the Division Dean and department chair (if
3 applicable, and/or other discipline faculty as designated by the Dean) shall
4 make a good faith effort to:

- 5 1) Review the database of discipline employees not in the Preferred Hiring
6 Pool
- 7 2) Coordinate with Human Resources for the review application materials of
8 outside candidates
- 9 3) Interview candidates who most closely meet the desirable skills and
10 experience of the position(s)
- 11 4) Select an individual to fill the unexpected vacancy.

12
13 Emergency hires from the non-Preferred Hiring Pool will not automatically
14 enter the Preferred Hiring Pool, unless they qualify as described above.

- 15
16 e. Bumping Rights
17 Members of the Preferred Hiring Pool will not have the right to bump from an
18 assignment of another Part-time Faculty member.

19 **ARTICLE 31 : SUMMER SESSION AND INTERSESSION**

20 *Faculty selection.*

21
22 **A. Definitions:**

- 23
- 24 1. Summer Session is a six week session between mid-June and late July
- 25 2. Intersession is any schedule of courses offered outside of the 175 academic days
26 and Peralta's six week summer session
- 27

28 **B. Selection of Faculty for summer session**

29
30 Summer session faculty shall be selected by the College President of each
31 college on the following priority basis:

- 32
- 33 1. Regular or probationary faculty members at the college who were not employed
34 during the preceding summer session;
- 35
- 36 2. Regular or probationary faculty members at the college who were employed
37 during the preceding summer session;
- 38
- 39 3. Part-time temporary faculty members who were employed by the college during
40 the preceding academic year;
- 41
- 42 4. All others.
- 43

1 If a faculty member is not selected in the above order, the College President,
2 upon request of the faculty member, shall provide the person with a written
3 statement explaining the reason(s) why he or she was not selected. If the
4 College President complies with the faculty member's request for a written
5 statement, the provisions of this subsection B are not grievable.
6

7 **C. Summer Session equated hour limit.**

- 8
9 1. Summer session faculty members may be offered more than one course during a
10 summer session, but no more than nine (9) equated hours.
11

12 **D. Selection of Faculty for Intersession assignments**

13
14 Intersession faculty shall be selected by the College President of each college.
15 All intersession assignments shall be voluntary.
16

- 17 1. There shall be no contractual preference for intersession assignment for either
18 regular or probationary faculty (as a group) or hourly faculty (as a group).
19 However,
20
21 a. Among regular or probationary faculty, priority shall be given to faculty who
22 did not teach intersession during the previous academic year.
23 b. Among hourly faculty, priority shall be given to hourly faculty in the Rehiring
24 Preference Pool (Article 30, sec H).
25

26 If a faculty member is not selected in the above order, the College President,
27 upon request of the faculty member, shall provide the person with a written
28 statement explaining the reason(s) why he or she was not selected. If the
29 College President complies with the faculty member's request for a written
30 statement, the provisions of this subsection are not grievable.
31

32 **E. Intersession assignments**

- 33
34 1. Intersession assignments by hourly faculty shall not count towards the maximum
35 (.6) load specified in Ed Code 87474(a) (2) and 87482.5, as it pertains to requiring
36 the offer of a contract position to an hourly faculty member.
37
38 2. Intersession assignments worked by hourly faculty will count towards time
39 worked (for advancement on the salary schedule)
40
41 3. Intersession assignment will add to sick leave accumulated (and will count
42 towards STRS or other retirement, in any way allowed by law) \

- 1 4. Intersession assignments can be banked and/or part of load for regular or
2 probationary faculty, with mutual agreement of their Dean.
3
- 4 5. Intersession assignments can be used to qualify hourly faculty for 5050 health
5 plan.
6
- 7 F. All other provisions of the PFT/PCCD contract shall be applied to summer school
8 and intersession faculty.
9

1 **ARTICLE 32 : VOLUNTARY SICK LEAVE CONTRIBUTION**

2 *Catastrophic illness contribution.*
3

4 A. A voluntary Sick Leave Contribution Program may be established to meet the needs
5 of faculty experiencing catastrophic illness or injury. Catastrophic illness or injury
6 means an illness or injury that is expected to incapacitate the employee for an extended
7 period of time, and that taking extended time off work creates a financial hardship
8 for the employee because he or she has exhausted all of his or her sick leave and other
9 paid time off (Ed. Code 87045 a 1). The Program shall be administered according to the
10 provisions below.
11

12 B. Contributions

13
14 The five-member, PFT appointed Voluntary Sick Leave Contribution Program
15 Committee shall call for voluntary contributions of accrued sick leave days/hours when
16 a need is identified and verified. Individual contributions by members of the PFT
17 bargaining unit may be made under all of the following conditions.
18

- 19 1. The minimum contribution per call is one day (8 hrs.).
- 20 2. The maximum contribution per call is five (5) days.
- 21 3. The minimum sick leave balance after the contribution is at least five (5) days.
- 22 4. Transfer of contributions shall be limited to the number of days used subject to the
23 maximums provided in this article.
24

25 C. Eligibility

- 26
- 27 1. A recipient of sick leave contributions must be an employee at the time the request
28 is made.
- 29 2. Other Paid Leave Accounts
30

31 No faculty member will be eligible for benefits until all other available paid leave
32 accounts under the PFT-PCCD Contract Agreement have been exhausted.
33

34 D. Benefits

- 35
- 36 1. **Full-Time Faculty:** The Program may contribute up to 50 days at 100% of pay but no
37 more than necessary for an employee to be eligible for long-term disability.
38
- 39 2. **Part-Time Faculty:** The Program may contribute up to 50 hours at the rate of
40 the faculty member's current load and rate of pay; this leave shall terminate at the
41 end of the semester in which it begins.
42

- 1 3. **Limitations on Use:** No faculty member may receive benefits from the Program
2 more than two times in his/her lifetime.
- 3
- 4 4. Faculty members receiving sick leave donations shall be covered by the District
5 for medical, dental, life and disability benefits, which they would be otherwise
6 qualified to receive.
- 7
- 8 5. **Effect of Receiving Benefits:** Benefit recipients shall be solely responsible for
9 any state and federal taxes on the donated time. Such taxes shall be withheld at
10 the normal rate for the recipient employee. In the event that the state or federal
11 governments rule that a tax liability is due other than as taxed, the recipient shall be
12 solely liable for such liabilities.
- 13

14 E. Request Procedures

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

30
31 The five-member PFT committee shall review the request and approve the call for
32 sick leave contributions. Faculty may not contribute more days/hours than needed.
33 The decision of the committee shall not be subject to the grievance and arbitration
34 provisions of the PFT-PCCD Contract Agreement.

1 **ARTICLE 33 : DISTANCE EDUCATION**

2 *Information on online courses.*

3
4
5 **A. Purpose**

6
7 The purpose of this Article is to provide for an environment where the use of
8 technology enhances, and in no way diminishes, the right of the student to a quality
9 state and academic experience and the responsibility of the faculty and the college to
10 provide that experience. It is intended to be interpreted in a manner consistent with
11 federal law. Unless otherwise specified in this Article, all distance learning courses
12 shall be subject to the provisions of this Agreement and District Policies, as they may
13 be amended from time to time, that govern non-distance learning offerings, including
14 but not limited to provisions relating to the development, assignment, size,
15 compensation for, and evaluation of classes.

16
17 **B. Definitions**

18
19 **Distance Learning** means any form of education where students are separated
20 from their instructors by time and/or space, including both on-line courses and
21 telecourses.

22
23 **Online course** means a course in which communication between the student and
24 instructor is primarily through computer or internet technology.

25
26 **Telecourse** means a course of televised lectures or other televised programs.

27
28 **C. Development of Distance Learning Courses**

29
30 1. Proposals for new distance education courses, including distance education versions
31 of current courses, shall be subject to the same procedures and policies as
32 any other curriculum development proposal. The offering and scheduling of
33 distance education courses and the assignment of faculty volunteers shall remain
34 the exclusive prerogative of the District.

35
36 2. Developing distance education courses requires special skills and shall be voluntary.
37 When the District and a faculty member agree that the faculty member will develop
38 a distance education course, that faculty member should be provided with adequate
39 preparation and training, and should be additionally compensated for the extra time
40 required to develop such a course or program.

41
42 3. The faculty member who creates a distance education course, whether a new distance
43 education course or an existing course converted to a distance education course,

1 has the right of first refusal for teaching it for a period of two years so long as he/she
2 remains in good standing. This right is contingent on adequate enrollment.

3

4 4. Copyright on Distance Education Materials

5

6 a. The copyright on all course materials developed by a faculty member for use
7 in District Education, including specific distance education classes, shall
8 belong 100% to that faculty member, unless a separate agreement is
9 negotiated.(see section c below) The District shall not utilize such material
10 in any way without written permission from that faculty member.

11

12 b. This copyright section does not apply to course outlines and other materials
13 (such as catalogue descriptions) submitted to the District specifically for
14 accreditation or publicity.

15

16 c. The District and faculty may, in lieu of 4.a. above, execute a separate
17 agreement where the member is commissioned or engaged, at his/her
18 discretion, to develop materials for a specific Distance Education Course, in
19 which case the terms of that agreement shall prevail. The agreement must be
20 on the “District Ownership of On-line and Web Based Material” Form (see
21 Appendix).

22

23 D. Technical Support

24

25 The District will endeavor to provide adequate technical instructional support services to
26 assure the ability of the instructor and students to send and receive data and to
27 communicate effectively.

28

29 E. Distance Learning Class Assignments

30

31 All distance learning assignments shall be voluntary. A distance learning class may not
32 be assigned as a part of a contract load without the consent of the faculty member.

33

34 F. Online Class Size

35

36 The maximum class size for any on-line course shall be equal to the lowest maximum
37 class size of any section of the same course taught at that college during that academic
38 year. In courses with separate lecture and laboratory sections, the laboratory maximum
39 shall be used.

40

41 If the course is only taught on-line during that academic year, the maximum class
42 size shall be determined by mutual agreement of the Department Chair and Dean, in
43 consultation with the faculty member, by reviewing class size maximums of
44 comparable courses in the department. Class size maximums for “online only”

1 classes shall be subject to approval by the PFT President and Vice Chancellor for
2 Educational Services.

3
4 Exceptions to maximum class size may be made by mutual agreement of the Dean
5 and the instructor. Either side may reopen this provision with notice to the other.
6 The parties agree to begin additional negotiations on class size for online classes no later
7 than September 1, 2007. This date may be extended by mutual agreement. In the event
8 that the parties do not reach agreement on class size by November 1, 2007, the parties
9 agree that the language in this Section F automatically sunsets and the parties shall
10 revert to previous past practice in setting class size.

11 12 G. Evaluation of Faculty Assigned to Teach Distance Learning Courses

13
14 Evaluation of Faculty Assigned to teach distance learning courses shall recognize
15 the special circumstances of teaching such a class.

16 1. In any situation where an instructor can be evaluated in either a classroom setting
17 or on-line, the instructor shall be evaluated in a classroom setting.

18
19 2. In circumstances where evaluations of on-line classes must be conducted to comply
20 with Education Codes:

21 a. Student evaluations shall be conducted on the web, using identical questions to
22 those in the currently approved student evaluation form.

23 b. The Faculty Evaluator and Evaluatee shall make a good faith effort to agree on a
24 classroom observation plan which will allow the Evaluator to fill out the current
25 Classroom Evaluation for the on-line class and follow, as best they can, the
26 current evaluation procedures. This shall include a pre-evaluation meeting, an
27 evaluation, and a post-evaluation meeting. These meetings may be conducted
28 on-line. The Evaluator will spend at least one hour observing the on-line class,
29 but is not limited to one hour.

30 c. Deans and Department Chairs will make a good faith effort to insure that
31 evaluators of on-line classes have experience in on-line instruction.

32
33 3. Beginning in Fall 2009, the PFT and PCCD will work together on a pilot project to
34 evaluate the use of web-based student evaluations for regular classes. For the
35 purpose of this project, web-based student evaluations shall only be used in
36 evaluation of tenured faculty, if both evaluator and the instructor being evaluated
37 agree to participate.

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H. Educational Technology Committee

The Vice Chancellor for Educational Services shall convene an Educational Technology Committee, composed of representatives of the PFT, DAS, and administration. The committee shall report its findings by May 2007. Any areas in which the committee reaches consensus shall be reduced to writing and recommended to both bargaining teams as modifications of this article.

1 **ARTICLE 34 : USE OF CAMERAS IN CLASSROOMS**

2
3 **A. Introduction**

- 4
- 5 1. This second Letter of Agreement addresses the conditions under which District
6 audio or video recording equipment and recordings apply to or affect faculty. This
7 Second Letter of Agreement includes the First Letter of Agreement and all of the
8 attachments cited in these letters. These letters and attachments will become part of
9 the PCCD-PFT contract and added to Article 12, Safety.
- 10
- 11 2. Camera Inventory: The District confirms that at the time this agreement was signed
12 there were 130 Smart Classroom cameras and 47 non-Smart classroom, Legacy and
13 non-Legacy cameras, in place, as per the lists of cameras and classrooms given to
14 the PFT by the District. (See Appendix)
- 15
- 16 3. What is covered: All existing cameras, existing classrooms, new or subsequently
17 added cameras, and any new classrooms that are built or established within District-
18 owned, leased, or operated property shall be governed by and in accordance with
19 these letters of agreement regarding security cameras in the classrooms. Faculty
20 working in “public spaces” shall have the same rights and protections as faculty
21 working in regular classrooms.
- 22
- 23 4. The Associate Vice Chancellor of Information Technology, or an alternate Peralta
24 administrator designated by the Chancellor, will be the administrator-in charge of
25 the infrastructure and data of the video recording system and will have full authority
26 to manage, maintain, oversee, monitor, and access the entire recording system,
27 including hardware, software, and all recordings (digital and printed) made by and
28 stored on the system.
- 29

30 **B. Terms and Conditions**

- 31
- 32 1. Whenever the District is permitted to make recordings, it shall make only video
33 recordings, not audio recordings.
- 34
- 35 2. Recordings will be maintained for no more than thirty (30) days, after which time
36 they will be recorded over or destroyed, except when allowed to be retained beyond
37 the time period by mutual written agreement of the PFT and PCCD.
- 38
- 39 3. If a faculty member has been recorded while performing his/her work in violation of
40 the terms of this Agreement, the District shall promptly destroy any recording made
41 (with the exception of the recording of criminal activity) if demanded by the PFT
42 President and the faculty employee after reviewing the video.
- 43

- 1
- 2 4. Should the District administrator-in-charge, or the VPI's, or any other college or
- 3 district administrator become aware that any faculty member has been recorded in
- 4 her/his classroom while teaching, the PFT President and the teacher will be notified
- 5 within 48 hours.
- 6
- 7 5. The recording of any and all faculty members shall not be used to discipline or
- 8 evaluate any faculty, except in cases of alleged criminal activity and/or criminal
- 9 investigation where the faculty member is either the victim or alleged perpetrator.
- 10 Prior to viewing video recordings for any actual or potential criminal investigation
- 11 or activity, the PFT President shall be notified of the District's intent 72 hours before
- 12 viewing, except in cases of immediate potential bodily injury.
- 13
- 14 6. PFT will have the right of access, upon reasonable request, to any recording and
- 15 monitoring areas or other areas which contain cameras, or which are within the view
- 16 of cameras. These rights include the rights to walk through such areas upon giving
- 17 reasonable notice. In addition, the PFT President shall be notified and promptly
- 18 allowed to view any recordings made of faculty in their classrooms. Upon request,
- 19 PFT shall be provided a copy of faculty recording(s).
- 20
- 21 7. District video recording of classrooms that are permissible by this Agreement shall
- 22 be set and limited to the hours between 11:30 p.m. until 5:00 a.m., and will cease at
- 23 5:01 a.m. each day. Unless otherwise agreed to in writing by the PFT and the PCCD,
- 24 no recording will begin earlier than 1.5 hours after the last evening class in the
- 25 District ends, or 1.0 hours before the first morning class in the district begins⁵.
- 26
- 27 8. The District shall notify and negotiate with PFT before it purchases and places any
- 28 additional cameras in new, existing, or additional classrooms; the District will notify
- 29 PFT before it replaces and/or upgrades cameras in new, existing, and additional
- 30 classrooms; all new, additional, and upgraded cameras will have a signaling device
- 31 that indicates to a normal viewer if and when they are recording.
- 32
- 33 9. If any District administrator, whether employed at the District Office or at the
- 34 colleges, is charged with willful violation any of the provisions in these letters of
- 35 agreement, the District, upon receipt of a complaint, will take the appropriate action
- 36 at the discretion of the Chancellor.
- 37
- 38 10. Police monitoring of the security recordings will be done under the full and complete
- 39 authority of the Chancellor, who may designate administrative oversight to the
- 40 Associate Vice Chancellor of Information Technology or his/her designee. See
- 41 attached agreement between Alameda County Sheriff's Department and the PCCD.
- 42

⁵ See PFT President for additional information.

- 1 11. Recording cameras in the Smart Classrooms will be programed to emit an easily
2 seen flashing red light visible from every location in the classroom to indicate when
3 the camera is recording.
4
- 5 12. Legacy and non-Legacy cameras are not programmable and contain no warning
6 light. When the Legacy and non-Legacy cameras are replaced, they will be replaced
7 with cameras or other recording devices that are programmable to have a clear,
8 visible, flashing warning light or some other visible warning to indicate the cameras
9 are recording.
10
- 11 13. The Associate Vice Chancellor of Information Technology or his/her designee will
12 send the attached verification form to each college VPI every semester, intersession,
13 and summer school to verify the hours the cameras will be recording and to obtain
14 written verification from the VPIs that the colleges have scheduled all classes to end
15 at least one hour before the recordings begin and have scheduled all classes to begin
16 at least one hour after the recordings have ended. The PFT President will receive a
17 copy of all of the verification forms. (See attached form)
18
- 19 14. The Associate Vice Chancellor of Information Technology or his/her designee will
20 also be responsible for calibrating the clocks at the district office, the four colleges,
21 and for the computer system.
22
- 23 15. Within twelve months of the signing of this Letter of Agreement, PCCD will notify
24 the PFT President about the status of the transition of the camera surveillance system
25 from being overseen and operated by an outside consultant to being fully overseen
26 and operated by the PCCD administration.
27
- 28 16. A faculty member may request the District to record one or more of his/her classes
29 for good cause. Good cause shall consist of the faculty member's fear of misconduct
30 or threatening behavior for which a recording might provide disincentive and/or
31 evidence. The faculty member shall submit a request on an agreed-upon form. A
32 copy of the form shall be given to the PFT within 48 hours of receipt of the form.
33 The PFT, District, and faculty member shall meet to agree upon the terms of
34 recording, including storage, access, use, beginning and ending dates, etc. No
35 recording will be permitted unless all three parties (PFT, PCCD, and faculty
36 member) sign a MOU regarding terms and conditions. (See attached form)
37
- 38 17. Either party may Re-open this article.

1 **ARTICLE 35 : TERM OF AGREEMENT**

2 *July 1, 2012 to June 30, 2015*

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

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

12
13 This agreement was ratified by the Peralta Federation of Teachers (PFT) on April 19, 2012.

14
15 This contract extension was approved by the Peralta Community College District Board of
16 Trustees on April 24, 2012.

17
18 Signed and entered into this 16th day of April, 2012.

19
20 For Peralta Community College District:

21
22 Trudy Largent, 4/16/2012
23 Deborah F. Budd, 4/16/2012
24 Ronald Gerhardt 4/16/2012

25
26
27 For Peralta Federation of Teachers:

28
29 Matthew Goldstein, 4/16/2012
30 Richard Greenspan, 4/16/2012