

July 1, 2004 - June 30, 2007 Agreement
(Agreement Extended through June 30, 2009)

PERALTA COMMUNITY COLLEGE DISTRICT
between
PERALTA FEDERATION OF TEACHERS

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APPENDIX

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

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

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

2
3 During the Term of this Agreement, the District agrees not to negotiate with any other organization or
4 with any person not officially designated by the Federation as its representative on matters upon which
5 the Federation is the exclusive representative and which is within its scope of representation.

6
7 The Federation agrees not to negotiate with any other organization or with any person not officially
8 designated by the District as its representative for the purpose of collective bargaining.

2
3 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over
4 District practices and procedures and over state laws to the extent permitted by state law.

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

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

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

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

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

A. Legal, Unrestricted and Non-confidential Information

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

B. Board Policies

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

C. Board Minutes

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

D. Facilities Usage

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

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

E. Copies of this Agreement

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

F. Federation/District Consultation

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

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

3
4 The Federation shall extend an invitation to the Chancellor to meet and confer with the Executive
5 Board of the PFT at least two (2) times a year on a mutually agreeable date and agenda.

6
7 The Chancellor shall designate at least one (1) PFT faculty seat on the following
8 committees/councils:

- 9
10 a. Budget Advisory Committee (BAC);
11 b. Chancellor's Policy Advisory Committee (CPAC);
12 c. Council on Instruction, Planning and Development;
13 d. Safety Committee;
14 e. AB 1725 Joint Governance Committees;
15 f. Facilities Usage Committee.

16
17 G. Professional Dues and Payroll Deductions

18
19 1. The District shall, upon proper receipt of authorization, deduct from the salary warrants of all
20 faculty members, including part-time faculty, the following:

- 21
22 a. State and Federal required deductions;
23 b. Dues to the following professional associations:
24 (1) Peralta Federation of Teachers;
25 (2) Faculty Association, California Community Colleges;
26 (3) Academic Senate (District and Colleges);
27 (4) California Higher Education Association;
28 (5) California Association of Educators.
29 c. Amounts for the purchase of tax-deferred annuities approved by the Board (there are
30 currently over 80 approved annuities);
31 d. Payments to credit unions listed below:
32 (1) City and County Employee's Credit Union;
33 (2) Alameda Municipal Credit Union;
34 (3) California Federation of Teachers Credit Union;
35 (4) All currently outstanding CTA Credit Union withholdings contracted prior to June,
36 1984;
37 (5) Provident Central Credit Union.
38 e. Amounts for the purchase of U.S. Savings Bonds;
39 f. Contributions to:
40 (1) United Way of the Bay Area;
41 (2) The Progressive Way;
42 (3) Bay Area Black United Fund;
43 (4) Bay Area CHAD (Combined Health Agencies Drive);
44 (5) The Peralta Foundation;
45 (6) The Environmental Federation of California;
46 (7) Laney Activities Association;
47 g. District approved life insurance premiums;
48 h. District approved disability insurance premiums;
49 I. PFT Political Action Committee contributions;

- 1 j. State Teachers' Retirement System (STRS) deductions;
- 2 k. The STRS Cash Balance Program, so long as District contributions are the same as or less
- 3 than the then current Social Security Contribution;
- 4 l. In addition to the above, deductions which the Peralta Board may approve in the future.
- 5
- 6 2. The Board shall deduct from the pay of each faculty member of the bargaining unit from whom it
- 7 receives written authorization to do so the required amount of dues to the Federation. The
- 8 Board shall deduct one-twelfth (1/12) of such dues from the regular check of the faculty member
- 9 for twelve (12) months.
- 10
- 11 3. The total amount of dues deducted, together with a list of faculty members from whose pay they
- 12 were deducted, along with the amount deducted from each faculty member and a list of faculty
- 13 members who had authorized such deductions and those from whom no deductions were made,
- 14 shall be forwarded to the Federation office no later than thirty (30) days after such deductions
- 15 were made. The payroll deduction authorization form shall be shown in the Appendix. The
- 16 same procedure shall apply to PFT/PAC.
- 17
- 18 4. Upon appropriate written authorization from the faculty member, Board shall deduct from the
- 19 salary of such faculty member deductions which were authorized as of the effective date of this
- 20 Agreement or which the Peralta Board may approve in the future.
- 21

22 H. Organizational Security

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

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

I. Grievance Processing Released Time

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

J. Release Time

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

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).

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

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

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

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

1 ARTICLE 8

SEPARABILITY AND SAVINGS

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

6
7 At the request of either party, the parties agree to enter into negotiations for the revision of the
8 Agreement with respect to any item that becomes invalid by reason of the above.

A. Definitions

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

B. Voluntary Transfers

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

1. Internal Position Announcements

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

2. Distribution of Internal Announcements

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

3. Announcement Period

Internal announcements will be advertised for the period of 10 working days during the academic calendar year.

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

1 recommendation as to whether or not to accept any of the applicants to fill the position.
2 When a candidate is selected by another Peralta College, he/she will be permitted to
3 make the transfer. Unusual circumstances may require a delay until a suitable
4 replacement is found.
5

- 6 b. If the Selection Committee recommends an applicant for a voluntary transfer, the
7 College President may choose the candidate or begin the public advertisement process.
8 If the President does not accept a recommended candidate he/she will provide a reason
9 to the faculty member. Disputes over non-selection of a recommended candidate are not
10 subject to the grievance procedure set for this in this Agreement.
11
12 c. If the committee decides not to recommend any candidates for the position, the vacancy
13 will be publicly announced and the District Hiring process will commence.
14
15 d. During the period a position is announced publicly, faculty members may continue to
16 apply for a position vacancy, without prejudice, if they desire.
17
18 e. The decision of the selection committee shall not be grievable.
19

20 6. Permanent Voluntary Transfers
21

22 All voluntary transfers are to be considered permanent.
23

24 C. Involuntary Transfers
25

26 When involuntary transfers must be made to another location, they shall be in accordance with the
27 following procedures:
28

- 29 1. If a college discontinues or reduces a particular program which results in the transfer to another
30 location of a regular or probationary faculty member, and if another college within the District is
31 offering a program for which this faculty member is both qualified and competent to work, and
32 in which a vacancy exists or in which he or she is senior to other faculty members; then this
33 person must be given an opportunity to transfer to the college which can utilize his/her service.
34
35 2. When the District finds it necessary to transfer a faculty member from one college to another
36 because of staffing conditions, volunteers will first be sought.
37
38 a. The position vacancy will be advertised internally throughout the District to provide an
39 opportunity for faculty members to apply.
40
41 b. The District will distribute a notice to all faculty members who are competent and qualified
42 to work in the designated Faculty Service Area.
43
44 c. Faculty members will have fifteen (15) working days during the academic calendar year in
45 which to respond.
46
47 d. In the case of more than one affirmative response, the faculty member with the most
48 seniority, who is both competent and qualified, shall be selected.
49

- 1 e. In the case of no voluntary respondents, the person(s) with the least seniority who is
2 (are) qualified and competent to work in the FSA will be assigned for the transfer.
3
- 4 3. Transfers made for the convenience of the District or short-term interchanges are to be made
5 with the understanding that the transferee will return to the original institution to fill the first
6 vacancy (equal to their contract load level) for which he or she is competent and qualified. If a
7 faculty member, transferred for the convenience of the District, finds that he or she wishes to
8 remain at the second college, and if that institution wishes to retain that person, then he/she
9 shall have the privilege of remaining.
10
- 11 4. The faculty member(s) to be involuntarily transferred shall be given official notice at least forty
12 (40) calendar days prior to the beginning of the semester in which the transfer is to take effect.
13 The written notice of transfer shall specify the effective date, time, work location, and course
14 and/or other assignments of the new position.
15
- 16 Exceptions to the forty-day notice requirement may be made in unusual circumstances, such as
17 sudden resignation, death, illness, accident, emergency leave, physical catastrophe or
18 unexpected and unavoidable incidents.

- 2
- 3 A. A faculty member may not be threatened with dismissal action by the college or District
- 4 administration so as to force the faculty member to submit a resignation of employment.
- 5
- 6 B. A faculty member who submits a written resignation may withdraw the resignation within ten (10)
- 7 working days.
- 8
- 9 C. A Resignation Form shall be used by the faculty member in submitting a resignation to the
- 10 appropriate college administrator. See Appendix 2 (A2) for Resignation Form.
- 11
- 12 D. All District property, including but not limited to keys, will be returned to the appropriate
- 13 administrator prior to the effective date of resignation.

1 ARTICLE II FACULTY EVALUATION AND TENURE PROCEDURES

2
3 All faculty evaluation and tenure review procedures included in the current "Faculty Evaluation
4 Handbook" are incorporated in and part of this Agreement.

5
6 Please refer to APPENDIX 20 (A20).

7

2
3 A. District Compliance

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

8
9 B. Safety Committee

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

15
16 C. Release Time

17
18 The members of the committee shall be allowed reasonable release time to attend safety committee
19 meetings.

20
21 D. No Discrimination

22
23 No employee shall be in any way discriminated against as a result of reporting any condition
24 believed to be a violation of CAL OSHA or other regulatory agencies that govern employee health,
25 safety and security.

26
27 E. Safety Precautions

28
29 Each faculty member shall observe normally-acceptable safety precautions in the performance of
30 his/her assigned duties.

31
32 F. Reporting Violations

- 33
34 1. Faculty members will report in writing to their immediate supervisor any conditions, which
35 come to their attention that may pose a threat to the health or safety of any person associated
36 with the District. In the case of emergencies, such reports do not have to be in writing and shall
37 be addressed within 24 hours or by the next workday.
- 38
39 2. The District shall investigate allegations of health and safety violations within seven (7) days
40 and take appropriate actions in a timely manner to correct the condition found to be unhealthy
41 or unsafe.
- 42
43 3. The faculty member making the report shall be notified within thirty (30) days in writing of the
44 action(s) taken as a result of his or her report.
- 45
46 4. In addition to, or in lieu of, the actions outlined above, a faculty member may file a complaint
47 with CAL OSHA or any other local, state, or federal regulatory agency without threat or fear of
48 reprisal.
- 49

1
2 G. Class Dismissal
3
4 Faculty members will have the right to dismiss a class without loss of compensation for that
5 workday when the health or safety of students or employees is believed to be endangered. The
6 faculty member must report the incident in writing to his or her administrator as soon as possible,
7 but no later than 24 hours after the incident or the next workday.

8
9 H. Safety Reports
10
11 The District will send a copy of its annual report in compliance with applicable laws and District
12 safety policies to the Peralta Federation of Teachers (PFT). A copy will also be on file, and available
13 for inspection, in the Office of Risk Management.

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

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

The provisions of this Article apply to Department Chairpersons, Head Librarians, and Counseling Department Chairperson assignments and any new job titles created by the District in the bargaining unit during the term of this Agreement. See Appendix I7 (A17) for job descriptions for the above listed special assignments.

A. Allocation of Department Chair Release Time

1. For the 2007-08 academic year, Department Chair release time shall be allocated as follows:
 - a. Berkeley City College = 2.4 FTE
 - b. College of Alameda = no FTE in Fall, 3.1 FTE in Spring
 - c. Laney College = 3.6 FTE in Fall, 6.2 FTE in Spring
 - d. Merritt College = 3.6 FTE
2. Beginning in Spring 2008, the minimum Department Chair allocation shall be .1 FTE for any chair.
3. For the 2008-09 academic year, a total of 15.3 FTE release time shall be allocated as follows:
 - a. Berkeley City College = 2.4 FTE
 - b. College of Alameda = 3.1 FTE
 - c. Laney College = 6.2 FTE
 - d. Merritt College = 3.6 FTE
4. Thereafter, the total 15.3 FTE Department Chair release time shall be allocated as follows:
 - a. The District shall compile the total number of active sections at each college on the first day of instruction of each semester, summer and intersession.
 - b. The total number of sections for the full previous year shall be calculated on the first day of each Spring semester.
 - c. District Department Chair release time shall be allocated to the colleges in proportion to their share of the total sections in 4b above.

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

C. Selection Procedure

1. The term of office for Department Chairpersons, Counseling Department Chairpersons and Head Librarians shall be from July 1 through June 30. Release time shall be for the academic year only.
2. The faculty of each department will select a person to be recommended for the position of Department Chairperson, Counseling Department Chairperson and Head Librarian. Final selection will be made by the President of the College after review by the appropriate division administrator and Dean. If the President does not select the person, the department faculty may select another faculty member who shall be appointed. In the event no candidates are recommended, the President may make the appointment. The Department Chairperson,

1 Counseling Department Chairperson and Head Librarian will serve for one (1) year, except
2 where there is mutual agreement between the President and the faculty members of the affected
3 department. The incumbent Department Chairperson shall initiate an election process between
4 April 1 and May 1 for the purpose of selecting a Department Chairperson for the following year.
5 Election shall be by secret ballot and all faculty members are eligible to vote on an equal basis.
6 Results shall be published and records (including ballots) kept for one year.
7

8 D. Allocation Criteria and Procedures
9

10 1. The Vice President of Instruction (or his/her designee) of each college, after consulting with the
11 Academic Senate President and the PFT Chapter Chairs, shall allocate the contractual FTE to
12 each department (or cluster of disciplines) considering the following criteria in making such
13 allocations:
14

- 15 a. Full-time FTE in the department;
- 16 b. Part-time FTE in the department;
- 17 c. The size and complexity of the departments' budget allocation;
- 18 d. Any facilities (such as laboratories) and/or equipment that must be monitored;
- 19 e. Classified staff FTE assigned to the department;
- 20 f. The need for the Department Chairperson to be involved in community groups or other
21 outside agencies;
- 22 g. Departmental responsibility for assessment or admission of students to programs.

23
24 2. The President of the college and the PFT Chapter Chairs shall each appoint two (2) members of
25 a joint faculty-administration appeals committee on Reassigned Time Allocation for
26 Department Chairpersons, Head Librarians and Counseling Department Chairpersons. If the
27 faculty members in a department believe that the allocation of reassigned time is inadequate for
28 their department, they may appeal their allocation to this committee. The committee shall
29 examine the arguments made by the faculty in the department in light of the criteria listed in
30 Part 1 above, and make a recommendation to the President of the College. The President may
31 accept or reject this recommendation.
32

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

A. Faculty Parking

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

B. Clothing/Uniform/Equipment

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

C. Equipment and Supplies

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

D. Office Space

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

E. Health Screening/Medical Records

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

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.

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

- 2
- 3 A. The Academic Calendar of the District shall be jointly developed by the District and the Federation
4 for a three-year period. This includes, but is not limited to, beginning and ending dates, holidays,
5 professional days, early start, uniform calendar, and total number of workdays. The proposed
6 calendars for any academic year shall be prepared in draft form by the District and then given to the
7 Federation for agreement. (See Appendix for copy.)
8
- 9 B. The College academic year calendar shall consist of 175 contracted days for full-time faculty
10 members.
11
- 12 C. Up to fifteen (15)¹ of the 175 days may be provided for faculty members to enable them to participate
13 in professional development activities.
14
- 15 D. The PFT and the District Academic Senate will jointly work with the District to develop the
16 program and the content for any and all Professional Development Days that might be agreed upon
17 by the District and the PFT.
18

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.

A. Faculty Assignments

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

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

Example:

Assume a workload of 150 students for one semester.

$$150 - 125 = 25/125 = .2 \text{ equated load.}$$

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

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

Air Conditioning and Refrigeration
Apparel Design and Merchandising
Apprenticeship
Architectural/Engineering Technology
Auto Body and Paint
Auto Mechanics
Aviation Maintenance
Aviation Operations
Carpentry
Construction Technology

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

- 22
- 23 d. All labs shall be equated at .80.
- 24 e. All non-instructional assignments shall be equated at .50.
- 25 f. All counseling assignments shall be equated at .50.
- 26 g. All librarian assignments shall be equated at .50.
- 27
- 28 6. Full-time instructors shall schedule, post and maintain at least five (5) office hours per week,
- 29 four (4) hours to be scheduled over four (4) days and one (1) hour to be arranged.
- 30 7. (1) For the first year of this Agreement, part-time classroom instructors (“instructors”)
- 31 working a teaching assignment of two classes or 40 percent or more of a full-time load
- 32 shall schedule, post and maintain one (1) office hour per week for that semester, for which
- 33 they shall be paid at the non-instructional rate (.5 equated hour). Payment shall be made
- 34 at the conclusion of the semester. Such office hour shall not be considered part of the
- 35 instructor’s load for any purpose.
- 36 (2) In each subsequent fiscal year covered by this Agreement, the availability of paid office
- 37 hours is subject to and conditioned upon matching State funding pursuant to AB 420 or
- 38 other appropriation expressly made for this specific purpose.
- 39
- 40 (3) If state funding provided for these office hours is reduced from the amount funded in
- 41 2000-2001, the parties will negotiate how the available funds will be disbursed, i.e., rate of
- 42 pay, percentage of load, and/or amount of time. If funding is eliminated, this program shall
- 43 cease, without the need for negotiations.
- 44
- 45 8. No instructor shall be assigned more than three course preparations during a given term
- 46 (exclusive of extra service). For those disciplines in which there are courses with fewer than 3

1 equated hours, instructors may not be assigned more than 9 equated hours for course
2 preparation. Exceptions may be made with the consent of the instructor.
3

- 4 9. If a faculty member develops a new course and it is put into the curriculum, the District will
5 make a good faith effort to give the faculty member the first right of refusal to teach the course.
6 This provision is not subject to the grievance procedure.
7
- 8 10. A new course is defined as a course not taught by the faculty member within the past two (2)
9 years. No instructor shall be assigned more than two (2) new course preparations per year and
10 no more than one (1) per term unless required to implement curriculum changes. For those
11 disciplines in which there are courses with fewer than 3 equated hours, instructors may not be
12 assigned more than 6 equated hours of new course preparation per year and no more than 3
13 equated hours per term unless required to implement curriculum changes. (This provision does
14 not apply to the first term of employment.) The District shall make a good faith effort to give at
15 least a twelve (12) weeks notice for any new course/assignment required. The District shall give
16 at least five (5) weeks notice for any new course preparation required. If there is a documented
17 emergency, the District may assign to a faculty member a new class preparation without notice.
18
- 19 11. The District may average load assignments for regular and probationary instructors over one
20 academic year. To overload or to implement a scheduled underload the District must notify the
21 faculty member in writing six (6) weeks before the assignment is due to begin. The maximum
22 amount the District may overload is .2 FTE per academic year.
23

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

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

- 37 12. Faculty assignments will be scheduled by the college administration in consultation with the
38 department chairperson and the individual faculty member. Sixty (60) days notice of the
39 proposed assignment shall be given in writing to every faculty member. If there is a documented
40 emergency that requires a change in a faculty member's assignment, notice shall be given as soon
41 as the college administration becomes aware of the need for an assignment change.
42
- 43 13. With the exception of extra service, a faculty member may not be scheduled without his/her
44 consent for the following assignments:
45
- 46 a. For more than two college sites during any one term;
 - 47 b. A day assignment following an evening assignment with less than an eleven (11) hour break;
 - 48 c. A six (6) day per week assignment;
 - 49 d. Saturday classes for more than one term during one academic year;

- 1 e. For more than four (4) consecutive hours of instruction or six (6) consecutive hours of
2 counseling without a one hour intervening break (except for Saturday classes and summer
3 session) unless a single course is scheduled for more than four (4) hours.
4

5 B. Temporary Faculty
6

- 7 1. Part-time temporary faculty members may be employed up to five (5) days per week. Service as
8 a day-to-day substitute shall not be counted either as part of load or for purposes of calculating
9 eligibility for contract or probationary status.
10
11 2. Service by a part-time temporary employee with respect to employment in summer school shall
12 not be included in computing service to the attainment of classification as a regular or
13 probationary employee of the District.
14
15 3. When identifiable, temporary hourly faculty members shall have their names included in the
16 class schedule for their classes each term. Such inclusion shall not constitute a contract of
17 employment between the faculty and the District, nor preclude any change in, or deletion of
18 assignment.
19

20 C. Extra Service
21

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

40 D. Class Size
41

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

- e. Sequential classes;
- f. Basic skills and remedial classes.

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

1 F. Counselors, including Categorically Funded Counselors, Coordinator/Counselors, and DSP&S
2 Counselors and Coordinators

3
4 I. *General Counselors, Categorically Funded Counselors and Coordinator/Counselors (other*
5 *than DSP&S Counselors and Coordinators)*

- 6
7 1. Counseling needs in the District span the entire 12-month calendar year, including
8 Saturdays. Counselors' regular load coincides with the 175-day academic calendar, subject to
9 the other provisions of this Article 18.F regarding the scheduling process at each site. The
10 District may also confer "eleventh-month" contracts for up to an additional 18 days of service
11 at 100 percent per diem to counselors volunteering to provide such service at any time
12 outside of the 175-day academic calendar and/or summer session. Said additional full or
13 partial eleventh-month assignment shall be entirely at the option of the employee, and
14 ordinarily will be on consecutive days. Counselors also may be assigned extra service (e.g.,
15 during the scheduled summer session), paid at the extra service rate provided in Article
16 18.C.3.2.
- 17
18 2. The college president or designee (normally, and hereafter, "the Vice President/Dean of
19 Student Services") will determine the number of eleventh-month contracts and the number
20 of days of such contracts, if any, for each college by April 15th, if possible. The college Vice
21 President/Dean of Student Services will consult with the counseling department at each site
22 before arriving at a final number for each college. The extent to which the college Vice
23 President/Dean of Student Services will confer eleventh-month contracts at each college,
24 including the number of days, if any, for such contracts, will depend on the extent of funding
25 and the district and colleges' assessment of its fiscal condition, and is not grievable. To be
26 compensated for such additional days, each counselor shall actually provide counseling to
27 students during such days unless assigned otherwise by the Dean/Vice President in writing.
28 In addition, the District will seek volunteers willing to rearrange their schedules by
29 working during days outside the 175 academic calendar days and substituting days off
30 during the 175-day academic calendar. The college Vice President/Dean of Student Services
31 and volunteer will reach agreement about the days to be worked outside the academic
32 calendar year and the substituted days off. If the college determines that the need exists and
33 that funding is available, it shall schedule an hourly counselor to substitute for a volunteer
34 who rearranged his or her schedule.
- 35
36 3. All counseling needs outside the regular 175 academic calendar days and summer session
37 shall be covered by first offering the opportunity to contract counselor faculty. Counselors
38 and management at each college shall work together to meet the counseling needs for the
39 entire term of this Collective Bargaining Agreement and to create a schedule for full and
40 appropriate counseling coverage, as defined by college management for that year with input
41 from the counseling department. They will take into account the goal of at least one
42 contract counselor being available whenever possible, when the college is open, as necessary
43 to meet student demand. They shall utilize the following procedure:
- 44
45 a. To meet these needs, the chairperson or designated leader of the Counseling Department
46 together with the Counseling Department faculty shall develop a staffing pattern
47 recommendation by May 1 (or 15 days after the Vice President/Dean of Student Services
48 determines the number of eleventh-month contracts and the number of days of such
49 contracts) which must be agreed upon by a majority of the counseling faculty in the

1 department who are eligible to work an eleventh-month. In the absence of a majority
2 recommendation, the Vice President/Dean of Student Services will determine the
3 eleventh-month assignments.

- 4
- 5 b. The college Vice President/Dean of Student Services may accept, reject, or modify the
6 departmental recommendation.
- 7
- 8 c. Any affected counselor who feels the outcome of 2 (11th-month contracts and
9 scheduling) or 3(a) (staffing pattern recommendation) is/are arbitrary, unfair or
10 unreasonable may appeal the Vice President/Dean's decision to the College President.
11 The appeal shall be in writing and shall state the basis for the appeal and the remedy
12 sought. The College President shall consider the appeal and shall provide a written
13 response to the counselor explaining the basis for his/her decision. The College
14 President's decision is final and is not grievable.
- 15
- 16 d. The Vice President/Dean shall be responsible for notification by May 15th of each year
17 (or 15 days after the Counseling Department faculty have developed a staffing pattern
18 recommendation). Notification is defined as: the specific assignment, the location of the
19 assignment, the hours of the assignment, and the names of the counselors to be assigned.
20 The names of the counselors to be assigned will be posted in each of the colleges'
21 counseling offices.
- 22

23 II. *DSP&S Counselors*

- 24
- 25 1. DSP&S counseling needs in the District span the entire 12-month calendar year, including
26 Saturdays. DSP&S Counselors' regular load coincides with the 175-day academic calendar,
27 subject to the other provisions of this Article 18.F regarding the scheduling process at each
28 site. The District may also confer "eleventh-month" contracts for up to an additional 18 days
29 of service at 100 percent per diem to DSP&S counselors volunteering to provide such service
30 at any time outside of the 175-day academic calendar and/or summer session. Said additional
31 full or partial eleventh-month assignment shall be entirely at the option of the employee, and
32 ordinarily will be on consecutive days. DSP&S counselors also may be assigned extra service
33 (e.g., during the scheduled summer session), paid at the extra service rate provided in Article
34 18.C.3.2.
- 35
- 36 2. The college president or designee (normally, and hereafter, "the Vice President/Dean of
37 Student Services") will determine the number of eleventh-month contracts and the number
38 of days of such contracts, if any, for each college by April 15th, if possible. The college Vice
39 President/Dean of Student Services will consult with the DSP&S counseling department
40 and the DSP&S Coordinator at each site before arriving at a final number for each college.
41 The extent to which the college Vice President/Dean of Student Services will confer
42 eleventh-month contracts at each college, including the number of days, if any, for such
43 contracts, will depend on the extent of funding and the district and colleges' assessment of
44 its fiscal condition, and is not grievable. To be compensated for such additional days, each
45 DSP&S counselor shall actually provide counseling to students during such days unless
46 assigned otherwise by the dean in writing. In addition, the District will seek volunteers
47 willing to rearrange their schedules by working during days outside the 175 academic
48 calendar days and substituting days off during the 175-day academic calendar. The college
49 Vice President/Dean of Student Services and volunteer will reach agreement about the days

1 to be worked outside the academic calendar year and the substituted days off. If the
2 college determines that the need exists and that funding is available, it shall schedule an
3 hourly counselor to substitute for a volunteer who rearranged his or her schedule.
4

5 3. All DSP&S counseling needs outside the regular 175 academic calendar days and summer
6 session shall be covered by first offering the opportunity to contract DSP&S counselor
7 faculty. DSP&S counselors and management at each college shall work together to meet the
8 DSP&S counseling needs for the entire term of this Collective Bargaining Agreement and to
9 create a schedule for full and appropriate DSP&S counseling coverage, as defined by college
10 management for that year with input from the DSP&S counseling department and the
11 DSP&S coordinator. They will take into account the goal of at least one contract DSP&S
12 counselor being available whenever possible, when the college is open, as necessary to meet
13 student demand. They shall utilize the following procedure:
14

15 a. To meet these needs, the DSP&S Coordinator together with the DSP&S counseling
16 faculty shall develop a staffing pattern recommendation by May 1 (or 15 days after the
17 Vice President/Dean of Student Services determines the number of eleventh-month
18 contracts and the number of days of such contracts) which must be agreed upon by a
19 majority of the DSP&S counseling faculty in the department who are eligible to work an
20 eleventh-month. In the absence of a majority recommendation, the Vice President/Dean
21 of Student Services will determine the eleventh-month assignments.
22

23 b. The college Vice President/Dean of Student Services may accept, reject, or modify the
24 departmental recommendation.
25

26 c. Any affected DSP&S counselor who feels the outcome of 2 (11th-month contracts and
27 scheduling) or 3(a) (staffing pattern recommendation) is/are arbitrary, unfair or
28 unreasonable may appeal the Vice President/Dean's decision to the College President.
29 The appeal shall be in writing and shall state the basis for the appeal and the remedy
30 sought. The College President shall consider the appeal and shall provide a written
31 response to the counselor explaining the basis for his/her decision. The College
32 President's decision is final and is not grievable.
33

34 d. The Vice President/Dean shall be responsible for notification by May 15th of each year
35 (or 15 days after the DSP&S counseling faculty have developed a staffing pattern
36 recommendation). Notification is defined as: the specific assignment, the location of the
37 assignment, the hours of the assignment, and the names of the DSP&S counselors to be
38 assigned. The names of the counselors to be assigned will be posted in each of the
39 colleges' DSP&S counseling offices.
40

41 III. *DSP&S Coordinators* 42

43 1. All DSP&S coordination needs outside the regular 175 academic calendar days and summer
44 session shall be covered by first offering the opportunity to contract DSP&S Coordinators.
45

46 2. Faculty employed as DSP&S Coordinators shall be offered a full or partial eleventh- month
47 of service.
48
49

1 *IV. Compensation*

- 2
3 1. Counselor, DSP&S Counselor and DSP&S Coordinator compensation for the eleventh-
4 month shall be 1/10 of the annual faculty salary schedule.

5
6 G. Contract Education

7
8 1. Definition

- 9
10 a. Contract Education is defined as those classes in which the Peralta District contracts with a
11 public or private entity for the purpose of providing instruction or services, or both, at or by,
12 one of the Peralta Colleges.
13
14 b. (1) "Credit" refers to any class offered for community college credit, regardless of whether
15 the class generates state apportionments.
16 (2) "Non-credit" refers to courses that meet the criteria for apportionment pursuant to
17 Section 84711.
18 (3) "Not-for-credit" refers to classes, including community services classes, that are offered
19 without credit and which are not eligible for apportionments pursuant to Section 84711.

20
21 2. Staffing Provisions

- 22
23 a. Faculty will be selected based on academic preparation, teaching experience, prior contract
24 education experience, and the ability to teach a working adult population.
25
26 b. It is understood that if the contracting agency or company requests in writing a particular
27 person to teach in a program, or if the program demands a specialist, arrangements will be
28 made to hire such individual(s) and shall not be prohibited by any other provision in the
29 PFT/PCCD Collective Bargaining Agreement. A "specialist" as used herein is defined as a
30 person whose skills and abilities are unique and who is unavailable from PCCD personnel.

31
32 When such "specialist" is required to meet the request of the Contracting Agency or the
33 needs of the program, a written explanation and verification of need shall be prepared by the
34 appropriate administrator and shall be available for examination on request by the PFT.

- 35
36 c. In cases where a program or course is developed and proposed by a particular faculty
37 member, he or she shall be assigned the program or course unless there are compelling
38 reasons not to do so. For all other courses and programs, Peralta faculty will be selected
39 with the recommendation from the department chairperson where applicable through the
40 Vice President of Instruction and the Campus Contract Education Coordinator. The
41 District Coordinator shall reserve final approval of the selection based on these
42 recommendations.
43
44 d. Full-time faculty, part-time faculty and faculty on the eligibility list will be equally eligible
45 to work contract education assignments. If no qualified faculty are available for the
46 assignment, or if available faculty choose not to accept the assignment, the class may be
47 offered to administrative employees of the District or to potential faculty not on the
48 eligibility list.

1 3. Contract Education Assignments in Relation to Faculty Loads

2
3 In general, contract education assignments are extra duty assignments. However, they may be
4 assigned as part of a faculty member's base load by mutual agreement between the District and
5 the individual faculty member. They may also be assigned as part of the faculty member's base
6 load whenever mutual agreement is not reached, provided there is no extra service or part-time
7 faculty teaching at the college in a discipline in which the faculty member is minimally qualified.
8

9 4. Evaluation

- 10
11 a. Instructors shall be evaluated in accordance with Article II of this Agreement.
12
13 b. Since many Contracting Agencies will demand more frequent or different evaluations of
14 programs or courses for which they contract, the faculty member shall be made aware of all
15 unique evaluation methods or techniques, which will be a part of the contract before he or
16 she is asked to accept or reject the assignment. These evaluating forms shall remain with the
17 coordinator of contract education and shall not be made a part of the instructor's formal
18 personnel file retained by the District.
19

20 5. Compensation

21
22 The compensation for Peralta Community College faculty members shall be in accordance with
23 the salary schedule. In the event that a Contract Education proposal requires the development of
24 a new curriculum, the faculty member, contractor and administration shall reach mutual
25 agreement over the faculty member's compensation for devising the course curriculum.
26 Compensation for curriculum design shall not exceed the number of equated hours per course.
27

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

A. Definitions

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

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

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

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

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

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

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

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

B. Scope of Arbitration

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

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

2. violation of union rights guaranteed by the Education Code, Labor Code, the Education Employment Relations Act (EERA), or derivative California regulation.

1 C. Exclusivity of Arbitration Process

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

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

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

14
15 D. Forms for processing grievances shall be mutually developed by the Federation and the District.
16 The forms shall be printed by the District and given to the president of the PFT. (See Appendix I
17 (A1) for copy.)

18
19 E. A grievance may be lodged:

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

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

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

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

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

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

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

46
47

- 1 1. By mutual agreement the time limits contained herein may be waived. Also by mutual
2 agreement the grievance may revert to a preceding level for consideration (excluding Step 3).
3
- 4 2. Failure of the administrator to respond within the time limits shall automatically move the
5 grievance to the next step of the grievance procedure.
6

7 L. Decisions rendered at Steps 1 and 2 of the grievance procedure set forth herein shall be in writing,
8 setting forth the decision and the reasons therefore, and will be transmitted promptly to the
9 grievant and the President of the Federation. Time limits for appeal provided in each level shall
10 begin three (3) days following posting by certified mail of the written decision by the parties in
11 interest.
12

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

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

23 O. Grievance Resolution Procedure
24

25 The Multi-step grievance process shall be used for all grievances. Grievances pertaining to District
26 office problems and procedures such as:
27

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

37
38 shall go directly to Step 2. All other grievances shall follow the INFORMAL AND FORMAL
39 REVIEW PROCESS as provided below. During both the informal and formal phase of the grievance
40 procedure, faculty members are entitled to have a union representative present.
41

42 INFORMAL REVIEW
43

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

1 FORMAL REVIEW

2
3 STEP 1

- 4
5 a. Within ten (10) working days after the first level manager's response to the INFORMAL
6 REVIEW, the faculty member may file a formal written grievance with the College President on
7 the Faculty Grievance Form if it is within seventy-seven (77) working days after the grievant
8 knew of the condition upon which the grievance is based. Copies of the Faculty Grievance
9 Form shall be sent to the Federation and The Vice Chancellor for Finance and Administration by
10 the College President.
11
12 b. Within ten (10) working days after receiving the written grievance, a conference including the
13 grievant, the Federation representative, the College President, and the appropriate manager(s)
14 shall be held.
15
16 c. Within seven (7) working days of the conference, a written decision including appropriate
17 reasons shall be rendered by the College President.
18

19 STEP 2

- 20
21 a. Within ten (10) working days after receipt of the written decision of the College President, the
22 grievant may forward a copy of the Faculty Grievance Form to the Vice Chancellor for Finance
23 and Administration for further review, if he/she is not satisfied with the College President's
24 decision.
25
26 b. Within ten (10) working days of receipt of the request for further review, a conference including
27 the grievant, the Federation representative, the College President or designee, and the Vice
28 Chancellor for Finance and Administration shall be held.
29
30 c. Within seven (7) working days of the conference, a written decision including appropriate
31 reasons shall be rendered by the Vice Chancellor for Finance and Administration.
32

33 STEP 3

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

- 35
36
37 a. If the Federation is not satisfied with the decision at Step 2, the union, with the concurrence of
38 the District, may appeal the decision from Step 2 to mediation or other dispute resolution
39 methods. If a conclusion is reached that is agreeable to both parties, the resolution will be
40 binding.
41
42 b. **Binding Arbitration:** If the Federation or District elects not to utilize an alternative dispute
43 resolution method, the Federation shall have the right to refer the matter to binding
44 arbitration. A request for binding arbitration must be submitted to the Vice Chancellor for
45 Finance and Administration within thirty (30) working days of the written decision of the
46 Vice Chancellor for Finance and Administration after his/her review as provided in Step 2.
47 (This time requirement will be held in abeyance from June 1 through September 1.)
48
49

- 1 c. **Selection of Arbitrator:** Within ten (10) days after receipt of the appeal to binding
2 arbitration, the parties shall attempt to agree upon an arbitrator. If agreement cannot be
3 reached within five (5) working days, the parties shall request a panel of five (5) arbitrators
4 from the California Mediation and Conciliation Service. Each party shall alternately strike
5 two (2) names from the panel; the remaining arbitrator shall be appointed.
6
- 7 d. **Opinion and Award:** The arbitrator shall have no power to add to, subtract from, alter or
8 modify any of the terms of this agreement. The arbitrator shall submit his/her opinion and
9 award within thirty (30) days after the conclusion of the hearing (or the receipt of the court
10 reporter's transcript, whichever is later). The opinion and award of the arbitrator shall be
11 final and binding on the parties. Nothing herein shall preclude either party from seeking
12 further legal remedy.
13
- 14 e. **Cost:** The mediation and the arbitration fees and expenses shall be shared equally by the
15 parties.

- 2
- 3 A. No disciplinary action shall take place except for just and sufficient cause. With the exception of
- 4 dismissal or suspension, disciplinary action shall be subject to the provisions of the Grievance
- 5 Procedure (Article 19). Dismissal or Suspension shall be in accordance with Education Code
- 6 provisions. Where the employee elects to have an arbitrator hear the matter of Suspension or
- 7 Dismissal pursuant to Education Code 87674, employee, employee representative and District shall
- 8 mutually agree on the arbitrator within five (5) workdays after receipt of the demand. If agreement
- 9 is not reached, selection of the arbitrator shall be made in accordance with the selection procedures
- 10 of the American Arbitration Association.
- 11
- 12 B. The District shall negotiate any procedure having a direct bearing on discipline and which is within
- 13 the scope of negotiations. Existing procedures shall remain in force pending agreement between the
- 14 PCCD and PFT.
- 15

A. Salary Ranges

1. Effective January 1, 2007 all new tenure track faculty hires will be placed on Step 7 as a minimal placement.
2. Effective Fall 2007, all faculty who move to Step 8 will be moved an additional step to Step 9, for 2007-08, all new faculty hires will be placed on Steps 7 through 9, wherever they qualify.
3. Effective Fall 2008, all new faculty hires will be placed between Steps 7 through 10, wherever they qualify.

B. 2006/07 Fiscal Year: Reopener Negotiations

The following salary schedule shall apply for 2006/07: See APPENDIX 12

	A	B	C	D	E
1	35,349.51	38,068.32	40,779.10	43,543.06	46,259.86
2	37,496.47	40,213.27	42,985.25	45,693.02	48,411.83
3	39,703.62	42,417.41	45,130.20	47,794.83	50,541.73
4	41,854.59	44,572.39	47,286.18	50,084.25	52,682.66
5	44,010.57	46,722.36	49,492.33	52,131.88	54,766.41
6	46,210.70	48,929.51	51,585.11	54,221.65	56,859.19
7	48,367.69	51,034.32	53,674.88	56,312.42	59,007.15
8	50,487.55	53,130.11	55,812.80	58,451.35	61,097.93
9	52,629.49	55,262.02	57,901.57	60,552.16	63,176.66
10	54,716.25	57,357.81	59,994.35	62,640.92	65,326.62
11	56,274.30	58,915.86	62,100.17	64,784.87	67,421.41
12	57,832.35	60,473.90	64,219.04	66,873.64	69,513.19
13	59,390.39	62,031.95	66,339.91	68,945.35	71,634.06
14	60,948.44	63,590.00	67,897.95	71,117.38	73,754.93
15	62,506.49	65,148.05	69,456.00	73,238.25	75,874.79
16	64,064.54	66,706.09	71,014.05	75,357.12	77,996.67
17	65,622.58	68,264.14	72,572.10	76,915.16	80,116.54
18	67,180.63	69,822.19	74,130.14	78,473.21	82,236.40
19	68,738.68	71,380.23	75,688.19	80,031.26	83,794.45
20	70,296.72	72,938.28	77,246.24	81,589.31	85,352.50
21	71,854.77	74,496.33	78,804.28	83,147.35	86,910.54
22	73,412.82	76,054.38	80,362.33	84,705.40	88,468.59
23	74,970.87	77,612.42	81,920.38	86,263.45	90,026.64
24	76,528.91	79,170.47	83,478.43	87,821.50	91,584.69
25	78,086.96	80,728.52	85,036.47	89,379.54	93,142.73

C. COLA and Reopener Negotiations for 2007/08 and 2008/09 Fiscal Years

During the two year extension, for 2007/08 and 2008/09, additional funding of the 25-Step salary schedule and Step 7 of the part-time/extra service salary schedules shall be provided by the difference between the Bay Area's Consumer Price Index (CPI) and the state provided COLA, and from new money, such as growth, equalization, or other new state funds. For example, if the Bay Area CPI is 3% and the state funded COLA is 4%, the 3% CPI will be added to all faculty salaries as a 3% salary increase. The 1% difference will be used to fund the 25 Step Salary Schedule and Step 7

1 of the part-time and extra-service salary schedules on a 2:1 pro-rated basis. New monies, if they
2 exist, will be negotiated to be applied to the 25 Step Salary Schedule and Step 7 of the part-time
3 teacher/extra service salary schedules.

4
5 D. Temporary (Part-Time) Employees and Extra Service Assignments

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

28 E. Coaching Stipends

29
30 Coaching stipends shall be paid per coaching assignments, as voluntary assignments, per sport
31 season as follows:
32

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

34 As a term of this agreement, a full or partial eleventh-month assignment shall be considered as
35 an extra-duty assignment. Faculty members shall not be required to assume such an additional
36 full or partial eleventh-month assignment without their consent; said additional full or partial
37 eleventh-month assignment shall be entirely at the option of the employee. Any regular faculty
38 member who performs said additional full or partial month shall receive 100% pro rata pay for
39 said service.
40

- 41 a. Football Head Coach: 11 month assignment (193 days) plus nine (9) equated hours released
42 time.
43
44 b. Basketball Head Coach: 10.75 month assignment (189 days) plus four (4) equated hours
45 released time.
46
47 c. Baseball Head Coach: 10.75 month assignment (189 days) plus four (4) equated hours
48 released time.
49

- 1 d. All other Head Coaches: 10.67 month assignment (187 days) plus three (3) equated hours
 2 released time.
 3
 4 e. All Assistant Coaches: 10.5 month assignment (184 days) plus one intercollegiate course
 5 equated at 7.5 hours assigned as part of full-time (15 equated hours) contract load.
 6
 7 2. Temporary Part-Time faculty, per season/per sport (Effective July 1, 2004)
 8
 9 a. Head Coach \$3,133
 10 b. Assistant Head Coaches:
 11 1) Football \$5,014
 12 2) Baseball \$3,919
 13 3) Basketball \$3,919
 14 4) All other: \$3,133
 15
 16 3. The stipend shall be given to each head coach and each assistant head coach.
 17
 18 4. The Head Coach may divide the stipend for a full assistant coach among two or more faculty,
 19 splitting the stipend based upon the duties assigned to the faculty member. The split shall not
 20 exceed the stipend amount for a full assistant coach. Commitments must be executed through
 21 appropriate District processes.
 22
 23 5. Salary increases applied to the salary schedule shall also be applicable to the stipulated
 24 compensation for coaches.
 25
 26 6. Additions or replacements to the coaching staff, regular or temporary, shall be in accordance
 27 with the applicable provisions of this Agreement.
 28

29 F. Longevity
 30

- 31 1. Faculty members employed in the Peralta District for eighteen (18) consecutive years (including
 32 approved leaves of absence) are eligible for the longevity increment. As of December 1, 2006 the
 33 District will pay a longevity increment to be effective after:
 34
 35 the 18th year \$281
 36 the 19th year \$374
 37 the 20th year \$543
 38 the 21st year \$730
 39 the 22nd year \$918
 40 the 23rd year \$1,105
 41 the 24th year \$1,292
 42 the 25th year \$1,872
 43
 44 2. A minimum of 18 consecutive years of unbroken faculty service in the PCCD (approved leaves of
 45 absence do not represent a break in service) is required for the first (lowest) longevity
 46 increment.
 47
 48 3. Current regular faculty status is required at the time the eligibility claim is made.
 49

- 1 4. Eligible faculty must be at the top step for their column placement on the regular/contract
 2 faculty pay schedule.
 3
 4 5. Effective on or after the 1994-1995 academic year, part-time service credit was added to the
 5 longevity calculations. For computing the amount of longevity increment, the increment shall
 6 be pro-rated in proportion each year of part-time faculty service bears to a year of full-time
 7 service. Example: Faculty member works 18 consecutive years, of which five years are part-time
 8 at 50% time and 13 years are full-time. The pro-rated increment shall be:

9
 10
$$\frac{(13 \times 1) + (.5 \times 5)}{18} = \frac{13 + 2.5}{18} = \frac{15.5}{18} = .86 \times \$281 = \$241.66$$

- 11
 12
 13 6. For regular faculty who meet the new criteria, (inclusion of part-time service), the appropriate
 14 increment shall be effective on or after the 1994-1995 academic year. Even if a faculty member
 15 claims eligibility for longevity increment prior to the 1994-1995 academic year, PCCD shall not
 16 be required to make any retroactive payment for longevity increment(s).
 17

18 G. Non-Academic Column Advancement

19
 20 Occupational and vocational instructors refer to those instructors who have at least a .5 assignment
 21 in an occupational or vocational area. Column movement for occupational vocational instructors
 22 applies to: (1) those who were originally hired to teach in an occupational or vocational subject area
 23 and who are still teaching in such area; (2) those who were originally hired to teach in a non-
 24 occupational or vocational area, but due to further retraining and the District's educational needs
 25 are currently teaching in an occupational or vocational training area. Application for advancement
 26 on the salary schedule will be based on current .5 employment in a vocational or occupational area.
 27

28 The .5 assignment shall be applicable to full-time instructors only. Part-time, temporary instructors
 29 teaching one or more occupational and/or vocational classes will be allowed movement on the salary
 30 schedule on a pro-rata basis.
 31

32 Non-academic salary advancement may be granted to vocational faculty for training courses
 33 sponsored by recognized business and industrial firms or professional organizations subject to the
 34 following provisions:
 35

- 36 1. Approval may be granted by a majority vote of the College Professional Development
 37 Committee, and two (2) vocational faculty members, one of whom shall be designated by the
 38 PFT and the other by the Academic Senate.
 39
 40 2. A course description or outline of the Vocational Training Program must be submitted to the
 41 above committee along with the request for approval.
 42
 43 3. The content of the Vocational Training Program must directly relate to the faculty member's
 44 current FSA or an FSA, which the committee believes will benefit the College, the District, and
 45 the individual faculty member.
 46
 47 4. A written statement must be issued by the Professional Development Committee to the faculty
 48 member in response to each request for approval. The written notice shall indicate the number
 49 of units granted for completion of the course of study or work, or reason(s) for denial.

1
2 5. Section G shall not be subject to the grievance procedure.

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

6 H. Column Advancement - All Faculty

7
8 The end of the fourth week of instruction of any term is the final date for filing official transcripts
9 required for column advancement. Official transcripts from an accredited institution bearing the
10 impressed seal of the institution, or the original signature of the registrar, transcript clerk, or
11 recorder are required. After initial placement based on assignment and qualifications, column
12 advancement will be based on the initial assignment even if a future assignment would have
13 produced a lower column placement. For example, if initial placement is in an occupational or
14 vocational assignment and the faculty member's subsequent assignment is primarily academic, the
15 faculty member will not have his/her pay rate reduced and will retain eligibility to be advanced as if
16 s/he had remained in an assignment that was at least .5 in an occupational or vocational area.

17
18 Column advancement may be granted to a faculty member for successfully completing
19 undergraduate courses that enhance the instructor's ability to perform his/her assignment
20 effectively. The content of the course must directly relate to the faculty member's professional
21 development in a significant way that benefits the college, the District, and the individual faculty
22 member.

23
24 A final determination as to whether a course meets the required criterion will be made by a majority
25 vote of a Column Advancement Committee comprised of:

- 26
27 1. The District Staff Development Officer
28 2. The District Academic Senate President or designee
29 3. The Vice Chancellor for Educational Services or designee

30
31 A course description or outline of the course must be submitted to the Vice Chancellor for
32 Educational Services along with the request for approval. The Vice Chancellor for Educational
33 Services will be responsible for convening the Column Advancement Committee to consider the
34 request. The Column Advancement Committee must respond within four weeks of submission of
35 the request for approval and all supporting documents.

36
37 A written statement must be issued by the Column Advancement Committee to the faculty member
38 in response to each request for approval. The written notice shall indicate the number of units
39 granted toward column advancement or reason(s) for denial.

40
41 The faculty member may obtain prior approval for the course. For prior approval, the course
42 description/outline must be submitted to the Vice Chancellor for Educational Services at least six
43 weeks prior to the beginning of the course.

44
45 Upon completion of the above requirements and the filing of official transcripts, movement on the
46 salary schedule shall be granted when sufficient units have been completed.

1
2 The provision for column advancement may be grieved only for a procedural violation.

3

4 I. Salary Notification

5

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

8

9 See APPENDIX 12 (A12) for Faculty Salary Schedule and other related salary information.

10

2
3 The District will continue to fund the Health and Welfare Program and absorb any increase in premium
4 rates at the current benefit level for the duration of this Agreement. See APPENDIX 14 (A14).

5
6 A. General Conditions

7
8 Both parties acknowledge:

- 9
10 1. No reduction in any benefit that was provided in the 2000-2003 Agreement and immediately
11 preceding Agreement shall occur due to failure to include said benefit in this Agreement, unless
12 such reduction is specifically indicated in this Agreement.
13
14 2. Benefits shall be equal to or greater than existing benefits as summarized in the plans described
15 in Section B (including dependents' coverage where applicable).
16
17 3. The health and welfare plans shall be contractually arranged by the District. Said contracts are
18 hereby made a part of this Agreement and shall be consistent with the terms of this Agreement.
19 Said contracts and related documents (loss rations, premium rates, et al) are to be made
20 available to the PFT representative(s) during normal District business hours. There are no
21 changes to the plans that provide Life Insurance and Accidental Death and Dismemberment
22 (AD&D) benefits, the Delta Dental Plan, the Flexible Benefits Plan, and the Commuter Expense
23 Plan.
24
25 4. The description of the employee's medical benefits plan included in this Agreement shall replace
26 the current and modify the current Kaiser plan for the period 7/1/07-6/30/09. The current
27 medical benefit plans shall remain in effect until the new plans are fully operational and
28 implemented. All health and welfare plans shall be contractually arranged by the District and
29 said contracts are hereby made a part of this agreement as per Article 22.A.3 in the 7/1/00-
30 6/30/03 PFT-PCCD Contract.
31
32 5. The PFT and the District agree to meet and discuss the resolution of any unforeseen service
33 delivery problems that may arise concerning the administration of health and welfare benefits.
34
35 6. This agreement does not supersede any rights vested under California law.
36

37 B. Specific Definitions

38
39 This medical, dental, life, long-term disability and employee assistance benefits in effect when the
40 parties extension agreement is executed in Fall 12006 shall remain in effect for the term of this
41 Agreement.
42

43 1. **Medical Expense Insurance**

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

- 46
47 a. CoreSource or such other plan that provides equivalent benefits.
48 b. Kaiser Foundation Health Plan

49
50 The key components of the Blue Cross and Kaiser Plan appear in the Appendix.

- 1
2 2. **Delta Dental Insurance** or such other plan that provides equivalent benefits.
3
4 3. **Life Insurance** is Hartford Life Insurance and is paid for by the District.
5
6 4. **Long-Term Disability Insurance**
7 Hartford Long-Term Disability Life Insurance and is paid for by the District.
8

9 The description of Long-Term Disability plan included in this Agreement shall replace the
10 current Long-Term Disability plan for the period 7/1/04-6/30/07. All Long-Term Disability plans
11 shall be contractually arranged by the District and said contracts are hereby made a part of this
12 agreement, and shall be consistent with the terms of this agreement.
13

14 This change affects any active employee who experiences a disability that begins on or after July
15 1, 2004.
16

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

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

24 5. **Vision Coverage:**

25 At no cost to the District, a vision benefit will be provided under the PPO plan.
26

27 Under the plan, the plan participant can go to a licensed practitioner for a vision examination. If
28 this practitioner prescribes corrective lenses, then there is a vision hardware benefit available. It
29 is offered on an in and out-of-network basis. See APPENDIX 14 (A14) for coverage.
30

31 The vision benefit is offered only to those regular employees and their eligible dependents who
32 enroll in the PPO plan. The plan participant will pay any additional costs, if any.
33

34 6. **Employee Assistance Program:** provided by Blue Cross Wellness Plan
35

36 C. Regular, Probationary, and Long-Term Substitutes
37

- 38 1 All regular, probationary, and long-term substitute faculty shall receive at District expense the
39 following health and welfare benefits, subject to the terms and conditions of the policies:
40

- 41 a. Medical Insurance
42 b. Dental Insurance
43 c. Life Insurance
44 d. Long-term Disability Insurance
45 e. Employee Assistance Program
46

47 In addition, such employees may at their own expense purchase additional life and/or disability
48 insurance.
49
50

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

38 D. COBRA Rights

- 39
- 40 1. If group health coverage ends due to termination (for other than gross misconduct) of a covered
41 employee's employment or loss of coverage due to a reduction in hours, including loss of
42 coverage due to an employer filing for Chapter 11 reorganization, continued coverage for the
43 employee and his/her dependents will end on the last day of the eighteen (18) month period
44 following the date that the group coverage ended.
45
- 46 2. If a spouse or dependent loses insured status due to the reasons set forth in DI above, the death
47 of the employee, employee's divorce or legal separation, employee's entitlement to Medicare, or
48 if a dependent child no longer meets the definition of dependent, coverage for the spouse or
49 dependent will end on the last date of the thirty-six (36) month period following the date
50 coverage ended.

- 1
2 3. COBRA benefits are paid by the employee or dependent.
3
4 4. The Benefits Office at the District can provide additional details and the cost of continuing
5 coverage under the provisions of COBRA.
6

7 E. Survivor Rights
8

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

42 F. Retirees Health and Welfare Benefits
43

44 1. Definitions

- 45
46 a. As used herein, the phrase "at District expense" means the District will continue to pay the
47 entire premium for the retiree and, where covered, retiree's eligible spouse/ dependents,
48 under the conditions specified herein.
49

- 1
2 b. As used herein, the phrase “consistent with the coverage offered to active employees at
3 the time of retirement” means, for example, “no reduced benefits, increased co-pays, or
4 increased deductibles.” The District shall continue to cover retirees medically necessary
5 or appropriate services, subsequently included within District plans for active
6 employees.
7
8 c. The definitions and conditions, which apply to medical and life insurance only, as stated
9 in Article 22.B shall apply to retiree health and welfare benefits.

10
11 2. Newly Hired Faculty Members Hired on or after July 1, 2004

- 12
13 a. Eligible faculty members retiring from regular contract service at the age of 55 or older
14 with at least ten years of creditable service (as defined by STRS or PERS) receive these
15 retiree benefits.

16
17 The term "newly hired unit faculty members" is defined as faculty who are hired as
18 probationary or permanent on or after July 1, 2004.

19
20 Contract (probationary) or regular [tenured or permanent] faculty with prior service as
21 Peralta temporary faculty (i.e. part-time temporary, sabbatical replacement,
22 categorically funded etc.) will receive pro-rated credit in the proportion that each year of
23 temporary faculty service bears to a year of full-time service based on the full-time base
24 contract load (CBA Article 18.A).
25

- 26 b. Qualifying employees hired on or after July 1, 2004 who retire before attaining the age of
27 Medicare eligibility (currently, age 65 with minor exceptions) will be able to continue
28 coverage, including spousal and eligible dependent coverage, that is consistent with the
29 coverage offered to active employees at the time of retirement, at District expense, until
30 s/he reaches the age of Medicare eligibility (currently, age 65). When they become
31 eligible for Medicare, these employees shall enroll in Medicare Parts A and B. Upon
32 reaching Medicare eligibility age, the District’s obligation to pay benefits shall cease, and
33 no other District paid benefit shall be available.
34
35 c. Any spouse or dependent of a retired faculty member who was hired on or after July 1,
36 2004, shall be covered during the retiree’s lifetime consistent with the coverage offered
37 to active employees at the time of retirement, until the spouse or dependent reaches the
38 age of Medicare eligibility (currently, age 65), or until s/he is no longer a spouse or
39 dependent as defined in Article 22.E.1.a., b., and d. above.
40
41 d. Survivor rights: In the event of the death of the retiree prior to the spouse or dependent
42 reaching the age of Medicare eligibility (currently, age 65), the spouse or dependent may
43 buy the plan consistent with the coverage offered to active employees at the time of
44 retirement, under the terms described herein, until s/he reaches the age of Medicare
45 eligibility (currently, age 65).
46
47
48
49

1 e. Employees hired on or after July 1, 2004 who work full-time beyond the attainment of
2 Medicare eligibility (currently, age 65) will remain on the District's medical plans, like
3 any other active employee. Upon retirement, they may elect COBRA (self-pay) on the
4 plan in which they were enrolled.
5

6 3. Faculty Members Hired Before July 1, 2004
7

8 a. Consistent with the status quo, faculty members retiring from regular contract service at
9 the age of 55 or older with at least five years of creditable service (STRS or PERS) shall
10 receive these retiree benefits.
11

12 b. All regular and contract faculty retiring from the District during the term of this
13 Agreement shall be offered lifetime medical coverage at District expense that is
14 consistent with the coverage offered to active employees at the time of retirement. This
15 includes spouse and eligible dependents.
16

17 c. Employees hired before July 1, 2004 shall either become eligible for Medicare by paying
18 District-reimbursed Medicare tax, or become eligible for STRS or PERS reimbursement
19 of Medicare Part A at no cost to the employee.
20

21 When such employees reach the age of Medicare eligibility (currently age 65) they
22 shall enroll in Medicare Parts A and B, provided the District pays 100% of the current
23 and future costs of Medicare premiums. The District shall pay or reimburse the retiree
24 for the current and future costs of the Medicare premiums. The District shall pay the
25 Medicare taxes of such employees.
26

27 After enrolling in Medicare, no individual shall receive less coverage (for example
28 reduced benefits, increased co-pays, increased deductibles) as a result of enrolling in
29 Medicare.
30

31 d. Any spouse or dependent of a vested, retired faculty member who was hired prior to July
32 1, 2004, shall be covered during the retiree's lifetime at District expense under medical
33 coverage that is consistent with the coverage offered to active employees at the time of
34 retirement, or until s/he is no longer a spouse or dependent as defined in Article 22.E.1.
35 a., b. and d. herein. The retiree and spouse/eligible dependent shall, upon reaching the
36 age of Medicare eligibility (currently, age 65), each enroll in Medicare Parts A and B and
37 the District shall immediately, and thereafter, pay 100% of the current and future costs
38 of Medicare premiums. No individual shall receive less coverage (for example: reduced
39 benefits, increased co-pays, increased deductibles) as a result of enrolling in Medicare.
40

41 e. Employees hired prior to July 1, 2004 who work full-time beyond the attainment of
42 Medicare eligibility (currently, age 65) will remain on the District's medical plans, like
43 any other active employee. However, in accordance with Article 22.F.3.c. and 22.F.3.d..
44 above, when they retire, they must enroll in Medicare Parts A and B. The District shall
45 immediately and thereafter pay 100% of the current and future costs of Medicare
46 premiums for the employee. No individual shall receive less coverage (for example:
47 reduced benefits, increased co-pays, increased deductibles) as a result of enrolling in
48 Medicare.
49

1 The employee's spouse/dependents shall enroll in Medicare when eligible and no
2 individual shall receive less coverage (explained above) as a result of enrolling in
3 Medicare.
4

5 f. Survivor Rights: Upon the death of the retiree, the surviving spouse and eligible
6 dependent(s) shall have the option of buying into the District Medical benefits program
7 consistent with the coverage offered to active employees at the time of the retiree's
8 retirement by the timely payments of premiums as stipulated by the District for the
9 lifetime of the spouse or until such time as s/he is no longer eligible as defined in
10 language above.
11

12 g. The above option (Article 22.F.2.f.) shall also be applicable to dependent children.
13

14 h. All regular and contract faculty members from age 55 to 65 who retire from regular
15 service shall be maintained (at the District's expense) through age 65 on the District
16 group life insurance policy provided for employees through age 65. The retired employee
17 shall have the option to convert to an individual permanent plan at his/her own expense.
18

19 G. Temporary, Part-time Faculty Members
20

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

25 2. Voluntary fringe benefits under this Agreement include the present District medical and dental
26 insurance plans.

27 3. Faculty members may subscribe for medical and dental insurance under the District's group
28 coverage program.

29 4. The premium for participants in this program shall be an amount exactly equal to the amount
30 paid by the District for individual contract employees.

31 5. To be eligible, faculty members must have completed four (4) semesters or six (6) quarters in
32 the immediately preceding four (4) years. Partial semesters or quarters are not included in
33 computation of completion for the fulfillment of four (4) semesters or six (6) quarters.

34 6. Faculty members may subscribe for dependent's coverage under this program.

35 7. Faculty members who select this option must subscribe for membership no later than the 20th
36 day of the month preceding the period for which coverage is requested.

37 8. Faculty members may, at their option, have monthly premium payments for medical insurance
38 deducted directly from their paychecks.

39 9. Due dates for premium payments, if paid by check, shall be the 20th day of the month for a
40 minimum of two (2) months advance coverage.

41 10. Any employee, paying by check, who fails to submit advanced premiums for two (2) months
42 coverage shall be dropped from the District program on the first of the month following
43 delinquency. There will be no exceptions.

- 1 II. In the event of a break in service, employees will not lose their eligibility for benefits after
2 return from break in service, provided that:
3
4 1. they maintained their benefits pursuant to COBRA for the duration of their absence; and
5 2. they were absent for no more than 18 months; and
6 3. one of the following situations applies:
7 a. they have had approved leave in a category available to part-time faculty under Article
8 26, or
9 b. cancellation of classes due to low enrollment, budgetary reasons, program needs or
10 reassignment of the class to a contract or regular faculty instructor.
11

12 H. Health and Welfare Benefits Committee
13

14 The District will continue the Health and Welfare Committee consisting of representatives from
15 PFT, SEIU Local 1021, Local 39 and Management to review the potential changes and/or
16 modifications to health and welfare plan.
17

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

21 I. Domestic Partners
22

23 CoreSource (Blue Cross Prudent Buyer) and Kaiser Medical Plans and the Delta Dental Plan have
24 been extended to domestic partners.
25

26 J. State or Federal Health Plan Legislation/Regulation
27

28 If, during the term of this agreement, the state or federal government adopts health plan
29 legislation/regulations that affect either the cost and/or benefits received by employees eligible to
30 participate in the District health plans as defined in this agreement, the health plan provisions of
31 this Article may be reopened.
32

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

- 1
- 2 b. The second drawing will determine actual seniority placement.
- 3
- 4 6. Whenever the District discovers that an employee has been given an incorrect first date of
- 5 rendered paid service in a probationary or regular position or whenever it is ordered by a court
- 6 to change an employee's first date of rendered paid service in a probationary or regular position,
- 7 it shall make the appropriate corrections. If the correction results in a first date of rendered paid
- 8 service in a probation or regular position, which is the same date as one or more other
- 9 employees, the employee's seniority ranking within this group of employees shall be determined
- 10 as follows:
- 11
- 12 a. The first drawing will be according to alphabetical order and will determine the order of
- 13 drawing for seniority.
- 14
- 15 b. The second drawing will determine actual seniority placement.
- 16
- 17 c. The total number of slips for the drawing shall be the total number of employees with the
- 18 same first date of rendered paid service in a probationary or regular position, including those
- 19 employee(s) to be added to the sequence.
- 20
- 21 d. The number drawn shall rank the added employee in the group following the employee's
- 22 name with the same number of the sequence for that first date of rendered paid service in a
- 23 probationary or regular position. (Example: When #2 is drawn, the employee shall be
- 24 placed after the second employee's name on the seniority list with the same date of rendered
- 25 paid service in a probationary or regular position.)
- 26
- 27 7. Any determination of an employee's order of employment pursuant to "breaking ties" shall be
- 28 made within thirty (30) days of the date service was first rendered by the employee or thirty
- 29 (30) days from the receipt of a judicial order compelling the District to comply.
- 30

A. Faculty Service Areas

1. **Definition:** For purposes of Education Code Sections 87743, 87743.1, 87743.2, 87743.3, 87743.4 and 87743.5, 87744, and 87745 the list of "Faculty Service Areas" (FSA) in the Peralta Community College District shall be the same list as the state minimum qualifications for hire list as defined by the Board of Governors in compliance with Education Code 87356, 87357, 87358 and 87359.
2. A faculty member will be considered "competent" in an FSA if the faculty member:
 - a. Possesses a valid California Community College subject matter credential in the discipline(s) covered by the FSA, or
 - b. Holds the state minimum qualifications for hire; including the equivalency provision as defined by the Board of Governors' discipline list, as well as any local qualifications that the PCCD has jointly agreed to with the Peralta District Academic Senate, or
 - c. Has legally taught in the FSA at the post secondary level for at least one quarter or semester.
3. An employee may petition for recognition of competence in an FSA by filing a petition for such recognition with the District. It shall be the responsibility of the employee to provide the District with all non-Peralta records necessary to substantiate the claim of competence.
4. The District shall provide, within sixty calendar days of hire, each regular and probationary faculty employee with a list of those FSAs for which he/she possesses competence as determined by the employees' records on file with the District.
5. Refusal to grant recognition in an FSA is grievable under Article 19, Grievance Procedure.
6. The last day to apply for recognition of an FSA for use in any academic year is February 15th of that academic year.
7. The District shall provide each faculty member with current and updated information regarding policies and changes in FSAs, minimum qualifications, and competencies as they pertain to employment in Peralta. The District shall also be responsible for providing information to all new faculty members and to all current faculty members who wish to increase the number of FSAs they are eligible to work in to meet the required minimum qualifications and competencies. Once a year, by October 31, the District shall publish and mail to each Vice President of Instruction, each college library and the PFT a list of all of the FSAs currently approved by the District. [District is reviewing the most cost effective means for providing FSA and minimum qualification information to all faculty.]
8. The responsibility for meeting the minimum qualifications and competencies lies with the individual instructor. No salary can be paid to anyone who is not so qualified.
9. Each faculty member's official personnel file shall reflect the faculty service areas for which the faculty member has been granted recognition.

1 B. Reduction in Force

- 2
- 3 1. Whenever the District determines that it must reduce or discontinue a particular kind of service
- 4 which will cause the decrease in the number of academic employees in the District, the PFT will
- 5 be notified of such action in advance and will be given, in writing, the specific grounds for the
- 6 reduction and the number of FTE to be reduced. When this determination is made, the District
- 7 and the PFT shall begin good faith discussions to seek methods of reducing the number of
- 8 faculty employees without use of layoff procedures which may include retirement incentives,
- 9 transitional employment, severance pay, and out placement services. [Note: The term
- 10 "discussions" is used rather than "negotiations" because the determination to implement a layoff
- 11 is not a mandatory subject of negotiation.]
- 12
- 13 2. Any reduction in workforce will be in compliance with applicable provisions of the California
- 14 Education Code and California Government Code.
- 15
- 16 3. In order to avoid a reduction in force, the District will encourage employees to participate in
- 17 programs that will provide an alternative to layoff, such as retraining leave, reassignment,
- 18 transfer, multi-campus assignment, Saturday assignments, day/evening assignments, evening
- 19 assignments, or other duties beneficial to the District as determined by the Board.
- 20
- 21 4. The District will make assignments and reassignments in order to retain employees to render
- 22 any service, which their seniority and qualifications entitle them to render.
- 23
- 24 5. In the event the budget requires that the District lay off faculty members, the Board shall offer
- 25 reductions in contracts to any faculty members who are willing to agree to such reductions and
- 26 such reductions shall count toward reducing the total number of layoffs. The same shall be true
- 27 of all retirements, resignations, or other permanent vacancies that occur in a reduction in force
- 28 academic year.
- 29
- 30 6. The District shall notify the PFT in writing of each regular and contract unit member who is to
- 31 be reduced or terminated along with notice of any proposed reassignment, transfer or offer of
- 32 reappointment.
- 33
- 34 7. Faculty members who are laid off and subsequently either accept or decline offers of temporary
- 35 service or partial reinstatement retain their statutory preferred right to reappointment as
- 36 provided in the California Education Code.
- 37
- 38 8. As provided in Education Code Section 87743, no tenured faculty member may be laid off "while
- 39 any probationary employee, or any other employee with less seniority, is retained to render a
- 40 service in a faculty service area in which the records of the District maintained pursuant to
- 41 Section 87743.4 reflect that the tenured employee possesses the minimum qualifications
- 42 prescribed by the Board of Governor and is competent to serve under District competency
- 43 criteria."
- 44
- 45 9. The PFT shall receive the same notices as are given to each unit member during the 39-month or
- 46 24-month period of rehire rights. Within the statutory period of rehire rights any former
- 47 permanent or probationary unit member shall be offered re-employment if he/she meets the
- 48 minimum qualifications for employment in the discipline/service area within the District, and if
- 49 any of the following options become available:
- 50

- 1 a. replacing a faculty member on sabbatical;
- 2 b. replacing a portion of a faculty member's load that is created by a reduction in load;
- 3 c. replacing a faculty member on any form of leave;
- 4 d. replacing a faculty member who has died, retired or resigned;
- 5 e. replacing a faculty member who has been reassigned or transferred.
- 6
- 7 10. If reemployed under this section, faculty members shall be paid a rate of 100% of their column
- 8 and step placement.
- 9

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

A. Funding

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

B. College Professional Development Committee Membership

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

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

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

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

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

- 1 4. A member of the committee shall be replaced if he/she has more than three (3) unexcused
2 absences from committee meetings. The replacement shall be selected by the President, the
3 chapter chairs or the senate depending on who appointed the person being replaced. If the
4 vacancy is a faculty seat, the person who missed the meetings may be reappointed only after the
5 notification and application procedures have been completed (see c. above).
6
- 7 5. Every year, no later than September 30, the PFT Chapter Chairs, the College Academic Senate
8 and the College President shall send to the Vice Chancellor of Educational Services and the
9 District Officer of Professional Development, in writing, the names of their membership choices.
10
- 11 6. Once a year, after the membership and the amount of released time are determined, the
12 Committee shall elect a chairperson. The chairperson shall be a faculty member but does not
13 have to be a member of the Committee. If the chair is not a member, the chair shall not be
14 eligible to vote. The term of office shall be for one year, and shall not exceed four consecutive
15 terms. (See 4, below for responsibilities of the chairperson.)
16

17 C. Responsibilities of the Professional Development Committee
18

19 In addition to recommending disbursement of funds per Article 25.A, the Professional Development
20 Committee at each college shall fulfill the following functions:
21

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

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

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

- 41 2. **Retraining Leaves:** The Committee shall oversee the Retraining Leave Process (See Article 26,
42 Paragraph S for description of guidelines, procedures, applications, etc.). The Committee shall
43 make its recommendations to the College President, who shall evaluate the recommendations
44 and make a recommendation to the Chancellor. In the event that the College President does not
45 approve, both the Committee's recommendation and the President's written recommendation
46 with written rationale shall be forwarded to the Chancellor for final determination. Funding for
47 Retraining Leaves shall not come from the Professional Development Committee's budget. It
48 shall be provided by the College.
49
50

- 1 3. **Flex (Professional Day) Activities:** The Committees shall plan, develop, coordinate, review,
2 and evaluate all of the Professional Development activities that take place at the College.
3 Specifically, each Committee is responsible for planning the flex day activities for the scheduled
4 District-wide days as well as local, college-wide, on-going Professional Development activities.
5 The cost of these activities shall be paid according to Paragraph 5 of the PFT-PCCD Professional
6 Days Agreement (See APPENDIX 5 (A5)).
7
- 8 4. Establish priorities and procedures and make advisory recommendations for faculty in each of
9 the following areas:
 - 10 a. Use of professional development funds for faculty;
 - 11 b. Collaborative/Special Projects: to bring new techniques, information, skills, and technology
12 to the college, including the identification of special themes and topics to be explored;
 - 13 c. Institutional subscriptions and memberships;
 - 14 d. Individual travel and conferences;
 - 15 e. Tuition reimbursement;
 - 16 f. Unique staff development needs of counselors and librarians;
 - 17 g. Other appropriate uses.
- 18 5. Issue twice yearly report to the College Community and the District Officer of Staff
19 Development: on expenditures, funding priorities, procedures, deadlines, activities, schedule of
20 meetings, attainment of goals, needs assessments, etc.
21
- 22 6. Professional Development Committee decisions and recommendations shall not be subject to
23 the grievance process.
24

25
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32
33 D. Responsibilities of the Chairperson

- 34 1. The chairperson shall be responsible for implementing all of the policies, procedures, and
35 guidelines that have been established by the College Professional Development Committee and
36 the PFT-PCCD collective bargaining agreement.
37
- 38 2. The chairperson shall:
 - 39 a. Call and schedule all meetings of the committee, including special meetings as requested or
40 needed; prepare an agenda; distribute minutes; conduct all communication, including the
41 committee's recommendations and decisions, to all interested parties;
 - 42 b. As assigned, write all official College reports, local and state, as required, in a timely manner;
 - 43 c. Make sure the business of the Committee is conducted in a fair, open, and timely manner;
 - 44 d. Oversee all College Flex (Professional Day) Activities, including registration, room
45 assignments, equipment availability, designating facilitator, evaluations, etc.;
 - 46
 - 47
 - 48
 - 49
 - 50

- 1
2 e. Communicate with the College community on a regular, on-going basis in order to discuss,
3 refine, and update the Professional Development Committees funding goals and priorities;
4
5 f. Meet on a periodic basis, as needed, with the District Officer of Staff Development and the
6 other Professional Development chairs;
7
8 g. Plan, develop, initiate, co-ordinate the College's collaborative/special projects and college-
9 wide activities and be generally responsible for the overall improvement of skills,
10 knowledge, and morale of all segments of the College community.
11
12 h. The following are the *maximum* amounts of released time that may be assigned effective fall
13 1998:
14
15 1) C.O.A. up to .3
16 2) Laney up to .4
17 3) Merritt up to .3
18 4) Berkeley up to .2
19
20 3. The amount of release time shall be determined by the College Professional Development
21 Committee before it selects its chair. The amount shall be reviewed, voted upon every year, and
22 reported to the College community along with all other Committee expenditures. The monies
23 to pay for this released time shall come from the College Professional Development Committee's
24 budget. The amount paid shall be equal to the hourly cost necessary to replace the chairperson
25 from his/her regular assignment.

26 E. Utilization Review Process
27

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

39 F. District Office of Staff Development
40

41 **Eleventh-month Contract:** An eleventh-month contract is defined as covering the regular
42 academic year plus eighteen (18) additional days of service. The eleventh-month consists of the
43 eighteen (18) days.
44

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

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

14 The selection committee shall be composed of eight (8) faculty members, two from each college,
15 one of whom shall be the Chair. The second faculty person shall be a current member of the
16 College Staff Development Committee and shall be selected by the College Academic Senate
17 President after consulting with the Chair. In the event that either the Chair and/or the second
18 person are unable to serve, the Faculty Senate President shall select the third faculty member of
19 the College Staff Development Committee. If there is no third member currently serving or if
20 two people are still not able to serve, the college Academic Senate President shall, after
21 consulting with the Chair, select a faculty person who has served on the College Staff
22 Development Committee within the past three years (and so on down the line a year at a time).
23

24 The selection committee will interview all eligible candidates and will recommend up to three
25 (3) names to the Vice Chancellor of Educational Services for him/her to interview and make the
26 final selection.
27

28 The selection process shall be the same as for an intra-district voluntary transfer (See Article 9,
29 Section B) with the understanding that: (a) at least 50% of the faculty on the hiring committee
30 will be the chairs of the College Professional Development Committees; and (b) that up to three
31 names will be forwarded to the Vice Chancellor of Educational Services for him or her to
32 interview and make the final selection.
33

- 34 2. The District Officer of Staff Development shall be responsible for implementing all of the
35 procedures, policies, and guidelines that have been established by the Ed Code, Board Policy, the
36 collective bargaining agreement, the Flex Day Agreement, and the Sabbatical Leave Handbook.
37
- 38 3. The District Officer of Staff Development shall:
39
- 40 a. Meet on a regular basis with the College Professional Development Committees, the chairs
41 of those Committees, and the Vice Chancellor of Academic Services to review, refine,
42 modify, and evaluate the District's professional development policies and programs;
43
 - 44 b. Be a member of the District Professional Development Committee;
45
 - 46 c. Make sure the business of each of the Committees is conducted in a fair, open, and timely
47 manner;
48
 - 49 d. As assigned, write all official District reports, local and state, as required, in a timely manner;
50

- 1 e. Communicate, on a regular basis, with all employees of the District to keep them informed
2 about Professional Development activities, opportunities, issues, funds, etc.;
- 3
- 4 f. Oversee the District-wide Flex (Professional Day) Activities, including preparation and
5 distribution of the schedule of activities and the receiving of Professional Development
6 credit;
- 7
- 8 g. Review all requests for Individual Project Professional Development credit;
- 9
- 10 h. Develop a professional development library and resource center;
- 11
- 12 i. Implement and oversee an exchange program;
- 13
- 14 j. Facilitate the faculty evaluation process and work directly with those faculty members who
15 receive a less than satisfactory evaluation by developing a plan of improvement with them
16 and their college Professional Development Committee.
- 17

A. Leave of Absence

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

B. Effect of Leaves on Faculty Status

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

C. Sick Leave1. **Contract, Regular and Long-Term Substitute Employees**

- a. Full-time faculty members (contract, regular and long-term substitutes) shall earn ten (10) days of sick leave for each contract year, to be credited as of the first day of assignment. Faculty who have more than a ten month contract shall earn and accrue an additional day of sick leave for each additional month over the ten months contracted.
- b. Less than full-time faculty members shall earn sick leave computed in the ratio that this assignment bears to a full-time load. The days shall be credited as of the first day of the faculty member's assignment and shall be available for use as of the first day of assignment.
- c. Unused portions of sick leave days shall be cumulative on a year to year basis, indefinitely, without limit, for all contract and regular faculty members.
- d. The District shall provide each faculty member once a year with a written statement of the accrued sick leave benefits to which he or she is entitled. Such statement shall be provided no later than October 31st of each academic year.
- e. Any 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/she is entitled. An employee who is on leave of absence without pay shall retain all accumulated sick leave benefits but shall not accrue any additional sick leave benefits during such period of absence.

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

38 2. Temporary, Part-Time Employees

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

- 40
- 41
- 42 a. Sick leave for each term is equal to total number of equated hours assigned, divided by 15
43 equated hours, multiplied by 17.5 weeks.
44 Example: 5.2 equated hours assignment, divided by 15
45 equated hours = .347 hours X 17.5 weeks = 6.420 hours.
46
- 47 b. Accumulated sick leave for part-time temporary faculty employees shall be accrued from
48 year to year and retained on District sick leave records for a period not to exceed two years
49 after the part-time, temporary employee's last assignment.
50

- 1 c. Sick leave hours shall be available for use on the first day of assignment. When the class is
2 canceled at any time during the term or period of the assignment, the sick leave credit will
3 be pro-rated.
4
5 d. Sick leave time is utilized as follows:
6 Number of equated hours used, subtracted from the sick leave balance of accrued earnings.
7 Example (continuing the example above): 1 equated hour missed due to illness. Subtract 1.0
8 from 6.420, leaving a balance of 5.420 equated hours.
9
10 e. Any temporary, part-time employee who is on paid status while on sick leave, or other paid
11 leave, shall continue to earn all employee sick benefits to which he or she is entitled.
12
13 f. Upon request, a temporary, part-time employee will be provided with a verification of
14 his/her sick leave balance.
15

16 3. **Retirees working part-time**
17

18 Retirees from the PCCD faculty working part-time in the District, whether or not it is pursuant
19 to a Negotiated Retirement Incentive, shall have their sick leave computed in the same way the
20 sick leave is computed for temporary, part-time employees.
21

22 D. Bereavement Leave
23

- 24 1. Contract, regular, long-term substitutes and temporary part-time faculty employees shall be
25 granted, without loss of salary, sick leave, or other benefits, a leave of absence not to exceed four
26 (4) working days (six (6) working days if over 200 miles travel is required) per occurrence on
27 account of death of any member of the employee's immediate family.
28
29 2. Members of the immediate family as used in this section D means: mother, father, step-parent,
30 grandmother, grandfather, grandchild, son, daughter, stepchild, mother-in-law, father-in-law,
31 son-in-law, daughter-in-law, brother, sister of the employee or spouse, and the spouse, aunts,
32 uncles, nephew and niece of the employee, foster child, ward of the court, legal guardian,
33 brother-in-law, sister-in-law, domestic partner or any persons living in the household of the
34 employee (except paying tenants). The District may require documentation.
35
36 3. Any eligible employee utilizing bereavement leave under this Article shall notify the designated
37 college office in advance of taking the leave, and may be requested to provide the college with
38 verification of absence.
39

40 E. Use of Sick Leave for Personal Reasons
41

- 42 1. Contract, regular, long-term substitute and temporary, part-time faculty members shall be
43 entitled to use sick leave earned pursuant to paragraph C of this article in cases of compelling
44 personal importance.
45
46 2. Leave taken pursuant to the above paragraph shall not exceed seven (7) days in any single school
47 year.
48
49
50

- 1 3. The term "compelling personal importance" shall include:
 - 2 a. Illness of a family member requiring the faculty member's presence
 - 3 b. Household Emergencies
 - 4 c. Personal matters
 - 5 d. Personal emergencies
 - 6 e. A personal or family matter for which the faculty member accesses the District Employee
 - 7 Assistance Program or a personal health care practitioner.
 - 8
- 9 4. Verification of the basis for the leave request may be required if requested leave is for more than
- 10 five (5) days.
- 11
- 12 5. If the requested leave is for more than five (5) days and involves health or personal matters that
- 13 the faculty member does not feel comfortable discussing with college management, the faculty
- 14 member may elect to submit the supporting documentation in a sealed envelope to the College
- 15 President. If the College President concludes that the request should be denied, s/he shall
- 16 consult with the faculty member and PFT representatives before denying the request.
- 17
- 18 6. In all cases, the College President will only release or discuss personal information submitted by
- 19 a faculty member when the faculty member authorizes the release in writing.
- 20

21 F. Industrial Accident and Illness Leave

- 22
- 23 1. All faculty members (contract, regular, long-term substitute and temporary, part-time
- 24 employees) absent from duty because of illness or injury resulting from an accident or condition
- 25 incurred on duty which qualifies under industrial accident insurance shall be granted an
- 26 industrial disability leave for each such accident. The number of days for such allowable leave or
- 27 leaves shall be for not less than sixty (60) working days in any one academic year.
- 28
- 29 2. Industrial disability leave shall be granted from first day of disability.
- 30
- 31 3. Only absences which are supported by a doctor's certificate and have been verified by the
- 32 District's industrial insurance carrier to be the result of a duty connected injury or illness can be
- 33 paid under industrial disability leave. Any absence that cannot be so verified shall be charged
- 34 against the employee's sick leave or other appropriate leaves.
- 35
- 36 4. Should the employee's absence due to an industrial injury or illness extend beyond sixty days,
- 37 the employee shall be permitted to use accrued sick leave until temporary disability payments
- 38 cease, until he/she returns to duty, or until sick leave accrual has been used up. In no case,
- 39 however, shall the total exceed five school months.
- 40
- 41 5. During any period an employee is receiving his/her regular salary from the District, he/she is
- 42 required to endorse over to the District all temporary disability payments received from the
- 43 District's industrial insurance carrier in accordance with Section 87787 of Education Code.
- 44 Charges to the employee's sick leave balance shall be as follows:
- 45
- 46 a. Industrial disability leave shall be reduced by one day for each day of authorized absence
- 47 regardless of temporary disability payments paid by the District's industrial insurance
- 48 carrier.
- 49
- 50

1 b. Sick leave shall be reduced only by the amount necessary to provide a full day's wage or
2 salary when added to temporary disability benefits.
3

4 6. Any employee who is absent because of a work incurred illness shall not be entitled to receive
5 wages or salary from the District which, when added to temporary disability benefits, will
6 exceed his/her full salary during the period of his/her absence.
7

8 7. Any employee receiving industrial disability leave benefits must remain within the State of
9 California unless the Board of Trustees authorizes travel outside the state.
10

11 8. When an industrial accident or illness leave overlaps into the next fiscal year, the member shall
12 be entitled to only the amount of unused industrial accident or illness leave due him/her for the
13 same illness or injury.
14

15 G. Maternity Leave
16

17 Maternity leave shall be granted to contract, regular, long-term substitute and temporary, part-time
18 faculty employees subject to the provisions of the sick leave article of this Agreement for illness due
19 to pregnancy, termination of pregnancy, childbirth or recovery therefrom.
20

21 H. Quarantine Leave
22

23 Contract, regular, long-term substitute and temporary, part-time faculty members shall receive
24 salary in full when quarantined by city, county, state, or federal health officials because of another's
25 illness. If the faculty member is not ill no deduction will be made from his/her sick leave.
26

27 I. Jury Duty
28

29 1. A contract, regular, long-term substitute and temporary, part-time faculty member called for
30 jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she
31 be discriminated against in any way for not seeking such exemption.
32

33 2. When regularly called for jury duty in the manner provided by law, a faculty member shall be
34 granted a leave of absence without loss of pay for the time the employee is required to perform
35 jury duty during the employee's regularly assigned working hours.
36

37 3. Request for jury service leave should be made by presenting, within two (2) working days of
38 receipt and in advance of the absence, the official court summons to jury service to the
39 employee's first level manager.
40

41 4. Employees are required to return to work during any day in which jury duty services are not
42 required.
43

44 5. The District may require verification of jury duty time prior to providing jury duty
45 compensation.
46

47 6. Reimbursements to District: Any payment received by the employee from an agency for jury
48 duty shall be endorsed to the Peralta Community College District and forwarded to the District
49 Payroll Supervisor.
50

1 J. Subpoena Leave

2
3 All faculty members subpoenaed or otherwise required to appear at a hearing, trial, investigation or
4 other legal proceeding in any instance where the District is a party or arising from the course of their
5 employment with the District, shall suffer no loss of pay if such appearance occurs during duty time.
6

7 K. Federation Leave

- 8
9 1. The Federation shall have a maximum of fourteen (14) days for release time to be used for:
10
11 a. Local, state and national conferences sponsored by AFT/CFT, FACCC and/or statewide
12 academic senate.
13
14 b. Participation in seminars and institutes sponsored by institutions of higher learning
15 and/or governmental agencies or bodies.
16
17 c. Participation and/or attendance at meetings called by governmental agencies or bodies.
18
19 2. Persons eligible will be the President of the PFT and/or his/her designee.
20
21 3. The request of the above stipulated Federation leave shall be made at least two weeks prior to
22 the event for which the leave is being requested. The request shall be submitted in writing to
23 the Director of Employee Relations, who will be responsible for notifying the appropriate first
24 level administrator(s).
25

26 L. Educational Leave

- 27
28 1. A faculty member, upon request, shall be granted a leave of absence for one year without pay for
29 the purpose of educational improvement. The District, upon request by the faculty member,
30 may extend or renew his/her educational leave for one (1) additional year.
31
32 2. The following leaves will not be granted for two academic years after completion of an
33 educational leave, except by mutual agreement:
34
35 a. Leaves of Absence without Pay
36 b. Educational Leave
37 c. Research/Work Experience Leave
38 d. Exchange Leave
39 e. Professional Development Leave
40 f. Retraining Leave
41
42 Application for education leave shall be on forms provided by the District and must be filed by
43 October 1 for Spring leave and by April 1 for Fall leave.
44
45 3. In cases where a department, discipline or program is less than three (3) FTE, one (1) FTE may
46 be out on educational leave in any one semester.
47
48 4. Faculty members on approved educational leave without pay shall be covered by the District for
49 medical, dental, life and disability only.
50

1 M. Research/Work Experience Leave

- 2
- 3 1. Any faculty member who is awarded a research grant may be granted a leave of absence without
- 4 pay for a period not to exceed two semesters.
- 5
- 6 2. Requests for research/work experience leaves must be submitted in writing to the college
- 7 Professional Development Committee at least eight (8) weeks before the proposed starting date
- 8 for the leave.
- 9
- 10 3. Leaves shall be recommended to the President, the Chancellor and the Board of Trustees by the
- 11 college Professional Development Committee.
- 12
- 13 4. Faculty members on approved research/work experience leave without pay shall be covered by
- 14 the District for medical, dental, life and disability only.
- 15
- 16 5. The District, upon request of the faculty member, after review and recommendation by the
- 17 college Professional Development Committee, may extend such leave for a maximum of two (2)
- 18 consecutive years at a time.
- 19

20 N. Long-term Personal Necessity Leave

- 21
- 22 1. Any faculty member shall, with eight (8) weeks advance notice, be granted a leave of absence
- 23 without pay for personal reasons. The leave shall be granted for no less than one (1) semester,
- 24 with the provision that such leave shall not extend beyond the end of the academic year in
- 25 which the leave is granted.
- 26
- 27 2. Leaves of absence shall not be granted for the purpose of accepting employment elsewhere.
- 28 Acceptance of employment elsewhere while on leave shall, unless otherwise provided for herein,
- 29 be considered as resignation from the Peralta Community College District.
- 30
- 31 3. If the need for the long-term personal necessity leave no longer exists the faculty member must
- 32 request reemployment by the District. If reemployment is not offered, the provisions of the
- 33 immediately preceding paragraph shall be waived for the remainder of the semester.
- 34
- 35 4. The District, upon eight (8) weeks advance request by the faculty member, may extend or renew
- 36 his/her long-term personal necessity leave for one (1) additional year.
- 37
- 38 5. The eight (8) week advance stipulated above shall be waived in the event of documented
- 39 protracted illness of a family member as defined in this Agreement.
- 40
- 41 6. Faculty members on approved long-term personal necessity leave without pay shall be covered
- 42 by the District for medical, dental, life and disability only.
- 43
- 44 7. Failure of a faculty member to return from authorized leaves shall constitute resignation of the
- 45 faculty member from employment with the District.
- 46
- 47
- 48
- 49
- 50

1 O. Legislative Leave

- 2
- 3 1. Every permanent faculty employee who is elected to the Legislature (State or Congress) shall be
- 4 granted an unpaid leave of absence from their duties as an employee of the District during the
- 5 term(s) of office.
- 6
- 7 2. During the term(s) of such leave of absence, the permanent faculty employee may be employed
- 8 by the District to perform such less than full-time service requiring academic qualifications.
- 9 Compensation shall be based on the employee's placement on the Faculty Salary Schedule and
- 10 pro-rated according to hours of work.
- 11
- 12 3. Legislative leave of absence shall not affect in any way the classification of such employee.
- 13
- 14 4. The faculty member on such leave shall notify the District of an intended return at least four (4)
- 15 weeks in advance.
- 16
- 17 5. The faculty member on such leave shall be entitled to return to employment at the end of the
- 18 leave within six months after the term of office expires.
- 19

20 P. Military Leave

21

22 An academic employee will be granted military leave in accordance with the provisions of the State

23 of California Education Code and of the Military Veterans Code. Request for military leave shall be

24 submitted in writing, accompanied by military leave orders, two (2) weeks prior to the leave

25 starting date, except in the case of a state or national emergency. Copies of the Code are available in

26 the Peralta Community College District Office of Employee Relations.

27

28 Q. Exchange Leave

29

30 The District shall grant exchange leave to regular faculty members in accordance with the

31 provisions of Sections 87422, 87423 and 87424 of the California Education Code.

32

33 R. Professional Development Leave (Sabbatical)

34

35 1. Criteria

36

37 Professional development leave, with pay, may be granted to regular faculty members for the

38 purpose of carrying out an approved program which will benefit the District, students, the

39 college and the faculty member. It is understood that professional development leaves are not to

40 be granted as a reward for work already performed, but rather as a means of providing improved

41 service in the future. For salary information see paragraph I2 of this section.

42

43 2. Requirements

44

45 All provisions pertaining to professional development leaves will conform to statutory

46 requirements.

47

48

49

50

1 3. Announcement

2
3 By September 30th of every year the College Staff Development Committee Chairperson will
4 send an announcement to all tenured regular faculty informing them of the following:

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

11
12 4. Introductory workshop

13
14 By October 15th, in years when sabbaticals are available, the college Staff Development
15 Committee Chairperson will conduct a workshop for any and all faculty members interested in
16 applying for a sabbatical. The workshop will include information about the following:

- 17
18 a. Deadlines;
19 b. Eligibility requirement;
20 c. Detailed descriptions of the reviewing, scoring, and ranking process;
21 d. Review of recipients' responsibilities and obligations to the College and District; and
22 e. Review of the required evidence of support.

23
24 5. Deadlines

25
26 Applications must be submitted by November 15th, so that a decision and notification can be
27 made by the January preceding the academic year of the sabbatical leave.

28
29 6. Eligibility

30
31 The faculty member must have completed at least six (6) consecutive years of regular faculty
32 service preceding the granting of the leave. No more than one sabbatical leave shall be granted
33 in each six-year period. Except for sabbatical leaves, no other approved leave shall be deemed a
34 break in service when computing the six year minimum service requirement for a sabbatical
35 leave.

36
37 7. Application Ranking

38
39 Application ranking shall be a two step process. An applicant must pass Step One to move onto
40 Step Two. When in the judgment of the committee more information is needed in order to
41 make a determination, the committee may, in its sole discretion, invite one, some, or all
42 candidates for an interview. The committee's decision to invite or not invite a candidate for an
43 interview shall not be grievable.

44
45 Step One: Applications will be reviewed for the following:

- 46
47 a. A clear statement of purpose;
48
49
50

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

15 Step Two: Applicants who have successfully completed Step One will have their applications
16 scored and ranked in Step Two. Scoring will be based on the following:
17

- 18 a. The plan of work relates significantly to the applicant's professional assignment: (15 points)
19
- 20 b. The plan of work will greatly enhance the applicant's background and improve professional
21 competence: (15 points)
22
- 23 c. The plan of work will greatly benefit students: (15 points)
24
- 25 d. The plan of work will greatly benefit colleagues and/or department: (15 points)
26
- 27 e. The plan of work will greatly benefit the college: (15 points)
28
- 29 f. The plan of work shows evidence of innovation and creative approaches to the issue and
30 concerns addressed: (15 points)
31
- 32 g. The plan of work is thorough and complete and definitely worth funding: (10 points)
33

34 The score range shall be a scale of 0 - 100 points. An applicant must achieve a minimum
35 score of 80 to be placed in a pool of applicants to be considered for a sabbatical leave.
36 Applicants in the pool shall be ranked numerically in order of final score (highest first,
37 lowers last). Seniority will be used as one of the factors in breaking a tie.
38

- 39 h. Notification
40

41 All applicants shall be notified in writing of the Staff Development Committee's decisions
42 and recommendations. The Committee shall send its recommendations to the College
43 President for determination, per the procedure referenced at §25.E.
44
45
46
47
48
49
50

1 i. Letter of Agreement
2

3 Any faculty member granted a one year leave will be required to sign a contract (See
4 APPENDIX 15 (A15)) guaranteeing full time service to the District for two years after
5 returning to his/her regular assignment. Contractual agreements for people receiving
6 sabbatical leaves of less than one year shall be pro-rated. It may also be necessary for the
7 person on sabbatical to receive bonding to guarantee his/her service (Educational Code
8 87770). A professional development leave may be approved for separate semesters rather
9 than for a continuous one-year period, provided that the sabbatical leave for both of the
10 separate semesters shall be commenced and completed within a three-year period. Any
11 period of service by the individual intervening between the two separate semesters of the
12 sabbatical leave shall comprise a part of the service required for a subsequent sabbatical
13 leave. If a faculty member has been approved for a sabbatical leave for a particular semester
14 or year, any change in the dates of the leave must be by mutual consent of the faculty
15 member and the appropriate College President. Any change from the approved dates shall
16 be reported in writing to the College Professional Development Committee.
17

18 j. Illness, Injury, Death
19

20 In case of an injury to or illness of the faculty member while on professional development
21 leave which prevents his/her completing the purpose of the leave, the leave will be
22 terminated and all provisions for sick leave shall apply. If death prevents the faculty member
23 from fulfilling his/her agreement to return to service in the District, no repayment of salary
24 shall be required of his/her estate. Upon return to service and prior to completion of two
25 obligatory years of service, if illness or injury qualifying for disability retirement occurs, the
26 faculty member shall be exempt from further obligations relative to his/her leave.
27

28 k. Committee Membership
29

- 30 1. The Professional Development Committee shall be established at each college and shall
31 consist of three administrators, designated by the College President, and three faculty
32 members, one appointed by the college Academic Senate, one by the PFT chapter chairs,
33 and one by mutual agreement.
34
35 2. All members shall have equal weight in all respects, and a chairperson, whose function is
36 nominal, shall be selected by the Committee as a whole at the beginning of each
37 academic year.
38
39 3. No member shall serve more than four consecutive years.
40
41 4. At least one administrator and one faculty member shall be replaced every two years.
42
43 5. Professional Development Committee recommendations shall not be subject to the
44 grievance procedure.
45
46 6. The committee shall provide regular reports to the College and the District on the
47 expenditure of funds and the attainment of goals. (Other committee assignments
48 include, but are not limited to, approving Professional Development monies for the
49 faculty at each college and approving retraining leaves).
50

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l. Salary

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

m. Professional Development Report

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

n. Professional Development Leave Allocation

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

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

1 o. Grievances pertaining to this section shall be limited to procedure violations.

2
3 S. Retraining Leave

4
5 1. **Eligibility**

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

9
10 2. **Requirements**

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

15
16 3. **Application**

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

24
25 4. **Committee Membership**

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

28
29 5. **Criteria for Acceptance of Leave Application**

- 30
31 a. Faculty members who have been evaluated as in need of skills and/or knowledge upgrading,
32 or
33
34 b. Faculty members for whom retraining is in the best interest of the District and the faculty
35 member, and
36
37 c. Faculty members who can achieve the retraining objectives in four or fewer consecutive
38 semesters.

39
40 6. **Criteria for Granting Leave**

41
42 To receive the leave, faculty members must be accepted in an education/retraining program,
43 which will allow them to achieve the retraining objectives. Before the retraining leave begins,
44 evidence of such acceptance shall be submitted to the Office of Employee Relations.

45
46 7. **Salary**

- 47
48 a. Retraining leave pay will be based on 75% of the approved leave portion of the employee's
49 regular contract. For example, if an employee's regular contract is 1.0 and his or her

1 approved retraining leave is .50, computation of pay is as follows: .50 at regular contract
2 rate of pay; .50 at 75% of regular contract rate of pay.
3

- 4 b. In the case of a faculty member who retrains within a program or agency conducted by a
5 private business enterprise or other non-academic agency acceptable to the District, the
6 District shall pay the difference between his/her Peralta salary and the salary of the non-
7 academic institution not to exceed 75% of salary. Pursuant to STRS regulations, faculty
8 members will not be eligible for full-time (1.0) service credits.
9
- 10 c. While on retraining leave, a faculty member shall not be assigned an extra service
11 assignment.
12
- 13 d. While on retraining leave, the salary the faculty member would have received if he/she had
14 been in regular service shall be the basis for computing his/her compensation. Salary for
15 retraining leave shall be paid in the same manner as that paid during regular service.
16
- 17 e. Retraining leave shall count for full salary increments and health and welfare, sick leave, and
18 retirement benefits. Credits earned while on retraining leave shall count toward
19 advancement on the salary schedule upon receipt of official verification from an accredited
20 institution or approved training program.
21

22 8. Service Obligation 23

24 Recipients shall contract to serve the District for a period equal to twice the length of the leave
25 after completion of a retraining leave. In the event of failure to render such a period of service
26 after return from retraining leave, the grantee shall indemnify the District against the loss by
27 furnishing suitable bond, or by executing a contract with the District binding the faculty
28 member to return for at least the above period.
29

30 9. Illness, Injury, Death 31

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

40 10. Number of Retraining Leaves 41

42 The District will guarantee up to 5.0 FTE Retraining Leaves for the duration of this contract.
43 Upon return to service following completion of a Retraining Leave, the District shall make every
44 effort to assign the faculty member in his or her new area of expertise.
45

- 46 11. In cases where a department, discipline, or program is less than three (3) FTE, one (1) FTE may
47 be out on retraining leave in any one semester.
48

- 49 12. Grievances pertaining to this section shall be limited to procedural violations.
50

1 T. Leave Banking Program

- 2
- 3 1. In order to encourage professional development and faculty revitalization, a Leave Banking
- 4 Program is established. Upon request, the Leave Banking Program allows regular permanent
- 5 (tenured) faculty to save up (or "bank") any contracted assigned "extra service" hours in lieu of
- 6 immediate compensation. For example, in a future semester, after fifteen (15) banked equated
- 7 hours have been accumulated, the faculty member may exchange the banked hours for one full
- 8 semester of leave at full pay.

9

10 Probationary faculty are eligible to accrue Leave Banking hours. Upon approval of the Tenure

11 Review Committee and College President, the probationary faculty member with two or more

12 years of service may be granted Banking Leave.

13

14 Partial contract (less than full-time) regular permanent (tenured) faculty members may accrue

15 Leave Banking hours during the summer session calendar only.

- 16
- 17 2. At the request of the faculty member, contracted assigned extra service and summer session
- 18 hours shall be bankable. Extra service is defined as all assigned equated hours above a full-time
- 19 load. If a full-time faculty member is "under loaded," he/she is not eligible for extra service and
- 20 may therefore not accrue hours toward Banking Leave.
- 21
- 22 3. A faculty member may bank up to a total of thirty (30) semester equated hours. If a faculty
- 23 member reaches this limit, no additional hours may be banked until he/she uses the time or
- 24 cashes it out.
- 25
- 26 4. A faculty member may use banked equated hours for leaves of up to one (1) semester within two
- 27 (2) years; or two (2) semesters within three (3) years. A faculty member may also use banked
- 28 equated hours for partial leaves.
- 29
- 30 5. A faculty member may not bank time while he or she is on Banking Leave.
- 31
- 32 6. In the case of a protracted illness while a faculty member is on Banking Leave, which prevents
- 33 his/her completing the leave, the Banking Leave will be terminated and all provisions for sick
- 34 leave contained in this Agreement shall apply.
- 35
- 36 7. When a Banking Leave is completed, the faculty member shall return to his/her regular
- 37 assignment.
- 38
- 39 8. In any one semester, not more than one (1) FTE out of three (3) FTE faculty members in a
- 40 department, discipline, or program may be out on Banking Leave.
- 41
- 42 9. In cases where a department, discipline or program is less than three (3) FTE, one (1) FTE may
- 43 be out on Banking Leave in any one semester.
- 44
- 45 10. In the event that more faculty are eligible in a given term for Banking Leave than are authorized
- 46 to be on this leave, approval will be based on the District Seniority List for faculty members by
- 47 date of hire.
- 48
- 49
- 50

1 After a person takes a Banking Leave, he/she is rotated to the bottom of the seniority list for the
2 department, discipline or program for Banking Leave purposes.

3
4 A faculty member with a split load shall be counted in the department, discipline, or program
5 where he/she has the majority of his/her load.
6

7 11. Extra service may be banked in whole or in part.
8

9 12. While a faculty member is on Banking Leave, he/she shall receive full salary payment, credit for
10 anniversary salary step increments, health and welfare benefits, sick leave and retirement in the
11 same manner as if he/she were on regular assignment.
12

13 13. Faculty members on Banking Leave may apply for Professional Development funds.
14

15 14. If granting all requested and authorized Banking Leaves would put the District out of
16 compliance with State regulations, e.g., 75/25 ratio, the total number of faculty FTE (Full-Time
17 Equivalent) authorized to take leaves will be reduced to comply with the State regulations, e.g.,
18 75/25 ratio. The criteria for this reduction will be by seniority (date of hire) as specified in this
19 article. Any person eliminated as a result of this paragraph will automatically be given first
20 priority the next time he/she applies.
21

22 15. Banking Leave shall count towards accumulated time served and shall not constitute a break in
23 service.
24

25 16. Every year, at the faculty member's request, he/she shall receive from the District an accounting
26 of the number of equated hours and cash value accrued for each term/year that he or she has
27 banked.
28

29 17. A faculty member who has accumulated hours toward Banking Leave may cash out some or all
30 of the hours for critical financial emergencies or to pay out nominal residual balances. The
31 cashed out hours shall be paid at the rate in force at which the funds were earned. In the case of
32 death, disability, retirement, resignation or termination for any reason, the amount of unused
33 time shall be cashed out at its full value at the rate at which it was earned.
34

35 18. Application
36

37 a. The faculty member shall notify the Dean/Vice President that he/she wishes to accrue Leave
38 Banking hours six (6) weeks before the start of the semester, summer session, or at the time
39 of assignment, whichever is later. Such notification shall be in writing with the completion
40 of applicable section(s) on Leave Banking Program Form (See Appendix).
41

42 b. To utilize banked time, the faculty member must submit a completed Leave Banking Program
43 Form to the Dean/Vice President by September 1st for Winter and/or Spring usage and by
44 February 1st for Fall usage.
45

46 c. The District will notify the faculty member of approval or disapproval in writing by October
47 15th for Winter and/or Spring requests and by March 15th for Fall requests.
48
49
50

- 1 U. Family Care Leave
2
3 1. Any faculty member shall be granted a leave of absence for family care pursuant to California
4 State Law and Federal Law.
5
6 2. Faculty members on family care leave shall be covered by the District for medical, dental, life and
7 disability benefits only.
8
9 3. A faculty member may be authorized to use of up to fifteen (15) days of accrued sick leave in any
10 school year during a period of family care leave. This fifteen (15) days accrued sick leave usage
11 shall include any personal emergency leave that has been used during the same school year.

2
3 A. Program

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

23 B. Qualifications

24
25 To qualify for this program an employee must have met the following requirements prior to the
26 reduction in service:

- 27
- 28 1. Ten (10) years of full-time faculty service in California, of which the immediately preceding five
29 (5) years were full-time in the Peralta Community College District.
 - 30
 - 31 2. During the period immediately preceding a request for a reduction in workload, the employee
32 must have been employed full-time in a faculty position for a total of at least five (5) years
33 without a break in service. Approved leaves of absence shall not constitute a break in service.
34 Such leaves shall not be used in computing the five-year full-time service requirement.
 - 35
 - 36 3. The employee shall be fifty-five (55) years of age or over before the beginning of the term in
37 which his or her reduced employment commences.
 - 38

39 C. Application and Approval

- 40
- 41 1. Qualified, interested employees shall initiate this procedure by formal written request to the
42 Board of Trustees delivered to the college president.
 - 43
 - 44 2. Initial requests shall be received by the college president no later than February 1 for
45 implementation in the following fall semester or quarter, and no later than June 1 for
46 implementation in the following spring semester.
 - 47
 - 48 3. Individual agreements will be developed for each approved applicant.

2
3 A. Student Personnel Services Specialists assigned to counseling departments shall assist counselors in
4 providing academic, vocational and student support service. This position shall not replace
5 counselors and will not replace the responsibilities of counselors as delineated in the applicable
6 Education Code Sections and Title V.
7

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

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

A. Definitions of "Full Retirement"

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

B. Retirement Plans and STRS1. **General Information**

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

2. **Regular Service Retirement Plans**

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

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

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

4. **Health and Welfare Benefits**

See relevant sections of Article 22.

1
2 5. Exit Interviews
3

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

9 C. Post Retirement Part-time Faculty Pay
10

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

30 *Post Retirement Part-time Pay Calculation Examples
31

32 Example #1: Assume STRS maximum increases by 5% from \$16,500 to \$17,328 and PCCD faculty pay schedule
33 increases by 4%. The maximum earnings under the retirement incentive program would increase by 4% to \$17,160
34 which is the lesser of two amounts.
35

36 Example #2: This rate change calculation would apply to a pay schedule rate change for each retiree in the event of
37 differential pay rate adjustments. Assume STRS maximum increases by 5% to \$17,325 and PCCD faculty pay rate at
38 E 18 increases by 8%. Retiree who was placed on E 18 at time of retirement would receive a 5% increase because the
39 STRS 5% increase is the lesser of the two amounts.
40

A. Working Conditions

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

B. Salary

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

C. Health and Welfare Benefits

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

D. Eligibility List

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

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

The list shall include:

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

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

E. Full-Time Contract Positions

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

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

1 F. Letters of Assignment

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

5
6 If a part-time temporary faculty member, who is eligible for a one-year letter of assignment and
7 has received a positive evaluation, is not offered a one-year assignment, the College President,
8 upon request by the faculty member, shall provide a written statement to the person explaining
9 the reason(s) why he or she was not offered a one-year assignment. A positive evaluation must
10 be completed and properly filed before a part-time temporary faculty member is eligible for a
11 one-year letter of assignment. This provision is not grievable if the College President complies
12 with the faculty member's request for a written explanation for not offering a one-year letter of
13 assignment.

- 14
15 2. The colleges, whenever possible, shall issue letters of assignment to all other part-time faculty
16 by June 30 for the fall term and by December 1 for the spring term. The letter shall specify the
17 course, the number of hours the class meets, the location and the time.

- 18
19 3. Whenever possible, the college shall issue letters of assignment for one (1) full year.

- 20
21 4. The issuances of such letters of assignment shall not preclude the District's right of assignment
22 of underloaded regular and probationary faculty members to classes currently taught by or
23 assigned to part-time temporary faculty members, or the right to cancel when deemed
24 appropriate.

- 25
26 5. Such letters of assignment do not constitute a contract for employment.

- 27
28 G. Whenever the layoff of contract and regular instructors requires that part-time temporary
29 instructors be terminated or not rehired, as provided by the Education Code, the District as a
30 courtesy, will send to the PFT a list of the name(s) and discipline(s) of part-time temporary faculty
31 who are affected.

32
33 H. Part-time Faculty Rehire Preference Pool

34
35 The District and the PFT are committed to the principles and law of Equal Employment
36 Opportunity. In addition, it is recognized that the communities and students served by the District
37 are diverse in their cultures, ethnicities, language groups and abilities, and the District and the PFT
38 are therefore committed to fully representing that diversity in its workforce. The District and the
39 PFT value diversity and strive to assure that a plurality of represented groups participate in the
40 development and delivery of its instructional and student services programs.

41
42 The District and the PFT recognize that the success of its instructional and student services
43 programs is in large part dependent upon a valued and competent part-time faculty that is
44 committed to consistently delivering a high quality of instruction and student services.

- 45
46 1. **Preferred Hiring Pool.** Except as noted in #3 below, Part-time faculty in the College Preferred
47 Hiring Pool will be given preference in assignment over Part-time faculty in the Non-Preferred
48 Hiring Pool (see #4 below for specifics). Within the College Preferred Hiring Pool, all faculty
49 will be treated equally: This policy is in no way meant to modify or change existing PCCD

1 policies and practices in assignment of extra service classes to contract faculty (see Article 18).
2 The Preferred Hiring Pool shall consist of part-time faculty who meet all of the following
3 criteria:
4

5 A. Employed as a part-time faculty member OR Long Term Substitute (LTS) in the
6 College(s)/Discipline(s) for at least six of the last ten semesters, or currently employed part-
7 time faculty who have successfully completed the Peralta Faculty Diversity Internship
8 program.
9

10 B. Performance Evaluation.

11 1) A "surpasses requirements" performance evaluation² or better shall be required for
12 initial entry into the Preferred Hiring Pool. The Performance Evaluation will be based
13 on peer classroom evaluations, student evaluations, self-evaluation, the administrative
14 evaluation, an optional administrative classroom evaluation, and an optional non-
15 classroom evaluation form. A summary evaluation form will summarize the evaluations
16 in each of these areas and provide the overall performance evaluation rating.
17

18 2) Once in the College Preferred Hiring Pool, a "meets all requirements" performance
19 evaluation or better shall be required for an instructor to remain in the Preferred Hiring
20 Pool.
21

22 3) The part-time evaluation process (only) shall be further modified by adding the
23 following to the existing process:
24

25 a. Administrative (supervisor) classroom evaluation shall be an optional part of the
26 evaluation process. If the administrator does not complete a classroom evaluation,
27 the administrator may not vote on the summary evaluation rating. This classroom
28 evaluation shall conform to the process currently used for administrative
29 (supervisor) classroom evaluation in the Tenure Track evaluation process (Tenure
30 Track policy, Sec II A 3). The non-classroom administrative evaluation is required
31 whether or not the administrator conducts a classroom evaluation.
32

33 b. For instructional faculty, the Self-Evaluation shall include (in addition to the
34 existing Self-Evaluation form) a listing of all assignments; a copy of the syllabus; and
35 a description of student assessment method(s) used.
36

37 c. The process for choosing faculty evaluators for part-time evaluations shall be
38 modified as follows:
39

40 (1) For the Initial Evaluation, the Evaluation Committee Chair will be chosen by
41 mutual agreement of the Department Chair (or Academic Senate President at
42 COA) and Dean; the other faculty member on the committee will be chosen by
43 mutual agreement of the Dean and the faculty member being evaluated. Part-

²The 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 time faculty may serve in either position with the approval of the Dean, and will
2 earn 5 hours of Staff Development credit per evaluation for his/her service. If
3 mutual agreement can not be reached, the faculty evaluator will be chosen by
4 lottery. In the selection of evaluators, every effort will be made to ensure that
5 they are representative of the diversity of our community and sensitive to multi-
6 cultural concerns.
7

8 (2) For the Initial Evaluation, the Evaluatee may challenge one faculty evaluator. If a
9 challenge is made, the challenged evaluator will be replaced by a faculty member
10 chosen from a lottery of contract faculty in the discipline and related disciplines.
11 Part-time faculty in the discipline and related disciplines who are approved by
12 the Dean (and willing to do evaluations in return for Staff Development credit)
13 may also be in the lottery. The Dean shall conduct the lottery. The evaluator
14 chosen by lottery may not be challenged. Every effort will be made to ensure
15 that they are representative of the diversity of our community and sensitive to
16 multi-cultural concerns.
17

18 (3) For Subsequent Evaluations, the Faculty Evaluator will be chosen by mutual
19 agreement of the Department Chair/Academic Senate President at COA and the
20 part-time faculty member. Part-time faculty may also serve as a Faculty
21 Evaluator, with the approval of the Dean, and will earn Staff Development credit
22 for his/her service. If agreement on a Faculty Evaluator cannot be reached, the
23 Faculty Evaluator will then be chosen by lottery, as per 3c(1) above. The
24 evaluator chosen by lottery may not be challenged.
25

26 d. The Summary Evaluation Report rating shall be decided by a majority of committee
27 members who did classroom observations and evaluations, including the
28 administrator, if the administrator does a classroom observation/evaluation. If the
29 administrator does not complete a classroom observation/evaluation, the
30 administrator may not participate in the summary evaluation. In cases where only
31 two classroom observations/evaluations are done and the two evaluators do not
32 agree the faculty member will be evaluated again the following semester using the
33 "initial evaluation" model (TR handbook).
34

35 e. If the student evaluations or peer classroom evaluation(s) are not completed with
36 four weeks left in the semester, the College Vice President of Instruction (or
37 representative), and the college Academic Senate President (or representative) shall
38 jointly develop a plan to complete the process by the end of the semester, and
39 determine a summary rating. In such cases, the faculty member shall have the right
40 to receive a full evaluation during the following semester, if he/she makes a request
41 for a full evaluation (in writing) to his/her Dean (with a copy to the PFT) within the
42 first two weeks of the following semester.
43

44 f. The evaluation schedules for the faculty identified in #1 above shall conform with the
45 Ed Code regulations on evaluation, with 1/3 of the part-time faculty evaluated every
46 year. The specific part-time faculty evaluation list for each year shall be based on
47 seniority within the College discipline(s), with due consideration to maintaining
48 and enhancing diversity.
49
50

1 Non-Preferred Hiring Pool consists of part-time faculty members currently employed by the
2 District but not in the Preferred Hiring Pool or applicants for part-time teaching positions who
3 meet state minimum qualifications.
4

5 If part-time faculty positions are open but there are no available qualified individuals in the
6 discipline from the College Preferred Hiring Pool, the Division Dean or designee shall consider
7 faculty members currently employed in the department discipline or at another college in the
8 District who are not in the Preferred Pool. The Dean or designee may also contact the Office of
9 Human Resources regarding selected outside discipline candidates who are currently in the
10 central District pool, screen candidate materials for desirable skills and attributes, and interview
11 candidates prior to making a recommendation for employment
12

13 2. Faculty assignments shall comply with Article 18-A-12.

14 3. Exceptions to Rehire Preference Policy

15
16 In the best interests of the College academic program, the Division Dean and Department Chair
17 (or Academic Senate President at Alameda) may elect to hire someone in the Non-Preferred
18 Hiring Pool over someone in the Preferred Hiring Pool. If they agree, they will jointly author a
19 letter informing the person in the Preferred Hiring Pool that he/she is not being selected and
20 explaining the reason for the decision. If they disagree, a final decision will be made by the
21 College President, who will author the letter. A copy of the letter shall also be sent to the PFT.
22 Neither the decision nor the letter will be subject to the grievance procedure.
23
24

25 4. Program Operational Components:

26
27 A. Electronic List

28 The Office of Human Resources will create and maintain an updated electronic list of all
29 individuals currently in the Preferred Hiring Pool, and will provide shared access to Division
30 Deans, other designated College administrators, and to the PFT President, PFT Chapter
31 Chairs, Faculty Senate Presidents, College Department Chairs and lead instructors (at
32 COA). Human Resources will update the list as required. Designated individuals shall have
33 query access in order to view the list (view sorts by College or District-wide) by discipline
34 from his/her desktop. Part-time employees shall have computer access to his/her individual
35 information.
36

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

43 The list shall be updated with current assignment information within 4 weeks of the start of
44 each semester.
45

46 B. Assignment

47 Members of the Preferred Hiring Pool shall be offered assignments for his/her Base Load (see
48 #C below) if such assignments are available. Assignments beyond Base Load are not
49
50

1 precluded by this agreement. The College retains the right of assignment of regular or
2 contract faculty and to cancel part-time assignments based on the needs of the College and
3 District.
4

5 C. Base Load

6 The base load of a part-time instructor shall be the average equated hours assigned to the
7 part-time faculty member in each discipline at each college in the Spring and in the Fall
8 semesters during the most recent three years, including the semester in which the list is
9 made. Base Load shall be calculated separately for the Spring and Fall semesters, up to a
10 maximum of 60% of Base contract load. Base Load for former Diversity Interns shall be
11 based on his/her internship assignment. The assignment preference is only at the college(s)
12 where the part-time faculty member works. If a part-time faculty member is bumped from
13 an assignment, the Base Load calculation will include his/her Base Load as originally
14 assigned. If an assignment is declined, the part-time faculty member will remain on the
15 College Rehire Preference List, as long as he/she qualifies. Exceptions to removal from the
16 list will also be made in the event of approved family leave, documented medical
17 circumstances, or a documented medical emergency.
18

19 D. Emergency Hires

20 Emergency hires fill part-time faculty positions that become vacant due to the sudden
21 unavailability of staff during an ongoing semester or during the four weeks immediately
22 prior to a semester, summer session, or intersession, or when classes or services are added
23 following the start of a semester, summer session, or intersession due to increased
24 enrollment demands.
25

26 When an Emergency Hire position is identified, the Division Dean and Department Chair (if
27 applicable, and/or other discipline faculty as designated by the Dean) shall make every effort
28 to employ a part-time faculty member in the Preferred Hiring Pool.
29

30 If the Emergency Hire position cannot be filled with a part time faculty member in the
31 Preferred Hiring Pool, the Division Dean and department chair (if applicable, and/or other
32 discipline faculty as designated by the Dean) shall make a good faith effort to:
33

- 34 • Review the database of discipline employees not in the Preferred Hiring Pool
- 35 • Coordinate with Human Resources for the review application materials of outside
36 candidates
- 37 • Interview candidates who most closely meet the desirable skills and experience of the
38 position(s)
- 39 • Select an individual to fill the unexpected vacancy.
40

41 Emergency hires from the non-Preferred Hiring Pool will not automatically enter the
42 Preferred Hiring Pool, unless they qualify as described above.
43

44 E. Seniority and Bumping Rights

45 Members of the Preferred Hiring Pool will not have seniority or the right to bump from an
46 assignment of another Part-time Faculty member.
47
48
49

2
3 A. Selection of Faculty4
5 Summer session faculty shall be selected by the College President of each college on the following
6 priority basis:

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

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

- 23
-
- 24 B. Summer session faculty members may be offered more than one course during a summer session, but
-
- 25 no more than nine (9) equated hours.
-
- 26
-
- 27 C. All other provisions of the PFT/PCCD contract shall be applied to summer school faculty.
-
- 28

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

B. Contributions

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

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

C. Eligibility

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

D. Benefits

1. **Full-Time Faculty:** The Program may contribute up to 50 days at 100% of pay but no more than necessary for an employee to be eligible for long-term disability.
2. **Part-Time Faculty:** The Program may contribute up to 50 hours at the rate of the faculty member's current load and rate of pay; this leave shall terminate at the end of the semester in which it begins.
3. **Limitations on Use:** No faculty member may receive benefits from the Program more than two times in his/her lifetime.
4. Faculty members receiving sick leave donations shall be covered by the District for medical, dental, life and disability benefits, which they would be otherwise qualified to receive.
5. **Effect of Receiving Benefits:** Benefit recipients shall be solely responsible for any state and federal taxes on the donated time. Such taxes shall be withheld at the normal rate for the recipient employee. In the event that the state or federal governments rule that a tax liability is due other than as taxed, the recipient shall be solely liable for such liabilities.

1 E. Request Procedures

2
3 Request for benefits shall be submitted in a sealed envelope to the Vice Chancellor for Finance and
4 Administration. The Vice Chancellor shall receive the request and supporting medical
5 documentation and certification to determine whether the faculty member meets eligibility
6 requirements. Such requests must include a physician's certification that the faculty member is
7 unable, as a result of a catastrophic illness or injury, to perform the material duties of his/her
8 occupation. At its discretion, the District may require additional medical information or require
9 examination by a second physician of the District's choosing and at the District's expense. After
10 reviewing the application and supporting documentation, the Vice Chancellor shall submit to the
11 committee a statement which indicates whether the faculty member has met the criteria and
12 furnished all documentation and number of days needed to bridge to eligibility for long-term
13 disability benefits (this applies to contract and regular faculty). For part-time, temporary faculty,
14 the statement shall include the number of days or hours needed to cover the remainder of the term.

15
16 The five-member PFT committee shall review the request and approve the call for sick leave
17 contributions. Faculty may not contribute more days/hours than needed. The decision of the
18 committee shall not be subject to the grievance and arbitration provisions of the PFT-PCCD
19 Contract Agreement.

A. Purpose

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

B. Definitions

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

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

Telecourse means a course of televised lectures or other televised programs.

C. Development of Distance Learning Courses:

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

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

3. The faculty member who creates a distance education course, whether a new distance education course or an existing course converted to a distance education course, has the right of first refusal for teaching it for a period of two years so long as he/she remains in good standing. This right is contingent on adequate enrollment.

D. Technical Support

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

E. Distance Learning Class Assignments

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

1 F. Online Class Size

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

5 If the course is only taught on-line during that academic year, the maximum class size shall be
6 determined by mutual agreement of the Department Chair (COA Academic Senate President) and
7 Dean, in consultation with the faculty member, by reviewing class size maximums of comparable
8 courses in the department. Class size maximums for “online only” classes shall be subject to
9 approval by the PFT President and Vice Chancellor for Educational Services.

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

16 G. Evaluation of Faculty Assigned to Teach Distance Learning Courses

17 Evaluation of Faculty Assigned to teach distance learning courses shall recognize the special
18 circumstances of teaching such a class. Students will evaluate on-line classes as they do on-site classes.

19 H. Educational Technology Committee

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

24
25

2
3 The PFT and the District mutually agree to commit to participate in Interest Based Bargaining in
4 successor agreement negotiations. This Agreement will be an extension of the current contract (July 1,
5 2004 to June 30, 2007) covering the period July 1, 2007 through June 30, 2009. If either party feels that
6 amendments, 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) working days
8 of the request.
9

10 All Appendices will be reviewed and revised so as to be in compliance with this Agreement and with
11 current practice.
12

13 This contract extension was ratified by the Peralta Federation of Teachers (PFT) on November 16, 2006.
14

15 This contract extension was approved by the Peralta Community College District Board of Trustees on
16 November 28, 2006.
17

18 Signed and entered into this 9th day of October 2007.
19

20
21 For Peralta Community College District:

For Peralta Federation of Teachers:

22
23
24
25 *(S) Thomas Smith*

(S) R. Greenspan

26 Thomas L. Smith, Esq.
27 Vice Chancellor for Finance and Administration
28

Richard Greenspan
Chief Negotiator
29

30
31 *(s) Debra Weintraub*

Debra Weintraub
President
32
33
34