

2022-2025 Successor Agreement

Between

PERALTA COMMUNITY COLLEGE DISTRICT

And

PERALTA FEDERATION OF TEACHERS

Date: September 1, 2023

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ARTICLE 1 : RECOGNITION

Information on the definition of the bargaining unit and its members.

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

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

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

ARTICLE 2 : SUPPORT OF AGREEMENT

Information on mutual support of agreement.

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

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

ARTICLE 3 : EFFECT OF AGREEMENT

Information on agreement taking precedent over District practices and procedures

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

ARTICLE 4 : ACADEMIC FREEDOM

Statement of faculty freedom concerning their instruction

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

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

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

ARTICLE 5 : NON-DISCRIMINATION

Statement of the mutual commitment of the District and the Federation to non-discrimination.

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

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

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

ARTICLE 6 : FEDERATION RIGHTS

Federation rights in relation to District.

A. Legal, Unrestricted and Non-confidential Information

1. 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.
2. The District shall provide notice to the Federation 72 hours in advance of all "intake orientation" meetings with newly hired faculty, in order that a PFT representative can attend each such meetings.

B. Board Policies

1. 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 any changes, additions, alterations, or deletions to this book.
2. Proposed Board Policies and Administrative Procedures
 - a. At least 30 working days before a proposed District Board Policy or Administrative Procedure is presented to the Planning and Budget Council ("PBC"), the District will make a good faith effort to notify PFT of the proposed District Board Policy or Administrative Procedure by sending the text of the proposed Board Policy or Administrative Procedure via email to both the PFT President and the PFT Chief Negotiator.
 - b. The PFT shall, within 10 working days of receipt, notify the District of any proposed District Board Policy or Administrative Procedure which the PFT believes contains items which are negotiable. As part of that response, the PFT shall inform the District as to which aspects of the Policy or Procedure it believes are negotiable and the reason(s) for PFT's belief. The Union does not, by agreeing to provide such notice, waive its right to subsequently identify additional negotiable effects or impacts. If either party requires more time to review the proposal or requires information relevant to deciding whether the decision or effects require negotiations, it may request

additional time to review the matter. If the parties cannot mutually agree to allow additional time, PFT does not waive any rights it has to challenge the District's action under EERA, Gov. Code Sections 3540 et seq. in moving forward with the proposal.

- c. The District shall respond to the PFT within ten working days of receipt of any PFT notification above and inform the PFT of the following:
 - 1) Whether the District agrees or disagrees with PFT's contention(s) of negotiability; and
 - 2) If the District disagrees with any contention of negotiability, the District shall so state and shall state the reason for its position.
- d. If the District and the PFT agree that items in a District Board Policy or Administrative Procedure are negotiable, both sides shall make a good faith effort to meet and come to an agreement on these issues before the Board Policy or Procedure is submitted to the .
- e. If the District and the PFT disagree on whether an item is negotiable, both sides shall nonetheless make a good faith effort to meet, discuss, and resolve their differences before the proposed Board Policy or Administrative Procedure is presented to the .
- f. Nothing in this agreement is intended to supersede or override Article 3 of the CBA.

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 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.

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

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

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

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

G. Professional Dues and Payroll Deductions

1. The Board shall deduct Federation dues and/or PFT Committee on Political Education (COPE) contributions from the salary warrants of faculty members, including part-time faculty, following receipt of certification from the Federation that a faculty member covered by this Agreement has authorized such dues and/or PFT/COPE contribution deduction. The Board shall deduct one-twelfth (1/12) of such dues from the regular check of the faculty member for twelve (12) months.
2. The total amount of dues and PFT/COPE contributions deducted, together with a list of faculty members from whose pay they were deducted, along with the amount deducted from each faculty member and a list of faculty members who had authorized such deductions and those from whom no deductions were made, shall be forwarded to the Federation office no later than thirty (30) days after such deductions were made. Deduction

will cease within thirty (30) calendar days of written notice from the Federation that an employee has revoked membership and authorization for dues deduction and/or PFT/COPE Contributions from payroll. The District is not responsible for pursuing dues payment or arrears from faculty on unpaid leave.

3. The District shall, upon proper receipt of authorization, deduct from the salary warrants of all faculty members, including part-time faculty, the following:
 - a. State and Federal required deductions;
 - b. Dues to the following professional associations:
 - 1) Peralta Federation of Teachers;
 - 2) Faculty Association, California Community Colleges;
 - 3) Academic Senate (District and Colleges);
 - 4) California Higher Education Association;
 - 5) California Association of Educators.
 - c. Amounts for the purchase of tax-deferred annuities approved by the Board (there are currently over 80 approved annuities);
 - d. Payments to credit unions listed below:
 - 1) City and County Employee's Credit Union;
 - 2) Alameda Municipal Credit Union;
 - 3) California Federation of Teachers Credit Union;
 - 4) All currently outstanding CTA Credit Union withholdings contracted prior to June, 1984;
 - 5) Provident Central Credit Union.
 - e. Amounts for the purchase of U.S. Savings Bonds;
 - f. Contributions to:
 - 1) United Way of the Bay Area;
 - 2) The Progressive Way;
 - 3) Bay Area Black United Fund;
 - 4) Bay Area CHAD (Combined Health Agencies Drive);
 - 5) The Peralta Foundation;
 - 6) The Environmental Federation of California;
 - 7) Laney Activities Association
 - g. Health and welfare contributions for District-offered group plans;
 - h. District approved life insurance premiums;

- i. District approved disability insurance premiums;
 - j. PFT Committee on Political Education (COPE);
 - k. State Teachers' Retirement System (STRS) deductions;
 - l. The STRS Cash Balance Program, so long as District contributions are the same as or less than the then current Social Security Contribution;
 - m. In addition to the above, deductions which the Peralta Board may approve in the future.
4. Upon appropriate written authorization from the faculty member, Board shall deduct from the salary of such faculty member deductions which were authorized as of the effective date of this Agreement or which the Peralta Board may approve in the future.
 5. 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 shall defend and indemnify and hold harmless the District, its agents, or employees for any monetary award arising out of such litigation.

H. Grievance Processing Released Time

The District will grant released time to the President of the Federation or their 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 their representative shall be considered on released time.

I. Release Time

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

J. 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).

L. Separability and Savings

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

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

ARTICLE 7 : MANAGEMENT RIGHTS

Recognition of District Management

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

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

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

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

ARTICLE 8 : SEPARABILITY AND SAVINGS

Information of validity of provision of the contract.

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

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

ARTICLE 9 : INTRA-DISTRICT TRANSFER

Process and procedure for transfers.

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

6. Permanent Voluntary Transfers

All voluntary transfers are to be considered permanent.

C. Involuntary Transfers

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

1. If a college discontinues or reduces a particular program which results in the transfer to another location of a regular or probationary faculty member, and if another college within the District is offering a program for which this faculty member is both qualified and competent to work, and in which a vacancy exists or in which they are senior to other faculty members; then this person must be given an opportunity to transfer to the college which can utilize their service.
2. When the District finds it necessary to transfer a faculty member from one college to another because of staffing conditions, volunteers will first be sought.
 - a. The position vacancy will be advertised internally throughout the District to provide an opportunity for faculty members to apply.

- b. The District will distribute a notice to all faculty members who are competent and qualified to work in the designated Faculty Service Area.
 - c. Faculty members will have fifteen (15) working days during the academic calendar year in which to respond.
 - d. In the case of more than one affirmative response, the faculty member with the most seniority, who is both competent and qualified, shall be selected.
 - e. In the case of no voluntary respondents, the person(s) with the least seniority who is (are) qualified and competent to work in the FSA will be assigned for the transfer.
3. Transfers made for the convenience of the District or short-term interchanges are to be made with the understanding that the transferee will return to the original institution to fill the first vacancy (equal to their contract load level) for which they are competent and qualified. If a faculty member, transferred for the convenience of the District, finds that they wish to remain at the second college, and if that institution wishes to retain that person, then they shall have the privilege of remaining.
 4. The faculty member(s) to be involuntarily transferred shall be given official notice at least forty (40) calendar days prior to the beginning of the semester in which the transfer is to take effect. The written notice of transfer shall specify the effective date, time, work location, and course and/or other assignments of the new position.

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

ARTICLE 10 : RESIGNATION

Provisions for faculty resignation.

- A. A faculty member may not be threatened with dismissal action by the college or District administration so as to force the faculty member to submit a resignation of employment.
- B. A faculty member who submits a written resignation may withdraw the resignation within ten (10) working days.
- C. A Resignation Form shall be used by the faculty member in submitting a resignation to the appropriate college administrator. See Appendix 2 (A2) for Resignation Form.
- D. All District property, including but not limited to keys, will be returned to the appropriate administrator prior to the effective date of resignation.
- E. When a faculty member terminates their service at the Peralta Community College District (“PCCD”), or is terminated, they will be paid all amounts owed for all extra-service, out-of-calendar work completed prior to the final date of employment, no later than 10 days from the end of their final pay period.

ARTICLE 11 : FACULTY EVALUATION AND TENURE PROCEDURES

See APPENDIX 20 for procedure.

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

Please refer to APPENDIX 20 (A20).

ARTICLE 12 : SAFETY

Information on class dismissal and reporting.

A. District Compliance

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

B. Safety Committee

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

C. Release Time

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

D. No Discrimination

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

E. Safety Precautions

Each faculty member shall observe normally-acceptable safety precautions in the performance of their assigned duties.

F. Reporting Violations

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

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

G. Class Dismissal

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

H. Safety Reports

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

ARTICLE 13 : PERSONNEL FILES

Information on accessibility, contents and maintenance.

- A. For the purposes of this Article, a "personnel file" is any record that:
 - 1. pertains directly to the employment relationship between the faculty member and the Board;
 - 2. is retained in the personnel files of the District; and,
 - 3. is accessible by the employee's name or other means of individual identification such as social security number.

- B. The personnel file may include records of employment with the District, records of educational advancement and other work or experience pertaining to the faculty member's position with the District, and records of professional evaluation as prescribed by state law.
 - 1. There shall be only one official personnel file for each faculty member. This file shall be kept in a locked file in the District Personnel Office and shall be available for inspection by the member or by a Federation representative expressly authorized in writing by the faculty member, unless the release is compelled by law or by a judicial order or by a lawfully issued subpoena. When such access is gained, the employee shall be notified in writing.
 - 2. All materials in the file shall be signed by the source of the material and dated. Anonymous communications shall not be placed in the official personnel file, nor shall materials attributed to unnamed sources.
 - 3. The faculty member shall have the right to obtain copies of any item in their file.

- C. Materials in personnel files of an employee which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.

- D. Such material is not to include ratings, reports, or records which:
 - 1. were obtained prior to the employment of the person involved;
 - 2. were prepared by identifiable examination committee members; or
 - 3. were obtained in connection with a promotional examination.

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

- F. Information of a non **pro forma** nature, except material mentioned in Section D of this Article, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter and have attached to any derogatory statement the employee's own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

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

ARTICLE 14 : SPECIAL ASSIGNMENTS:

Information on provisions for Department Chairpersons, Other Special Assignments and Tenure Facilitators.

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 A10 for job descriptions for the above listed special assignments.

A. Allocation of Department Chair Release Time

1. 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 1b, above.

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.

B.

B. 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. The appropriate division administrator or dean shall have overall responsibility for ensuring that the election process occurs as outlined below. 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, Counseling Department Chairperson and Head Librarian will serve for one (1) year, except where there is mutual agreement between the President and the faculty members of the affected department. The incumbent Department Chairperson shall initiate and oversee an election process between April 1 and May 1 for the purpose of selecting a Department Chairperson for the following year. Election shall be by secret ballot and all faculty

members are eligible to vote on an equal basis. Results shall be published and records (including ballots) kept for one year.

a) Eligibility

- 1) Any contract faculty member must not be on extended leave for more than 60 days during the academic year of the year they plan to serve, or any part-time faculty member who has had an assignment in the department during the current academic year is eligible to run and serve as department chair.
- 2) Any contract faculty member and any part-time faculty member who currently has an assignment in the department (or cluster) is eligible to nominate candidates and vote for chair.
 - i. If the election of a part-time faculty member as chair or co-chair will result in a load over 67%, the part-time faculty member shall indicate their preferred assignment to the VPI (or designee) in writing by the last day of the spring semester. In cases where preference is not given, the faculty member's teaching load will be reduced so that their total load does not exceed 67%.
- 3) Disputes over eligibility will be heard by a committee made up of the current chair, the dean, and a PFT representative.
- 4) Candidates must be able as chairs to attend to department business meetings in person on campus.

b) Nominations

- 1) The current chair distributes a nomination form (see attached) to all eligible faculty by April 1, or the closest business day following April 1; the form shall also be sent to the dean and the PFT rep(s) to verify nominations have begun.
- 2) If the department chair fails to send out nomination forms by April 1, the dean shall work to ensure that the process is completed.
- 3) Nominations will take place over ten business days, including at least one weekend for weekend instructors.
- 4) Co-chairs have to be paired on the nomination, and both have to accept and sign. The expectation is that co-chairs shall serve jointly over the entire academic year.
- 5) Self-nominations are acceptable.
- 6) Nominations are returned to a collection box in a central location; designated incumbent chair along with PFT rep(s) will distribute forms back to appropriate chair (or PFT designee).
- 7) The nominations are closed on the designated date; no additional nominations are allowed.
- 8) If a department chair finds that a nominee is ineligible, they will notify the PFT reps and the PFT president.
- 9) Distance Ed faculty must mail in their nominations to the dept. chair; nomination forms must be received by the close of the nomination period.

c. Election:

- 1) A copy of the blank ballot must be sent to the PFT reps at the time the ballots are distributed to the department.

- 2) Ballots must have space for a write-in.
- 3) Election takes place over ten business days, including at least one weekend for weekend instructors.
- 4) Ballots have to be placed in one envelope, with no name or signature on it, and then sealed. This envelope must then be placed in a larger envelope which has the employee's name (legible) and their signature on it. This envelope must be sealed.
- 5) Completed ballots should be returned to a secure ballot box in the VPI's office.
- 6) Once the elections are closed, no additional ballots will be allowed.
- 7) If no one in the department has voted, then the college President can make an appointment.
- 8) In the event of a tie for first place, the election must be rerun, with the tied candidates on the ballot and a space for a write-in. If there is another tie in the re-run election, the college President shall select the winner among the candidates who tied. The President's selection is not grievable, but violations of the procedure are grievable.
- 9) The election results, including vote counts, are posted/e-mailed to faculty by the incumbent chair.
- 10) If there is any question as to the validity of a vote, the PFT president makes final determination.
- 11) As per Article 14, the final selection will be made by the college president after review by the appropriate administrator and dean. If the president does not select the person elected, the department shall hold another election to select a different faculty member who shall be automatically appointed. If a co-chair team is elected but not chosen by the college president, the faculty who ran as co-chairs can run as individuals in the second election, but the same team cannot run again. If a chair or a co-chair cannot complete their term, a new election shall be held in accordance with the provisions above (co-chairs are elected as teams; therefore, if one of the co-chairs steps down, a new election must be called).
- 12) In the event that there are no nominees and no write-ins on the election ballot, the college president may make an appointment.
- 13) Distance Ed faculty must mail in their ballots to the VPI in care of the college; nomination forms must be received by the close of the election period.

d. Ballot Counting:

- 1) Ballots are counted by PFT (at least one rep) and dean/administrator. Other interested parties may attend.
- 2) A summary of votes is created. The final summary is signed by the vote-counters.
- 3) The summary and all raw votes are kept for one year in the VPI's office.

e. Unexpected Vacancies:

- 1) If there occurs a vacancy in the chair's position, either because of a tie in the Spring election, the result of the resignation of the chair or a co-chair or co-chairs or any other situation creating a vacancy during the course of the year, the duties and obligations are continuous.

- 2) These duties and associated release time pay may temporarily fall to either the co-chair (if they exist), the previous chair, or a volunteer. The dean or administrator must call an immediate emergency meeting of the department faculty, both full and part-time. Nominations may be verbally given, but the proposed chair or co-chairs must be present to attest to their availability. A secret ballot (not a double envelope) will be taken, and the result will be the temporary chair. A quorum at the emergency meeting will consist of those present. The winner will be elected from a simple majority. If no faculty attend this meeting, then the temporary chair may be designated by the college President. The temporary chair's first duty will be to start proper election procedures. This individual may not serve for longer than the time necessary to determine a new permanent chair.

C. Allocation Criteria and Procedures

1. The Vice President of Instruction (or the VP designee) of each college, after consulting with the Academic Senate President and the PFT Chapter Chairs, shall allocate the contractual FTE to each department (or cluster of disciplines) considering the following criteria in making such allocations:
 - a. Full-time FTE in the department;
 - b. Part-time FTE in the department;
 - c. The size and complexity of the departments' budget allocation;
 - d. Any facilities (such as laboratories) and/or equipment that must be monitored;
 - e. Classified staff FTE assigned to the department;
 - f. The need for the Department Chairperson to be involved in community groups or other outside agencies;
 - g. Departmental responsibility for assessment or admission of students to programs.
2. The President of the college and the PFT Chapter Chairs shall each appoint two (2) members of a joint faculty-administration appeals committee on Reassigned Time Allocation for Department Chairpersons, Head Librarians and Counseling Department Chairpersons. If the faculty members in a department believe that the allocation of reassigned time is inadequate for their department, they may appeal their allocation to this committee. The committee shall examine the arguments made by the faculty in the department in light of the criteria listed in Part 1 above, and make a recommendation to the President of the College. The President may accept or reject this recommendation.

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

E. Department Chair Evaluation Procedure

1. The Peralta Community College District ("District") recognizes the importance of providing a quality, rewarding educational experience for its students, staff, and faculty.

The District also recognizes that the success of achieving this goal will require better and improved communication among its stakeholders, including students, faculty members, department chairs, and the administration. To do that, the District is committed to providing timely feedback to department chairs in order for them to effectively carry out their responsibilities and at the same time promote collegiality among its faculty ranks.

2. The purpose of this procedure is to provide for efficient resolution of educational matters related to curriculum development, scheduling, budget development and other related duties and responsibilities as specified in the Department Chair job description (Appendix A10).
3. A Dean shall meet with a Department Chair no later than December 15th to review the chair's performance for the preceding three months. The chair will receive a written evaluation and, if necessary, a needs improvement work plan containing future performance objectives for the next three months. The Dean is responsible for documenting the meeting and to follow up on any concerns the chair may have.
4. For those Chairs who have received a needs improvement work plan and have failed to meet the performance objectives in the intervening three months, the dean shall convene a second meeting no later than March 1st and shall issue another written evaluation and needs improvement work plan to the chair. The chair may submit a written rebuttal to the written evaluation within five (5) working days after said meeting. The Chair may request a "vote of confidence" election from their department. If an election is to be held, it shall take place no later than March 10th and the ballots should be counted no later than March 20th.
5. The ballot will be conducted with a double envelope, secret ballot election on the issue, with a vote on whether the chair is performing "satisfactory" or "unsatisfactory".
6. Copies of the evaluation, the needs improvement work plan, the rebuttal (if provided) and the election result shall be forwarded to the Vice President of Instruction and the College President.
7. The president can use this evaluation as the basis of a veto per Article 14, Section B, Paragraph 2 above.

G. Release Time for Tenure Facilitators

Also See the Faculty Evaluation Handbook "College Evaluation Coordinators"

Beginning in 2015-16, the following formula shall be used to determine facilitator release time at each college:

1. Double the number of first year tenure review committees at the college as of the first day on instruction in the Fall semester. Add to that the number of 2nd, 3rd, and 4th year TRCs at the college, as of the first day of instruction in the Fall semester.
2. Multiply the total in "a" by 0.0115. This number, rounded to the nearest 0.1 FTEF, shall be the facilitator release at the college, unless the number is below 0.2 FTE. If the number is below 0.2 FTE, the facilitator shall receive 0.2 FTE release time.
3. Either side may reopen this section of the agreement if there is a significant change in the expected workload of this position.

H. Other Special Assignments

The process for the development of other new special assignments not already set forth elsewhere in the Contract, Appendix or Board Policy (such as Senate and Curriculum Committee assignments), including the process for determining the amount of any stipend above \$2000 and/or release time and the duration of any such special assignment shall be as follows:

1. Release Time and Stipend Special Assignments
 - a. The development of the special assignment and the determination of the stipend and/or release time shall be at the sole discretion of the College President or Vice Chancellor of Academic Affairs. The placement of any faculty member in any such special assignment shall be by mutual agreement between the faculty member and either the District administration or College President or designee. Any such special assignments created pursuant to this Article may include both ZZOIS (“other assigned time”) assignments and specific work done by faculty in return for a set monetary stipend.
 - b. For new and renewing special assignments under this Article, the College President, Vice President, or Vice Chancellor of Academic Affairs (if a District Office assignment) shall notify College faculty of the availability of the assignment via a general email at least ten (10) working days before a final selection is made. The notification and selection process may take place during the semester prior to the start of the new assignment or during summer session but shall not take place during intersession or during a period when the College is not in session.
2. Any concern with the rate of pay or compliance with the announcement guidelines (see Article 14.H.3.) shall be submitted to the Vice Chancellor of Human Resources & Employee Relations. The Vice Chancellor shall respond within seven (7) days.
3. The email announcement shall include:
 - a. Notice that faculty are required to submit a "Statement of Interest" via email to the President and/or the appropriate Vice President or Vice Chancellor.
 - b. The length of the assignment, including a starting and ending date.
 - c. The amount of release time and/or stipend for the assignment.
 - d. The amount of time expected for completion of the assignment. A range of hours can be provided in cases of stipends. If assignments exceed hours in the initial posting, reposting is required.
 - e. Notice whether the assignment is “ancillary,” as defined pursuant to Education Code 87482.5 subsection (c) (i), or counted towards load for part-time faculty.
 - f. The required and/or desired skills for the assignment.
 - g. A description or summary of the responsibilities of the assignment.
 - h. Notice of the selection process for the assignment, which shall be defined as the President or Vice Chancellor of Academic Affairs reviewing the submitted Statements of Interest and making a decision.
 - i. Notice of whether or not the President or the appropriate Vice President or Vice Chancellor is planning to conduct interviews for the assignment, which shall be at their sole discretion.

- j. The assessment process for the assignment following the conclusion of the assignment.
 - k. Notice that the President or Vice Chancellor of Academic Affairs has the right, at their discretion, not to continue the faculty member in the special assignment after the posted ending date, and that this decision shall not be subject to the grievance procedure.
4. When a faculty member is chosen for a special assignment, the member shall be notified via email within five (5) working days after the selection is made. The email shall include the complete announcement (#3 above). A copy of the email shall be sent to the PFT President.
 5. Each faculty member chosen for a special assignment shall be compensated at the faculty member's non-instructional rate.
 6. The District choice of faculty member for an assignment under Article 14 H shall not be subject to the grievance procedure, but any allegation that the District failed to follow the process outlined above shall be subject to the grievance procedure.

ARTICLE 15 : WORKING CONDITIONS

Information on faculty parking, clothing, equipment and supplies, etc.

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 their 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 their 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 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.

ARTICLE 16 : INTRA-DISTRICT MILEAGE

Information on reimbursement for mileage.

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

ARTICLE 17 : ACADEMIC CALENDAR

Information on calendar for full-time faculty members.

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

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

ARTICLE 18 : HOURS, WORKLOAD, CLASS SIZE

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:
 $\{\text{Number of Students} - 125\}/125$.

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. All labs shall be equated at 0.80.
- d. All non-instructional assignments shall be equated at 0.50.
- e. All counseling assignments shall be equated at 0.50.
- f. All librarian assignments shall be equated at 0.50.
- g. All part-time counseling, librarian, nursing and mental health specialist assignments shall be equated at 0.58.
- h. All other non-instructional assignments shall be equated at 0.50.

6. Full-time instructors shall schedule, post and maintain at least five (5) office hours per week, four (4) hours to be scheduled over four (4) days and one (1) hour to be arranged.
- 7.
7. Part-time and extra service office hours:
 - a. Office Hours shall be defined as follows whenever possible:
 - (i) Face-to-face classes: office hours shall be on campus (or at a location where class is held) at a designated time and location.
 - (ii) Online classes: office hours shall be online at a designated time.
 - (iii) Hybrid classes: office hours may be either online or in-person at a designated time and location.
 - b. Office hour compensation shall be included in monthly part-time faculty salary payments. Paid office hours shall not count towards the 67% load under Education code Section 87482.5, or towards step increases on the Part-time Faculty Salary Schedule.
8.
 - a. The District and PFT agree that office hours for part-time faculty contribute to student success. Increasing the existing office hour compensation language in Article 18.7(1) is projected to be an annual ongoing cost of \$1.6 Million. To fund the Paid Office Hours Program, the District will use funds dedicated to student success. The potential funding sources are as follows:
 - b. Student Equity funds from the State Chancellor's Office.
 - c. State reimbursement provided to the District for paid office hours, under the State Chancellor's guidelines.
 - d. General Funds or Measure B
 - e.
 - f. Office Hours shall be defined as follows:
 - g. Face-to face classes: office hours shall be on campus (or at location where class is held) at a designated time and location.
 - h. Online classes: office hours shall be online at a designated time.
 - i. Hybrid classes: office hours may be either online at a designated time and location.
 - j.
 - k. Office hour compensation shall be included in monthly part-time faculty salary payments.
 - l.

- m. Paid office hours shall not count towards the 67% load under Education Code Section 87482.5, or towards step increases on the Part-time Faculty Salary Schedule.
- n.
- o. Office Hour Form:
- p. The participating faculty shall submit a *Request to Participate in Office Hour Form to the Division Dean each semester and in accordance with the established timeline as follows:
- q. By the end of the first week of instruction, faculty will submit their syllabi and Office Hour Form. If, by the end of the first week of instruction, the information has not been submitted, faculty will be notified by the Vice President of Instruction (or designee), and shall respond and provide syllabi and Office Hour Form within two weeks of the notification or be ineligible for Office Hour compensation. *Faculty are encouraged to submit the form electronically.
- r.
- s. Part-Time Faculty. Eligibility to Participate in the Paid Office Hours Program:
- t. Effective Fall 2017, part-time instructional faculty will be compensated for office hours at their non-instructional rate for full semester classes. This program is in effect during the regular academic year only. It excludes summer session and intersession.
- u. Eligibility to participate in the program shall be based on the following instructional assignment formula: The following assignment formula shall be used to pay for part-time office hours during regular semesters and office hours for all instructional faculty during summer and intersession:

<u>INSTRUCTIONAL LOAD</u>	<u>PAID OFFICE HOURS</u>
0-2.99 equated hours	0
3-5.99 equated hours	1
6-8.99 equated hours	2
9 or more equated hours	3

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

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

The District may average load assignments for some faculty members over a two (2) year period. The two-year load averaging shall be limited to a maximum of 25 FTE faculty positions and to a maximum of 18 hours per term. Annual reports shall be forwarded to the PFT. The report shall contain the names of each faculty member, their work load, and the college at which they work.

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

13. Faculty assignments will be scheduled by the college administration in consultation with the department chairperson and the individual faculty member. Sixty (60) days' notice of the proposed assignment shall be given in writing to every faculty member. If there is a documented emergency that requires a change in a faculty member's assignment, notice shall be given as soon as the college administration becomes aware of the need for an assignment change.
14. With the exception of extra service, a faculty member may not be scheduled without their consent for the following assignments:

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

14. Syllabi

- a. At the first meeting of each course, instructors shall distribute a syllabus to students describing the course content, the times and places where office hours are held, the grading standards by which the work of students shall be evaluated, and other relevant information.
- b. Syllabi shall be submitted to the instructor's first level manager by Census to be included in the instructor's District Personnel File.
- c. Syllabi shall be the sole intellectual property of the instructor. No syllabi shall be shared or distributed without the written permission of the instructor.

15. Split Class Assignments

- a. A split class assignment is defined as a single class (lecture, lab, or lecture/lab combination) in which the instructional responsibilities and course load are shared between two or more instructors.
- b. No faculty shall be allowed to teach a split assignment without their voluntary agreement. Such agreement shall be memorialized in the attached "Split Class Assignment Agreement" form (see Appendix).
- c. The offer of a split class assignment does not constitute an offer of an assignment as outlined in Article 30, Section H of the CBA unless the faculty members have voluntarily agreed using the attached "Split Class Assignment Agreement."
- d. Current and/or future assignments of all faculty shall not be contingent upon their having agreed to a split class assignment.

B. Temporary Faculty

- 1. Part-time temporary faculty members may be employed up to five (5) days per week. Service as a day-to-day substitute shall not be counted either as part of load or for purposes of calculating eligibility for contract or probationary status.
- 2. Service by a part-time temporary employee with respect to employment in summer school shall not be included in computing service to the attainment of classification as a regular or probationary employee of the District.
- 3. When identifiable, temporary hourly faculty members shall have their names included in the class schedule for their classes each term. Such inclusion shall not constitute a

contract of employment between the faculty and the District, nor preclude any change in, or deletion of assignment.

C. Extra Service

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

D. Class Size

1. The minimum class size shall be set at 20 for vocational/technical classes, and 25 for all others.
2. Exception to the minimum class size may include:
 - a. Classes needed for transfer;
 - b. Classes needed for completion of a certificate;
 - c. Classes where there are a limited number of work stations;
 - 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 the Vice President of Instruction with input from the faculty within each discipline and with the concurrence of the Vice Chancellor of Academic Affairs.

The specific courses excepted from the minimum class size policy shall be listed by title, course numbers, day, time and minimum number of students to be enrolled and shall be certified by the Vice Chancellor of Academic Affairs or the VCAA 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 ESOL 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 ESOL 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 ESOL 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. The maximum class size may not exceed the number mandated by applicable governmental regulations.
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 ensure 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 their first level manager.

F. All Counseling Contracts

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

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

1. Counselors' regular load coincides with the 175-day academic calendar, subject to the other provisions of this Article 18.F regarding the scheduling process at each site. However, Counseling needs in the District span the entire 12-month calendar year, including Saturdays. Whenever the college is open, at least one contract counselor should be available whenever possible, as necessary to meet student need. The District will seek volunteers willing to rearrange their schedules by working during days outside the 175 academic calendar days and substituting days off during the 175-day academic calendar. The college Vice President/Dean of Student Services and volunteer(s) will reach agreement about the days to be worked outside the academic calendar year and the substituted days off. If the college determines that the need exists and that funding is available, it shall schedule an hourly counselor to substitute for a volunteer who rearranged their schedule.
2. The District may also confer "eleventh-month" contracts for up to an additional 18 days of service at 100 percent per diem to counselors volunteering to provide such service at any time outside of the 175-day academic calendar and summer session. Said additional full or partial eleventh-month assignment shall be entirely at the option of the employee, and ordinarily will be on consecutive days. Counselors also may be assigned extra service (e.g. during the scheduled summer session), paid at the extra service rate provided in Article 18.C.3.2.
 - a. The college president or designee (normally, and hereafter, "the Vice President/Dean of Student Services") will make a preliminary determination of the number of eleventh-month contracts and the number of days of such contracts, if any, for each college by February 15th, to the extent possible. The college Vice President/Dean of Student Services will consult with the counseling department at each site before arriving at a final number for each college. The extent to which the college Vice President/Dean of Student Services will confer eleventh-month contracts at each college, including the number of days, if any, for such contracts, will depend on the extent of funding and the district and colleges' assessment of its fiscal condition, and is not grievable. To be compensated for such additional days, each counselor shall actually provide counseling to students during such days unless assigned otherwise by the Dean/Vice President in writing.
3. All counseling needs outside the regular 175 academic calendar days and summer session shall be covered by first offering the opportunity to contract counselor faculty. Counselors and management at each college shall work together to meet the counseling needs for the entire term of this Collective Bargaining Agreement and to

create a schedule for full and appropriate counseling coverage, as defined by college management for that year with input from the counseling department. They shall utilize the following procedure:

- a. To meet these needs, the chairperson or designated leader of the Counseling Department together with the Counseling Department faculty shall develop a staffing pattern recommendation by March 1 (or 15 days after the Vice President/Dean of Student Services determines the number of eleventh-month contracts and the number of days of such contracts) which must be agreed upon by a majority of the counseling faculty in the department who are eligible to work an eleventh-month. In the absence of a majority recommendation, the Vice President/Dean of Student Services will determine the eleventh-month assignments.
- b. The college Vice President/Dean of Student Services may accept, reject, or modify the departmental recommendation.

Any affected counselor who feels the outcome of 2 (11th-month contracts and scheduling) or 3 (a) (staffing pattern recommendation) is/are arbitrary, unfair or unreasonable may appeal the Vice President/Dean's decision to the College President within 3 working days. The appeal shall be in writing and shall state the basis for the appeal and the remedy sought. The College President shall consider the appeal and shall provide a written response to the counselor explaining the basis for the President's decision within 3 working days. The College President's decision is final and is not grievable.

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

DSP&S Counselors

1. DSP&S Counselors' regular load coincides with the 175-day academic calendar, subject to the other provisions of this Article 18.F regarding the scheduling process at each site. However, DSP&S Counseling needs in the District span the entire 12-month calendar year, including Saturdays. Whenever the college is open, at least one contract DSP&S counselor should be available whenever possible, as necessary to meet student need. The District will seek volunteers willing to rearrange their schedules by working during days outside the 175 academic calendar days and substituting days off during the 175-day academic calendar. The college Vice President/Dean of Student Services and volunteer will reach agreement about the days to be worked outside the academic calendar year and the substituted days off. If the college determines that the need exists

and that funding is available, it shall schedule an hourly counselor to substitute for a volunteer who rearranged their schedule.

2. The District may also confer "eleventh-month" contracts for up to an additional 18 days of service at 100 percent per diem to counselors volunteering to provide such service at any time outside of the 175-day academic calendar and summer session. Said additional full or partial eleventh-month assignment shall be entirely at the option of the employee, and ordinarily will be on consecutive days. Counselors also may be assigned extra service (e.g. during the scheduled summer session), paid at the extra service rate provided in Article 18.C.3.2.
 - a. The college president or designee (normally, and hereafter, "the Vice President/Dean of Student Services") will make a preliminary determination of the number of eleventh-month contracts and the number of days of such contracts, if any, for each college by February 15th, to the extent possible. The college Vice President/Dean of Student Services will consult with the DSP&S counseling department and the DSP&S Coordinator at each site before arriving at a final number for each college. The extent to which the college Vice President/Dean of Student Services will confer eleventh-month contracts at each college, including the number of days, if any, for such contracts, will depend on the extent of funding and the district and colleges' assessment of its fiscal condition, and is not grievable. To be compensated for such additional days, each DSP&S counselor shall actually provide counseling to students during such days unless assigned otherwise by the dean in writing.
3. All DSP&S counseling needs outside the regular 175 academic calendar days and summer session shall be covered by first offering the opportunity to contract DSP&S counselor faculty. DSP&S Counselors and management at each college shall work together to meet the DSP&S counseling needs for the entire term of this Collective Bargaining Agreement and to create a schedule for full and appropriate counseling coverage, as defined by college management for that year with input from the counseling department. They shall utilize the following procedure:
 - a. To meet these needs, the DSP&S Coordinator together with the DSP&S counseling faculty shall develop a staffing pattern recommendation by March 1 (or 15 days after the Vice President/Dean of Student Services determines the number of eleventh-month contracts and the number of days of such contracts) which must be agreed upon by a majority of the DSP&S counseling faculty in the department who are eligible to work an eleventh-month. In the absence of a majority recommendation, the Vice President/Dean of Student Services will determine the eleventh-month assignments.
 - b. The college Vice President/Dean of Student Services may accept, reject, or modify the departmental recommendation.
 - c. Any affected DSP&S counselor who feels the outcome of 2 (11th -month contracts and scheduling) or 3(a) (staffing pattern recommendation) is/are arbitrary, unfair or

unreasonable may appeal the Vice President's/Dean's decision to the College President within 3 working days. The appeal shall be in writing and shall state the basis for the appeal and the remedy sought. The College President shall consider the appeal and shall provide a response to the counselor explaining the basis for the President's decision within 3 working days. The College President's decision is final and is not grievable. .

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

DSP&S Coordinators

1. All DSP&S coordination needs outside the regular 175 academic calendar days and summer session shall be covered by first offering the opportunity to contract DSP&S Coordinators.
2. Faculty employed as DSP&S Coordinators shall be offered a full or partial eleventh- month of service.
3. **Compensation**
Counselor, DSP&S Counselor and DSP&S Coordinator compensation for the eleventh-month shall be 1/10 of the annual faculty salary schedule.

G. Contract Education

1. Definition

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

2. Staffing Provisions

- a. Faculty will be selected based on academic preparation, teaching experience, prior contract education experience, and the ability to teach a working adult population.
- b. It is understood that if the contracting agency or company requests in writing a particular person to teach in a program, or if the program demands a specialist,

arrangements will be made to hire such individual(s) and shall not be prohibited by any other provision in the PFT/PCCD Collective Bargaining Agreement. A "specialist" as used herein is defined as a person whose skills and abilities are unique and who is unavailable from PCCD personnel.

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

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

3. Contract Education Assignments in Relation to Faculty Loads

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

4. Evaluation

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

5. Compensation

The compensation for Peralta Community College faculty members shall be in accordance with the salary schedule. In the event that a Contract Education proposal requires the development of a new curriculum, the faculty member, contractor and administration

shall reach mutual agreement over the faculty member's compensation for devising the course curriculum. Compensation for curriculum design shall not exceed the number of equated hours per course.

6. Career Development and College Preparation (CDCP) noncredit classes

Whereas effective July 1, 2015, state apportionment funding for Career Development and College Preparation (CDCP) noncredit classes became equivalent to credit classes apportionment funding:

- a. It is understood by the parties that this Agreement only applies to the CDCP non-credit classes for which the District receives apportionment funding.
- b. CDCP non-credit classes, which are funded by the state at the same level as credit classes, shall have faculty load determined for these classes in the same manner as

with credit classes. For purposes of this MOU, "same manner" includes determining load based on classroom hours in accordance with the provisions of the PFT-District Collective Bargaining Agreement (CBA); and, professional responsibilities for said classes shall be as specified in the CBA.

- c. Faculty assigned to teach the CDCP non-credit classes shall be compensated in accordance with the applicable full-time and part-time faculty salary schedules negotiated by the parties.

H. Health Services

1. PCCD will schedule thirty (30) hours of health and/or mental health services a week at each of the following colleges: Laney College, Merritt College and the College of Alameda. The colleges, at their discretion, shall determine the staffing needs, and how they will distribute the 30 hours each week to provide health services, mental health services or a combination thereof;
2. PCCD will employ a faculty member under a 12 month contract to serve as the District Health Coordinator. This position will be filled by July 1 and will have a two year term;
 - a. The District Health Coordinator shall be a faculty member. The standard minimum assignment shall be for two (2) years with an option of two one (1) year extensions, but not to exceed four consecutive years. The option of extension shall be contingent upon a positive evaluation from a majority of the College Health Coordinators who shall evaluate the District Coordinator and make their final recommendation to the Associate Vice Chancellor of Educational Services by April 15. If the Associate Vice Chancellor accepts the recommendation, they shall notify the District Health Coordinator and College Health Coordinators. If the decision is to continue for another year, it shall be done. If the decision is not to continue, the Associate Vice Chancellor will advertise the vacancy and convene the selection committee within seven (7) days. The position shall be filled by May 15.
 - b. The selection committee shall be composed of four (4) faculty members, one from each college, one of whom shall be the Chair. The faculty members shall be a current College Health Coordinator or Mental Health Specialist and shall be selected by the College Academic Senate President.
 - c. In the event that the College Health Coordinator and/or Mental Health Specialist are unable to serve, the Faculty Senate President shall select an appropriate faculty member with demonstrated expertise in the area of Health Services/Coordination.
 - d. The section committee will interview all eligible candidates and will recommend up to three (3) names to the Associate Vice Chancellor of Educational Services for them to interview and make the final selection.
 - e. The selection process shall be the same as for intra-district voluntary transfer (See Article 9, Section B) with the understanding that: (a) at least 50% of the faculty on the hiring committee will be College Health Coordinators or Mental Health Specialists; and (b) that up to three names will be forwarded to the Associate Vice Chancellor of Educational Services for them to interview and make the final selection.

3. The District will provide the health services through qualified, tenured, probationary, or part-time faculty who meets the minimum state requirements for licensing and the Title 5 Minimum Qualification for a registered nurse, and/or the minimum state requirements for licensing and the Title 5 Minimum Qualification under the counseling discipline for a specialized counselor in clinical psychology, counseling psychology, clinical social work, marriage and family therapy, family and child counseling, or the equivalent.

ARTICLE 19 : GRIEVANCE PROCEDURE

Information on grievant and grievance resolution procedure.

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 they have 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.

C. Exclusivity of Arbitration Process

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

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

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

E. A grievance may be lodged:

1. By a faculty member;
2. By a faculty member accompanied by a representative;
3. By a Federation representative.

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

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

- H. No faculty member at any stage of the grievance procedure shall be required to meet with any administrator concerning any aspect of a filed grievance without Federation representation if so requested by the grievant.
- I. Written notices to be given under this grievance procedure may be hand delivered to the appropriate person, left with the first-level manager, or sent by U.S. mail. If delivered by hand, the date of delivery shall be considered as the date of the notice.
- J. No threats or retaliation shall be made against any participants in the grievance procedure by reason of such participation. Grievance materials shall not be placed in the personnel files.
- K. A decision rendered at any level in this procedure becomes final unless appealed by the aggrieved person within the time limit specified.
 - 1. By mutual agreement the time limits contained herein may be waived. Also, by mutual agreement the grievance may revert to a preceding level for consideration (excluding Step 3).
 - 2. Failure of the administrator to respond within the time limits shall automatically move the grievance to the next step of the grievance procedure.
- L. Decisions rendered at Steps 1 and 2 of the grievance procedure set forth herein shall be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to the grievant and the President of the Federation. Time limits for appeal provided in each level shall begin three (3) days following posting by certified mail of the written decision by the parties in interest.
- M. If the grievance hearing is scheduled during the grievant's or representative's working hours, the grievant and representative shall suffer no loss of pay in order to attend the hearing. In addition, faculty members shall receive reasonable released time with no loss of pay, in order to testify and/or comply with any subpoena to testify in a grievance hearing.
- N. Upon reasonable request, the District shall provide the PFT with all information which the Federation requests, consistent with the District's obligation to disclose information under the Public Records Act. Such data and/or information will be made available in a format that does not require research and/or analytical manipulation.

O. Grievance Resolution Procedure

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

- 1. Salary placement
- 2. Payment of salary
- 3. Fringe benefits

4. Sick leave accrual
5. Faculty Service Area placement
6. Personnel files
7. Seniority
8. Safety
9. Retirement

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

I. INFORMAL REVIEW

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

II. FORMAL REVIEW

STEP - 1

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

STEP - 2

- a. Within ten (10) working days after receipt of the written decision of the College President, the grievant may forward a copy of the Faculty Grievance Form to the Vice

Chancellor for Human Resources and Employee Relations or designee for further review, if the grievant is not satisfied with the College President's decision.

- b. Within ten (10) working days of receipt of the request for further review, a conference including the grievant, the Federation representative, if any, the College President or designee, and the Vice Chancellor for Human Resources and Employee Relations or designee shall be held.
- c. Within seven (7) working days of the conference, a written decision including appropriate reasons shall be rendered by the Vice Chancellor for Human Resources and Employee Relations or designee to the grievant and the Federation.

STEP - 3

Only the Federation may take a grievance to Step 3.

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

ARTICLE 20 : DISCIPLINARY ACTION AND INVESTIGATIVE PROCEDURES

- A. Preface: The parties understand and agree that the District has the authority and obligation to investigate complaints, reports, and/or other credible information that a unit member has engaged in misconduct. The parties further understand and agree that unit members are entitled to be presumed innocent of wrongdoing during the investigation process and are entitled to certain protections during the investigation process.
- B. Misconduct Investigation Defined: A misconduct investigation is a District initiated investigation of a unit member into allegations that the unit member violated District policy and/or law, based on information received from a formal or informal complaint made by an identifiable author; a report of misconduct; manager observations; or other credible sources of information. An investigation is initiated at the point that the District determines to go beyond meeting with the accuser and the accused to interview other potential witnesses. An anonymous accusation shall not form the basis for initiating an investigation but may form the basis of an inquiry.
1. Inquiry: an inquiry, for the purpose of an anonymous complaint, is defined as the informal questioning of a unit member. If such questioning could lead to an investigation against the unit member, the unit member may bring a representative of their choice and be provided with a summary of the complaint.
- C. Investigatory Meetings: An "investigatory meeting" is any formal written communication, face-to-face meeting or oral conversation between the District and a unit member in which the unit member is being asked questions regarding a complaint against them and for which the District reasonably believes that corrective and/or disciplinary action could be imposed.
1. **Corrective action** is counseling, a written warning, or written reprimand.
 2. **Discipline or disciplinary action** is defined as a suspension or dismissal based on a violation of law or District Policy, or pursuant to Section 87732 of the Education Code.
- D. There are three (3) types of investigatory meetings that could lead to corrective and/or disciplinary action:
1. an investigatory meeting relating to any general complaint against a unit member;
 2. an investigatory meeting relating to a Student Grievance; and
 3. any investigatory meeting relating to Discrimination or Unlawful Harassment as defined by Title 5 or relating to EEOC/DFEH/OCR complaints or lawsuits against the Faculty Member.
- E. Non-Investigatory Meetings: The parties understand and agree that in the day-to-day operation of the District, managers and unit members meet regularly to share information. These are not investigatory interviews. However, the parties further understand and agree that, if a manager reasonably expects that such a meeting may elicit information that warrants discipline, the manager shall notify the unit member in advance. The unit member so notified shall have the right to bring the appropriate PFT Grievance Officer or the union

designee to the meeting. In addition, a unit member may act independently to bring the appropriate PFT Grievance Officer or the union designee to the meeting if the unit member reasonably believes that it could lead to discipline.

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

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

1. An introductory statement that:
 - a. The District takes a neutral stance when investigating possible misconduct and no findings of wrong-doing have been made;
 - b. The District maintains the confidentiality of the investigation to the fullest extent possible;
 - c. No findings will be made prior to completion of the investigation, and the investigation will not be closed until after the employee's interview is conducted;
 - d. The information received could lead to corrective action and/or discipline and the employee is entitled to have representation at the meeting;
 - e. Every effort will be made to complete the investigation within ninety (90) days of when the District first received the complaint or information triggering the investigation. When this is not possible, the employee and PFT shall receive a status update on when the district expects the investigation to be completed.
 - f. The employee shall receive a summary of the Investigator's Report, findings of the investigation, and whether the allegations investigated were or were not sustained;
 - g. The PFT is entitled to the full investigation report upon request whether or not the findings were sustained;
 - h. In the event the investigation leads to corrective and/or disciplinary action, the employee shall be afforded all of the pre-discipline due process rights to which the employee is entitled. This includes providing the employee, and the union, with a copy of the information the District relied upon to issue the charges; and
 - i. District policy and law prohibit retaliation of any kind against anyone the employee believes to have provided information or otherwise cooperated in the investigation, and that such conduct constitutes an independent basis for serious discipline up to and including termination.

2. The written complaint, if one was submitted to the District or another public agency. If no written complaint was submitted, the District shall include a written summary of the specific allegations complained of, including:
 - a. The name of the complainant(s), or individual(s) whose concerns caused the District to initiate an investigation.
 - b. What allegedly occurred. The employee shall be entitled to a description of the subject matter or allegations of the investigation.

- c. When the incident(s) allegedly occurred. The notice will be as specific as possible, based on the information available at the time the Notice is given.
- d. Where the incident(s) allegedly occurred. The notice will be as specific as possible, based on the information available at the time the Notice is given.

G. Paid Administrative Leave During an Investigation: Placement of a member on Paid Administrative Leave of Absence while an investigation into alleged misconduct is pending shall conform to the following standards and procedures:

1. Placement on Paid Administrative Leave of Absence while an investigation is pending constitutes a non-disciplinary action;
2. Placement on Paid Administrative Leave of Absences shall not be automatic, and it is not an action that the District takes lightly. The District will not take this step unless:
 - a. The allegations, if true, indicate that the employee poses a safety threat to themselves or others;
 - b. The allegations, if true, involve harassment, retaliation and/or dishonesty; and/or
 - c. Other circumstances with the written approval of the Chancellor.
3. The notice placing an employee on Paid Administrative Leave of Absence shall provide information about the Leave, including but not limited to:
 - a. The basis or bases on which they are being placed on Paid Administrative Leave of Absence;
 - b. That, as this investigation could lead to discipline, the employee is entitled to representation during the investigatory interview;
 - c. That placement on Paid Administrative Leave of Absence constitutes a directive not to attend work or perform work duties and that the employee is not to be present at work or in the work area without prior written consent; and
 - d. That placement on Paid Administrative Leave of Absence constitutes does not constitute a directive to stay away from public events or public areas of campus.
4. The decision to place a faculty member on Paid Administrative Leave of Absence is not subject to the grievance process but can be appealed to the Chancellor for reconsideration. A written request for reconsideration shall be made directly to the Chancellor within three working days of receipt of notice of administrative leave. The chancellor (or their designee) shall respond within three working days. The decision of the Chancellor shall be final and not grievable. The effective date of the Administrative Leave of Absence shall not be held in abeyance during the appeal process.

H. Completion of Investigation and Notice of Completion:

1. At the conclusion of the investigation, the Investigator's report, including the Investigator's findings, shall be provided to the faculty member.
2. The Faculty Member shall have the right to submit a written response to the Investigator's report within ten (10) working days of receipt. The District shall consider the Faculty Member's response, if received within ten (10) days, prior to making a final determination that results in corrective and/or disciplinary action. This provision does not preclude a faculty member from submitting a written response for placement in their file after the deadline has passed.
3. Every effort will be made to complete the investigation within ninety (90) days, and when this is not possible, the member under investigation shall receive a status update on

where the District is in its investigation only as to the timeline, but regarding the details of the district's investigative process such as not who has or will be interviewed and witness statements when it expects to be completed.

I. Security of Investigation Files:

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

ARTICLE 21 : SALARY

Salary schedule, temporary employees, longevity.

A. Salary Ranges

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

Current salary schedules are online at: http://pft1603.org/?page_id=189

B. Salary Increases

1. Fiscal Year 2022-23

Effective the first full pay period following bargaining unit ratification and Peralta Board of Trustee's approval, the District shall provide a cost of living adjustment (COLA) of six percent (6%). The District will provide up to ninety (90) days of retroactivity for this COLA, which shall be effective no sooner than July 1, 2022.

The six percent (6%) COLA will apply to the full-time and part-time faculty salary schedules.

In addition to the COLA, contingent on SISC health insurance plans going into effect on January 1, 2023, faculty salary schedules will be increased by four percent (4%) effective January 1, 2023. The changes to Article 22 and this market increase are contingent on District-wide implementation.

2. Fiscal Year 2023-24

Effective July 1, 2023, the District will provide a Cost of Living Adjustment (COLA) equal to eighty-five percent (85%) of the Cost of Living Adjustment funds it receives from the State. The parties acknowledge that State COLA funding may be adjusted part-way through the fiscal year, which may result in a salary reduction.

Effective January 1, 2024, the District will assess the District-wide savings that has resulted from the transition to SISC health insurance plans between January 1, 2023 and January 1, 2024. If the savings resulting from the health insurance plan change for calendar year 2023 exceeds \$3,900,000, the District will:

- a. Divide the amount of additional savings in excess of \$3,900,000 for calendar year 2023 by the number of full time faculty and classified staff. Once informed of the amount of the PFT share, PFT will determine and inform the District of the formula for distributing the lump sum payments to full and part time faculty.

b. Effective January 1, 2024, salaries for faculty and classified staff will be increased in an amount equal to the amount of savings above \$3,900,000 in 2023.

3. Fiscal Year 2024-25

The parties agree to reopen Article 21, subsection B for Fiscal Year 2024-25 for negotiations over salary.

C. Salary Schedule Column Placement Procedure

COLUMN A

Condition 1:

Possession of a Master's degree from an approved college or university, OR

Condition 2:

Possession of a Bachelor's degree from an approved college or university plus a certification by an approved college or university of achievement equivalent to a Master's degree with a minimum of 45 units completed after the Bachelor's degree.

Condition 3:

Possession of an Associate degree plus six (6) years of occupational experience

COLUMN B

Condition 1:

Possession of a Master's degree from an approved college or university with 45 units completed after the Bachelor's degree, OR

Condition 2:

Possession of a Bachelor's degree from an approved college or university plus a certification by an approved college or university of achievement equivalent to Master's degree with a minimum of 60 units after the Bachelor's degree.

Condition 3:

Possession of an Associate degree plus six (6) years of occupational experience plus 15 units after the Associate degree, OR

Condition 4:

Possession of an Associate degree plus seven (7) years of occupational experience.

COLUMN C

Condition 1:

Possession of a Master's degree from an approved college or university with 60 units completed after the Bachelor's degree, OR

Condition 2:

Possession of a Bachelor's degree from an approved college or university plus a certification by an approved college or university of achievement equivalent to a Master's degree with a minimum of 75 units after the Bachelor's degree

Condition 3:

Possession of an Associate degree plus six (6) years of occupational experience plus 30 units after the Associate degree, OR

Condition 4:

Possession of an Associate degree plus eight (8) years of occupational experience.

COLUMN D

Condition 1:

Possession of a Master's degree from an approved college or university with at least 75 units completed after the Bachelor's degree, OR

Condition 2:

Possession of a Bachelor's degree from an approved college or university plus a certification by an approved college or university of achievement equivalent to a Master's degree with a minimum of 90 units after the Bachelor's degree.

Condition 3:

Possession of an Associate degree plus six (6) years of occupational experience plus 45 units after the Associate degree.

COLUMN E

Condition 1:

Possession of an earned Doctorate degree from an approved college or university, OR

Condition 2:

Possession of a Master's degree from an approved college or university with 90 units completed after the Bachelor's degree.

Condition 3:

Possession of a Bachelor's degree from an approved college or university plus the required years of occupational experience for the discipline.

C. Step Placement Procedure

Step placement shall be as follows:

Step 1 – No experience	Step 14 – 13 years experience
Step 2 – 1 year experience	Step 15 – 14 years experience
Step 3 – 2 years experience	Step 16 – 15 years experience
Step 4 – 3 years experience	Step 17 – 16 years experience
Step 5 – 4 years experience	Step 18 – 17 years experience
Step 6 – 5 years experience	Step 19 – 18 years experience
Step 7 – 6 years experience	Step 20 – 19 years experience
Step 8 – 7 years experience	Step 21 – 20 years experience
Step 9 – 8 years experience	Step 22 – 21 years experience
Step 10 – 9 years experience	Step 23 – 22 years experience
Step 11 – 10 years experience	Step 24 – 23 years experience
Step 12 – 11 years experience	Step 25 – 24 years experience
Step 13 – 12 years experience	

1. Teaching

For contract and regular faculty members, prior full-time teaching may be credited on a year-for-year basis up to a maximum of eight (8) years. For part-time, temporary faculty members, prior full-time teaching may be credited on a year for year basis up to a maximum of six (6) years. (Full-time teaching or supervision for at least 16 weeks and less than 30 weeks in any one school year is counted as one-half year; 30 weeks or more is counted as one year of experience). Part-time teaching experience may be credited on the percentage it bears to full-time requirement as it was performed. Overlapping part-time experience may be totaled only to a maximum of one week for one week.

2. Practical Experience

Credit for full-time non-teaching experience may be allowed when it has been recognized as related to the teaching assignment. Part-time experience may be credited on the percentage it bears to full-time requirement as it was performed. Overlapping experience may be totaled only to a maximum of one week for one week.

3. Total Credit

For contract and regular faculty members, total credit allowed for experience shall not result in initial salary placement beyond Step 9 of the salary schedule (Step 10 beginning in Fall 2008). No exceptions will be made to initial placement beyond the ninth (9th) step [tenth (10th) Step beginning in Fall 2008] unless recommended and approved by the President of the college, the Vice Chancellor of Academic Affairs, the Chancellor, and the Board of Trustees.

Before recommending an exception, the President shall consult with the President of the College Academic Senate. If there is disagreement, the Senate President may state their position in a document which will accompany the College President's recommendation to the Vice Chancellor. If the disagreement is not resolved by the Vice Chancellor, the College President's recommendation, the Senate's comments and the Vice Chancellor's recommendation will be submitted to the Chancellor. Final authority in all cases rests with the Board of Trustees.

For part-time, temporary faculty, total credit allowed for experience shall not result in initial placement beyond Step 7 of the salary schedule.

4. Verification

Prior teaching experience and related practical experience for initial placement is allowed if verified before the end of the 90-day calendar period, which begins with the first day of the teaching assignment. It is the responsibility of the faculty member to provide college and university official transcripts bearing the impressed seal of the institution or the original signature of the registrar, transcript clerk, or recorder within this 90-day calendar period. When verification is impossible to obtain within the 90-day period through no fault of the instructor, an extension of time may be granted by the Vice Chancellor of Academic Affairs upon written request.

D. Advancement on the Salary Schedule

1. Initial Column and Step Placement

Faculty member employed on a temporary (part-time) basis or on an extra service assignment receive step and column placement in accordance with the procedures described in Appendices A7 and A8.

"25 Step" Placement Guidelines

- a. Any faculty member currently at step 6 or below on an existing salary schedule for the 2013-2014 fiscal year shall stay at that current step on the new "25 step" salary schedules, set forth above.
- b. Any faculty member who advanced from step 6 to step 7 since the 2008-2009 fiscal year will have their step on the new schedule calculated using PeopleSoft records.
- c. Any faculty member who has been on step 7 since 2008-2009, use either:
 - 1) IF THEY ARE NOT A PERALTA CONTRACT RETIREE:
 - a) calculate average annual load since 08-09;
 - b) project backwards to initial hire date; and
 - c) assume they were hired at step 5.
 - 2) IF THEY ARE A PERALTA CONTRACT RETIREE:
 - a) calculate average annual load since 08-09;
 - b) project backwards to RETIREMENT date from contract position; and
 - c) assume they were hired at step 7.

- d. In either case, above, figure out not only their new step, but also how many equated hours they have on that new step towards the 30 equated hours they will need to move to the next step. This information will be available to all part-time faculty and PFT.
 - e. Part-time faculty members who disagree with their step placement by the district have 30 days from date of receipt of the email to appeal the decision in writing, with supporting_ documentation, to the Vice Chancellor of Human Resources and Employee Relations, who shall respond with a written explanation of the faculty member's placement within 15 working days, with a copy of the response to PFT. In the event additional time is needed by the Vice Chancellor of Human Resources and Employee Relations, the faculty member and PFT will be provided with the notification in writing.
 - f. The method to determine the cost of the new steps plus the across-the-board increase shall be as follows:
 - 1) The total for each faculty member's actual load for Fall 2013, plus their load for Summer 2013 and Spring 2013 shall equal the faculty member's projected load for 2013-2014.
 - 2) Determine if the faculty member is on the new "PT salary schedule (no other full- time employment), 25-step salary schedule" (formerly the 75% pro-rata schedule per Article 21.D.3) or "PT salary schedule (with other full-time non-Peralta income) 25-step salary schedule" (formerly the 60% pro-rata schedule per Article 21.D.2).
 - 3) Project a 1.57% increase for steps 1-7 on both part-time salary schedules
 - g. The new hourly rates for step 8 and up will be determined by adding an equal amount to each new step, 8 to 25, such that the total cost of both the across-the- board increase and the new steps as applied to part-time faculty will be projected to equal \$653,145 for 2013-2014.
2. The end of the fourth week of instruction of any term is the final date for filing official transcripts required for column advancement. Official transcripts from an accredited institution bearing the impressed seal of the institution, or the original signature of the registrar, transcript clerk, or recorder are required. After initial placement based on assignment and qualifications, column advancement will be based on the initial assignment even if a future assignment would have produced a lower column placement. For example, if initial placement is in an occupational or vocational assignment and the faculty member's subsequent assignment is primarily academic, the faculty member will not have their pay rate reduced and will retain eligibility to be advanced as if they had remained in an assignment that was at least 0.5 in an occupational or vocational area.
 3. Column advancement may be granted to a faculty member successfully completing undergraduate courses that enhance the instructor's ability to perform their assignment effectively. The content of the course must directly relate to the faculty member's professional development in a significant way that benefits the college, the District, and the individual faculty member.

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

- a. The District Staff Development Officer.
- b. The District Academic Senate President or designee.
- c. The Vice Chancellor of Academic Affairs or designee.

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

4. A course description or outline of the course must be submitted to the Vice Chancellor of Academic Affairs along with the request for approval. The Vice Chancellor of Academic Affairs will be responsible for convening the Column Advancement Committee to consider the request. The Column Advancement Committee must respond within four weeks of submission of the request for approval and all supporting documents.
5. A written statement must be issued by the Column Advancement Committee to the faculty member in response to each request for approval. The written notice shall indicate the number of units granted toward column advancement or reason(s) for denial.
6. The faculty member may obtain prior approval for the course. For prior approval, the course description/outline must be submitted to the Vice Chancellor of Academic Affairs at least six weeks prior to the beginning of the course.
7. Upon completion of the above requirements and the filing of official transcripts, movement on the salary schedule shall be granted when sufficient units have been completed.
7. The provision for column advancement may be grieved only for a procedural violation.
9. Effective Spring 2017, part-time faculty who serve as substitute teachers in PCCD will have those hours credited toward step increases pursuant to Appendix 9 (A9) Section E of the CBA. Application of such hours will be according to the following formula:

$$\text{units} = \frac{(\text{number of substitute hours})}{(\text{total number of course hours})} \times (\text{units of course})$$

The number of units calculated in this way will be rounded to the nearest whole number and those units will be applied to step advancement.

F. Annual Salary Schedules

Effective January 1, 2007 all new tenure track faculty hires will be placed on Step 7 as a

minimal placement.

Current pay schedules can be found on the PFT website at:

http://pft1603.org/?page_id=189

G. Temporary (Part-Time) Faculty and Extra Service Assignments

Temporary (part-time) faculty and extra service assignments shall be compensated at the part-time and extra service rates, respectively.

H. Temporary (Part-Time) Employees

1. Part-time temporary faculty employees shall be paid on a semester basis in five equal monthly installments.
2. Part-time temporary employment after retirement see Article 29 C.
3. In all instances it shall be the faculty member's responsibility to inform the District of academic work completion for column advancement on the salary schedule (A-E). All documentation must be submitted to the District Personnel Office by the end of the fourth week of instruction.
4. It shall be the District's responsibility to move faculty members on experience steps if such experience occurs in the Peralta District.

I. Method of Payment

Contract and Regular Faculty

All annual salaries are paid in twelve installments with the first installment for the college year being payable at the end of the month in which the first class meeting occurs. Faculty employed after that date will have an adjustment in the following July and August pay warrants or will be paid based on a monthly salary rate if a July and August adjustment will not produce the appropriate earnings for the academic year.

Extra Service and Part-Time Regular Faculty

Pay rates are based on the pro-rata, equated hour pay schedule. For each full term, payments are made as follows:

	<u>1st Payment</u>	<u>Last Payment</u>
Fall Semester	End of August	End of December
Spring Semester	End of January	End of May

However, there will be an additional payment if the first day of instruction is August 15 or earlier.

Substitutes

Hourly and daily temporary (substitute) assignments will be compensated on the basis of the per hour pro-rata salary system. If a daily substitute remains in a specific assignment for

more than twenty (20) working days, they will be reimbursed according to their education and experience, on the appropriate Faculty Salary Schedule, retroactive to the first day of that specific assignment.

Employee Qualification

Each faculty member is responsible for meeting state and District minimum qualifications and providing documentation. No salary can be paid to anyone as a faculty member who does not meet minimum qualifications.

J. Coaching Stipends

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

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

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

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

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

- a. Head Coach \$3,258
- b. Assistant Head Coaches:
 - 1) Football \$5,215
 - 2) Baseball \$4,076
 - 3) Basketball \$4,076
 - 4) All other: \$3,258

Effective July 1, 2022, part-time coaching stipends will be increased by ten percent (10%) in addition to the 6% COLA and 4% salary increase. The parties will work to calculate and work toward parity in the future.

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

K. Non-Academic Column Advancement

Occupational and vocational instructors refer to those instructors who have at least a 0.5 assignment in an occupational or vocational area. Column movement for occupational vocational instructors applies to: (1) those who were originally hired to teach in an occupational or vocational subject area and who are still teaching in such area; (2) those who were originally hired to teach in a non-occupational or vocational area, but due to further retraining and the District's educational needs are currently teaching in an occupational or vocational training area. Application for advancement on the salary schedule will be based on current 0.5 employment in a vocational or occupational area.

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

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

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

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

L. Salary Notification

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

M. Management Retreat and Placement on the Salary Schedule

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

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

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

2. Retreating managers who request it who have not been faculty members in the previous five (5) years will be given up to one semester to refresh their skills before beginning their faculty assignments. During this period, they will be paid according to their initial faculty placement on the faculty salary schedule.
3. Tenured Peralta faculty members who become managers and then retreat to the faculty will return to their previously assigned (not elected or appointed) instructional/non-instructional position if available, or a comparable position if not. They will move one step on the faculty salary schedule for every year they were a full-time manager. For example, if they were on Step 17, Column D when they became a manager and served as a manager for 5 years, they will be placed on Step 22 when they return to the faculty. If they successfully completed related course work (work that would be counted toward column advancement by a faculty member), that work would be counted toward column advancement for the retreating manager.
4. Retreating managers who were probationary faculty before becoming managers will be treated as managers who are not tenured, that is as new faculty hires.

5. No tenured or probationary faculty member will be involuntarily reassigned, transferred, or displaced to create a position for a retreating manager who did not previously acquire tenure as an academic employee.
6. Tenured or probationary academic employees may be involuntarily reassigned, transferred, or displaced to create a position for a retreating manager who previously acquired tenure and is more senior than the employee to be involuntarily moved.
7. Part-time faculty, including those in the preferred hiring pool, may be reassigned, transferred or displaced to create a position for a retreating manager.
8. When determining the assignment of a retreating manager, every effort will be made to not reassign or displace long-term part time faculty and faculty in the preferred hiring pool. If anyone is displaced, it shall not be grievable.
9. If any tenured, probationary, or part-time faculty members are displaced by a retreating manager, the District will immediately notify the PFT so the District and the PFT can explore the possibility of employment elsewhere in the district.
10. The assignment for a retreating manager shall be given to the person in writing no later than the last day of the spring academic calendar for a fall assignment and with 60 days minimum notice, as per the contract, for a spring assignment.

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

N. Re-Openers on District Available Resources and the PFT Share of Those Resources

1. Each year, both sides agree to make a "good faith effort" to determine the "PFT Share" of Projected Net Increase or Decrease in "District's Available Resources" during the spring prior to the beginning of the fall semester.
 - "PFT Share" can be positive or negative
2. If the PFT Share is positive, after the deduction for the increase in cost of health benefits, and the increase in the cost of part-time faculty office hours, after consultation with the District, PFT is allowed to distribute dollars in various ways, including but not limited to
 - Across-the-board salary increases for all faculty
 - Funding steps on the part-time faculty salary schedule
 - Adding percentage points to part-time (75%) pro-rata rate.
3. If PFT Share is negative, the PFT will come up with temporary "give backs!" These "give backs" may include, but are not limited to:

- Additional temporary (one-year) cuts to release time for department chairs, Tenure Facilitators, district Staff Development officer, SLO coordinators and Distance Ed coordinators,
 - Temporary (one-year) progressive cuts to the salary schedule (a greater percentage cut for faculty at higher salaries)
 - Temporary (one-year) partial step/column cutbacks or a complete temporary (one-year) freeze on step/column movement for contract faculty.
4. Projected Net Increase or Decrease in District's "Available Resources" shall consider all of the following, which both parties shall make a good faith effort to determine based upon the best possible data. The District agrees to provide PFT with information which the PFT determines is necessary for these calculations and determinations:
- Peralta's state-funded COLA (if any)
 - Benefits cost changes, including number of employees in each bargaining unit
 - State workload, apportionment and property taxes
 - Peralta's share of any tax initiatives which pass or are passed by the legislature during 2012-15
 - Peralta's ending balance and reserves
 - OPEB bond expenses and income
 - District payments to consultants
 - Other
 - Faculty Obligation Number
 - 50% law
 - 75% - 25% law

O. Late Payment Penalty

1. Eligibility
 - a. Late payment penalties shall not apply to underpayments resulting from improper initial salary placements for the first two (2) pay cycles after first rendering service as a new full- or part-time faculty.
 - b. This agreement shall not apply to underpayments equal to less than 5% of wages owed on the scheduled payday.
2. Underpayment Restitution
 - a. Any unit member who is paid less than the wages owed to them in a regularly scheduled pay cycle shall receive, as restitution, a sum equal to fifty dollars (\$50) per calendar day that wages are late.
 - b. Restitution shall cease to accrue and be due upon payment of wages.

This provision shall not be considered a waiver of any rights a unit member has to pursue a wage claim under federal or state law.

ARTICLE 22 : HEALTH AND WELFARE BENEFITS:

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

Effective January 1, 2023, the District will transition its health insurance plans to plans offered by the Self-Insured Schools of California (SISC) as described below. The District will continue to fund the Health and Welfare Program and absorb and increase in premium rate at the current benefit level for the duration of this Agreement. See APPENDIX 14 (A14).

A. General Conditions

Both parties acknowledge:

1. No reduction in any benefit that is provided in the 2022 Agreement shall occur due to failure to include said benefit in this Agreement, unless such reduction is specifically indicated in this Agreement.
2. Benefits shall be equal to or greater than existing benefits as summarized in the plans described in Section B (including dependents' coverage where applicable).
3. The health and welfare plans shall be contractually arranged by the District. Said contracts are hereby made a part of this Agreement and shall be consistent with the terms of this Agreement. Said contracts and related documents (loss ratios, premium rates, et al) are to be made available to the PFT representative(s) during normal District business hours. There are no changes to the plans that provide Life Insurance and Accidental Death and Dismemberment (AD&D) benefits, the Delta Dental Plan, the Flexible Benefits Plan, and the Commuter Expense Plan.
4. The description of the employee's medical benefits plan included in this Agreement shall replace the Blue Cross PPO and modify the current Kaiser plan. The current medical benefit plans shall remain in effect until the new plans are fully operational and implemented. All health and welfare plans shall be contractually arranged by the District and said contracts are hereby made a part of this agreement as per Article 22.A.3.
5. The District shall cover the cost of any changes in PCCD's SISC plan or Kaiser plan that result in reduced benefits or increased contributions for members during the term of this 2022 agreement. In subsequent agreements, the union reserves the right to negotiate with the District over Peralta's ongoing responsibility to cover such costs.
6. The PFT and the District agree to meet and discuss the resolution of any unforeseen service delivery problems that may arise concerning the administration of health and welfare benefits.
7. This agreement does not supersede any rights vested under California law.
8. The District shall provide to each regular, probationary and LTS faculty member and their eligible family members' health and welfare benefits. Health and welfare benefits are defined as medical, prescription drugs, dental, vision, employee and dependent life insurance, accidental death and dismemberment, long-term disability, and the employee assistance program (EAP).

B. District-Offered Health and Welfare Benefit Plans

The district will offer the following health and welfare benefit plans to regular, probationary and long-term substitute faculty represented by the bargaining unit:

1. Medical Insurance

Effective January 1, 2023, the District will contribute to the cost of health insurance premiums for full-time faculty as follows:

- a. Kaiser Foundation Health Plan will be at no cost to eligible employees and their qualifying dependents.
- b. PPO Plan: Eligible employees enrolled in the PPO plan shall pay twenty percent (20%) of the premium cost of the PPO plan, and the District will pay eighty percent (80%) of the premium cost of the PPO plan, for the level of coverage in which the employee is enrolled (single party, two party, family); except as follows:
 - (i) For eligible employees hired before December 31, 2022 and enrolled in the PPO “Lite” plan as of December 31, 2022, who choose to enroll in the PPO plan effective January 1, 2023, will be grandfathered with an employee monthly contribution of:
 - Single \$15/month
 - Two-party \$30/month
 - Family \$45/month
- c. Within ninety (90) days of the Board of Trustees’ approval of this side letter, the District agrees to work with SISC to find an additional PPO plan option with a lower employee cost share and with the same provider network as the new SISC PPO Plan, and will add the plan effective March 1, 2023. The District will provide a new open enrollment opportunity when the new plan is added. If there is a delay in implementation, between March 1, 2023 and when the SISC “Lite” plan becomes available, all eligible employees will be able to participate in the SISC PPO at a member cost of:
 - Single \$15/month
 - Two-party \$30/month
 - Family \$45/month

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

- a. Eligible employees may select among the plans as follows:
 - (i) Delta Dental
 - (ii) United Healthcare Dental
- b. The District’s maximum contribution for dental for full-time faculty will be at the United Healthcare (UHC) Dental family rate.

3. Basic Life Insurance is paid for by the District for regular, probationary and LTS faculty.

4. Long-Term Disability Insurance is paid for by the District for regular, probationary and LTS faculty.

5. **Vision Coverage**

At no cost to the District, a voluntary vision benefit is available for employee optional enrollment.

6. **Employee Assistance Program**

C. Regular, Probationary, and Long-Term Substitutes

1. All regular, probationary, and long-term substitute faculty shall receive at District expense the following health and welfare benefits, subject to the terms and conditions of the policies and this agreement:
 - a. Medical Insurance
 - b. Dental Insurance
 - c. Life Insurance
 - d. Long-term Disability Insurance
 - e. Employee Assistance Program

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

2. The District shall provide all necessary enrollment forms and information to new employees in a timely fashion. Failure of the District to do so shall result in the District holding the employee harmless for any covered claims incurred in this period.
3. Coverage begins on the first day of assignment.
4. It shall be the faculty members responsibility to return all enrollment forms for health and welfare benefits to the District by the agreed upon deadline. Failure to do so shall hold the District harmless for any claim made in this period. In any case, all enrollment forms must be received by the District within thirty (30) days of the date of hire. Failure to comply may result in a delay of coverage.
5. If spouses are employed by the District, they shall each be eligible separately for all health and welfare benefits. The only exception is that the shared dependent children shall not be covered by both covered parents.
6. All dependents must be added at the time of the employee's enrollment, or within thirty (30) days of the date the Dependent becomes eligible for enrollment or during the open enrollment period. The following plans include dependent coverage:
 - a. Medical Insurance.
 - b. Dental Insurance.
 - c. Life Insurance.

7. The District shall provide new employees with an orientation which will include brochures describing each benefit program and provider, a summary sheet explaining the differences among policies, information about other insurance that is available to purchase and a sign-off sheet that indicates the new person has been given choices they have regarding benefits.

8. Cash-in-lieu /Opt-Out Option (Medical and Dental for Active Employees Only)
 - a. Full-time faculty who sign an attestation and release and provide proof of other minimum essential group medical coverage as defined by the Affordable Care Act, and/or group dental coverage may decline enrollment into a District-provided medical insurance and/or dental insurance plan.
 - (i) Full-time faculty who receive medical insurance cash-in-lieu effective December 31, 2022, who continue to opt out of District-paid medical insurance coverage effective January 1, 2023, will receive a monthly amount of two hundred twenty-five dollars (\$225) (this reimbursement is an all-or- nothing option, employee and all eligible dependents, if applicable, must waive the plan to be eligible for this flat reimbursement amount). Faculty receiving cash-in-lieu as of January 1, 2023 who subsequently enroll in District medical insurance plans, and then opt-out at a later date, will no longer be eligible for medical insurance cash-in-lieu. No other employees will be eligible for cash-in-lieu if they opt out of District medical insurance.
 - (ii) Full-time faculty who decline enrollment in the District-provided dental insurance plan will receive a flat monthly amount of twenty-five dollars (\$25) for group dental waiver. This reimbursement is an all-or-nothing option. The employee and all eligible dependents (if applicable) must waive the plan to be eligible for this flat reimbursement amount.
 - Participation on the Opt-Out Option for group medical and/or group dental is 100% voluntary; and
 - The amount is paid on a monthly basis; and
 - The amount is paid on an after-tax basis (taxable income to the employee); and
 - The amount will not be pro-rated to the FTE; and
 - Election of group medical and group dental opt-out is not mutually exclusive, the member may elect to opt-out of medical only, dental only or medical and dental combined.
 - (iii) Opt-out Election

It is the responsibility of the member to complete the requisite items as indicated below during open enrollment (no exceptions):

Cash-in-lieu form and written verification of other group medical and/or dental coverage from the insurer within thirty (30) days from the election to participate in the District's cash-in-lieu plan.
 - (iv) Opt-in

It is the responsibility of the member to complete the enrollment form and submit documentation within 30 days of initial hire, open enrollment or a qualifying

event as defined by the Health Insurance Portability and Accountability Act of 1996.

9. Upon attaining Medicare eligibility (presently, at age 65), retirees shall enroll in Medicare A & B, provided the District pays 100% of the current and future costs of Medicare premiums. Such enrollment is a precondition to the District continuing to pay for their medical insurance coverage. No individual shall receive less coverage (for example: reduced benefits, increased co-pays or increased deductibles) as a result of enrolling in Medicare. This provision shall not be precedential.

10. Medicare Part D:

- a. PFT and PCCD have always agreed that it is mutually beneficial to undertake programs which do not violate PFT/PCCD contract(s) and also lower long-run costs of PCCD programs. This agreement Medicare Part D follows from that principle. This Agreement is not intended to, nor does it annul or diminish, any previously vested retiree health benefits. This Agreement shall also not be precedent setting for either PCCD or PFT in regard to any other areas of disagreement that may arise in the future, nor may it be relied upon to determine the nature, scope and extent of retirees' previously vested retiree health benefits.
- b. Medicare Part D Prescription Drug Benefit Program became effective on March 22, 2005.
- c. The District will reimburse retirees enrolled in Kaiser Senior Advantage, or the self-funded plan a secondary coverage, who continuously meet the eligibility requirements in (1) and (2) below for their cost for Medicare Part D Income-Related Monthly Adjustment Amount (Part D-IRMAA).
 - (1) This agreement only covers regular and contract faculty who retire from the District after May 1, 2013. It will cover Medicare Part D Income-Related Monthly Adjustment Amount (Part D-IRMAA). This agreement does not cover individuals no longer represented by PFT.
 - (2) The retiree and eligible dependents who are continuously enrolled in Kaiser Senior Advantage, or the self-funded plan as secondary coverage, and become subject to the Medicare Part D Income-Related Monthly Adjustment Amount (Part D-IRMAA), as assessed by the U.S. Department of Health and Human Services Centers for Medicare and Medicaid Services (CMS) will be eligible for Medicare Part D Income-Related Monthly Adjustment Amount (Part D-IRMAA) reimbursement, if all of the following conditions are met by the retiree and/or eligible dependent:
 - (a) The retiree was employed by the District before July 1, 2004, and retired after May 1, 2013.
 - (b) The retiree and/or eligible dependent is enrolled in a Peralta group-sponsored medical plan at the time the Medicare Part D Income-Related Monthly Adjustment Amount (Part D-IRMAA) is assessed.
 - (c) The retiree and/or eligible dependent is not concurrently enrolled in another privately held Medicare D program.
 - (d) The retiree and/or eligible dependent or caregiver completes and submits the Medicare Premium Claim Form (see Appendix) and documentation of Part D-

IRMAA paid to the Centers for Medicare and Medicaid Services, no later than March 30 following the calendar year in which the Part D-IRMAA was assessed. It is understood that if the District does not receive the completed claim form and proof of premium payment, it is under no obligation to provide reimbursement.

In order to cover retirees since May 1, 2013, reimbursement shall include 2013 Part D-IRMAA payments as long as the form for these payments is submitted by March 30, 2016, and each March 30th thereafter, or within 60 calendar days of receipt of the Part D-IRMAA charge, whichever date is later. (Any deadline falling on a weekend or Peralta holiday, shall be extended to the next Peralta business day in which the District offices are open.) To be eligible, the member must have retired on or after May 1, 2013. Expenses incurred or paid after January 1, 2015 will be eligible for reimbursement.

11. Make Whole Process for Faculty Who Retire Before SISC Implementation

PCCD will create a clear, simple process for faculty who retire after the date of this agreement and before SISC implementation to be “made whole” in terms of their benefits, out-of-pocket costs, deductibles, and co-pays.

12. COBRA Rights

- a. If group health coverage ends due to termination (for other than gross misconduct) of a covered employee's employment or loss of coverage due to a reduction in hours, including loss of coverage due to an employer filing for Chapter 11 reorganization, continued coverage for the employee and the employee's dependents will end on the last day of the eighteen (18) month period following the date that the group coverage ended.
- b. If a spouse or dependent loses insured status due to the reasons set forth in D1 above, the death of the employee, employee's divorce or legal separation, employee's entitlement to Medicare, or if a dependent child no longer meets the definition of dependent, coverage for the spouse or dependent will end on the last date of the thirty-six (36) month period following the date coverage ended.
- c. COBRA benefits are paid by the employee or dependent.
- d. The Benefits Office at the District can provide additional details and the cost of continuing coverage under the provisions of COBRA.

D. Survivor Rights

1. Upon the death of the employee, the surviving spouse shall receive paid medical benefits for themselves, all dependent children and posthumous children until all such children would no longer be eligible to receive paid medical benefits had the employee survived. Said spouse shall then have the option of buying into the District medical benefits program by the timely payment of premiums as stipulated by the District for the lifetime of the spouse or as long as they are eligible under the guidelines above.

- a. Only the surviving spouse and dependent children (including posthumous children) covered by the employee's medical plan at the time of the death of the employee are eligible for this coverage.
- b. In the event of the death of the employee and/or their spouse, the dependent children and posthumous children of the employee shall receive paid medical benefits until all such children would no longer be eligible to receive paid medical benefits had the employee survived.
- c. If there are no dependent children, the surviving spouse shall have the option of buying into the District medical benefits program by the timely payment of premiums as stipulated by the District, for the lifetime of the spouse or until they are no longer eligible under the guidelines identified above.
- d. Eligibility for medical benefits will terminate for the surviving spouse and dependent children upon the remarriage of the surviving spouse.
- e. Eligibility for medical coverage will apply only if the surviving spouse and dependent children have no other group medical coverage or if the surviving spouse must pay for other group health coverage. Annual documentation will be required.
- f. Coverage under the District's medical plan will be secondary to any other medical coverage.
- g. Eligibility for this benefit replaces COBRA. The surviving spouse and dependent children will not be eligible for COBRA.

E. Retirees Health and Welfare Benefits

1. Definitions

- a. As used herein, the phrase “at District expense” means the District will continue to pay the entire premium for the retiree and, where covered, retiree’s eligible spouse/dependents, under the conditions specified herein.
- b. As used herein, the phrase “consistent with the coverage offered to active employees at the time of retirement” means, for example, “no reduced benefits, increased co-pays, or increased deductibles.” The District shall continue to cover retirees medically necessary or appropriate services, subsequently included within District plans for active employees.
- c. The definitions and conditions, which apply to medical and life insurance only, as stated in Article 22.B shall apply to retiree health and welfare benefits.

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

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

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

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

- b. Qualifying employees hired on or after July 1, 2004 who retire before attaining the age of Medicare eligibility (currently, age 65 with minor exceptions) will be able to continue coverage, including spousal and eligible dependent coverage, that is consistent with the coverage offered to active employees at the time of retirement, at District expense, until they reach the age of Medicare eligibility (currently, age 65). When they become eligible for Medicare, these employees shall enroll in Medicare Parts A and B. Upon reaching Medicare eligibility age, the District's obligation to pay benefits shall cease, and no other District paid benefit shall be available.
- c. Any spouse or dependent of a retired faculty member who was hired on or after July 1, 2004, shall be covered during the retiree's lifetime consistent with the coverage offered to active employees at the time of retirement, until the spouse or dependent reaches the age of Medicare eligibility (currently, age 65), or until they are no longer a spouse or dependent as defined in Article 22.E.1.a., b., and d. above.
- d. Survivor rights: In the event of the death of the retiree prior to the spouse or dependent reaching the age of Medicare eligibility (currently, age 65), the spouse or dependent may buy the plan consistent with the coverage offered to active employees at the time of retirement, under the terms described herein, until they reach the age of Medicare eligibility (currently, age 65).
- e. Employees hired on or after July 1, 2004 who work full-time beyond the attainment of Medicare eligibility (currently, age 65) will remain on the District's medical plans, like any other active employee. Upon retirement, they may elect COBRA (self-pay) on the plan in which they were enrolled.
- f. Retiree Medical (retirements after 7/1/2012)
 - 1) Mandated Enrollment in Medicare A & B
Retired Unit members, upon reaching Medicare eligibility sign up with the District their election in Medicare Parts A & B. Medicare sign-up shall be required in order to maintain retirement medical benefits. For any unit member who retires after July 1, 2012, if the retiree willfully elects not to enroll in Medicare Parts A & B, the District may terminate the retiree's District-paid health benefits, provided:
 - a) The retiree is provided two notices via certified mail, the first at least 60 days prior to termination; the second at least 30 days prior to termination.
 - b) The notices shall be written in plain language.
 - c) The PFT shall be sent a copy of both notices.
 - d) The District shall make at least two efforts to speak to the retiree telephonically during the 60-day period in #1above. The times and dates of the calls shall be made available to the PFT.
 - e) If the retiree has a legal guardian or someone with power-of-attorney, the District shall undertake reasonable effort to notify such person via mail and

the telephone number on record with the District. The retiree or designee will notify the District in the event that a legal guardian or power-of-attorney is appointed

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

2) Hold PFT harmless in case of retiree lawsuit

Should

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

3. Faculty Members Hired Before July 1, 2004

- a. Consistent with the status quo, faculty members retiring from regular contract service at the age of 55 or older with at least five years of creditable service (STRS or PERS) shall receive these retiree benefits.
- b. All regular and contract faculty retiring from the District during the term of this Agreement shall be offered lifetime medical coverage at District expense that is consistent with the coverage offered to active employees at the time of retirement. This includes spouse and eligible dependents.
- c. Employees hired before July 1, 2004 shall either become eligible for Medicare by paying District-reimbursed Medicare tax, or become eligible for STRS or PERS reimbursement of Medicare Part A at no cost to the employee.
When such employees reach the age of Medicare eligibility (currently page 65) they shall enroll in Medicare Parts A and B, provided the District pays 100% of the current and future costs of Medicare premiums. The District shall pay or reimburse the retiree

for the current and future costs of the Medicare premiums. The District shall pay the Medicare taxes of such employees.

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

- d. Any spouse or dependent of a vested, retired faculty member who was hired prior to July 1, 2004, shall be covered during the retiree's lifetime at District expense under medical coverage that is consistent with the coverage offered to active employees at the time of retirement, or until they are no longer a spouse or dependent as defined in Article 22.E.1. a., b. and d. herein. The retiree and spouse/eligible dependent shall, upon reaching the age of Medicare eligibility (currently, age 65), each enroll in Medicare Parts A and B and the District shall immediately, and thereafter, pay 100% of the current and future costs of Medicare premiums. No individual shall receive less coverage (for example: reduced benefits, increased co-pays, increased deductibles) as a result of enrolling in Medicare.
- e. Employees hired prior to July 1, 2004 who work full-time beyond the attainment of Medicare eligibility (currently, age 65) will remain on the District's medical plans, like any other active employee. However, in accordance with Article 22.F.3.c. and 22.F.3.d. above, when they retire, they must enroll in Medicare Parts A and B. The District shall immediately and thereafter pay 100% of the current and future costs of Medicare premiums for the employee. No individual shall receive less coverage (for example: reduced benefits, increased co-pays, increased deductibles) as a result of enrolling in Medicare.
The employee's spouse/dependents shall enroll in Medicare when eligible and no individual shall receive less coverage (explained above) as a result of enrolling in Medicare.
- f. Survivor Rights: Upon the death of the retiree, the surviving spouse and eligible dependent(s) shall have the option of buying into the District Medical benefits program consistent with the coverage offered to active employees at the time of the retiree's retirement by the timely payments of premiums as stipulated by the District for the lifetime of the spouse or until such time as they are no longer eligible as defined in language above.
- g. The above option (Article 22.F.2.f.) shall also be applicable to dependent children.
- h. All regular and contract faculty members from age 55 to 65 who retire from regular service shall be maintained (at the District's expense) through age 65 on the District group life insurance policy provided for employees through age 65. The retired employee shall have the option to convert to an individual permanent plan at their own expense.

F. Temporary, Part-time Faculty:

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

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

1. If during the term of this Agreement, State funds are allocated to the District for the specific purpose of enhancing medical benefits for part-time faculty, or if new legislation requires District maintenance of effort on part-time faculty health benefits, the parties shall negotiate over medical benefits for part-time faculty.
2. Voluntary fringe benefits under this Agreement include the present District medical and dental insurance plans. All references to medical also include coverage for prescription drugs and vision benefits.
3. Part-time faculty members may subscribe for medical and dental insurance under the District's group coverage program.
4. The part-time faculty member contribution for participation in medical and/or dental benefits under the 100% buy in plan shall be an amount exactly equal to the prevailing amount the amount paid by the District for individual contract faculty members. Plan enrollment options are:
 - a. Medical at 100% buy-in cost, with three options for medical plans at the expense of the part-time faculty member:
 - Kaiser HMO Plan
 - Preferred Provider Organization – Traditional (in-network and out-of-network benefits available)
 - Preferred Provider Organization – Lower Cost SISC PPO Plan (once available)
 - b. Dental at 100% buy-in cost, with two options for dental plans at the expense of the part-time faculty member:
 - Delta Dental
 - United Health Care Dental
5. To be eligible, part-time faculty members must have completed four (4) semesters in the immediately preceding four (4) years. Partial semesters are not included in computation of completion for the fulfillment of four (4) semesters.
6. Part-time faculty members may subscribe for dependent's coverage under this program.
7. Part-time faculty members who select this option must subscribe for membership no later than the 20th day of the month preceding the period for which coverage is requested.
8. Part-time faculty members may, at their option, have monthly premium payments for medical insurance deducted directly from their paychecks.
9. Due dates for premium payments, if paid by check, shall be the 20th day of the month for a minimum of two (2) months advance coverage.

10. For any part-time faculty member paying by check, who fails to submit advance premiums for two (2) months, coverage shall be dropped from the District program on the first of the month following delinquency. There will be no exceptions.
11. In the event of a break in service, part-time faculty members will not lose their eligibility for benefits after return from break in service, provided that:
 - a. They maintained their benefits pursuant to COBRA for the duration of their absence;
 - b. They were absent for no more than 18 months; and
 - c. One of the following situations applies:
 - 1) They have had approved leave in a category available to part-time faculty under article 26; or
 - 2) Cancellation of classes due to low enrollment, budgetary reasons, program needs or reassignment of the class to a contract or regular faculty instructor.
12. SDI Program for Part-time faculty
 - a. The part-time, temporary faculty have voted to be included in the State Disability Insurance ("SDI") program in accordance with A.B. 381 (Unemployment Insurance Code Section 710.9).
 - b. Part-time faculty shall pay 100% of the contribution required to participate in the California SDI program through regular payroll deductions.
 - c. PCCD shall implement this program as soon as practicable, but in no event, no later than an effective date of January 4, 2011.
 - d. PCCD may hereafter cease participation in this program only to the extent allowed by law.
 - e.
13. 125 plans for payments
 - a. The District shall establish a 125 plan for part-time temporary faculty which will permit part-time faculty to tax-shelter health benefits premiums.

G. Temporary, Part-time Faculty Medical

Part-time Faculty 50/50 Medical Plan Coverage:

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

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

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

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

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

Preferred Provider Organization – Traditional (in network and out-of-network benefits available).
4. Faculty members may enroll dependents under this program.
5. Faculty members who select this option must subscribe for membership no later than the 20th day of the month preceding the period for which coverage is requested.
6. Faculty members may, at their option, have monthly premium payments for medical insurance deducted directly from their paychecks.
7. Due dates for premium payments, if paid by check, shall be the 20th day of the month for a minimum of two (2) months’ advance coverage.
8. Any part-time faculty member paying by check, who fails to submit advance premiums for two (2) months, coverage shall be dropped from the District program on the first of the month following delinquency. There will be no exceptions.

AB 190 Part-Time Faculty Medical Insurance Program

In accordance with California Education Code Sections 87860-87868, the District will expand its part-time faculty medical insurance program effective July 1, 2023, subject to and in accordance with the following conditions and provisions:

The AB 190 Part-Time Faculty Medical Insurance Program will be in effect contingent on sufficient State funding to cover the maximum potential cost of the program for the District. If, in any future fiscal year, the District pays more than the amount spent for the 50/50 plan in Year 2021/22 after receipt of State funding (“overage”), the District will send to the PFT the audited actuals following the end of the Fiscal Year in which the coverage occurred. The PFT and District will meet in good faith to discuss how to address the full shortfall/overage, including implementing cost reductions to the District in other areas of the PFT Collective Bargaining Agreement. If the parties do not reach agreement on how to address the shortfall in funding within sixty (60) days of the District sending the audited actuals to PFT, the District will revert to the 50/50 Medical Plan Coverage Plan for qualifying faculty members for the following semester.

In order to cover one-time budget overages for AB 190 Part-Time Faculty Medical Insurance, the District will create a reserve which will be capped at two (2) times the amount spent by the District for the 50/50 plan in Fiscal Year 2021/22 (“benchmark amount”). The District will fund the reserve using the FY 23/24 State reimbursement up to the benchmark amount (\$480,000) following FY 23/24, and will fund the reserve using the FY 24/25 State reimbursement with an additional benchmark allocation (\$480,000) following FY 24/25. If the District is required to use the reserve to cover additional costs beyond the benchmark amount, the District will have additional time to fund the reserve. The reserve will be capped at \$960,000. The reserve will be used solely for one-time costs to the District resulting from budget overages to pay for AB 190 Part-Time Faculty Medical Insurance. The District reserves the right to eliminate the reserve in the event it has not been needed for Part-Time Faculty Health Insurance costs during the term of the agreement.

Eligibility for and coverage under the Part-Time Faculty Medical Insurance Program will be as follows:

1. A part-time faculty member whose teaching assignment equals or exceeds 40% of the cumulative equivalent of a minimum full-time teaching assignment, as defined by Education Code Section 87861, are eligible to receive full medical insurance benefits equal to benefits provided to full-time faculty by the District, under the same terms defined in Article 22 of the CBA between the District and PFT. In no event shall a part-time faculty member pay more than the actual individual premium paid by full-time faculty in the District.
2. Notwithstanding Section 1, if a multi-district part-time faculty member whose teaching assignments at two or more community college districts equals or exceeds 40% of the cumulative equivalent of a minimum full-time teaching assignment (as defined by Education Code Section 87861) individually purchases health insurance benefits (including coverage for dependents), the multi-district part-time faculty member shall be reimbursed for the District’s proportionate share of their total health insurance premium by the District. The District’s proportionate share shall be determined by dividing the

total health insurance premium paid by the multi-district part-time faculty member by the total number of community college districts in which the multi-district part-time faculty member works for purposes of meeting the requirements of subdivision (b) of Section 87861 of the Education Code, and multiplying the quotient by the percentage of health care costs paid by the District toward the total cost of the health insurance premium.

3. A multi-district part-time faculty member may purchase benefits from the District. The District shall reimburse its proportionate share of the multi-district part-time faculty member's total health insurance premium as described in Section 2 above.
4. The benefit periods are September through February for Fall semester and March through August for Spring semester.
5. The District may require reasonable documentation from a multi-district part-time faculty member once per benefit period to verify that the faculty member's total cumulative teaching assignments at two or more community college districts equals or exceeds 40% of the cumulative equivalent of a minimum full-time teaching assignment. The District may require reasonable documentation from a multi-district part-time faculty member to determine the District's proportionate share, including documentation verifying enrollment in a health insurance plan and the premium paid for the health insurance plan.
6. A part-time faculty member, multi-district part-time faculty member, or their dependents whose premiums for medical insurance are paid by an employer other than a community college district are not eligible to participate in the program.
7. A faculty member's eligibility under this program will not be a factor in scheduling of classes and instructors. The District will not be liable for insurance costs for part-time faculty members whose eligibility for this program changes due to schedule changes.

H. Dental Plans

1. Individual unit members may select among the plans as follows:
 - a. Delta Dental
 - b. United Healthcare Dental
2. The District's maximum contribution for dental will be at the United Healthcare (UHC) Dental family rate.

I. 120625Future increases in the cost of health benefits:

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

J. Health and Welfare Benefits Committee

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

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

K. Domestic Partners

Health and Dental Insurance Plans have been extended to domestic partners.

L. State or Federal Health Plan Legislation/Regulation

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

ARTICLE 23 : SENIORITY LIST

Seniority list and probationary or regular employees.

- A. Pursuant to Education Code Sections 87414 and 87415, the District is required to maintain a list reflecting the order of employment of all probationary or regular employees in the manner prescribed by Sections 87400 to 87424 inclusive, and to keep a roster of same as a public record and to post such roster at each college by October 31. The intent of these statutes is to provide probationary and regular employees with their respective order of employment (seniority standing) in the District.
- B. Every probationary or regular employee employed after June 30, 1947, shall be deemed to have been employed on the date upon which they first rendered paid service in a probationary or regular position.
- C. Records showing date of employment shall be accessible, on demand, to any faculty member of the District or to their designated representative.
- D. In the absence of records as to the determination of the first date of rendered paid service in a probationary or regular position, the District, in accordance with evidence presented, shall determine the order of employment after giving employees a reasonable opportunity to present such evidence.
- E. Corrections on Seniority List

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

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

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

1. A drawing shall take place at the District Office.
2. The President of the Peralta Federation of Teachers and the affected employees shall be notified of the time and date of the drawing.
3. Any employee who cannot be present or who refuses to participate in the drawing will not be omitted. The employee will be given the opportunity to designate a representative to act in their place. This proxy selection shall be in writing and provided to the Office of Employee Relations prior to the drawing.

4. The "drawing date" shall be mutually agreed upon with the President of the Peralta Federation of Teachers.
5. Each person will draw twice.
 - a. The first drawing will be according to alphabetical order and will determine the order of drawing for seniority.
 - b. The second drawing will determine actual seniority placement.
6. Whenever the District discovers that an employee has been given an incorrect first date of rendered paid service in a probationary or regular position or whenever it is ordered by a court to change an employee's first date of rendered paid service in a probationary or regular position, it shall make the appropriate corrections. If the correction results in a first date of rendered paid service in a probation or regular position, which is the same date as one or more other employees, the employee's seniority ranking within this group of employees shall be determined as follows:
 - a. The first drawing will be according to alphabetical order and will determine the order of drawing for seniority.
 - b. The second drawing will determine actual seniority placement.
 - c. The total number of slips for the drawing shall be the total number of employees with the same first date of rendered paid service in a probationary or regular position, including those employee(s) to be added to the sequence.
 - d. The number drawn shall rank the added employee in the group following the employee's name with the same number of the sequence for that first date of rendered paid service in a probationary or regular position. (Example: When #2 is drawn, the employee shall be placed after the second employee's name on the seniority list with the same date of rendered paid service in a probationary or regular position.)
7. Any determination of an employee's order of employment pursuant to "breaking ties" shall be made within thirty (30) days of the date service was first rendered by the employee or thirty (30) days from the receipt of a judicial order compelling the District to comply.

ARTICLE 24 : REDUCTION IN FORCE

Information on procedure and process.

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, 987358 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 the faculty member 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.

8. The responsibility for meeting the minimum qualifications and competencies lies with the individual instructor. No salary can be paid to anyone who is not so qualified.
9. Each faculty member's official personnel file shall reflect the faculty service areas for which the faculty member has been granted recognition.

B. Reduction in Force

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

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

2. Any reduction in workforce will be in compliance with applicable provisions of the California Education Code and California Government Code.
3. In order to avoid a reduction in force, the District will encourage employees to participate in programs that will provide an alternative to layoff, such as retraining leave, reassignment, transfer, multi-campus assignment, Saturday assignments, day/evening assignments, evening assignments, or other duties beneficial to the District as determined by the Board.
4. The District will make assignments and reassignments in order to retain employees to render any service, which their seniority and qualifications entitle them to render.
5. In the event the budget requires that the District lay off faculty members, the Board shall offer reductions in contracts to any faculty members who are willing to agree to such reductions and such reductions shall count toward reducing the total number of layoffs. The same shall be true of all retirements, resignations, or other permanent vacancies that occur in a reduction in force academic year.
6. The District shall notify the PFT in writing of each regular and contract unit member who is to be reduced or terminated along with notice of any proposed reassignment, transfer or offer of reappointment.
7. Faculty members who are laid off and subsequently either accept or decline offers of temporary service or partial reinstatement retain their statutory preferred right to reappointment as provided in the California Education Code.
8. As provided in Education Code Section 87743, no tenured faculty member may be laid off "while any probationary employee, or any other employee with less seniority, is retained to render a service in a faculty service area in which the records of the District

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

9. The PFT shall receive the same notices as are given to each unit member during the 39-month or 24-month period of rehire rights. Within the statutory period of rehire rights any former permanent or probationary unit member shall be offered re-employment if they meet the minimum qualifications for employment in the discipline/service area within the District, and if any of the following options become available:
 - a. replacing a faculty member on sabbatical;
 - b. replacing a portion of a faculty member's load that is created by a reduction in load;
 - c. replacing a faculty member on any form of leave;
 - d. replacing a faculty member who has died, retired or resigned;
 - e. replacing a faculty member who has been reassigned or transferred.
10. If reemployed under this section, faculty members shall be paid a rate of 100% of their column and step placement.

ARTICLE 25 : PROFESSIONAL DEVELOPMENT

Information on funding and committee membership and responsibilities.

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, they will fill out that member's term and then be eligible to serve their 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.

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

C. Responsibilities of the Professional Development Committee

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

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

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

- a. The committee shall fund 1/3 of the hourly replacement costs for any faculty member who is on an approved Sabbatical Leave; but

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

D. Responsibilities of the Chairperson

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

E. Utilization Review Process

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

F. District Office of Staff Development

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

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

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

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

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

The selection committee will interview all eligible candidates and will recommend up to three (3) names to the Vice Chancellor of Academic Affairs for the VC to interview and make the final selection.

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

2. The District Officer of Staff Development shall be responsible for implementing all of the procedures, policies, and guidelines that have been established by the Ed Code, Board Policy, the collective bargaining agreement, the Flex Day Agreement, and the Sabbatical Leave Handbook.
3. The District Officer of Staff Development shall:
 - a. Meet on a regular basis with the College Professional Development Committees, the chairs of those Committees, and the Vice Chancellor of Academic Affairs to review, refine, modify, and evaluate the District's professional development policies and programs;
 - b. Be a member of the District Professional Development Committee;
 - c. Make sure the business of each of the Committees is conducted in a fair, open, and timely manner;
 - d. As assigned, write all official District reports, local and state, as required, in a timely manner;
 - e. Communicate, on a regular basis, with all employees of the District to keep them informed about Professional Development activities, opportunities, issues, funds, etc.;
 - f. Oversee the District-wide Flex (Professional Day) Activities, including preparation and distribution of the schedule of activities and the receiving of Professional Development credit;
 - g. Review all requests for Individual Project Professional Development credit;
 - h. Develop a professional development library and resource center;
 - i. Implement and oversee an exchange program;
 - j. Facilitate the faculty evaluation process and work directly with those faculty members who receive a less than satisfactory evaluation by developing a plan of improvement with them and their college Professional Development Committee.

G. On Line Reporting Form

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

ARTICLE 26 : LEAVES

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 Academic Affairs or their 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 Leave

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

2. Temporary, Part-Time Employees

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

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

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

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

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

- e. Any temporary, part-time employee who is on paid status while on sick leave, or other paid leave, shall continue to earn all employee sick benefits to which they are entitled.
- f. Upon request, a temporary, part-time employee will be provided with a verification of their sick leave balance.

3. **Retirees working part-time**

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

D. Bereavement Leave

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

E. Use of Sick Leave for Personal Reasons

1. Contract, regular, long-term substitute and temporary, part-time faculty members shall be entitled to use sick leave earned pursuant to paragraph C of this article in cases of compelling personal importance.
2. Leave taken pursuant to the above paragraph shall not exceed seven (7) days in any single school year.
3. The term "compelling personal importance" shall include:
 - a. Illness of a family member requiring the faculty member's presence
 - b. Household Emergencies
 - c. Personal matters
 - d. Personal emergencies
 - e. A personal or family matter for which the faculty member accesses the District Employee Assistance Program or a personal health care practitioner.
4. Verification of the basis for the leave request may be required if requested leave is for more than five (5) days.
5. If the requested leave is for more than five (5) days and involves health or personal matters that the faculty member does not feel comfortable discussing with college management, the faculty member may elect to submit the supporting documentation in a sealed envelope to the College President. If the College President concludes that the request should be denied, they shall consult with the faculty member and PFT representatives before denying the request.
6. In all cases, the College President will only release or discuss personal information submitted by a faculty member when the faculty member authorizes the release in writing.

F. Industrial Accident and Illness Leave

1. All faculty members (contract, regular, long-term substitute and temporary, part-time employees) absent from duty because of illness or injury resulting from an accident or condition incurred on duty which qualifies under industrial accident insurance shall be granted an industrial disability leave for each such accident. The number of days for such allowable leave or leaves shall be for not less than sixty (60) working days in any one academic year.
2. Industrial disability leave shall be granted from first day of disability.
3. Only absences which are supported by a doctor's certificate and have been verified by

the District's industrial insurance carrier to be the result of a duty connected injury or illness can be paid under industrial disability leave. Any absence that cannot be so verified shall be charged against the employee's sick leave or other appropriate leaves.

4. Should the employee's absence due to an industrial injury or illness extend beyond sixty days, the employee shall be permitted to use accrued sick leave until temporary disability payments cease, until the employee returns to duty, or until sick leave accrual has been used up. In no case, however, shall the total exceed five school months.
5. During any period an employee is receiving their regular salary from the District, the employee is required to endorse over to the District all temporary disability payments received from the District's industrial insurance carrier in accordance with Section 87787 of Education Code. Charges to the employee's sick leave balance shall be as follows:
 - a. Industrial disability leave shall be reduced by one day for each day of authorized absence regardless of temporary disability payments paid by the District's industrial insurance carrier.
 - b. Sick leave shall be reduced only by the amount necessary to provide a full day's wage or salary when added to temporary disability benefits.
6. Any employee who is absent because of a work incurred illness shall not be entitled to receive wages or salary from the District which, when added to temporary disability benefits, will exceed their full salary during the period of their absence.
7. Any employee receiving industrial disability leave benefits must remain within the State of California unless the Board of Trustees authorizes travel outside the state.
8. When an industrial accident or illness leave overlaps into the next fiscal year, the member shall be entitled to only the amount of unused industrial accident or illness leave due them for the same illness or injury.

G. Parental Leave

Parental leave shall be granted to contract, regular, long-term substitute and temporary, part-time faculty employees. Parental leave is a continuous leave of up to 6 months for the birth and/or care of the newborn child of the employee or for placement with the employee of a child for adoption or foster care. To be eligible for parental leave, the employee will be required to submit medical certification of the birth or legal evidence of the adoption or foster care placement. During this period qualified employees may use accrued sick hours. Upon the exhaustion of accrued sick hours, the remainder of the leave will be unpaid and the employee will be responsible for the cost of medical, dental, life, and disability benefits.

H. Quarantine Leave

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

I. Jury Duty

1. A contract, regular, long-term substitute and temporary, part-time faculty member called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall they be discriminated against in any way for not seeking such exemption.
2. When regularly called for jury duty in the manner provided by law, a faculty member shall be granted a leave of absence without loss of pay for the time the employee is required to perform jury duty during the employee's regularly assigned working hours.
3. Request for jury service leave should be made by presenting, within two (2) working days of receipt and in advance of the absence, the official court summons to jury service to the employee's first level manager.
4. Employees are required to return to work during any day in which jury duty services are not required.
5. The District may require verification of jury duty time prior to providing jury duty compensation.
6. Reimbursements to District: Any payment received by the employee from an agency for jury duty shall be endorsed to the Peralta Community College District and forwarded to the District Payroll Supervisor.

J. Subpoena Leave

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

K. Federation Leave

1. The Federation shall have a maximum of fourteen (14) days for release time to be used for:
 - a. Local, state and national conferences sponsored by AFT/CFT, FACCC and/or statewide academic senate.

- b. Participation in seminars and institutes sponsored by institutions of higher learning and/or governmental agencies or bodies.
 - c. Participation and/or attendance at meetings called by governmental agencies or bodies.
2. Persons eligible will be the President of the PFT and/or their designee.
3. The request of the above stipulated Federation leave shall be made at least two weeks prior to the event for which the leave is being requested. The request shall be submitted in writing to the Director of Employee Relations, who will be responsible for notifying the appropriate first level administrator(s).

L. Educational Leave

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

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

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

M. Research/Work Experience Leave

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

2. Requests for research/work experience leaves must be submitted in writing to the college Professional Development Committee at least eight (8) weeks before the proposed starting date for the leave.
3. Leaves shall be recommended to the President, the Chancellor and the Board of Trustees by the college Professional Development Committee.
4. Faculty members on approved research/work experience leave without pay shall be covered by the District for medical, dental, life and disability only.
5. The District, upon request of the faculty member, after review and recommendation by the college Professional Development Committee, may extend such leave for a maximum of two (2) consecutive years at a time.

N. Long-term Personal Necessity Leave

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

O. Legislative Leave

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

P. Military Leave

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

Q. Exchange Leave

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

R. Professional Development Leave (Sabbatical)

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

2. Requirements

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

3. Announcement

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

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

4. Introductory workshop

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

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

5. Deadlines

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

6. Eligibility

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

7. Application Ranking

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

Step One: Applications will be reviewed for the following:

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

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

- a. The plan of work relates significantly to the applicant's professional assignment: (15 points)
- b. The plan of work will greatly enhance the applicant's background and improve professional competence: (15 points)
- c. The plan of work will greatly benefit students: (15 points)
- d. The plan of work will greatly benefit colleagues and/or department: (15 points)
- e. The plan of work will greatly benefit the college: (15 points)
- f. The plan of work shows evidence of innovation and creative approaches to the issue and concerns addressed: (15 points)
- g. The plan of work is thorough and complete and definitely worth funding; (10 points)
The score range shall be a scale of 0 - 100 points. An applicant must achieve a minimum score of 80 to be placed in a pool of applicants to be considered for a sabbatical leave. Applicants in the pool shall be ranked numerically in order of final score (highest first, lowers last). Seniority will be used as one of the factors in breaking a tie.
- h. Notification
All applicants shall be notified in writing of the Staff Development Committee's decisions and recommendations. The Committee shall send its recommendations to the College President for determination, per the procedure referenced at §25. E.
- i. Letter of Agreement
Any faculty member granted a one-year leave will be required to sign a contract (See Appendix A-15) guaranteeing full time service to the District for two years after returning to their regular assignment. Contractual agreements for people receiving sabbatical leaves of less than one year shall be pro-rated. It may also be necessary for the person on sabbatical to receive bonding to guarantee their service (Educational Code 87770). A professional development leave may be approved for separate semesters rather than for a continuous one-year period, provided that the sabbatical leave for both of the separate semesters shall be

commenced and completed within a three-year period. Any period of service by the individual intervening between the two separate semesters of the sabbatical leave shall comprise a part of the service required for a subsequent sabbatical leave. If a faculty member has been approved for a sabbatical leave for a particular semester or year, any change in the dates of the leave must be by mutual consent of the faculty member and the appropriate College President. Any change from the approved dates shall be reported in writing to the College Professional Development Committee.

j. Illness, Injury, Death

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

k. Committee Membership

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

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 they had been in regular service shall be the basis for computing their 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 the faculty member 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.

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

S. Retraining Leave

1. **Eligibility**

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

2. **Requirements**

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

3. Application

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

4. Committee Membership

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

5. Criteria for Acceptance of Leave Application

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

6. Criteria for Granting Leave

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

7. Salary

- a. Retraining leave pay will be based on 75% of the approved leave portion of the employee's regular contract. For example, if an employee's regular contract is 1.0 and their approved retraining leave is 0.50, computation of pay is as follows: 0.50 at regular contract rate of pay; 0.50 at 75% of regular contract rate of pay.
- b. In the case of a faculty member who retrains within a program or agency conducted by a private business enterprise or other non-academic agency acceptable to the District, the District shall pay the difference between their Peralta salary and the salary of the non-academic institution not to exceed 75% of salary. Pursuant to STRS regulations, faculty members will not be eligible for full-time (1.0) service credits.
- c. While on retraining leave, a faculty member shall not be assigned an extra service assignment.

- d. While on retraining leave, the salary the faculty member would have received if they had been in regular service shall be the basis for computing their compensation. Salary for retraining leave shall be paid in the same manner as that paid during regular service.
- e. Retraining leave shall count for full salary increments and health and welfare, sick leave, and retirement benefits. Credits earned while on retraining leave shall count toward advancement on the salary schedule upon receipt of official verification from an accredited institution or approved training program.

8. Service Obligation

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

9. Illness, Injury, Death

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

10. Number of Retraining Leaves

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

- 11. In cases where a department, discipline, or program is less than three (3) FTE, one (1) FTE may be out on retraining leave in any one semester.
- 12. Grievances pertaining to this section shall be limited to procedural violations.

T. Leave Banking Program

- 1. In order to encourage professional development and faculty revitalization, a Leave Banking Program is established. Upon request, the Leave Banking Program allows regular permanent (tenured) faculty to save up (or "bank") any contracted assigned "extra service" hours in lieu of immediate compensation. For example, in a future semester, after

fifteen (15) banked equated hours have been accumulated, the faculty member may exchange the banked hours for one full semester of leave at full pay.

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

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

2. At the request of the faculty member, contracted assigned extra service and summer session hours shall be bankable. Extra service is defined as all assigned equated hours above a full-time load. If a full-time faculty member is "under loaded," they are not eligible for extra service and may therefore not accrue hours toward Banked Leave.
3. A faculty member may bank up to a total of thirty (30) semester equated hours. If a faculty member reaches this limit, no additional hours may be banked until the faculty member uses the time or cashes it out.
4. A faculty member may use banked equated hours for leaves of up to one (1) semester within two (2) years; or two (2) semesters within three (3) years. A faculty member may also use banked equated hours for partial leaves.
5. A faculty member may not bank time while they are on Banked Leave.
6. In the case of a protracted illness while a faculty member is on Banked Leave, which prevents the completion of the leave, the Banked Leave will be terminated and all provisions for sick leave contained in this Agreement shall apply.
7. When a Banked Leave is completed, the faculty member shall return to their regular assignment.
8. In any one semester, not more than one (1) FTE out of three (3) FTE faculty members in a department, discipline, or program may be out on Banked Leave.
9. In cases where a department, discipline or program is less than three (3) FTE, one (1) FTE may be out on Banked Leave in any one semester.
10. In the event that more faculty are eligible in a given term for Banked Leave than are authorized to be on this leave, approval will be based on the District Seniority List for faculty members by date of hire.

After a person takes a Banked Leave, the faculty member is rotated to the bottom of the seniority list for the department, discipline or program for Banked Leave purposes.

A faculty member with a split load shall be counted in the department, discipline, or program where they have the majority of their load.

11. Extra service may be banked in whole or in part.
12. While a faculty member is on Banked Leave, the faculty member shall receive full salary payment, credit for anniversary salary step increments, health and welfare benefits, sick leave and retirement in the same manner as if they were on regular assignment.
13. Faculty members on Banked Leave may apply for Professional Development funds.
14. If granting all requested and authorized Banked Leaves would put the District out of compliance with State regulations, e.g., 75/25 ratio, the total number of faculty FTE (Full-Time Equivalent) authorized to take leaves will be reduced to comply with the State regulations, e.g., 75/25 ratio. The criteria for this reduction will be by seniority (date of hire) as specified in this article. Any person eliminated as a result of this paragraph will automatically be given first priority the next time they apply.
15. Banked Leave shall count towards accumulated time served and shall not constitute a break in service.
16. Every year, at the faculty member's request, the faculty member shall receive from the District an accounting of the number of equated hours and cash value accrued for each term/year that they have banked.
17. A faculty member who has accumulated hours toward Banked Leave may cash out some or all of the hours for documented critical financial emergencies² or to pay out nominal residual balances. The cashed-out hours shall be paid at the rate in force at which the funds were earned. In the case of death, disability, retirement, resignation or termination for any

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

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

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

reason, the amount of unused time shall be cashed out at its full value at the rate at which it was earned.

18. General information

- a. The Leave Banking Program became effective with the 1991-92 Academic Year
- b. To access this program, obtain a Leave Banking Program Application form from the Office of the Dean of Instruction/Student Services at any of the Peralta Colleges or from the District Personnel Office.
- c. It is the responsibility of the faculty member to request that contracted extra service hours be banked as part of this program. If not specifically requested, extra service hours will be compensated as has been the practice.
- d. Notice of election of bank extra service hours must be given to the appropriate Assistant Dean six (6) weeks before the start of the semester, quarter or summer session or at the time of assignment, whichever is later.
- e. Under this program a family member may save any Contracted extra service hours in lieu of immediate compensation.
- f. Extra service is defined as all assigned equated hours above a full-term load.

19. Benefit

- a. Up to a maximum of thirty (30) semesters equated hours, and forty-five (45) quarter equated hours may be banked. Once these limits are reached. No additional hours may be banked until time has been used or cashed- out.
- b. Banked hours may be used for up to one (1) semester or two (2) quarters within two (2) years; or two (2) semester or three (3) quarters within three (3) years.
- c. Extra service hours may be banked in whole or in part

20. Eligibility

The following faculty members are eligible for participation in the Leave Banking Program:

- a. All regular, permanent (tenured) faculty.
- b. Probationary faculty. with two (2) or more years of service, and the approval of the Tenure Review Committee and the College President
- c. Tenured partial contract faculty may accrue hours for leave banking during the summer session calendar ONLY.

21. Cash-Out Procedures

- a. Complete the Leave Banking Program Application form.
- b. Attach a Certificated Time Sheet. On the time sheet indicate:
 - 1) Reporting pay period;
 - 2) personal data requested;
 - 3) write in the number of hours to be paid. Do not forget to sign the form in section B.
- c. Forward the forms to the appropriate College Assistant Dean's Office for approval and processing.
- d. The College will receive, document and forward the completed application and timesheet to UIC District Personnel and Business Offices for processing.

- e. Cash out may result in adverse tax (IRS) consequences. You should check with your tax advisor.

22. Application

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

U. Family Care Leave

1. Any eligible faculty member shall be granted an unpaid leave of absence for family care pursuant to California State Law and Federal Law, once they have exhausted all their paid leaves in this contract. This unpaid leave may be used
 - for the birth and care of the newborn child of the employee;
 - for placement with the employee of a son or daughter for adoption or foster care;
 - to care for an immediate family member (spouse, child, or parent) with a serious health condition; or
 - to take medical leave when the employee is unable to work because of a serious health condition.
2. Faculty members on unpaid family care leave shall be covered by the District for medical, dental, life and disability benefits only.
3. A faculty member shall be authorized to use of up to fifteen (15) days of accrued sick leave in any school year to care for an immediate family member (spouse, child, or parent) with a serious health condition.

V. Skills Refreshment Leave

Faculty who request it who have not had an instructional assignment in the previous five (5) years will be given up to one semester to refresh their skills before beginning their faculty assignments. During this period, they will be paid according to their placement on the faculty salary schedule.

ARTICLE 27 : REDUCED WORKLOAD PROGRAM

Information on reduced workload program.

A. Program

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

B. Qualifications

To qualify for this program an employee must have met the following requirements prior to the reduced workload program:

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

C. Application and Approval

1. Qualified, interested employees shall initiate this procedure by formal written request to the Board of Trustees delivered to the college president.
2. Initial requests shall be received by the college president no later than May 15 for implementation in the following academic year.
3. Individual agreements will be developed for each approved applicant.

ARTICLE 28 : MATRICULATION

Information on Student Personnel Services Specialists.

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

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

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

ARTICLE 29 : RETIREMENT

Definitions and retirement plan general information.

A. Definitions of "Full Retirement"

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

B. Retirement Plans and STRS

1. **General Information**

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

2. **Regular Service Retirement Plans**

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

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

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

4. **Health and Welfare Benefits**

See relevant sections of Article 22.

5. **Exit Interviews**

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

C. Post Retirement Part-time Faculty Pay

1. Contract faculty members who retired between June 30, 1992 and June 30, 1997 and are reemployed by the District to provide part-time temporary services shall be compensated based on 100% of the column and step placement applicable at the time of retirement. Retirees shall be eligible for this pay rate for a period of five of the seven years following retirement. Thereafter, retirees will be paid at the regular part-time rate.
2. It is understood that faculty members who retired between June 30, 1992, and June 30, 1997, will be offered post retirement employment at the sole discretion of the District, unless they are covered by a retirement incentive agreement that provides otherwise.
3. Pay adjustments in the years following retirement shall be made on the same basis as the pay adjustment for faculty who retired between January 1, 1991 and August 26, 1991.³
4. Annual earnings may not exceed the current STRS maximum.
5. If the State modifies the current 75/25 faculty ratio calculations in a manner that affects the District's ability to treat hours worked under this agreement as full-time faculty hours, this agreement clause may be opened for renegotiation.

³ Post Retirement Part-time Pay Calculation Examples

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

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

ARTICLE 30 : PART-TIME TEMPORARY INSTRUCTORS

Information on benefits and assignment.

A. Working Conditions

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

B. Salary

Including, but not limited to, relevant provision 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 they are 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

F. Letters of Assignment

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

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

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

G. Impact of Full-Time Layoffs

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

H. Part-time Faculty Rehire Preference Pool

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

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

1. **Preferred Hiring Pool:** Part-time faculty in the Preferred Hiring Pool will be given preference in assignment over part-time faculty in the Non-Preferred Hiring Pool. Within the Preferred Hiring Pool, seniority will be considered as specified in #3 below. This policy is in no way meant to modify or change existing PCCD policies and practices in assignment of extra service classes to contract faculty (see Article 18). The Preferred Hiring Pool shall consist of part-time faculty who meet all the following criteria:
 - a. Employed as a part-time faculty member OR Long-Term Substitute (LTS) in the College(s)/Discipline(s) for at least eight of the last twelve semesters, or currently employed part-time faculty who have successfully completed the Peralta Faculty Diversity Internship program.
 - b. Performance Evaluation.
 - 1) The Performance Evaluation shall follow all guidelines outlined in Part Two of the Faculty Evaluation Handbook with the rating provided on the summary form. A "surpasses requirements" performance evaluation⁴ or better shall be required for initial entry into the Preferred Hiring Pool for a given discipline.
 - 2) Faculty who teach in multiple disciplines must be evaluated in each discipline for entry into the Preferred Hiring Pool for that discipline. In cases where a single department chair oversees multiple disciplines, the faculty member and department chair can agree to use a single evaluation for multiple disciplines

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

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

using the approved form (Placement in Preferred Hiring Pool for Multiple Disciplines). If the evaluation rating is “surpasses requirements” or better and the form is signed, the faculty member will be placed into the Preferred Hiring Pool for all approved disciplines.

- 3) Once in the Preferred Hiring Pool, a "surpasses" performance evaluation or better shall be required for an instructor to remain in the Preferred Hiring Pool.
- 4) Once in the Preferred Hiring Pool, a faculty member who receives a "Meets Standards" rating can request a second evaluation for the following semester. The faculty member will stay in the Preferred Hiring Pool until the second evaluation is completed.
 - (a) An improvement plan will be developed by the responsible Dean, in collaboration with the department chair before the end of the semester in which the first evaluation occurs. The terms of that improvement plan will need to be met the following semester as part of the second evaluation.
 - (b) "Improvement Plan" guidelines and timeline should use tenure track language modified to fit part-time evaluation process and schedule.

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

- a. If part-time faculty positions are open but there are no available qualified individuals in the discipline from the Preferred Hiring Pool, the Division Dean or designee shall consider faculty members currently employed in the department discipline or at another college in the District who are not in the Preferred Hiring Pool. The Dean or designee may also contact the Office of Human Resources regarding selected outside discipline candidates who are currently in the central District database, screen candidate materials for desirable skills and attributes, and interview candidates prior to making a recommendation for employment.
- b. Faculty assignments shall comply with Article 18-A-12.

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

- a. When assignments are made, the part-time faculty members' availability and preference will be considered. Such availability and preference is to be provided to the VPI (or designee) by December 15 for the following fall semester and by May 15 for the following spring semester using the agreed upon preference form.
- b. If all faculty in the Preferred Hiring Pool are assigned their base load, additional classes may be assigned to either part-time faculty in the Preferred Hiring Pool or to part-time faculty not in the Preferred Hiring Pool irrespective of seniority.
- c. If there are not enough scheduled classes available for an upcoming semester (in a particular department in a college) to allow all part-time faculty in the Preferred

- d. Hiring Pool to be assigned their base load, classes will be assigned by seniority up to base load for each faculty on the list starting with the most senior faculty member until all classes have been assigned.

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

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

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

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

- f. Seniority in a department shall be based on the date of hire in that department in that college. Any ties shall be broken by lottery, at which the faculty involved and a PFT representative shall be present. In cases where the hire date is prior to 2008 and the college/department hire date is unavailable, seniority shall be based on the initial hire date within the district.
- g. Reset of Seniority Date Within Rehire Pool

Except for protected leaves (See Article 26 CBA, state and federal laws), any voluntary (declined assignment and resignation) and continuous break in service of 2 years (4 semesters) or more shall reset the seniority hire date to the date when the faculty member is reemployed at the college in a discipline.

4. Lottery System (also see Faculty Evaluation Handbook “Lottery Pool System”)

- a. When it is necessary to choose an evaluator by lottery, the lottery process shall be started by the Dean during or before the 6th week of the semester. The Dean shall notify the college PFT cochairs, the Academic Senate President, the college Vice President of Instruction and the faculty evaluatee for whom the lottery is being held that a Lottery pool will be created, and a Lottery drawing will take place. The Dean shall further notify all parties of the actual lottery drawing at least 5 business days in advance, so that they may observe the drawing if they choose to do so.
- b. When it is necessary to choose an evaluator by lottery, the College Academic Senate President, one PFT Chapter Co-Chair (designated by the PFT Chapter Co-

Chairs), and the college Vice President of Instruction shall jointly assign eligible faculty members to a Lottery pool consisting of at least 4 individuals. Faculty in the Lottery should be in the same or related disciplines. The Lottery pool shall consist of:

- 1) Contract faculty in the same or related disciplines who have not been assigned three evaluations during that academic year. An evaluator who was "challenged" by that evaluatee or an evaluator who did the 'first evaluation' on that evaluatee (specified in parts 3B or 3G of January 2009 agreement) shall not be included.
- 2) Contract faculty in the same or related disciplines who have already been assigned three evaluations during this academic year and have agreed to be included in the Lottery pool.
- 3) Currently employed part-time faculty may also be added to the Lottery pool if they agree to be included and if the Dean and Dept. Chair both concur. If a part-time faculty member or a contract faculty member already doing 3 evaluations in the academic year is chosen to do the lottery evaluation, the faculty member shall be paid a \$100 stipend.

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

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

- a. Permanent removal from the Preferred Hiring Pool shall result pursuant to Educational Code 87665.
- b. A sustained complaint concerning harassment or discrimination only, the outcome of which did not rise to the level of suspension or dismissal pursuant to the Education Code. A sustained complaint implies a thorough investigation (refer to Investigation Article of CBA) was carried out and the faculty member in question was accorded due process as per the Ed Code and CBA, including any side letters.
A sustained complaint is a complaint which, after a fact-based investigation, is found to be supported by the preponderance of the evidence standard. The District's investigation finding is not subject to the grievance process.

- 1) Process for request for reinstatement from removal due to sustained complaint concerning harassment or discrimination only:
A part-time faculty member who is removed from the Preferred Hiring Pool due to a sustained complaint of harassment or discrimination may submit a request to the College President to be reinstated to the Preferred Hiring Pool after one academic year, if all of the following conditions are met:
 - a) The faculty member has not engaged in any of the conduct described above during the one-year period, and
 - b) The faculty member is evaluated during the one-year period, and receives at least a "surpasses requirements" rating and
 - c) The faculty shall be required to attend, and successfully complete harassment or discrimination awareness training provided by the District.

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

- c. Failure to turn in census rosters, attendance rosters, or grade rosters by the deadline provided by the district, given sufficient notification and at no fault of the district offices/administration.
 - 1) Sufficient notification shall be defined as at least one email to the faculty member via PCCD email account within two days of the roster becoming available on the Faculty Center.
 - 2) Process for removal due to failure to turn in records in a timely manner:
 - a) After two consecutive semesters of failure to turn in rosters in a timely manner, a faculty member in the part-time hiring pool may be recommended for removal from the Preferred Hiring Pool.
 - b) A three-person committee shall be formed to consider the recommendation to remove due to failure to turn in rosters.
 - c) The committee shall be made up of the Vice President of Instruction (or designee), the Academic Senate President (or designee), and a Department chair (or designee).
 - d) The committee shall review all faculty records to ensure that all faculty who have not met the obligation are treated fairly.
 - e) The committee shall allow the faculty member and the Dean a minimum of two weeks during the regular semester to provide supporting documents for review, before a decision is made on the case.
 - f) If the committee does not meet according to the established guidelines (outlined below), then the faculty member shall remain in the Preferred Hiring Pool.
 - g) Committee timelines are as follows:
 - (1) The Vice President of Instruction (or designee) shall send written notification of the committee meeting within two weeks of the start of the semester following the failure to turn appropriate documentation in to the district.
 - (2) The notification will provide at least two weeks' notice to the faculty member to prepare for the meeting.
 - (3) The committee meeting will occur by the 6th week of the semester.
 - (4) The decision of the committee shall be by majority vote and shall be made by the 8th week of the semester.
 - h) Supporting documents presented to this committee may include:
 - (1) Notifications to the faculty regarding due dates for the submission of census roster, attendance roster or grade roster, and regarding the submission process.
 - (2) Notifications to the faculty that a document was not received by the due date.
 - (3) Instructions to the faculty on how to turn in the documents after missing the due date.

- (4) Requests to the Dept. Chair to contact the faculty using the faculty's home phone or non-Peralta email regarding turning in the documents
 - (5) Evidence presented by the faculty member that they tried to turn the documents in, but problems with the District's Information Technology system (or Admissions and Records system) prevented the District from receiving the documents.
 - (6) Extenuating circumstances which may have prevented the faculty member from receiving emails, instructions, or notices; or which may have prevented the faculty member from acting on notices that were received.
 - (7) Evidence submitted by other faculty in the department regarding the process of notification of these events.
 - (8) Evidence submitted by any Peralta faculty regarding problems with Peralta's Information Technology system and Admissions and Records system in regard to submitting census rosters, attendance rosters and grade rosters.
 - (9) Supporting documents may be submitted to the committee in person, in writing, or via email.
- i) The decision of the committee is not grievable but violations of the process described in this article are.

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

- 1) A part-time faculty member who is removed from the Rehire Preference Pool due to failure to turn in rosters may submit a request to be reinstated to the Vice President of Instruction.
- 2) Requests must be made no later than the end of the third full week of the fall/spring term following at least two consecutive semesters in which roster submission timelines were met. The request will automatically be approved upon validation of the roster submissions.

6. Program Operational Components:

a. Electronic List

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

Human Resources will update the list as required. Designated individuals shall have query access to view the list (view sorts by College or District-wide) by discipline from their desktop. Part-time employees shall have computer access to their individual information.

The electronic list shall include contact information, each discipline for which minimum qualifications have been met, confirmation of receipt of required

performance evaluation received in Human Resources, base load (see #c below), confirmation of the most recent District semesters worked, and the discipline of service. The data shall not include reference to gender, ethnicity, age, ability, or other category as protected by Equal Employment Opportunity law.

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

b. Assignment

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

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

c. Base Load

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

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

d. Emergency Hires

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

due to increased enrollment demands.

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

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

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

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

e. Bumping Rights

Members of the Preferred Hiring Pool will not have the right to bump from an assignment of another Part-time Faculty member.

ARTICLE 31 : SUMMER SESSION AND INTERSESSION

Faculty selection.

A. Definitions:

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

B. Selection of Faculty for summer session

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

1. Regular or probationary faculty members at the college who were not employed during the preceding summer session;
2. Regular or probationary faculty members at the college who were employed during the preceding summer session;
3. Part-time temporary faculty members who were employed by the college during the preceding academic year;
4. All others.

If a faculty member is not selected in the above order, the College President, upon request of the faculty member, shall provide the person with a written statement explaining the reason(s) why they were not selected. If the College President complies with the faculty member's request for a written statement, the provisions of this subsection B are not grievable.

C. Summer Session equated hour limit.

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

D. Selection of Faculty for Intersession assignments

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

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

If a faculty member is not selected in the above order, the College President, upon request of the faculty member, shall provide the person with a written statement explaining the reason(s) why they were not selected. If the College President complies with the faculty member's request for a written statement, the provisions of this subsection are not grievable.

E. Intersession assignments

1. Intersession assignments by hourly faculty shall not count towards the maximum (.6) load specified in Ed Code 87474(a) (2) and 87482.5, as it pertains to requiring the offer of a contract position to an hourly faculty member.
 2. Intersession assignments worked by hourly faculty will count towards time worked (for advancement on the salary schedule)
 3. Intersession assignment will add to sick leave accumulated (and will count towards STRS or other retirement, in any way allowed by law) \
 4. Intersession assignments can be banked and/or part of load for regular or probationary faculty, with mutual agreement of their Dean.
 5. Intersession assignments can be used to qualify hourly faculty for 50/50 health plan.
- F. All other provisions of the PFT/PCCD contract shall be applied to summer school and intersession faculty.

ARTICLE 32 : VOLUNTARY SICK LEAVE CONTRIBUTION

Catastrophic illness contribution.

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 they have exhausted all of their sick leave and other paid time off (Ed. Code 87045 a 1). The Program shall be administered according to the provisions below.

A. 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.

B. 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.

C. 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 their 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.

D. Request Procedures

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

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

ARTICLE 33 : DISTANCE EDUCATION

Information on online courses.

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 they remain in good standing. This right is contingent on adequate enrollment.

4. Copyright on Distance Education Material
5. The copyright on all course materials developed by a faculty member for use in District Education, including specific distance education classes, shall belong 100% to that faculty member, unless a separate agreement is negotiated (see section c below). The District shall not utilize such material in any way without written permission from that faculty member.
 - a. This copyright section does not apply to course outlines and other materials (such as catalogue descriptions) submitted to the District specifically for accreditation or publicity.
 - b. The District and faculty may, in lieu of 4.a. above, execute a separate agreement where the member is commissioned or engaged, at their discretion, to develop materials for a specific Distance Education Course, in which case the terms of that agreement shall prevail. The agreement must be on the “District Ownership of On-line and Web Based Material” Form (see Appendix).

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.

F. Online Class Size

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

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

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

G. Evaluation of Faculty Assigned to Teach Distance Learning Courses

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

1. In any situation where an instructor can be evaluated in either a classroom setting or on-line, the instructor shall be evaluated in a classroom setting.
2. In circumstances where evaluations of on-line classes must be conducted to comply with Education Codes:
 - a. Student evaluations shall be conducted on the web, using identical questions to those in the currently approved student evaluation form.
 - b. The Faculty Evaluator and Evaluatee shall make a good faith effort to agree on a classroom observation plan which will allow the Evaluator to fill out the current Classroom Evaluation for the on-line class and follow, as best they can, the current evaluation procedures. This shall include a pre-evaluation meeting, an evaluation, and a post-evaluation meeting. These meetings may be conducted on-line. The Evaluator will spend at least one hour observing the on-line class, but is not limited to one hour.
 - c. Deans and Department Chairs will make a good faith effort to ensure that evaluators of on-line classes have experience in on-line instruction.
3. Beginning in Fall 2009, the PFT and PCCD will work together on a pilot project to evaluate the use of web-based student evaluations for regular classes. For the purpose of this project, web-based student evaluations shall only be used in evaluation of tenured faculty, if both evaluator and the instructor being evaluated agree to participate.

H. Educational Technology Committee

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

ARTICLE 34 : USE OF CAMERAS IN CLASSROOMS

A. Introduction

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

B. Terms and Conditions

1. Whenever the District is permitted to make recordings, it shall make only video recordings, not audio recordings.
2. Recordings will be maintained for no more than thirty (30) days, after which time they will be recorded over or destroyed, except when allowed to be retained beyond the time period by mutual written agreement of the PFT and PCCD.
3. If a faculty member has been recorded while performing their work in violation of the terms of this Agreement, the District shall promptly destroy any recording made (with the exception of the recording of criminal activity) if demanded by the PFT President and the faculty employee after reviewing the video.
4. Should the District administrator-in-charge, or the VPI's, or any other college or district

administrator become aware that any faculty member has been recorded in the faculty member's classroom while teaching, the PFT President and the teacher will be notified within 48 hours.

5. The recording of any and all faculty members shall not be used to discipline or evaluate any faculty, except in cases of alleged criminal activity and/or criminal investigation where the faculty member is either the victim or alleged perpetrator. Prior to viewing video recordings for any actual or potential criminal investigation or activity, the PFT President shall be notified of the District's intent 72 hours before viewing, except in cases of immediate potential bodily injury.
6. PFT will have the right of access, upon reasonable request, to any recording and monitoring areas or other areas which contain cameras, or which are within the view of cameras. These rights include the rights to walk through such areas upon giving reasonable notice. In addition, the PFT President shall be notified and promptly allowed to view any recordings made of faculty in their classrooms. Upon request, PFT shall be provided a copy of faculty recording(s).
7. District video recording of classrooms that are permissible by this Agreement shall be set and limited to the hours between 11:30 p.m. until 5:00 a.m. and will cease at 5:01 a.m. each day. Unless otherwise agreed to in writing by the PFT and the PCCD, no recording will begin earlier than 1.5 hours after the last evening class in the District ends, or 1.0 hours before the first morning class in the district begins⁵.
8. The District shall notify and negotiate with PFT before it purchases and places any additional cameras in new, existing, or additional classrooms; the District will notify PFT before it replaces and/or upgrades cameras in new, existing, and additional classrooms; all new, additional, and upgraded cameras will have a signaling device that indicates to a normal viewer if and when they are recording.
9. If any District administrator, whether employed at the District Office or at the colleges, is charged with willful violation any of the provisions in these letters of agreement, the District, upon receipt of a complaint, will take the appropriate action at the discretion of the Chancellor.
10. Police monitoring of the security recordings will be done under the full and complete authority of the Chancellor, who may designate administrative oversight to the Associate Vice Chancellor of Information Technology or the Chancellor's designee. See attached agreement between Alameda County Sheriff's Department and the PCCD.
11. Recording cameras in the Smart Classrooms will be programmed to emit an easily seen flashing red light visible from every location in the classroom to indicate when the camera is recording.
12. Legacy and non-Legacy cameras are not programmable and contain no warning light. When the Legacy and non-Legacy cameras are replaced, they will be replaced with cameras or other recording devices that are programmable to have a clear, visible, flashing warning light or some other visible warning to indicate the cameras are recording.

⁵ See PFT President for additional information.

13. The Associate Vice Chancellor of Information Technology or their designee will send the attached verification form to each college VPI every semester, intersession, and summer school to verify the hours the cameras will be recording and to obtain written verification from the VPIs that the colleges have scheduled all classes to end at least one hour before the recordings begin and have scheduled all classes to begin at least one hour after the recordings have ended. The PFT President will receive a copy of all of the verification forms. (See attached form)
14. The Associate Vice Chancellor of Information Technology or their designee will also be responsible for calibrating the clocks at the district office, the four colleges, and for the computer system.
15. Within twelve months of the signing of this Letter of Agreement, PCCD will notify the PFT President about the status of the transition of the camera surveillance system from being overseen and operated by an outside consultant to being fully overseen and operated by the PCCD administration.
16. A faculty member may request the District to record one or more of their classes for good cause. Good cause shall consist of the faculty member's fear of misconduct or threatening behavior for which a recording might provide disincentive and/or evidence. The faculty member shall submit a request on an agreed-upon form. A copy of the form shall be given to the PFT within 48 hours of receipt of the form. The PFT, District, and faculty member shall meet to agree upon the terms of recording, including storage, access, use, beginning and ending dates, etc. No recording will be permitted unless all three parties (PFT, PCCD, and faculty member) sign a MOU regarding terms and conditions. (See attached form)
17. Either party may re-open this article.

