

PREAMBLE

This is an Agreement made and entered into this ___ day of _____, between the MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District," and the MONTEREY PENINSULA COLLEGE TEACHER'S ASSOCIATION (MPCTA)/CTA/NEA, hereinafter referred to as the "Association." This Agreement is entered into pursuant to Sections 3540 et seq. of the Government Code of the State of California. The term "Agreement" hereinafter shall mean this entire document, including Exhibits. This Agreement shall be effective July 1, 2017 unless otherwise indicated.

ARTICLE 4 – ASSOCIATION RIGHTS

4.1 Access to Members

Representatives of the Association shall have the right of access at reasonable times to areas in which employees work, provided such activity does not disrupt the College's operations.

4.1.1 Definition of Reasonable Times

Representatives of the Association may engage in legal organizational activities involving direct contact with teaching and non-teaching unit members when such unit members are not engaged in teaching, counseling, holding scheduled office hours, or participating in other District approved or assigned activity.

4.2 Access to Bulletin Boards

The Association may use bulletin boards designated by the district in consultation with the appropriate department and/or division chairs, in all division offices, the administration building, the printing center, LTC faculty lounge, and the offices at the Marina Education Center and Seaside Public Safety Training Center. Requests for bulletin boards in other places are to be made to the Vice President for Administrative Services for administrative consideration.

4.3 Access to Equipment

The Association may use District owned duplicating machines on a fair share cost basis in order to prepare documents used exclusively at the table in negotiating with the Governing Board representatives so long as the use is in accordance with college procedures and does not conflict with instructional support users.

4.4 Furnishing of Information

Information which is readily available to the general public shall be furnished to the Association upon request. The District may charge for the cost of reproduction and materials necessary to furnish the requested information, but the District shall have no obligation to provide information in a format other than the format that is readily available.

Upon request, the names and addresses of unit members shall be released to the Association at the beginning of each academic year and upon request periodic updates. Telephone numbers will be included for those employees who authorize their release. These names and addresses shall be used by the Association only for those activities required for exercise of its responsibility as an exclusive representative.

4.5 Faculty Status

Nothing in the implementation of AB 1725 shall deprive faculty members or the Association of their status or their rights under Section 3540-3549 of the Government Code. Faculty members who are primarily engaged in faculty or other bargaining unit duties and who perform "supervisory" or "management" duties incidental to their performance of primary professional duties shall not be deemed supervisory or managerial employees as those terms are defined in Section 3540.1 of the Government Code, because of those duties. These duties include, but are not limited to, serving on hiring, selection, promotion, evaluation, budget development, and equal employment

opportunity committees, and making effective recommendations in connection with these activities. Those employees whose duties are substantially similar to those of their fellow faculty members shall not be considered supervisory or management employees.

4.6 Association Office

The District shall provide the Association with an office on the Monterey campus.

ARTICLE 6 - GRIEVANCE PROCEDURE

This Article is intended to promote the early identification, review, and resolution of grievances at the lowest levels possible.

6.1 Definitions

6.1.1 Grievance

A "grievance" is an allegation that the specific provisions of this Agreement have been misinterpreted, misapplied, or violated.

6.1.2 Complaint

A "complaint" is an allegation made by an employee that he/she has been adversely affected in an employer-employee matter relating to policies, procedures and administrative guidelines not within the provisions of this Agreement or federal, state or local statutes, regulations or mandates, and shall be processed under the provisions of Article 7.

6.1.3 Grievant

A "grievant" is any unit member or the Association adversely affected by an alleged violation of the specific provisions of this Agreement. Unless the Association is grieving Articles 3, 4, or 5 of this Agreement, the Association shall name a grievant for each grievance filed.

6.1.4 Day

A "day" for purposes of this Article is any day in which the District administrative offices are open for business, exclusive of Saturdays, Sundays, and holidays. If an event giving rise to a grievance occurs during a unit member's program breaks, vacation, or recess, other than a long term leave of absence, a unit member shall file the grievance according to the ten (10) working day schedule set forth in Section 6.5.1.1; however, the District and the unit member may mutually agree to a delay in processing. The agreement shall be in writing.

6.1.5 Immediate Supervisor

The "immediate supervisor" for the purpose of this section is the first level administrator who has been designated to adjust grievances and who has immediate jurisdiction over the grievant. A supervisor for the purpose of this provision is defined as any employee, regardless of job description, having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to and direct them, or to adjust their grievances, or effectively recommend such action, if, in connection with the foregoing functions, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

6.2 General Provisions

6.2.1 Representation

Each party upon request may be accompanied by a representative at each stage of the grievance procedure.

6.2.2 Confidentiality

During the processing of a grievance, every reasonable effort shall be made by the grievant, the Association, and the District to maintain confidentiality.

6.2.3 Records

All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and maintained in the Office of Human Resources. This file shall be available for inspection only on the basis of legitimate need. A grievance record/log shall be maintained of the persons having access, the nature of the need, and the purpose for which the information is to be used. All records used in the grievance procedure which may have derived from personnel, evaluation, or other files maintained by the District, shall be returned to those files without indication that they have been used in the grievance procedure.

6.2.4 Appearances at Grievance Processing

When it is necessary for a unit member to appear at a grievance meeting or hearing as a grievant or witness during the teaching day, the unit member shall, upon notice to the appropriate immediate supervisor, be released without loss of pay to participate in the activities. Reasonable efforts shall be made to schedule meetings at a time that does not conflict with regular duties and obligations.

6.2.5 Conference

Grievants and District representatives, upon request, shall have the right to a conference at each stage of the grievance process.

6.2.6 Resolution of Grievances

Any unit member may at any time present grievances to the District and have such grievances adjusted without the intervention of the Association, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Agreement; provided that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the Association.

6.2.7 Forms

Forms for filing grievances shall be prepared by the District and with the advice of the Association. Such forms shall be reproduced by the District. Grievance forms are attached as Exhibit H.

The originals of all forms completed during the grievance process, as well as of all written communications concerning the grievance, shall be submitted to the

Office of Human Resources. Copies should be provided to the grievant, the appropriate administrator(s), and the Association, as applicable.

6.3 Time Limits

6.3.1 Compliance and Flexibility

With the written consent of both parties, the time limitation for any step may be extended or shortened.

6.3.2 Calculation of Time Limits

Time limits for appeal provided in each stage of the grievance process shall begin the day following receipt of a written decision or appeal by the parties.

6.3.3 Expedited Time Limits

In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the academic year by a temporary employee or by a continuing employee for whom the matter left unresolved until the beginning of the following academic year could result in harm to the grievant, the time limits set forth herein may be reduced so that the procedure can be completed prior to the end of the academic year or the parties shall set a date for completion with ten (10) days following that academic year.

6.3.4 Failure to Meet Timelines

Failure at any step of this procedure to communicate the decision on a grievance by the District within the specified time limits shall permit proceeding to the next step of the procedure within the time allotted had the decision been given. If the grievance is not processed by the grievant or grievants in accordance with the time limits, the decision last made by the District shall be deemed final.

6.3.5 Initiation of Grievances

A grievance must be initiated within ten (10) working days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. In cases of alleged contract violations that have occurred on a repeated and ongoing basis, grievants have not waived their rights to file grievances on current alleged contract violations when they did not file grievances regarding the alleged past violations. A grievance is initiated when a grievant asks the appropriate administrator for an oral conference pursuant to the procedures set forth in Article 6.5.1.1, 6.5.2.1, or 6.5.3.1.

6.4 Exceptional Grievance Procedures

6.4.1 Multiple Grievants

Aggrieved unit members affected by the same issue may consolidate their grievance as long as the District and the Association agree to such consolidation.

6.4.2 Multiple Administrators

If the grievance involves unit employees with different associate deans, deans or supervisors as defined in Section 6.1.5, the grievance shall be filed with each

of those administrators who shall take joint action in accordance with the procedures described in Section 6.6.

6.4.3 Grievances against an Associate Dean, a Dean or a Vice President

In ordinary instances, an oral grievance will be initiated at Level I with the cognizant associate dean, dean, or immediate supervisor who will be the Level I Administrator. If the grievance involves action or inaction by an associate dean, a dean, or supervisor as defined in Section 6.1.5, the grievance shall be presented to the appropriate Vice President at Level II as defined in 6.5. If the grievance involves action or inaction by a vice president, the grievance shall be presented to the Superintendent/President at Level III as defined in 6.5.

6.4.4 Violations of Articles 3, 4, or 5

An allegation by the Association of a violation of Articles 3, 4, or 5 shall be presented to the Superintendent/President at Level III as defined in 6.5.

6.5 Grievance Levels

There are three grievance levels adjudicated by different administrators.

6.5.1 Level I - Informal Conference with Immediate Supervisor

Any unit member who believes they have a grievance may first request an informal conference with their Immediate Supervisor within ten (10) working days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the potential grievance to discuss the potential grievance and attempt to resolve issues. The unit member shall identify the specific provisions of the Agreement that have been misinterpreted, misapplied, or violated.

6.5.1.1 Level I – Formal Written Grievance with Immediate Supervisor

The grievant may present a formal written grievance identifying the specific provisions of the Agreement that have been misinterpreted, misapplied, or violated, ~~as described in Section 6.6.1~~ to an associate dean, a dean, or immediate supervisor as defined in Section 6.1.5, in all cases except those defined in Levels II and III, within ten (10) working days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance or within ten (10) working days after the informal conference with the Immediate Supervisor referenced in Article 6.5.0.

~~Any unit member who believes he or she has a grievance shall first request to present the grievance verbally orally to the appropriate Level I Administrator at an informal conference within ten (10) working days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance.~~ In cases of alleged contract violations that have occurred on a repeated and ongoing basis, grievants have not waived their rights to file grievances on current alleged contract violations when they did not file grievances regarding the alleged past violations.

The Level I Administrator shall hold discussions within ten (10) working days of ~~this receipt of the formal written grievance request~~ and attempt to resolve the matter within five (5) working days after the oral presentation of the grievance. If the Level I Administrator is unavailable, the Superintendent/President shall designate an alternate administrator to handle the informal conference. Within ten (10) working days after receiving the oral presentation of the grievance, the Level I Administrator or designee shall file a written decision to the Level I Grievance with the Office of Human Resources with a copy to the grievant and the Association.

6.5.2 Level II – Formal Written Grievance with Vice President

A Level II grievance is presented in ~~writing, using the grievance appeal form (Exhibit H-2)~~, to the appropriate Vice President in all cases when the grievance involves action or inaction by an associate dean, a dean, or immediate supervisor as defined in Section 6.1.5., and ~~an oral presentation of the Level I - Formal Written Grievance with Immediate Supervisor grievance to that individual~~ has ~~occurred-concluded~~.

6.5.2.1 Written Presentation at Level II

~~Upon the conclusion of the oral presentation process outlined in 6.5.1.1., The grievant may file a written Level II Grievance using on the grievance appeal form (Exhibit H-2) to the Office of Human Resources, with a copy to the Level I Administrator and the Association.~~

6.5.2.2 The Level II Decision

Within 10 working days after receiving the written grievance, the Level II Administrator may hold a conference with the grievant at the administrator's discretion. Within ten (10) working days after this conference (if held) or after receiving the Level II Grievance (if no conference is held), the Level II Administrator shall file a written decision to the Level II Grievance with the Office of Human Resources, with a copy to the grievant and the Association.

6.5.3. Level III

A Level III grievance is presented to the superintendent/president in all cases when the grievance involves action or inaction by a vice-president or when violations of Articles 3, 4, or 5 are alleged to have occurred, or if a grievance remains unresolved through Level I and II procedures.

6.5.3.1 Oral Presentation at Level III

If a grievance is initiated at Level III, the grievant shall follow the oral presentation procedure set forth in Article 6.5.1.1 and the "appropriate administrator" shall be the Superintendent/President or the Superintendent/President's designee ("Level III Administrator").

6.5.3.2 Written Presentation at Level III

Upon exhaustion of Article 6.5.1.1 (if required) or within fifteen (15) working days after receipt of the written decision at Level II, the grievant may file a Level III

Grievance on the grievance appeal form (Exhibit H-2) to the Office of the Superintendent/President, with a copy to the Office of Human Resources, the administrator with whom the initial oral presentation was conducted, and the Association.

6.5.3.3 The Level III Decision

The Level III Administrator may hold a conference with the grievant at the administrator's discretion. Within ten (10) working days after this conference (if held) or after receiving the grievance appeal, the Level III Administrator shall file a written decision to the Level III Grievance with the Office of Human Resources, with a copy to the grievant and the Association.

6.6. Mediation

6.6.1 Written Request for Mediation

If the grievant is not satisfied with the final decision made by the Superintendent/President, the grievant may within fifteen (15) days of the receipt of the final decision submit a request in writing to the District and Association for mediation of the dispute. Within fifteen (15) days of the grievant's receipt of the final decision from the Superintendent/President, the Association shall inform the district of its intent as to whether or not the grievance will be mediated. The Association and the District shall attempt to agree upon a mediator. If no agreement can be reached, they shall request a mediator from the State Mediation and Conciliation Service.

6.6.2 Mediation Schedule

The mediator will, as soon as possible, schedule dates with the District and the Association to mediate the grievance. The grievant must be represented by the Association in the mediation and may participate in the mediation if he/she wishes. The District, the Association, and the grievant, if a participant, shall work with the mediator to attempt to reach agreement on a resolution of the grievance. If the grievant is not a participant, it is the responsibility of the Association to communicate the results of the mediation to the grievant within ten (10) days.

All costs of the mediation shall be shared equally by the District and the Association. All other costs shall be borne by the party incurring those costs.

6.7 Binding Arbitration

6.7.1 Written Request for Arbitration

If the parties cannot reach agreement on the resolution of the grievance through mediation, within twenty (20) days of the grievant's receipt of the mediation results, the Association shall inform the District of its intent as to whether or not the grievance will be arbitrated. The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall

request that the State Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances in community colleges. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

6.7.2 Arbitration Schedule

The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If either party so requests, the arbitrators shall specifically rule upon the arbitrability of issues. If the parties cannot agree upon a statement of issues, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

6.7.3 The Arbitrator's Jurisdiction and Authority

The District and the Association agree that the jurisdiction and authority of the arbitrator so selected and the award the arbitrator renders will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The Arbitrator shall be without power or authority to make any decision that requires the District or the administration to do an act prohibited by law.

6.7.3.1 The Arbitrator's Findings

After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his or her findings and award.

6.7.3.2 The Arbitrator's Award

The award of the arbitrator shall be final and binding.

6.7.3.3 The Arbitrator's Fees and Expenses

The fees and expenses of the arbitrator shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree. If the arbitrator requests a court reporter, the costs shall be shared by both parties.

6.7.3.4 Waiver of Rights by Grievant

By filing a grievance and processing it to arbitration, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this

grievance/mediation/arbitration procedure. The processing of a grievance to arbitration shall constitute an express election on the part of the grievant that the grievance/mediation/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

ARTICLE 8 - LEAVES

8.1 Sick Leave

8.1.1 Entitlement

8.1.1.1 Contractual Employees

Full time ~~personnel paid on a contractual~~ faculty working a standard 175.5 day contract basis shall be entitled to ten (10) days of paid sick leave each academic year. ~~In addition to this annual entitlement, employees~~ Full-time faculty working an extended year calendars shall earn sick leave at the rate of .25 day for each additional week of paid service beyond 175.5 days. Part time contractual employees shall be entitled to sick leave as their assignment relates proportionately to that of a full-time employee for a full academic year. For example, a part-time contractual faculty with a 60% academic year assignment ~~for such employees~~ shall yield be entitled to six (6) days sick leave; a part-time contractual faculty with a 60% one-semester assignment shall yield be entitled to three (3) days sick leave.

8.1.1.2 Non-Contractual Employees

Personnel employed on a non-contractual hourly basis shall be entitled to paid sick leave as their assignment relates proportionally to that of a full-time employee of 8.1.1.1 at the rate of one hour for every eighteen (18) hours of paid certificated service. ~~as entitlement for those employees hired in their first semester of such temporary service after August 17, 1981. All leave accumulated under previous formula up to and including August 16, 1981, shall be fully credited and carried forward.~~

8.1.1.3 Availability of Entitlement

The full amount of leave to which an employee would be entitled for any employment period shall be available on the first day of that period. A non-contractual hourly employee shall have available the full amount of entitlement for that employment period after the first day of services; however, the class or classes to which such entitlement applies shall be only those classes which are maintained for that employment period without cancellation. In the event that a non-contractual employee does not have enough accumulated sick leave to cover an initial absence during any employment period, no deduction shall be made for that initial absence. If, in any given period of employment, the continuing non-contract, hourly employee desires to exceed the available leave for that period of employment, he or she may petition the ~~Associate Dean of~~ Chief Human Resources Officer to advance the required leave time based upon a positive showing by the employee that he or she has sufficient accrued sick leave and expected employment for the next period of

employment. Any such advance will not exceed the amount expected to be earnable in the succeeding period of employment.

8.1.1.4 California Paid Sick Leave

The intent of this article is to meet the criteria to be exempt from the California Paid Sick Leave Law (AB 1522).

8.1.1.5 "Family Member" Defined

Unless otherwise stated, the term "family member" and references to family members in this Article shall mean:

- a. The employee's spouse or registered domestic partner.
- b. The parent, child, son-in-law or daughter-in-law of the employee or the employee's spouse or registered domestic partner.
 - i. "Parent" means a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis to the employee when he/she was a minor child.
 - ii. "Child" means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of the child's age or dependency status.
- c. The grandparent, grandchild, or sibling of the employee or the employee's spouse or registered domestic partner.
- d. Any relative living in the immediate household of the employee.

8.1.2 Accrual

Unused sick leave shall accrue from employment period to employment period. However, sick leave accrued while paid on a contractual basis shall be used for contractual service and hourly sick leave shall be limited to application toward hourly service.

8.1.3 Written Statement

~~By October 1 of each year, the District shall provide each employee with a written statement of his or her accrued sick leave total to include a designation of any accrued sick leave for hourly unit work and the employee's sick leave entitlement for the employment period.~~ (NOTE: This is included on employee paychecks).

8.1.4 Method of Charging Sick Leave/Personal Leave Against the Accrued Total

For full time faculty members, deduction for sick leave will equal the proportion of the total hours assigned for a full week that is determined by comparing the hours missed with the total week's assignment including office hours. For part-time contractual and non-contractual hourly employees, the amount charged shall be in direct proportion to the method of accrual.

8.1.5 Verification

The employee's signature on forms provided by the District shall be the method for verification of sick leave. For employees whose absence is five (5) days or more, the District may require a physician's certification or other proof of illness before allowing payment for absence due to illness, accident, or quarantine. Additionally, it shall be the prerogative of the District to require verification of an absence of less than five (5) days if the District has reason to believe that the absence may not have been used for proper illness/ accident leave purposes.

8.1.6 Transfer of Unused Sick Leave

Upon written certification by the former school district, unused sick leave to which an employee is entitled shall be transferred to the District. Such transfer shall be restricted to those employees whose service with the District began on or after September 1, 1965, and began not more than one (1) year after terminating service in another California school district where they had served for not less than one (1) school year.

8.1.7 Compensation

Absence covered by accumulated sick leave shall be at the existing pay rate on the appropriate salary schedule.

8.1.8 Extended Illness

Extended sick leave not to exceed five (5) school months (e.g., 100 work days) shall be provided when all accrued sick leave has been used and additional absence is necessary. The five (5) school month period shall commence following expiration of the use of the sick leave to which the employee is entitled for that employment period. Extended illness benefits shall be discontinued when employment is terminated or at the end of the employment period of temporary employees, from date of employment through termination, and shall not exclude scheduled breaks within a semester or between semester of any one academic year if employment is continued.

8.1.8.1 Compensation

Compensation for such leave shall be that amount of pay equal to the difference between the employee's pay and the substitute rate of pay, whether a substitute is hired or not, except as provided in 8.1.8.2.

8.1.8.2 50% Compensation

The compensation for this period of absence shall not be less than fifty (50) percent of the employee's regular salary.

8.1.9 Notification

The employee shall notify the division chairperson or other appropriate person (equivalent of division chairperson, or immediate supervisor or manager where no division chairperson or equivalent exists) of his or her absence due to illness within a suitably reasonable time (normally at least two (2) hours prior to assignment) prior to his or her institutional assignment. Such notification can be accomplished by telephone, message, or letter.

8.1.9.1 Substitutes

The division chairperson or immediate supervisor ~~other appropriate person~~ shall be responsible for attempting to secure a qualified substitute who, upon approval of the Dean assigned to the area, will ~~to~~ meet and conduct the class/classes.

8.1.9.2 Requirement for Compensation

In order to receive compensation while absent on sick leave, an employee must provide notification of his or her absence in accordance with the stated procedure.

8.1.10 Positive Attendance Course Sick Leave

If class hours missed because of use of sick leave/personal leave are required to be made up because of the nature of the course, the employee so affected shall be compensated for the makeup session at the appropriate rate.

8.1.11 Certification of Leave Taken

At the end of the leave or at the end of each month, the employee shall certify any day or days of sick leave or personal necessity leave taken during that month on a specific leave form provided by the District.

8.2 Catastrophic Leave Program and Donated Leave

8.2.1 Case by Case Basis with Mutual Agreement

On a case-by-case basis with mutual agreement between Monterey Peninsula College Teachers Association and the District, any bargaining unit member may donate accumulated and unused eligible leave credits to another bargaining unit member when that bargaining unit member suffers from a catastrophic illness or injury.

8.2.2 Definitions

8.2.2.1 Catastrophic Illness or Injury

“Catastrophic illness” or injury means an illness that is expected to incapacitate the bargaining unit member for an extended period of time and taking such extended time off from work creates a financial hardship for the bargaining unit member because he or she has exhausted all of his or her accrued paid leave.

8.2.2.2 Day

For purposes of this section, a “day” for Regular Instructors in the Evening (R.I.E.) is equal to 5 hours. For all contractual instructors, regardless of whether they hold partial or full contracts, a “day” is equivalent to an accrued payroll sick leave day.

8.2.2.3 Eligible Leave Credits

“Eligible leave credits” means sick leave accrued to the donating bargaining unit member.

8.2.3 Eligibility

Eligible leave credits may be donated to a bargaining unit member for a catastrophic illness or injury if all of the following requirements are met:

- a) The bargaining unit member who is suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides written verification of catastrophic injury or illness as required by the District and/or Association.
- b) The District and/or Association determines that the bargaining unit member is unable to work due to the bargaining unit member's catastrophic illness or injury.
- c) The bargaining unit member has exhausted all accrued paid leave credits.
- d) The bargaining unit member has not taken any prior catastrophic leave within the ten year period counted backwards from the proposed date for taking catastrophic leave under this section.

8.2.4 Procedure

8.2.4.1 Request in Writing

A bargaining unit member who wishes to receive the catastrophic leave benefit must request in writing to the Association and District that donations of eligible leave credits be solicited on his or her behalf. The request must have attached written verification of the catastrophic injury or illness.

8.2.4.2 Solicitation of Donations

Donations will be solicited by a joint announcement of the Association and District on behalf of a specifically named individual who meets the requirements for this benefit.

8.2.4.3 Donation of Leave Credit

By written notice to the District, any bargaining unit member may donate up to five days of their eligible leave credits. The bargaining unit member must donate a minimum of one day of leave credit. A minimum number of 15 days of accumulated sick leave must be held and subsequently maintained by a bargaining unit member before a donation can be made.

8.2.4.4 Maximum Donated Leave Credits

The maximum amount of time that donated leave credits may be used by the recipient bargaining unit member shall not exceed 180 work days.

8.2.4.5 Irrevocability of Transfer of Leave Credits

All transfers of eligible leave credits shall be irrevocable; if donated leave is not used, it is lost to both donor and donee.

8.2.4.6 Use of Unit Member's Accruing Leave Credits

A bargaining unit member who receives paid leave pursuant to this section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this catastrophic leave benefit.

8.2.4.7 Use of Extended Sick Leave Before or After Catastrophic Leave

The bargaining unit member may choose to use extended sick leave either before or after catastrophic leave. Catastrophic leave cannot be used simultaneously with extended sick leave. Once the choice is made, the chosen leave must be exhausted before the other leave can be utilized.

8.2.4.8 Ten Year Limit

A bargaining unit member may take advantage of this benefit only once every ten years.

8.3 Leave of Absence for Personal Necessity

8.3.1 Annual Entitlement

Effective July 1, 1990, a full-time, contractual unit member shall be entitled to ten (10) days per fiscal year for Personal Necessity Leave without loss of pay. Such leave shall be deducted from accrued sick leave. Personal necessity Leave for part-time contractual employees and non-contractual employees shall be prorated on the basis of the ratios set forth in Section 8.1.

8.3.2 Definition

Personal necessity shall include the following:

8.3.2.1 Death or Serious Illness of Employee's Immediate Family

Death or serious illness of a member of the employee's immediate family (as defined in Article 8.1.1.2), when additional leave is required beyond that provided under Section 8.9 - Bereavement Leave.

8.3.2.2 Accident Involving Person or Property

Accident involving the person or property of the employee or the person or property of a member of the employee's immediate family.

8.3.2.3 Appearance in Court or Any Administrative Tribunal

Appearance in any court or before any administrative tribunal as a litigant, party of witness under subpoena or any order made with jurisdiction. However, if the unit member believes the subpoenaed appearance in court is directly related to the scope of his/her employment, then he/she may contact the Office of Human Resources to request that the appearance not be charged against personal necessity leave. If the District determines that the

appearance is directly related to the unit member's scope of employment, the appearance will be considered a regular duty day if it falls on a day the member is regularly scheduled. If the appearance falls on days that are not regularly scheduled, then those days may be used as Flex Days. If the unit member has already completed his/her contract year (including Flex Days), then the time may be first charged to the following year's, or if necessary, to subsequent years' Flex Time obligation, and second, to any extra duty days requirement. Requests to have an appearance considered within the scope of employment must be made at least five working days in advance of the appearance, or as soon as the subpoena delivery permits. When not using personal necessity leave, compensation received for the court appearance (excluding mileage) must be assigned to the District, and the unit member will record the days of court appearance on the appropriate reporting form.

8.3.2.4 Personal Business

Conduct of any personal business, household or family matter which requires absence of the employee during normal working hours.

8.3.3 Request and Notification

Advance notice of at least twenty four (24) hours shall be made to the division chair or equivalent of the division chair for the use of such leave except for emergencies. Such leave is to be taken from the accumulated sick leave of the employee.

8.3.4 Payment and Written Verification

Payment for such necessity leave shall be made only upon the employee's written notification on the absence form upon return from such leave, indicating that the absence was due to a personal necessity and indicating the nature of such necessity. The authorized leave days will be considered duty days for salary purposes.

8.4 Kin Care Leave (Labor Code 233)

8.4.1 Provisions

California Labor Code allows an employee to use up to one half of his/her annual accrued sick leave for the diagnosis, care, or treatment of an existing health condition, or preventative care of an employee's family member (as defined in Article 8.1.1.2). Such leave shall be deducted from accrued sick leave.

8.4.2 Integration with Personal Necessity Leave

Each day of kin care leave used under this section will first be taken from personal necessity leave up to the maximum available as defined in 8.3.1. However, each such day of kin care leave taken will also reduce the statutory number of days available for kin care as defined in 8.4.1.

If personal necessity leave has been exhausted, but the unit member has not exhausted the amount of kin care leave as defined in 8.4.1, then each day of

kin care leave will be taken from the balance of kin care leave remaining until it is exhausted.

Examples:

Assume that sick leave is 10 days per year, so kin care leave is 5 days per year. Assume that personal necessity leave is 10 days per year, deducted from accrued sick leave:

1. Mona has not taken any personal necessity leave so far this year. In March she needs to take 3 days of kin care leave to look after a sick child. She now has 7 personal necessity days remaining, and 2 days of kin care leave remaining. In June, she takes another 2 days of kin care leave. She now has 5 days of personal necessity leave remaining, but her kin care leave has been exhausted. In November she needs to take 7 days leave to take care of another sick child. Five of these days are taken from personal necessity, exhausting that leave. Her kin care leave is also exhausted, so the remaining 2 days would have to be taken as unpaid leave CFRA/FMLA leave, if available and any days off thereafter to take care of sick family would be unpaid.
2. Jake has exhausted all his personal necessity leave this year due to a lengthy court case he was involved in. He needs to take 7 days off to take care of his sick wife. Five of these days are taken from kin care leave (if Jake has at least two accrued, unused sick days), but the remaining days would have to be taken as unpaid leave.

8.4.3 Request and Notification

Advance notice of at least twenty four (24) hours shall be made to the division chair or equivalent of the division chair for the use of such leave except for emergencies. Such leave is to be taken from the accumulated sick leave of the employee.

8.4.4 Payment and Written Verification

Payment for family medical leave shall be made only upon the employee's written notification on the absence form upon return from such leave, indicating that the absence was due to family medical leave. The authorized leave days will be considered duty days for salary purposes.

8.5 Industrial Accident or Illness Leave

8.5.1 Provisions

An employee who suffers an injury or illness arising out of and in the course and scope of employment shall be entitled to a paid leave from the first day of absence. For temporary employees, this leave shall be from the date of employment through termination and shall not exclude scheduled breaks within a semester or between semesters of any one (1) academic year if employment is continued.

8.5.2 Entitlement

The leave shall not exceed sixty (60) working days in any one (1) fiscal year (July 1 to June 30) for any one (1) illness or injury.

8.5.3 Non-Cumulative

Allowable leave shall not be accumulated from year to year.

8.5.4 Overlap of Leave

If the leave overlaps into the next fiscal year, the employee shall be entitled to only that amount of leave which was not used at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.

8.5.5 Periods of Absence

Allowable periods of absence caused by industrial accident or illness shall not be considered a break in service. During such periods of leave, the employee shall return to the former or comparable position within his or her credentials and qualifications when able to do so except that any employee on leave remains subject to the transfer and reassignment provision of this Agreement.

8.5.6 Compensation

8.5.6.1 During Leave

During the period of the industrial accident or illness leave, the employee shall be paid by the District the regular day's wage, and the employee shall endorse for payment to the District the Workers' Compensation Insurance check. Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation Insurance, exceed the normal wage for the day.

8.5.6.2 Deductions

Normal authorized deductions, including retirement contributions, shall be deducted from the pay warrant issued to the employee on an industrial accident or illness leave.

8.5.6.3 Upon Exhaustion of Leave

If the employee is unable to return to duty after exhausting paid industrial accident or illness leave, the employee shall receive any earned sick leave and extended illness leave benefits. Such leave allowances shall be reduced only in the amount necessary to provide a full day's wages or salary, when added to any wage loss benefit check from Worker's Compensation Insurance. The employee shall continue to endorse the disability check for payment to the District.

8.5.7 Reduction of Entitlement

Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under the Worker's Compensation Insurance.

8.5.8 Permission to Leave the State

During absence due to industrial accident or illness, the employee shall remain in California unless permission to leave the State is obtained from the Superintendent/President or designee.

8.6 Family and Medical Care Leave

In accordance with the Federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), the District will provide family and medical care leave for eligible employees, as defined.

8.6.1 Definitions

8.6.1.1 12 Month Period

12-Month Period - means fiscal year.

8.6.1.2 Child

Child means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes, a biological, adopted, foster or step-child.

8.6.1.3 Serious Health Condition

Serious Health Condition - means an illness, injury impairment, or physical or mental condition that involves:

- a) Any period of incapacity or treatment in connection with a hospital, hospice, or residential medical care facility;
- b) Any period of incapacity requiring absence from work, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider;
- c) Continuing treatment of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or
- d) Prenatal care by a health provider.

8.6.1.4 Continuing Treatment

Continuing Treatment - means:

- a) Two or more visits to a health care provider;
- b) Two or more treatments by a health care practitioner (e.g., physical therapist) on referral from or under the direction of a health care provider; or
- c) A single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider.

8.6.2 Unit Members Eligible for Leave

A unit member is eligible for leave if the unit member has been employed on a full-time basis for at least one (1) contractual year. If employed on a part-time

basis for the prior contractual year, a unit member must also have completed 1,250 hours of service during the twelve months preceding the start of the leave. The 1,250 hour requirement does not apply to parental leave under CFRA.

8.6.3 Reasons for Leave

Leave is only permitted for the following reasons:

- a) The birth of a child or to care for a newborn of a unit member;
- b) The placement of a child with a unit member in connection with the adoption or foster care of a child;
- c) Leave to care for a child, parent or a spouse who has a serious health condition; or
- d) Leave because of a serious health condition that makes the unit member unable to perform the functions of his/her position.

8.6.4 Amount of Leave

Eligible unit members are entitled to a total of 12 workweeks of leave during any fiscal year. A unit member's entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.

8.6.5 Unit Member Benefits While on Leave

Leave under this article is unpaid, except for Parental Leave taken under Article 8.8. In addition, while on leave, unit members will continue to be covered by the District's medical, dental and vision plans. However, unit members will not continue to be covered under life insurance and/or any other non-health benefit plans. Unit members may make the appropriate contributions for continued coverage under the preceding benefit plans by direct payments made to these plans. Unit member contribution rates are subject to any change in rates that occurs while the unit member is on leave.

If a unit member fails to return to work after his/her leave entitlement has been exhausted or expires, the District shall have the right to recover its share of plan premiums for the entire leave period, unless the unit member does not return because of the continuation, recurrence, or onset of a serious health condition which would entitle the unit member to leave. The District shall have the right to recover premiums through deduction from any sums due the District (e.g., unpaid wages, vacation pay, etc.)

8.6.6 Use of Other Accrued Leaves While On Leave

If a unit member uses leave for any reason permitted in Section 8.5.3a-c, he/she must concurrently exhaust all other accrued leaves (except sick leave) in connection with the leave. The exhaustion of other accrued leaves will run concurrently with the leave.

If a unit member requests leave for his/her own serious health condition (8.5.3d), in addition to concurrently exhausting other accrued leaves, the unit member must also concurrently exhaust sick leave.

8.6.7 Medical Certification

Unit members who request leave for their own serious health condition or to care for a child, parent or a spouse who has a serious health condition, must provide written certification from the health care provider of the individual requiring care. If the leave is requested because of the unit member's own serious health condition, the certification must include a statement that the unit member is unable to perform the essential functions of his/her position.

If the District has reason to doubt the validity of a certification, the District may require a medical opinion of a second health care provider chosen by the District. If the second opinion is different from the first, the District may require the opinion of a third provider jointly approved by the District and the unit member. The opinion of the third provider will be binding.

If a unit member requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition, the unit member must provide medical certification that such leave is medically necessary. "Medically Necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

8.6.8 Unit Member Notice of Leave

Although the District recognizes that emergencies arise which may require unit members to request immediate leave, unit members are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days notice is required. In addition, if a unit member knows that he/she will need leave in the future, but does not know the exact date(s) (e.g., for the birth of a child or to take care of a newborn), the unit member shall inform his/her Division Chairperson or Director (who will inform the appropriate administrator) as soon as possible that such leave will be needed. If the administrator determines that a unit member's notice is inadequate or the unit member knew about the requested leave in advance of the request, the administrator may delay the granting of the leave until the district can, in its discretion, adequately cover the position with a substitute.

8.6.9 Reinstatement Upon Return From Leave

Upon expiration of leave, a unit member is entitled to be restored to the position of employment held when the leave commenced, or to an equivalent or comparable position.

As a condition of restoration of a unit member whose leave was due to the unit member's own serious health condition, which made the unit member unable to perform his/her job, the unit member shall obtain and present a fitness-for-duty certification from the health care provider that the unit member is able to resume work. Failure to provide such certification will result in denial of restoration.

8.6.9.1 TLU Carryover for Anticipated Family and Medical Care Leave

A unit member who informs the Office of Human Resources of an anticipated Family and Medical Care leave within two semesters, may have the option to retain three (3) additional TLUs, from an overload or summer assignment, in excess of the limit for TLU carryover established in Article 15. If the additional three (3) TLU's are not used to offset an underload within two semesters, the District shall pay these TLUs in excess of the limit established in Article 15 at the hourly pay scale effective at the time of payment.

8.6.10 Required Forms

Unit members must fill out the following applicable forms in connection with leave under this article:

- a) Request for Family or Medical Leave Form prepared by the District to be eligible for leave;
- b) Medical certification - either for the unit member's own serious health condition or for the serious health condition of a child, parent or spouse;
- c) Authorization for payroll deductions for benefit plan coverage continuation; and
- d) Fitness for duty to return from leave certification.

8.7 Pregnancy Disability Leave

8.7.1 Definition

For the purposes of this section, pregnancy disability leave is defined as illness absence because of pregnancy, miscarriage, abortion, childbirth, and recovery therefrom and shall be considered a temporary disability.

8.7.2 Entitlement

Such leave shall be a paid leave and shall be deducted from accumulated sick leave and if necessary from extended illness leave. The length of the leave, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.

8.7.3 TLU Carryover for Anticipated Pregnancy Disability Leave

A unit member who informs the Office of Human Resources of an anticipated leave within two semesters, may have the option to retain three (3) additional TLUs, from an overload or summer assignment, in excess of the limit for TLU carryover established in Article 15. If an employee anticipates using both Pregnancy Disability Leave and Family and Medical Care Leaves they will be eligible to retain only three (3) additional TLU's rather than the three (3) for each type of leave taken. If the additional three (3) TLU's are not used to offset an underload within two semesters, the District may choose to the excess TLU's at the hourly pay scale effective at the time of payment.

8.8 Parental Leave

8.8.1 Definition

Consistent with CFRA (Govt. Code 12945.2) and Education Code section 87780.1, an eligible employee may take up to twelve workweeks of "Parental Leave" per twelve-month period. Parental Leave may be taken for the birth of a child of the employee or the placement of a child with the employee in connection with the adoption or foster care of the child by the employee. Parental Leave must be taken within twelve months of the birth, adoptions, or fostering of the child. Pursuant to section 87780.1, accumulated sick leave may be used for purposes of Parental Leave and, once all accumulated sick leave is exhausted, the employee will receive differential pay for the remaining portion of the twelve-workweek Parental Leave absence. Parental Leave shall run concurrently with any parental or bonding leave taken pursuant to CFRA such that the aggregate amount of leave taken pursuant to this section, section 87780.1 and CFRA shall not exceed twelve workweeks in a twelve-month period. All requirements of CFRA shall apply to leave taken under this section except that an employee is not required to have 1,250 hours of service with the District during the previous 12-month period in order to take Parental Leave pursuant to this section.

8.8.2 Additional Parental Leave

Additional parental leave may be granted by the Governing board at its discretion as leave without pay.

8.9 Bereavement Leave

8.9.1 Entitlement

Unit members shall be entitled to three (3) days of paid leave if in paid status, or five (5) days if in paid status for travel of 300 miles (one way) or if out of state travel is required for each occurrence on account of the death of any member of the immediate family. This leave shall not be deducted from sick leave.

8.9.1.1 Definition of Immediate Family

"Immediate family" is defined in Article 8.1.1.5.

8.9.1.2 Extended Family Entitlement

Bereavement leave of two (2) days per occurrence shall be granted without loss of pay in the event of the death of a sister-in law or brother-in-law of the employee.

8.10 Jury Leave

8.10.1 Entitlement and Juror's Fees

A leave of absence without loss of salary shall be granted to a unit member who is officially called for jury duty. Juror's fees, exclusive of mileage, received by the unit member shall be submitted to the District. This leave shall not be deducted from any accumulated leave. In the event that an employee is

working for two (2) different employers, each of which requires the submission of juror's fees, the District shall waive that submission upon receipt of proof of payment of such juror's fees to the other employer.

8.11 Military Leave

8.11.1 Provisions

Leave shall be granted for military service in accordance with the provisions of Education Codes 87700, 87832, 87760-87762 and the Military and Veterans Code 395 through 395.4.

8.12 Exchange Teaching Leave

8.12.1 Entitlement

Regular certificated employees may apply for a leave of absence pursuant to Education Code Sections 87422-87424. The leave may be for the length of time permitted by Section 87422.

8.12.2 Request

A request for such leave shall be made in writing to the Superintendent/President a minimum of six (6) months prior to the date of the proposed exchange leave.

8.12.3 Compensation

The employee shall be paid his or her regular salary.

8.12.4 Reinstatement

The employee shall be reinstated in the former, or a comparable position within his or her credentials and qualifications upon return to the District.

8.12.5 Benefits

A unit member on Exchange Teaching Leave shall be entitled to those benefits accorded to other regular certificated employees which can appropriately be integrated with the exchange assignment.

8.13 Conference and Meeting Attendance

8.13.1 Authorization

With the advance approval of the appropriate dean, unit members may attend conferences/meetings.

8.13.2 Purpose of Conference Meeting

When such approved conferences/meetings are identified by the administration as being of direct benefit to the institution, employees shall be permitted to attend at no loss of salary and shall be eligible for full or partial reimbursement of expenses as outlined in Article 22.

8.13.3 Coverage of Classes

During the approved absence of an instructor attending a conference/meeting, classes shall be met and taught by existing contract/regular staff without additional reimbursement. Any exceptions must be authorized in advance by the appropriate dean.

8.13.4 Request Procedure

Requests for approval to attend conferences/ meetings shall be submitted to the appropriate division chairperson at least one (1) week in advance. Chairperson shall forward request with his or her recommendation to the appropriate administrative dean.

8.14 Leave of Absence for Educational Improvement

8.14.1 Authorization

Leaves of absence for educational improvement may be granted by official action of the Governing Board.

8.14.2 Qualifications

Only regular certificated employees are eligible to apply for leaves of absence for educational improvement. After three (3) years of satisfactory service, a temporary unit member who has met professional growth requirements in a continuing program is eligible to apply.

8.14.3 Duration

Leave of absence may be granted for one (1) semester, one (1) full academic year, or for more than one (1) year if it is warranted.

8.14.4 Purposes

The applicant shall submit a letter to the President/ Superintendent stating the program that he or she proposes to follow while on leave to meet the purposes of the leave. The employee may accept a fellowship or grant-in-aid designed to promote the accomplishment of the purpose of the leave. Leaves for educational improvement may be for.

8.14.4.1 Study in Residence at an Accredited University or College

The course work must be planned to achieve some goal which has been approved by the Superintendent/President.

8.14.4.2 Study on a Special Project or Research Problem

Such a program may be substituted for the unit requirements of in-residence study if approved in advance by the appropriate dean and the Superintendent/President.

8.14.4.3 Study Through Work Experience

Such a program may be substituted for the unit requirements of in residence study. This program is intended chiefly for teachers who wish to study in schools maintained by a business or industry for craftsmen or technical workers or to obtain work experience in the

vocational field in which the employee teaches. The specific school or a job offer must be submitted with the proposed program for prior approval by the Superintendent/President.

8.14.5 Compensation

Such leaves shall normally be granted without pay.

8.14.6 Return to Service

In order to achieve normal salary step progression, the employee shall agree to the satisfaction of the following:

8.14.6.1 Reporting Requirements

Upon completion of the leave, and no later than the end of the semester following return from leave, the employee shall submit one or more if applicable of the following to the President of the Academic Senate and the Superintendent/President: substantiating transcripts as appropriate as record of in-residence study; written report of study on a special project or research work; written report of work experience plus any evidence of completion of business or industrial schooling. In the spirit of AB 1725 on shared governance, the employee will also make an oral detailed report to the Academic Senate.

8.14.6.2 Reporting to the Community

Employees are expected to report to groups in the community if and when appropriate, on the experiences which have been of benefit to the College and the students of the District. This requirement may take the form of an article to be submitted to local newspapers or periodicals.

8.14.7 Extent and Distribution of Leaves

The number of certificated employees on such leaves shall be at the discretion of the Governing Board.

8.14.8 Application for Leave of Absence

Leave applications shall be submitted to the Superintendent/President prior to July 1 of the school year preceding the school year in which the leave is to be taken. Exceptions may be granted by the Superintendent/President if the applications are submitted on a timely basis.

8.14.8.1 Effective Dates

Leave shall normally become effective on the dates of the beginning of the semester only.

8.14.8.2 Subsequent Applications

Applications not approved one (1) year will not be given priority or preference for the following year. If an application for leave is not approved, and the employee wishes to apply again the next year, a new application must be submitted and shall be considered equally with other applications for that year.

8.14.8.3 Granting of Leave

Compliance with the requirements does not imply automatic granting of leave. The decision rests with the Superintendent/President and the Governing Board.

8.14.9 Effect of Leave on Salary Increments and Retirement

The leave shall be considered as time in service in the District for salary proposes. Insurance and retirement deductions shall be paid by the employee on leave. The leave shall not be considered as time in service toward sabbatical leave and shall be considered a break in service toward the accumulation of appropriate semesters for sabbatical leave. However, under a recognized fellowship or foundation approved by the Governing Board for a period of not more than a year, for research, teaching, or lecturing shall not be deemed as a break in continuous service, and the period of such shall be included in computing the six (6) consecutive years required for sabbatical eligibility.

8.14.10 Accident and Illness While on Leave of Absence

Interruption while on leave caused by serious illness or accident, evidence of which is satisfactory to the Superintendent/President or the Governing Board, shall not be held against an employee with regard to the fulfillment of the conditions under which the leave is granted, provided that the Superintendent/President has been promptly notified of such accident or illness. This notification shall be made by registered letter, mailed within thirty (30) days of the time of the accident or the onset of the illness.

8.14.11 Death or Injury

The District shall not be liable for death or injury to an employee while he or she is on leave.

8.15 Government Service Leave

8.15.1 Election to the Legislature

A permanent employee who is elected to the Legislature shall be granted a leave of absence for the duration of the term in office. Such absence shall not affect in any way the classification of such employee.

8.15.2 Return to Service

Within six (6) months after the term of office expires, the employee shall be entitled to return to the position held at the time of the election or a comparable position within his or her credential and qualifications, at the salary the employee would have been entitled to receive had the employee not taken a government service leave.

8.16 Sabbatical Leaves

8.16.1 Qualifications for Sabbatical Leave

Full-time tenured unit members are eligible for consideration for sabbatical leaves after completion of twelve (12) consecutive semesters of satisfactory service over a six year period in an academic position in the District.

8.16.1.1 Calculation of Service

The year in which the sabbatical leave is taken does not apply toward the next six (6) year period which establishes eligibility. Sabbatical leave may be taken during the seventh (7th) year.

8.16.1.2 Definition of Year

A year of qualifying service is defined to mean at least seventy-five (75) percent of the duty days for the school year. In cases where an applicant has rendered less than seventy-five (75) percent of the duty days in a given school year, the eligibility of that year is subject to the discretion of the Governing Board and the recommendation of the Superintendent/President.

8.16.1.3 Other Leaves of Absence in Calculation of Service

Other leaves of absence from service in the District granted by the Governing Board do not constitute a break in the continuity of service required for a sabbatical leave under this policy. The period of other leaves of absence shall not be included as service in computing the six (6) years of service required herein.

8.16.1.4 Interim Service During a Two Semester Sabbatical

Any period of service by the unit member intervening between the two separate six (6) month periods of the sabbatical, as provided for in 8.12.3.2, shall comprise part of the service required for a subsequent sabbatical leave.

8.16.1.5 Non-Cumulative

Sabbatical leaves are not cumulative.

8.16.2 Standards of Service for Granting a Sabbatical Leave

8.16.2.1 Definition of Satisfactory Service

A satisfactory evaluation under the provisions of *Article 14 - Evaluation* shall be considered "satisfactory service."

8.16.2.2 Provisions

A unit member shall have demonstrated six (6) consecutive years of satisfactory service. Only those years of satisfactory service shall count toward the years required for sabbatical leave. Unsatisfactory service shall not constitute a break in service; however, two (2) years of satisfactory service are required prior the commencement of the sabbatical leave.

8.16.3 Length of Sabbatical Leave and Compensation Terms

A qualified applicant may elect to take the granted sabbatical leave in one (1) of the following three (3) ways:

8.16.3.1 One Academic Year

One (1) full academic year at one-half (1/2) salary.

8.16.3.2 Two Semesters at Half Salary

Two (2) semesters at half (1/2) salary. This leave option shall be completed within a three (3) year period.

8.16.3.3 One Semester at Full Salary

One (1) full semester at full salary.

8.16.4 Sabbatical Objectives

8.16.4.1 Academic Study

The program may be one of academic study in residence at an accredited university or college. Proposed course work shall be planned to achieve specific objectives.

8.16.4.2 A Special Project or Research Program

The objective of the sabbatical may involve engaging in primary research in the natural or social sciences. ~~Such a program may be substituted for the unit requirements of in residence study and shall be planned with specific objectives.~~

8.16.4.3 Creative Project

This program is focused around creative expression. Such programs might include creating and showing an art exhibit, travelling and performing in a musical tour, or writing a novel, short-story collection, poems or play.

8.16.4.4 Teaching or Research Fellowship

This sabbatical enables faculty to participate in fellowship programs.

8.16.4.5 Work Experience

This program is intended chiefly for unit members who wish to study in schools maintained by a business or industry for craftsmen or technical workers or to obtain work experience in the vocational field in which the employee works. The specific school or job offer shall be submitted with the proposed program.

8.16.4.6 Travel

Employees on sabbatical leave for travel shall remain in travel status for a majority of the days of each semester of leave granted. Applicants under this category shall submit a detailed statement of the proposed itinerary demonstrating specific objectives related to the area of the institutional assignment.

8.16.4.7 Curriculum Planning

A sabbatical leave for curriculum planning may be granted after the applicant has submitted a proposal demonstrating need and purpose for revision of existing courses or development of new courses. Leaves granted in connection with curriculum planning may include part-time teaching if that teaching is integral to the proposed curriculum development.

8.16.4.8 Combination of Objectives

A program which is designed to meet the multiple objectives of study, research, work experience, travel, and/or curriculum planning may be granted after the applicant has submitted a proposal containing specific objectives and relationship with the institutional assignment.

8.16.4.9 Special Considerations

Sabbatical leaves shall not be granted solely for the purpose of gainful employment.

8.16.4.9.1 Fellowships or Grants-in-Aid

The employee may accept a fellowship or grant-in-aid designed to promote the accomplishment of the stated program.

8.16.4.10 Unallowable Sabbatical Objective

No substantial work for remuneration should be undertaken during a sabbatical leave without prior approval.

8.16.5 Return to Service

After completion of a sabbatical leave, the unit member shall return to service in the District for a period equal to twice the period of the leave. Failure to do so obliges the unit member to reimburse the District an amount pro-rated according to the period actually served upon return from that sabbatical. (For example, an employee who did not return from sabbatical would reimburse the District the total compensation paid during the period of sabbatical leave; an employee who returned for only one (1) year of service after a full year sabbatical leave would pay one half (1/2) the total compensation).

Reimbursement must be made within sixty (60) calendar days of the time service to the District is terminated. All exceptions will be at the discretion of the District.

8.16.6 Report of Completion

Upon completion of the leave, and no later than the end of the semester following return from the leave, the unit member shall submit one (1), or more if applicable, of the following to the Superintendent/President: transcripts of record of in-residence study; written report of study on a special project or research work; written report of work experience plus any evidence of completion of business or industrial schooling. In the spirit of AB 1725 on shared governance, the unit member will also make an oral report to the

Academic Senate. Oral sabbatical reports will also be presented to the Board of Trustees, if requested by the Superintendent/President.

8.16.7 Reports to the Community

Unit members are expected to make a good faith effort to report to groups in the community, if and when appropriate, on the experiences which are of interest to the College, the students, and the community. This requirement may take the form of an article to be submitted to local newspapers or periodicals. This requirement can be satisfied by giving a presentation to any of the following community groups: Division; Governing Board; Flex Days; Student clubs or groups.

8.16.8 Number of Participants Limitation

The number of unit members on full-year or semester leave during an academic year shall not exceed seven (7) percent of the total number of full-time regular and contract certificated employees of the District. Each year the District shall make an effort to provide up to two faculty members with the opportunity to take sabbatical leave.

8.16.8.1 Institutional Sabbatical Leave

One institutional sabbatical leave is available in addition to the number specified above. The District will meet with the Professional Recognition Board no later than January 15 of each year to discuss whether there is a need for one institutional sabbatical leave. Prior to this meeting, the PRB will solicit recommendations for the leave from the faculty and from the District. The PRB will make a recommendation to the Superintendent/President by March 1 of the year preceding the application deadline for the instructional sabbatical. The PRB will make known the availability and the nature of the institutional sabbatical at the beginning of the academic year of the application deadline. Faculty members eligible for sabbatical leave may apply separately for the institutional sabbatical leave and for a regular sabbatical leave.

8.16.9 Application for Sabbatical Leave

8.16.9.1 Timeline for Submission

Sabbatical leave applications shall be submitted to the Sabbatical Review Committee by March 1 Professional Recognition Board (PRB) by October 1 of the academic year preceding the academic year in which the leave is to be taken.

8.16.9.2 Written Application and Division Chairperson Review

The written application shall include information concerning the general plans and objectives of the sabbatical. See district form.

8.16.9.3 Review by ~~Sabbatical Review Committee–Dean of Instruction and Professional Recognition Board~~

~~The Dean of Instruction and the members of the Professional Recognition Board of the Academic Senate–The Sabbatical Review Committee~~ shall meet for joint action in screening and discussing the applications. Recommendations shall then be forwarded by the committee to the Superintendent/President, whose final recommendations shall be forwarded to the Governing Board ~~at the April board meeting.~~

~~8.16.9.3.1 Professional Recognition Board~~

~~The District shall inform all unit members eligible for sabbatical of the membership component of the Professional Recognition Board for the current academic year.~~

8.16.9.4 Approval of Revision of Granted Sabbatical

Any revision of approved sabbatical activities after the sabbatical leave has been approved ~~shall be reviewed and approved by the Sabbatical Review Committee and approved by the Superintendent/President.~~

8.16.9.5 Commencement of Leave and Other Employment

Sabbatical leaves shall commence only on the beginning date of a semester. The applicant may accept gainful employment during the summer prior to and/or following the sabbatical year.

8.16.9.6 Applications Exceeding the Limitation

In the event more applications are received than can be granted and if the quality of the sabbatical applications is judged to be comparable and equal in merit, first consideration shall be given to those applicants who have not been granted sabbatical leaves previously.

8.15.9.7 Status of Applications Not Approved

Applicants not approved one year are not necessarily given priority or preference for the following year. If an application for sabbatical leave is not approved, and the individual wishes to apply again the following year, a new application shall be submitted and shall be considered equally with other applications for that year. Failure to apply for a sabbatical leave when eligible does not affect a subsequent application.

8.16.9.8 Decision on Application

Compliance with the requirements stated in this Article does not imply automatic granting of sabbatical leave. Final decision on matters in this Article rests solely with the Superintendent/President and the Governing Board.

8.16.10 Notification

The Superintendent/President shall notify the applicant in writing as soon as the Governing Board has acted on the proposal. If the Governing Board rejects the

applicant's leave request, the applicant shall be notified in writing and shall be informed of the reasons for rejection of the application.

8.16.11 Compensation While on Sabbatical Leave

The salary granted an employee on leave may be paid in any of three (3) ways:

8.16.11.1 Installments Paid in Two-Year Period

Compensation may be paid in two (2) equal annual installments during the first two (2) years of service in the District following a one (1) year leave.

8.16.11.2 Installments Paid in One-Year Period

Compensation may be paid in two (2) equal installments during the first year of service in the District following a one (1) semester leave.

8.16.11.3 Payment in Customary Manner

Payment may be made in the same manner as if the unit member were teaching in the District. To qualify, the unit member shall agree in writing to render the agreed upon period of service following return from the sabbatical leave, provided the Governing Board finds and by resolution declares that the interests of the District will be protected by such written agreement in lieu of furnishing bond.

8.16.12 Reduction of Compensation

If the unit member does not serve for the entire period of service agreed upon, the amount of compensation paid for the sabbatical leave shall be reduced by an amount which bears the same proportion to the total compensation as the amount of time which was not served bears to the total amount of time agreed upon.

8.16.13 Effect of Leave on Salary Increments and Retirement

The sabbatical leave shall be considered as time in service in the District for salary purposes. The leave shall be considered as time in service in the District for retirement purposes. Retirement deductions shall be made in proportion to the salary received.

8.16.14 Personal Crisis While on Sabbatical Leave

Interruption of a program of study or travel while on sabbatical leave, caused by personal crisis, evidence of which is satisfactory to the Superintendent/President and the Governing Board, shall not be held against a unit member with regard to the fulfillment of the conditions regarding study or travel under which the leave is granted, nor affect the amount of compensation to be paid the unit member while on leave, provided that the President/Superintendent has been promptly notified of such accident or illness.

8.16.14.1 District Liability

The District shall not be liable for death or injury to a unit member while on sabbatical leave.

8.16.15 Breach of Sabbatical Leave Policy

8.16.15.1 Accountability

All applicants granted sabbatical leaves are accountable to the District.

8.16.15.1.1 Definition of Accountability

Accountability is defined to include compliance with the following:

8.16.15.1.1.1 Return to Service

Procedures outlined in 8.15.5 on return to service;

8.16.15.1.1.2 Completion Requirements

Requirements related to completion of program and obligations incumbent upon the employee upon resumption of service in 8.15.6;

8.16.15.1.1.3 Objectives

Objectives of sabbatical leave stated in 8.15.4; and

8.16.15.1.1.4 Compliance

Compliance with such other conditions or terms as are agreed upon between the District and the applicant.

8.16.15.2 Breach of Contract

Inexcusable failure or refusal to comply with the foregoing or any other requirements of this sabbatical leave policy shall constitute a breach of the sabbatical leave contract with the District.

8.17 Other Leaves of Absence

Other leaves of absence with or without pay may be granted regular, contract, and full-time temporary unit members employed on a contractual basis upon recommendation of the Superintendent/President and approval of the Governing Board. Such leaves are at the sole discretion of the District.

8.18 Return to Work After Extended Illness or Industrial Accident Leave

An employee who has been on Industrial Accident or Illness Leave, or who has suffered any other injury or has experienced any other extended illness, must provide a physician's or chiropractor's verification of fitness to return to work.

If there is concern about the safety or aggravation of an injury of the returning employee due to physical limitation or work conditions as regards the full duties of that employee, even in the presence of such verification, the supervisor and/or the College Nurse through the Human Resources Office may request that the employee be reexamined by a physician or chiropractor of the employee's choice with District approval at District

expense. The date, time and precise nature of the physician or chiropractor contact and response must be noted in writing at the time of the contact. This notation will become part of the employee's confidential health record on campus.

In the event that there is disagreement between the two physicians or chiropractors about the fitness of the employee to return to work, the Human Resources Office may request a third opinion, the physician or chiropractor to be of the employee's choice with District approval, and the examination conducted at the District's expense with the same conditions applied as noted above.

8.19 Leaves Taken Near the End of a Term

When an FMLA leave is requested, approved, and started within five weeks of the end of a semester or term, and lasts longer than three weeks, the District may require that the unit member on leave remain on leave through the end of the semester or academic term. Educational/academic concerns will be considered when determining if the unit member will be allowed to return to teach the remainder of the course.

If the unit member is not allowed to return, the additional leave time will not be counted against the FMLA leave, but may be compensated with any leave available to the unit member. If he/she does not have any additional paid leave, the additional leave will be unpaid, but benefits will continue as during the FMLA leave

ARTICLE 9 - EMPLOYEE BENEFITS

9.1 General

All insurance programs are subject to carrier requirements for eligibility enrollment and processing of claims. It is agreed that any insurance coverage provided pursuant to this Agreement is subject to the following:

9.1.1 Payment of Premiums

The District agrees to pay the increased cost of existing Health and Welfare benefit premiums. These premiums shall be expressed in dollar amounts. No increased costs shall be passed on to employees without prior negotiations. Increased costs in benefits will continue to be considered as part of the total compensation settlement. Subsequent years' benefit costs will be funded before any COLA is negotiated.

9.1.2 Cost Containment

The District and the Association shall pursue ways to ensure cost containment through review, analysis and to include possible change of Carriers/Administrators of present Health and Welfare plans.

9.1.2.1 Review and Analysis

This review and analysis shall be conducted pursuant to the following:

9.1.3 Health and Welfare Cost Containment Committee

9.1.3.1 Health and Welfare Cost Containment Committee Members

The District and Association shall establish a Health and Welfare Cost Containment Committee to examine less costly alternatives to the District's current health care plans. The Committee shall be composed of six (6) persons; consisting of three (3) persons selected by the District and three (3) persons selected by the Association. Representatives from CSEA may also be added to the Committee so long as the Association maintains proportionate representation and voting.

9.1.3.2 Responsibility for Scheduling Meetings

The District and the Association shall take responsibility for the following procedural matters:

- a) Schedule Committee meetings;
- b) Arrange meeting locations;
- c) Facilitate Committee process.

9.1.3.3 Report and Recommendations

The Committee shall issue its report and recommendations on a date to be mutually agreed upon at the time of ratification of the contract, and shall forward such report and recommendations to the Chief Negotiators for the District and the Association for negotiation purposes.

9.1.3.4 Activating a Health Care Cost Committee

The District or Association may activate a health care cost committee if needed.

9.1.3.5 Changing Insurance Administrators or Carriers

Until recommendations regarding insurance administrators and/or carriers are ratified by the bargaining unit and approved by the Governing Board, the existing plans in this Article shall remain in effect. Any changes in health and welfare administrators/carriers shall be effective upon enrollment dates established between the District and carriers.

9.2 Benefits

The District shall provide the following paid benefits to eligible employees:

9.2.1 Health Insurance

Health insurance plan specified as presently provided for the employee and dependents, including a biannual \$250 routine examination benefit for each insured.

9.2.2 Dental Insurance

Fully paid Dental Service Plan as presently provided, for the employee and dependents, including prosthetics coverage at 50% for the employee and dependents, and orthodontia at 50% for eligible children, subject to plan provisions. The maximum dental benefit is \$1,500 per person per year and the number of cleanings covered is three per twelve-month period.

9.2.3 Vision Insurance

Fully paid vision care insurance plan for the employee as presently provided.

9.2.4 Life Insurance

Fully paid decreasing term life insurance for the employee as presently provided.

9.2.5 Salary Protection Insurance

Fully paid salary protection insurance for employees as presently provided.

9.3 Carrier Cost Adjustment

It is understood and agreed by both the District and the Association that whenever the District cost in maintaining the benefits specified in section 9.2 herein are raised by the carriers, such calculation of cost is necessarily considered as part of any total salary adjustment. The specified provider may be changed only by mutual agreement. Either party may initiate a request for change to the other party stating their reasons.

9.4 Eligibility

Eligibility for benefits under 9.2 above shall be those employees who meet the qualifications of one of the following categories:

9.4.1 Contractual Employees

A unit member employed on a contract basis of 50% or more of a full-time load shall be eligible for benefits specified 9.2.1 through 9.2.5.

9.4.2 Temporary Employees

A unit member employed on a temporary basis for more than ~~67%~~60% of a full-time load during a semester shall be provided a stipend equivalent to \$2,250 per semester or \$4,500 academic year, depending upon the length of the assignment, in lieu of District health and welfare benefits. Temporary unit members shall be ineligible for benefits specified in 9.2.1, 9.2.2, 9.2.3, 9.2.4. and 9.2.5. These amounts will be increased annually by the cost of living adjustment (COLA) received from the State.

9.4.2.1 Semester Coverage

Benefits are provided only for the semester the employee works more than ~~67%~~60% of a full-time load.

9.4.2.2 Determination of a Qualifying Load

When it can be verified that a unit employee will have taught enough courses, regardless of the time span of any individual course, to qualify for fringe benefits, he or she will be provided fringe benefits for the full semester or beginning at such time that an added class not originally assigned to the employee provides more than ~~67%~~60% of a full-time load.

9.4.2.3 Removal from Benefits

If a unit employee begins the semester with more than ~~67%~~60% of a full-time load and a class or classes do not materialize to make the more than ~~67%~~60% semester load, both the employee and the business office will be notified and the employee will be removed from such benefits at the District-designated date of the next reporting date to the carrier.

9.4.2.4 Temporary Drop in Class Load

Should an employee temporarily drop below more than ~~67%~~60% because of a class or classes which do not materialize, but is scheduled to teach a class later in the semester which would make the employee eligible for benefits should it materialize, the appropriate Dean will approve or disapprove the continuance of fringe benefits based on the reasonableness of the later class or classes materializing.

9.4.2.5 Written Statements

Employees affected by the above procedures shall be notified of all changes in their fringe benefit status in writing to include the effective dates of such changes.

9.4.2.6 Continued Coverage

Unit employees scheduled to carry more than ~~67%~~60% of a full-time load for an immediately consecutive semester shall have their

coverage continued during the interim period between such consecutive semesters.

9.5 Eligibility for Employee-Paid Benefits

Eligibility for group medical insurance of section 9.2.1 of this Article on an employee-paid basis shall be those unit employees who meet the qualifications of one of the following categories with quarterly advance payment of premium:

9.5.1 All contractual employees.

9.5.2 Employees on unpaid approved leave.

9.6 District-Paid Health Plan for Retirees

For unit members employed by the District prior to June 23, 2004, group medical insurance of section 9.2.1 of this Article shall be provided by the District and paid in full for an eligible unit member and dependent(s) until retiree's sixty-fifth (65th) birthday.

For unit members employed by the District after June 23, 2004, group medical insurance of section 9.2.1 of this Article shall be provided by the District and paid in full for an eligible unit member and dependent(s) until retiree's sixty-fifth (65th) birthday, or until retiree's death, whichever is earlier.

9.6.1 Eligibility

Eligibility requirements:

9.6.1.1 PERS or STRS Retiree

The employee must have retired under the Public Employees Retirement System or State Teachers Retirement System.

9.6.1.2 Minimum Service Requirements in Education

For unit members employed by the District prior to June 23, 2004, the employee must have served a minimum of ten (10) years in education with the last five (5) years prior to retirement at MPC. For unit members employed by the District after June 23, 2004, the employee must have retired from MPC with a minimum of fifteen (15) years of full-time, contractual service at MPC. Board-approved leave shall count as service to the District for purposes of eligibility for this benefit.

9.6.1.3 Enrollment in the District's Medical Insurance Plan

The employee must be enrolled at the time of retirement in the District group medical insurance plan and be eligible for continuance under any special requirements which are a part of the plan.

9.6.2 Termination of Health Insurance Coverage Due to Employment Outside of the District

A unit member who is eligible for retirement benefits under 9.6.1 and who subsequently obtains employment outside of the District with an employer that provides health insurance shall be required to terminate health insurance coverage provided by the District. If the retiree ends such other employment

within five (5) years, District health insurance coverage shall be reinstated upon the request of the retiree. The retiree shall be required to undergo a physical examination, at his or her cost, by a district physician, to determine pre-existing conditions prior to reinstatement of health insurance coverage. Pre-existing conditions are defined and treated as follows:

- a) A pre-existing condition is defined as a pregnancy, a sickness or a bodily injury which is deemed to have been in existence during the six month period prior to the eligibility date, or
- b) the results of this examination reveal a pre-existing health condition. Participation in the plan will only be allowed if:
 - i) the pre-existing condition(s) or related illnesses have not manifested themselves within the six (6) months prior to the eligibility date; and
 - ii) upon buying into the plan, no treatments for that pre-existing condition(s) or related illnesses are received within twelve (12) months. If treatments for such are received, they will be paid for by the employee.

The District may require periodic certification from the retiree that alternative health insurance coverage has not been provided by another employer.

9.6.3 Coverage

Coverage under this Plan is determined by meeting the requirements in section 9.6.1 of this Article and is further determined by both the retiree's and/or dependent(s)' enrollment in Medicare Part "A", if eligible through Social Security, when first qualified. Additionally, it is required that all retirees and/or dependent(s) enroll in Medicare Part "B" upon becoming eligible.

9.6.4 Retiree Health Plan Past 65

Retirees and spouse or surviving spouse may continue health coverage through the District's current contract past 65; however, the retiree must pay the premium quarterly in advance.

9.6.5 Health Insurance Coverage upon Early Retirement

Full-time regular employees who were employed by the District prior to July 1, 1999, who retire prior to age sixty-five (65) and who meet the eligibility requirements of section 9.6 are eligible for health insurance coverage as specified in this section. For purposes of this section, the age of the employee is the age in the fiscal year in which the retirement date occurs.

9.6.5.1 Health Insurance Coverage

The retiree shall be covered by the District-paid health insurance to age sixty-five (65) as specified in section 9.6. For each year prior to age sixty-five (65) that an employee retires, health insurance shall be provided by the District for the retiree and spouse for an additional five (5) years beyond age sixty-five (65) under the following conditions:

9.6.5.1.1 Life of the Employee

Such insurance shall not extend beyond the life of the employee.

9.6.5.1.2 Coordinated with Medicare

Such insurance shall be coordinated with Medicare. The District will pay no part of Medicare Part-B.

9.6.5.1.3 Premiums

The District shall pay a maximum of \$125.55 per month for such coverage, but the employee may pay an additional amount that is required to continue such coverage.

9.6.5.2 Procedures for Application

Employees requesting early retirement benefits under this section shall submit an application to the Superintendent/President by the end of the first full teaching week of the semester preceding the early retirement. The District shall have the authority to make exceptions to these deadlines. The application form shall be available in the Office of Instruction.

9.6.5.3 Potential Renegotiation

Unit members retiring under the provisions stated herein shall be considered continuing employees for the sole and limited purpose of the benefits cited herein.

9.6.6 Health Insurance Coverage upon Early Retirement for Retiring Employees Hired After June 30, 1999

Unit members hired by the District after June 30, 1999, who retire prior to age sixty-five (65) and who meet the eligibility requirements of section 9.6.1 are eligible for health insurance coverage as specified in section 9.6.5.1 and with the conditions stated in sections 9.6.5.1.1 - 9.6.5.1.3. For purposes of this section, the age of the employee is the age in the fiscal year in which the retirement date occurs. However, such health insurance coverage provided by the District under 9.6.5.1 shall terminate at age seventy-two (72). Retirees may then purchase district health insurance benefits at full cost as described in section 9.6.4.

9.6.7 Health Insurance Coverage upon Early Retirement for Retiring Employees Hired After June 23, 2004

Unit members hired by the District after June 23, 2004, who retire prior to age sixty-five (65) and who meet the eligibility requirements of section 9.6.1 are eligible for health insurance coverage as specified in section 9.6.5.1 and with the conditions stated in sections 9.6.5.1.1 - 9.6.5.1.3. For purposes of this section, the age of the employee is the age in the fiscal year in which the retirement date occurs. However, such health insurance coverage provided by the District under 9.6.5.1 shall terminate at retiree's sixty-fifth (65) birthday, or with the retiree's death, whichever is earlier. Retirees may then purchase district health insurance benefits at full cost as described in section 9.6.4.

9.7 Continuation of District Paid Benefits

All benefits in 9.2 of this Article shall be continued for employees who meet the eligibility requirement of section 9.4 for the unit employees in one of the following categories:

- Unit members who are in a paid leave status.
- Unit members who terminate employment in June or July of any year shall be continued through August 31 of that year.

9.8 Medical Benefits Continuation for Persons Retired on Disability

An employee who is retired on medical disability or who is on disability allowance under the State Teachers' Retirement System (STRS), Coverage A, Disability Allowance and Rehabilitation Program, shall be covered by the District-paid group medical insurance cited in 9.2.1 herein, to include the employee's eligible dependent(s), until the death of the employee, or employee's sixty-fifth (65th) birthday, whichever is sooner.

Coverage under this section requires that the retiree and/or dependent(s) enroll in Medical Part "A", when first eligible through Social Security. Additionally, it is required that all retirees and/or dependent(s) enroll in Medicare Part "B" upon becoming eligible.

If the employee is rehabilitated and subsequently obtains employment outside of the District with an employer that provides health insurance, the employee shall be required to terminate health insurance coverage provided by the District.

The District may require periodic certification from the employee that alternative health insurance coverage has not been provided by another employer.

9.9 Employees/Dependents-Paid Benefits Continuation

Effective January 1, 1987, in compliance with the Federal Consolidated Omnibus Budget Reconciliation Act, the District will offer the opportunity to continue group health coverage for thirty-six (36) months to employees' dependents who would lose health coverage because of divorce, legal separation, or death of employees. The District shall also offer coverage to dependent children of employees after the child reaches the maximum age for coverage. In addition, the District will offer continuation coverage for eighteen (18) months to employees who are terminated (except terminated for gross misconduct), voluntarily quit, or have their hours reduced. The continuation coverage terminates on the earliest of the following dates: when the employer ceases to provide any group health plan to any employee; when the qualified beneficiary fails to make timely payment of the required premium; when the qualified beneficiary becomes covered under another plan or becomes entitled to Medicare benefits. The District will offer this coverage at a charge to the insured of one hundred two (102) percent of the cost of the premium.

9.10 Medicare

9.10.1 Post-April 1, 1986

Certificated employees hired by the District on or after April 1, 1986, are by federal law under Medicare.

9.10.2 Pre-April 1, 1986

Current certificated employees who were on the payroll as of March 31, 1986, will have the opportunity to individually elect to be covered by Medicare by June 30, 1993. The coverage is effective as of January 1, 1991.

9.11 Property Damage

The District shall replace or reimburse unit members for fair market value of personal property that is lost, damaged, or destroyed while such property is on District premises and if the loss is not otherwise recoverable. When the employee contests the value placed on the object, a qualified adjustor shall determine the value. Such property must be used in conjunction with the unit member's assigned duties and such use must have been approved by the appropriate dean in writing prior to such use for there to be reimbursement. The District will not replace or reimburse unit members for personal property if that property is lost, damaged or destroyed as a result of the employee's own negligence. The maximum reimbursement shall be \$2,500.00.

9.12 Child Care Discount Rate

Depending upon available space at the Children's Center, unit members may enroll their dependent children at 25% less than the full rate. This discount shall not be converted to a cash benefit.

ARTICLE 11 - DISTRICT CALENDAR

11.1 Length of Work Year

All full-time or contractual faculty members are required to be on duty for a total of 175.5 days during the academic year. ~~The academic calendar requires 175.5 duty days annually of contractual unit members.~~

11.2 Extended Work Year for Counselors ~~and Coaches Duty Days – Contractual Unit Members~~

~~The academic calendar will be developed annually to reflect a specified number of instructional duty days and a specified number of staff development duty days, together totaling 175.5 duty days. (This calendar format is referred to in the Education Code as a flexible calendar.)~~

The salary of those faculty specified in 11.2.1.2, 11.2.1.3, 11.2.1.4 and Exhibit D-I who are required to work an extended contract of more than 175.5 days shall be increased by 1/175 for each additional day their contractual assignment requires. This amount shall be considered their base salary and will be subject to STRS regulations.

11.2.1.1 Regular (permanent) and contract (probationary) faculty shall be paid only for those days beyond the instructional year calendar they are required to work as part of their academic year contract. Payments shall be made at the rate of one over the number of instructional days/times the employee's annual salary for each day worked.

11.2.1.2 Counselors shall work an additional 10 days per year, for a total of 185.5 days. The additional ten (10) days shall be paid at 1/175 of the contract salary per day shall be subject to STRS Regulations. These additional days will be used to provide service during registration summer session, and intersession. The exact dates of service will be determined by mutual agreement of the individual counselor and his/her immediate supervisor. In the event dates required by the District for counselor services cannot be filled by mutual agreement with the individual counselor, the District reserves the right to assign counselors within each department area (i.e., Matriculation, EOPS, DSPS, etc.) to specific days and times, with right of first refusal offered on a rotating seniority basis.

11.2.1.3 Counselors who coordinate categorical programs shall work an additional 40 days per year, for a total of 215.5 days. The additional forty (40) days shall be paid at 1/175 of the contract salary per day and shall be subject to STRS Regulations. These additional days will be used to provide service during registration, summer session, and intersession. These additional days will also be used to produce reports necessary to meet the requirements of these categorical programs. The exact dates of service will be determined by mutual agreement of the individual counselor and his/her immediate supervisor. In the event dates required by the District for counselor services cannot be filled by mutual agreement with the individual counselor, the District reserves the right to assign counselors within each department area (i.e., Matriculation, EOPS, DSPS, etc.) to specific days and times, with right of first refusal offered on a rotating seniority basis.

11.2.1.4 Effective July 1, 2019, **Full-time Head Coaches** shall work an additional 15 days per year for a total of 190.5 days. The additional fifteen (15) days shall be paid at 1/175 of the contract salary per day and shall be subject to STRS Regulations. These additional days will be used for administrative, coordination, and recruitment-related duties pertaining to the sport in which they coach.

11.3 Staff Development / Flexible Calendar Obligation

Monterey Peninsula College operates on a Flexible Calendar. Faculty duty days are accounted for as follows: 165 scheduled instructional days, ten (10) required staff development or “flex” days in lieu of classroom instruction (a combination of scheduled flex days and individually contracted flex days as established by the academic calendar), and 0.5 day for commencement.

11.3.1 Full-Time Instructional Faculty Unit Members

Staff development days are divided between those scheduled for institutional “Flex Day” activities and those dates and activities agreed upon by management and individual instructional contractual unit members. The day before the start of each semester is a scheduled flex day dedicated to instructional preparation and Division Meetings. The District will not require attendance at a institution-wide scheduled flex activities on this day.

In addition to attending and participating in scheduled institutional Flex Day activities and Division meetings, kinds of individually contracted Flex activities are specified in the Chancellor’s Office Guidelines for Implementation of the Flexible Calendar Program, which may include, but need not be limited to, the following:

- a) course instruction and evaluation;
- b) staff development, in-service training and instructional improvement
- c) program and course curriculum or learning resource development and evaluation;
- d) student personnel services;
- e) learning resource services
- f) related activities, such as student advising, guidance, orientation, matriculation services, and student, faculty, and staff diversity and inclusion;
- g) departmental or division meetings, conferences and workshops, and institutional research;
- h) course SLO assessment and program-of-study SLO assessment;
- i) other duties as assigned by the District; or
- j) the necessary supporting activities for the above.

11.3.2 Flexible Calendar – Instructional Non-Contractual Unit Members Part-time Instructional Faculty Members and Faculty Members Teaching Overload

The ~~staff development~~ Flexible Calendar obligation for part-time instructional faculty ~~contractual unit~~ members and full-time faculty teaching overload ~~exists~~ ~~pro-rated teaching full-term classes~~ is based on the number of hours a courses has been reduced due to the flexible calendar. ~~when the number of hours.~~ The

flex obligation of those affected faculty would be equal to the number of hours that the faculty member teaches on those particular flex days.

Example: if an instructor teaches 3 hours per day on Monday, Wednesday, and Friday and the college schedules one flex day on a Friday during the semester then the faculty member is obligated to 3 hours of flex hours. ~~Their obligation is to participate for the number of days, the percentage of which is equivalent to the percentage their assignment is of a full-time assignment.~~

Part-time non-contractual instructional ~~unit~~ faculty members and contractual ~~unit~~ full-time instructional faculty members teaching overload who teach semester length classes may participate in staff development activities and be compensated for same in accord with their Schedule B placement to a maximum number of hours per semester equivalent to the number of hours they instruct per week.

11.3.3 Non-Instructional Unit Members

Non-instructional contractual unit members (counselors and those listed in 15.7) are not subject to staff development requirements related to the flexible calendar.

11.4 Beginning and Ending Dates

Representatives designated by the Association shall serve on the District's Calendar Committee, which will meet annually to determine the following year's academic calendar. If this academic calendar is not adopted by the Board of Trustees by (and including) the April regular Board meeting, the format used the prior year will be retained. (The term "format" denotes the general configuration of academic sessions. Retention of the same format does not preclude change of the dates of academic sessions, so long as the general configuration of academic sessions is retained.)

11.5 Extended Contracts and Flexible Schedules

The calendar and reporting times for counselors, division chairpersons, coaches, and others on extended contracts or flexible scheduling shall vary in accordance with their individual assignments and/or contracts.

11.6 Commencement

All ~~full-time contractual faculty-unit members except non-contractual~~ shall be required to participate in commencement exercises and shall provide their own academic gowns, hoods, and mortarboards in accordance with their own traditional standards.

Non-contractual employees who wish to participate in commencement exercises shall be provided at District expense appropriate academic gowns, hoods, and mortarboards. This attendance is uncompensated.

ARTICLE 14 – EVALUATION

Both parties agree to retain current language for the 2019-2020 academic year but to convene a subcommittee of at least 3 faculty identified by MPCTA and 3 administrative representatives identified by the District to review and revise the evaluation process. The goal is to streamline the process, clarify instructions, create discipline specific evaluation tools where needed, and address evaluation for online instruction.

ARTICLE 15 - WORKLOAD

15.1 Load Unit Defined

For purposes of determining college workload, a "Teaching Load Unit" (TLU) shall be defined as that comparative relationship established between the class credit hour and such variable factors found among the various academic disciplines as the following: the number of class hours per week, the types of class hours, the number of weekly student contact hours, the number of preparations, the amount of evaluation performed, the amount of support provided by readers or aides, the amount of consultation, and any other factor which influences load such as reassignment to administrative duties.

15.2 Faculty Teaching Load Calculation

15.2.1 Full-Time Teaching Load Units (TLUs)

The college workload per semester for full-time contract faculty employees employed on Schedule A shall be the equivalent of fifteen (15) teaching load units (TLUs) plus five (5) office hours per week and five (5) hours of institutional service per week. Faculty load shall be assigned by the appropriate Dean in consultation with the appropriate division chairperson.

15.2.1.1 Load for Teaching Faculty Semester Load Units

Effective January 1, 2020, load for full-time contract faculty providing classroom instruction may be based on any combination of the following equivalent class hours for a total of fifteen (15) TLU per semester: Types of equivalent class hours specified in section 15.6.2 shall be the basis of determining faculty TLUs. teaching the load equivalency of employees employed on Schedule B, using the semester base of fifteen (15) TLU's.

- 1.0 credit lecture hour = 1.0 TLU
- 1.0 credit laboratory = 0.75 TLU 0.8335 TLU
- 1.0 credit studio hour = 0.8335 TLU
- 1.0 non-credit lecture hour = 0.75 TLU
- 1.0 non-credit lab hour = 0.5 TLU

The college workload per semester for employees employed on Schedule A shall be the equivalent of fifteen (15) semester load units. Types of equivalent class hours specified in section 15.6.2 shall be the basis of determining the load equivalency of employees employed on Schedule B, using the semester base of fifteen (15) TLU's.

15.2.1.2 Yearly Load Units

The college workload per year for employees employed on Schedule A shall be the equivalent of thirty (30) load units.

15.2.2 Part-Time

15.2.2.1 Semester and Yearly Load Units

The college workload for a semester or a year for employees employed on Schedule A shall be pro-rated on the basis of the full time semester and yearly loads cited in sections 15.2.1.1 and 15.2.1.2 of this Article.

15.3 Counseling Load

15.3.1 Full-Time

15.2.1.2 Load for Non-teaching Faculty Counseling Load Unit

Load for full-time contract faculty providing non-teaching services (i.e. Counselors, Librarians, Supportive Services) will be based on the following equivalent non-teaching service hours for a total of fifteen (15) TLU per semester:

- 1.0 hour of non-teaching faculty service = 0.5 TLU

The college workload for a semester or a year for employees employed on Schedule A as counselors shall be derived from equating the sixty (60) minute counseling hour to one half (1/2) load unit credit and shall be the equivalent of thirty (30) hours of student contact service per week.

15.3.2 Part-Time Contractual

15.3.2.1 Semester and Yearly Load Units

The college workload for a semester or a year for employees employed on Schedule A as counselors shall be pro-rated on the basis of the full-time semester and yearly loads cited in section 15.3.1.1 of this Article.

15.2.3 Combination Load: Teaching and Non-Teaching Split Load

Full-time contract faculty may also be assigned a workload that is a combination of teaching and non-teaching faculty assignments. In such cases, the teaching portion of the assignment will be based on equivalent class hours specified in 15.2.1 and the non-teaching portion will be based on equivalent non-teaching hours specified in 15.2.2 for a combined total of fifteen (15) TLU per semester.

A counselor who is also assigned a teaching load during the semester or year shall be given the appropriate load credit for that teaching as it relates to the provisions of section 15.2 of this Article; the differential remaining between teaching TLU's and the full assignment shall be worked out in a mutually acceptable schedule with the appropriate dean or designee.

15.4 Supportive Services Load

(see Addendum to the 1999-2002 Contract Agreement)

15.4.1 Full-Time

15.4.1.1 Instructional Duties

The college workload per semester for employees employed on Schedule A shall be the equivalent of fifteen (15) semester load units. Types of equivalent class hours specified in section 15.6.2 shall be the basis of determining the load equivalency of employees employed on Schedule B, using the semester base of fifteen (15) TLU's.

Yearly Load Units are as prescribed in section 15.2.1.2.

15.4.1.2 Non-Instructional Duties

The college workload for a semester or a year for employees employed on Schedule A shall be derived from the sixty (60) minute non-instructional hour and shall be thirty (30) hours of student contact service per week.

15.4.2 Part-Time Contractual

15.4.2.1 Semester and Yearly Load Units

The college workload for a semester or a year for employees employed on Schedule A shall be pro-rated on the basis of the full-time semester and yearly loads cited in section 15.4.1.1 and 15.4.1.2 of this Article.

15.4.3 Split Load

Supportive Services unit members may be assigned a workload that is "split" between teaching and non-teaching assignments. In such cases, the instructional part of the assignment shall be prorated based on the fifteen (15) TLU per semester obligation and the five (5) office hours per week requirement; the non-teaching part of the assignment shall be prorated based on the 30-hour workweek and the 5 hours of non-student contact institutional duties.

Examples:

1. For a contractual Supportive Services unit member who has a teaching load of 12 TLU, the remainder to be converted into workweek hours for the non-instructional part of the assignment is 3 TLU. The hourly obligations, including office hours, are calculated as follows:

[FORMULA/IMAGE] = 6 non-instructional hours per week

Office hour requirement: [FORMULA/IMAGE] = 4 hours

Non-student contact institutional duties: [FORMULA/IMAGE] = 1 hour

Fractional hours are rounded to the nearest half-hour.

2. For an adjunct Supportive Services unit member, subject to the limit of 60% of the comparable contractual assignment (9 TLU per semester for instructional duties and 18 hours per week for non-instructional duties), who has a teaching load of 3 TLU, the balance available to convert into hours for the non-instructional part of the assignment is 6 TLU. Consequently, the

maximum number of hours available for non-instructional duties is calculated as follows:

[FORMULA/IMAGE] = 12 hours, the maximum allowable

15.3 Balancing of Load for Contractual Personnel

15.3.1 Provisions

In the event that a load of fifteen (15) teaching semester load units cannot be achieved in any one (1) semester for an individual faculty unit member, that load shall be balanced over a two (2) semester period. Exceptions to this balancing period may be made by mutual consent of the unit member and the appropriate dean or the appropriate immediate supervisor. The most recent four (4) semesters on each employee's load history sheet to include the three (3) previous semesters plus the semester being scheduled would continue to be used as the balancing period of cumulative overloads or underloads.

15.3.1.1 Underloads

15.5.1.1.1 Evening, Saturday, Off-Campus

Part of the assignment may be from the following options:

15.5.1.1.1.1 Evening assignment

15.5.1.1.1.2 Saturday assignment

15.5.1.1.1.3 Off-campus assignment

15.3.1.1.1 Assignment to Non-Teaching Activities

Upon mutual consent of the faculty unit member and their Dean, and with approval by the Vice President of Academic Affairs, an underload may be offset by an assignment to non-teaching institutional activities such as may be substituted for classroom teaching. Such assignments may include curriculum planning, staff development, and institutional research, or other special projects.

15.3.1.1.2 Summer and Early Spring Winter Session

Upon mutual consent of the faculty unit member and their his/her Dean or appropriate supervisor, an underload may be offset by an part of the assignment may be from summer or early spring winter session.

15.3.1.1.3 Underloads in the Final Semester

If an underload exists in the last semester prior to severance from the district, either the salary of the faculty unit member shall be reduced or the faculty unit member shall reimburse the district the proportionate share of the employees paid salary for the under-load on a pro-rata basis.

15.3.1.2 Overload

15.3.1.2.1 Overloads

Upon mutual agreement between a full-time contract faculty member ~~Schedule A employees~~ and their appropriate Dean, an overload may be assigned. ~~Faculty Employees'~~ overload assignments shall be limited to six (6) hours per week. This limitation may be waived by the appropriate Dean, based on program need. ~~The District shall provide the Association with a summary of faculty overload assignments upon request. Notification of such waiver shall be sent to the Association each semester that it is used.~~

15.3.1.2.2 Compensation for Overloads

A full-time contract ~~Schedule A~~ faculty employee shall, with the approval of the appropriate Dean, be compensated for overload assignments in one of the following ways:

15.3.1.2.2.1 Receive Hourly Pay

Be paid on the hourly pay scale attached as ~~Exhibit A;~~ Schedule B ~~or C~~ on the appropriate column and step.

15.3.1.2.2.2 Receive Extra Support

Be provided with extra support, in reader time, an aide, or a typist, as appropriate to lighten the teaching load.

15.3.1.2.2.3 Balancing the Load

Teach a lighter load the following semester if the program allows.

15.3.1.2.2.4 Retaining Load Credit

Keep the overload as credit toward such time when the unit member might have a light teaching load, if the program allows and with a four (4) semester limit on such balancing.

15.3.1.2.2.5 Other

~~Accept the overload without application of any of the above.~~

15.3.1.2.3 Overloads at the Time of Severance

If an overload exists at the time of severance from the District, the unit member will be compensated for the overload using the appropriate hourly salary schedule.

15.6 Determination of Individual Teaching/Counseling Load

~~Individual teaching/counseling loads shall be the product of the consideration of the load unit factors and the course factors contained in Exhibit F, and shall be assigned by the appropriate Dean in consultation with the division chairpersons or other appropriate persons. Such individual loads shall be subject to review by the Academic Senate, if the Senate so chooses.~~

15.6.1 Class Hours Per Week as a Load Factor

The number of class hours per week may vary from a minimum of twelve (12) to a maximum of twenty (20) with the exception of thirty (30) in programmed math, individualized learning center courses, photography, and other aides assisted courses (with the exception of Learning Skills classes) in which the aide is physically present in the classroom with the instructor.

15.6.2 Types of Equivalent Class Hours Measured in Load Units

15.6.2.1 Lecture Hour

A "lecture hour" is equated as one (1) load unit.

15.6.2.2 Art Studio Hour and Music Rehearsal Performance Hour

An "art studio hour" and "music rehearsal performance hour" is equated as .8335 load unit.

15.6.2.3 Laboratory Hour

A "laboratory hour" is three fourths (.75) of a load unit.

15.6.2.4 Activity Hour

An "activity hour" is three fourths (.75) of a load unit.

15.6.2.5 Counseling Hour

A "counseling hour" to include Personal Development classes, is one-half (.50) of a load unit.

15.6.2.6 Noncredit Teaching Hour

A "noncredit teaching hour" in the Older Adult Program is .6 of a load unit. (Instructors who teach only noncredit courses in the Older Adult Program are excluded from the unit but in the event a unit member is voluntarily assigned to teach noncredit courses in the Older Adult Program as part of his or her load, the load unit shall be equated at .6 TLU or 25 hours per week for a full load.)

15.6.2.7 Undesignated Class Hours Measured in Load Units

Other courses designated in the college catalog by a term other than "lecture", "laboratory", "activity", "rehearsal performance", or "art studio" shall be assigned an appropriate load weight as they proceed through the curriculum development process.

15.6.3 Weekly Student Contact Hours as Unit Load Factor

For purposes of this Article, a "contact hour" is defined as fifty (50) clock minutes of classroom instruction. The number of weekly student contact hours (WSCH) for a graded, full semester length course is the number of contact hours multiplied by the number of enrolled students per week. Short-term graded classes shall be equated to full semester length courses by pro-rating on the basis of the number of weeks the course is taught compared to a full semester length course.

Example 1: 3 contact hours/week × 30 students = 90 WSCH

Example 2:

8-week class is 50% of 16-week semester, therefore:

$$(3 \text{ contact hours/week} \times 30 \text{ students}) \div 2 = 45$$

WSCH

15.6.3.1 Timing of WSCH Computation

In assigning support personnel, such as readers, typists, aides, the initial WSCH shall be based on the actual enrolled students during the first week of classes plus any special circumstances reported to the division chairperson or other appropriate person. This initial WSCH shall be monitored during the first and second census periods to determine any adjustments to assignments of support personnel. In determining the granting of additional load units of 15.5.3.2 of this Article, an average of first and second census weeks WSCH shall be the timeline used in determining the load unit factor.

15.6.3.2 Formula for Additional Load Units

The following formula shall warrant reduction of load unless offset by other factors such as readers, aides, assistants, or semester balancing:

- a) One (1) additional load unit shall be granted for 800+ WSCH,
- b) Two (2) additional load units shall be granted for 900+ WSCH,
- c) Three (3) additional load units shall be granted for 1000+ WSCH.

15.4 Large Class Enrollment

15.4.1 Teaching Load Units for Large Class Enrollment

Effective January 1, 2020, large class enrollment in credit course sections shall The following formula shall warrant reduction of load for full-time contract faculty based on the following formula applied at the census date for the section: unless offset by other factors such as readers, aides, assistants, or semester balancing:

- 60-89 students = 1 additional TLU
- 90-119 students = 2 additional TLU
- 120-149 students = 3 additional TLU
- 150-179 students = 4 additional TLU
- 180-209 students = 5 additional TLU
- 210+ students = 6 additional TLU

15.4.2 Payment for a Large Class Enrollment WSCH

Effective January 1, 2020 Non-contractual part-time employees on Schedule B may shall be granted an additional compensation for large class enrollment in credit course sections based on the following formula:

- 60-89 students = 1 additional hour/week
- 90-119 students = 2 additional hours/week
- 120-149 students = 3 additional hours/week
- 150-179 students = 4 additional hours/week
- 180-209 students = 5 additional hours/week
- 210+ students = 6 additional hours/week

~~Non-contractual employees on Schedule B may be granted one half (1/2) hour per week for classes of from 90 to 110 student enrollments, and one (1) hour per week for classes in excess of 110 student enrollments based on Census Week 1 enrollments. Teaching methodology, types of tests, the use of classroom aides and other related factors shall be considered by the appropriate administrative dean in granting or not granting large class WSCH payment.~~

15.5 Teaching Load Units for Excess Course Preparations as a Load Unit Factor for Schedule A Employees

15.5.1 Definition of a Course Preparation

A course preparation refers to a different course. Multiple sections of the same course equal only one (1) preparation. However, additional preparation credit may be authorized by the Dean of Instruction based upon different approaches used in multiple sections, experimental approaches, etc.

15.6.4.2 Number of Preparations

Different course preparations in excess of three (3) per semester will credit the instructor with one (1) extra load unit.

15.6.4.3 New Course Preparation

Normally new course preparation is an expected responsibility of contractual employees; however, upon recommendation of the division chair, additional load units may be authorized by the Dean of Instruction based upon the degree of difference of the course.

15.6 Evaluation as a Load Factor

The evaluation performed by the unit member, which when excessive, when a necessary part of the discipline, and a required grading element of the course, shall merit larger load unit weights for the specific courses involved. The specific Division and Department Load Policies shall be in accordance with this factor and shall be those attached to this Agreement in Exhibit F.

15.6.6 Support Personnel as a Load Factor

~~The number of support personnel such as readers, typists, aides, etc., shall be granted as compensations for overloads in accordance with section 15.5.1.2.2.2 of this Article, in lieu of credit for additional load unit in accordance with section 15.6.3.2 of this Article. In addition, support personnel shall be granted under the following formula:~~

15.6.6.1 General Provisions

~~When the number of weekly student contact hours is in excess of 500;
500 – 650 yields 3 hours of reader time per week,
650 – 800 yields 5 hours of reader time per week,
800 – 1000 yields 8 hours of reader time per week.~~

15.6.6.2 Other

~~Whenever instructional needs justify reader assignment, the division or department chairperson or other appropriate person may recommend to the appropriate Dean such assignment.~~

15.6.7 Consultation as a Load Factor

The amount of consultation performed by a unit member shall be offset by appropriate typists and/or counseling aides when approved in advance by the appropriate dean.

15.6.8 Non-Teaching Assignments as a Load Factor

15.6.8.1 Balancing Underloads

In the event that a unit member is assigned to institutional activities, other than classroom teaching, to balance a semester load, such assignments shall be in accordance with 15.5 of this Article.

15.6.8.2 Assignments for Administrative Duties or Liaison

In the event that a unit member is assigned to non-teaching duties as a part of the load for administrative duties or liaison activities as specified in Article 17, such positions shall be offset by the appropriate release time as attached to this Agreement in Exhibit D.

15.7 Summary of Loads

The Office of Academic Affairs Instruction shall maintain keep an updated records of the load for of all each faculty members. temporary, contract, and regular unit member on Schedule A in the Load History Book. This book shall be located in the Office of Instruction and shall be Records of faculty load are available for review, upon request, by any unit member. Also, copies of current load history sheets shall be sent to each division chairperson for all cited personnel in this section in the division.

15.8 Independent Study Courses Stipend as a Load Factor

The number of students taking Effective January 1, 2020, faculty members supervising independent study courses shall be compensated with a stipend of \$150 per student. requiring individual supervision and not included in the published schedule shall be counted towards load at a rate of 0.0333 TLU/student/unit. Only students receiving transcript credits officially registered for an Independent Study section at census will count towards the stipend. instructor's load. TLU values will be assigned in the semester following completion of the course. This load credit cannot be earned during the last semester of employment.

15.9 Cooperative Work Experience Load/Stipend

Effective January 1, 2020, the load value for Cooperative Work Experience (COOP) is 0.12 TLU per enrolled student. If COOP students are not counted towards a faculty unit member's full-time semester load, the faculty unit member will be compensated with a earn a work experience stipend of \$75-\$150 per student. Only students officially registered for an COOP section at census will count toward the stipend.

15.7 Non-Teaching Support Service Faculty Load

The measure of the non-teaching faculty load shall be the workweek. The provisions of this section shall cover the college nurse, the librarians, and all other non-teaching personnel not referenced elsewhere in this article.

15.7.1 Full-Time

Full-time non-teaching support service staff shall be scheduled on campus for a minimum of thirty-five (35) hours per week to perform their primary duties, which may include teaching hours that have been granted load unit credit as designated in 15.7.3 of

this Article. Evening and off-campus activities may be scheduled as part of the assignment.

15.7.2 Part-Time

The college workload for a semester or a year for part-time non-teaching support service faculty shall be pro-rated on the basis of the full-time workweek in 15.7.1.

15.7.3 Split Load

In the event that a support service unit member is assigned teaching activities, load units for teaching shall be granted according to Exhibit F. Personal Development classes shall receive .50 teaching load units as cited in 15.6.2.5 of this Article. A higher unit value may be assigned by the Dean of Instruction for Personal Development courses with unusual instructor time requirements.

15.8 Categorically Funded Program Employee's Workweek

(e.g., VEA, Subpart III and Disadvantaged Projects, EOPS, Upward Bound, College Readiness Programs, and all other programs based on categorical funding not referenced elsewhere in this article.)

15.8.1 Workweek

The workweek of categorically funded unit members shall normally be thirty-five (35) hours per week.

15.8.1.1 Federal and State Programs

Classes taught by unit members in Federal and State Programs, which are an integral part of those programs and for which no minimum class size is required, shall be included on an hour for hour basis as part of the thirty-five (35) hour workweek. Other classes not referenced elsewhere in this article shall be equated for workweek purposes per Section 15.8.1.2.

15.8.1.2 College Readiness Program

Classes taught by unit members in the College Readiness Program shall be equated at .035 of a workweek for each class hour. The total class hour value shall be subtracted from the thirty-five (35) required weekly hours to determine the workweek.

Example: 16 teaching hours x .035 = .56 x 35 = 19.6 - 35 = 15.4 + 16 = 31.4 weekly on duty hours

15.8.1.3 Other Categorically Funded Programs (Not referenced elsewhere in this article)

Unit members in other categorically funded programs which may be initiated during the life of this contract shall have their workweek established on the basis of 15.8.1.1 and 15.8.1.2 above.

15.8.1.4 Special Circumstances

An hourly unit member teaching a course in a categorically funded program which meets institutional minimum class size requirements and uses the same methodology and standard course outline used in the regular program shall be paid for that course on Schedule B.

15.8.2 Teaching Load Increase

Teaching loads in categorically funded programs may be increased to the level required by the agreement with the funding agency. In all instances, the state and federal requirements written in the grant shall take precedence over the Agreement with the Association.

15.8.3 Workyear

The length of the workyear shall be the contractual calendar but may be extended based on program needs with payment in accordance with Section 15.12.3.

15.10 On-Duty Requirement for Contractual Personnel

15.10.1 Teaching Personnel

Full-time certificated staff shall be on campus a minimum of twenty-five (25) hours per week during the contractual year, excluding the final examination periods. During final examination periods, all full-time certificated staff shall be available to students, faculty, and administration through the last scheduled day of each semester including graduation day.

15.10.2 Counselors, Supportive Services Personnel, and Other Non-Teaching Personnel

Full-time certificated staff shall be on campus a minimum of thirty-five (35) hours per week during the contractual year. Five (5) of the thirty-five (35) hours shall normally be in non-student contact institutional duties and responsibilities subject to District statement of contingency need.

15.10.3 Part-Time Teaching and Non-Teaching Personnel

The duties and responsibilities of part-time contractual unit members shall be pro-rated in accordance with the duties and responsibilities of a full-time contractual unit member in order to establish the appropriate workweek on duty requirements.

15.11 Class Size

Class sizes shall be established as follows:

15.11.1 Minimum Class Size

The minimum class size for enrollment startup purposes shall be set at fifteen (15) students. The minimum may be waived for advanced sequence courses and specialized courses.

15.11.1.1 Minimum Class Size for Learning Skills Classes

The comparable minimum class size for Learning Skills classes shall be set at twelve (12) students. This minimum may be waived to accommodate the needs of severely disabled students.

15.11.2 Maximum Class Size

The maximum class size shall be based upon established by the Department Chair in collaboration with Division Chair and appropriate Dean, seating capacity of the room or laboratory work stations plus an attrition factor where appropriate. For Learning Skills classes, the Maximum class size may be reduced appropriately to accommodate the needs of severely disabled students. Those

exceptions granted in the past are hereby incorporated into this Agreement by reference (Exhibit F). Upon mutual consent of the appropriate Dean, the Division Chair, and the unit member, ~~the established maximum class size may be revised~~ a course may be offered as a large WSGH enrollment with additional load based on section 15.4.1 or additional compensation based on section 15.4.2..

15.12 Class Cancellation

Class cancellation shall be at the discretion of the District. ~~Normally, a scheduled class shall not be cancelled until the close of arena registration. Such Cancellation shall~~ may take place prior to the first class meeting ~~only upon consultation with the appropriate division chairperson(s) or other appropriate persons and~~ upon review of the enrollment history, ~~and the nature of the offering, and consideration of other factors such as. Other factors that may be considered are~~ the importance of the course to the students enrolled in the course and the importance of the course to the academic program.

15.10.4 Classes Open Through Second Meeting

~~Normally, any class that is not cancelled at the close of registration shall be held open through the second meeting in order to meet minimum enrollment as provided in 15.10.1 of this Article. However, this decision shall be made by the District and based upon considerations such as those referred to in section 15.10.3.~~

15.13 Office Hours

15.13.1 Definition

An office hour is defined as a fifty (50) minute period of time when a unit member is available for student consultation ~~and present in his or her assigned office or in a posted instructional area; i.e., classroom or laboratory related to his or her teaching assignment.~~ Office hours and student advisement time have no load value in relation to teaching assignments. Contractual faculty provides student advisement and office hours over and above the teaching assignment, and no load value is placed on those hours. Office hours ~~and student advisement time as provided in 15.11.4~~ are not to be considered in determining the 67% as defined in Education 87482, because that percentage is defined on the basis of Teaching Load Units as defined elsewhere in this contract.

15.13.2 General Provisions

Teaching faculty with assigned office hours shall schedule office hours ~~with the concurrence of the appropriate dean or appropriate supervisor~~ in locations and/or modality (i.e. face-to-face, online) and times which are appropriate to meet ~~so as to be convenient both to~~ the needs and schedules of students and their own teaching schedules.

15.13.3 Number of Hours/Contractual Personnel

15.13.3.1 Contractual Full-Time Faculty

Contractual teaching faculty shall schedule a minimum of five (5) office hours each week that classes are in session ~~with a minimum of three (3) days coverage within each week.~~

15.11.3.2 Contractual Part-Time Faculty

Contractual teaching faculty shall schedule a proportionate number of office hours as their assignment relates to that of a full time instructor.

15.13.3.3 Non-Contractual Part-time Faculty

Effective July 1, 2019*, non-contract hourly teaching faculty shall be paid a stipend for office hours based on hourly teaching assignments as follows:

Semester Teaching Assignment*	Office Hour Expectations Per Semester	Stipend Per Semester
0.1-3.99 hours/week	2 hours	\$100
4.0-6.99 hours/week	4 hours	\$200
7-10 hours	6 hours	\$300

*faculty allocated student advisement time under the prior contract for fall 2019 will not receive the additional office hour stipend.

15.11.4.1 Procedures for Student Advisement Time

15.11.4.1.1 Student Advisement Pool Account

The District shall establish a "Student Advisement Pool Account" for Office Hours for non-contract instructors. The District's total financial obligation shall be \$27,000 per year. The District's total financial obligation shall be increased annually by the percentage of the salary adjustment formula described in 16.8. The increase shall be applied in the year following the increase to salaries.

15.11.4.1.2 Advisory Committee

An advisory committee, composed of division chairpersons and an administrative representative, will allocate office hours.

15.11.4.1.3 Requests for Office Hours

Eligible non-contractual hourly bargaining unit members may voluntarily request a maximum of thirty (30) minutes per week of student advisement time for each course taught, in accordance with the terms and conditions listed below.

15.11.4.1.4 Eligibility

All non-contractual hourly unit members will be eligible for student advisement time with the following exceptions and conditions:

- a) Non-credit classes (900 level courses) shall not qualify.
- b) Only classes offered during the Fall and Spring semesters will qualify.

15.11.4.1.5 Implementation

a) Allocation

The appropriate Administrator shall allocate funds equally between Fall and Spring semesters. Funds are allocated based upon the total number of students served by an adjunct instructor during the semester in question, the largest

number of students per instructor being funded first and then in descending order, until the allocation is exhausted. In the event the Fall allocation is not fully spent, the unspent monies shall be made available for the Spring semester.

b) Notification

The District shall notify all non-contractual hourly unit members of the availability of paid student advisement time no later than when they receive their class rosters during the first week of each semester.

15.11.4.1.6 Requests for Student Advisement Time

Attached to or part of the notification shall be a teacher request form which will ask for the following information: teacher's name, division/department, teacher's hourly pay rate, courses for which advisement time is requested, the time(s) and place(s) advisement time will be held, and the number of students enrolled as of the first class meeting. Requests for student advisement time must be presented to the Advisory Committee by Noon, Friday, the first week of classes. The District will post notices for adjuncts teaching only Thursday evening classes that requests can be turned in at the Administration Building.

15.11.4.1.7 Approval of Student Advisement Time

On Friday afternoon of the first week of classes, the Advisory Committee will meet to make a final decision on allocation of student advisement time within the District's financial obligation, and transfer funds among divisions, if necessary. Once this eligibility list has been established, it shall be forwarded to:

- a) the appropriate administrator so he/she can send out the standard schedule forms (indicating teaching and office hour times);
- b) the Association's Chief Negotiator.

15.11.4.1.8 Requirements for Eligible Teachers

Once advised of their eligibility for student advisement time, non-contract teachers shall post this information outside their office sites, or another location conspicuous to students, include it in their "green sheets", and file the standard teaching/office hour form with the Office of Instruction. Scheduled student advisement time shall begin the second week of the semester and shall continue up to but not include finals week.

15.11.4.1.9 Unused Funds

In the event that there are unused funds remaining in the Student Advisement Time Pool Account at the conclusion of the fiscal year, the remaining monies shall be returned to the District's general accounts.

15.11.4.2 Procedure for in Lieu Student Advisement Time

Any office hours served under the provisions of the flexible calendar in lieu of instruction time authorized under Section 11.3, shall be recorded on timecards and shall not exceed the authorized entitlement.

15.11.4 Posting

All full-time teaching faculty shall post their schedule of office hours on, or adjacent to, their office doors. A copy of each staff member's class and office

hour schedule shall be submitted to the Office of Instruction no later than the end of the first teaching week of each semester on forms provided by the District.

15.11.5 Rescheduling

~~With approval of the appropriate dean or appropriate supervisor, instructors~~ Faculty may reschedule office hours as necessary. Faculty shall notify their Division office and Dean of such changes to office hours and shall be posted updated schedule(s) on their office ~~doors with their schedule of office hours~~

15.11.7 Cancellation

Office hours that are cancelled because of faculty meetings or other assignments directed by the administration may or may not be rescheduled at the option of the instructor.

15.12 Work Year and Load

15.12.1 Presence on Campus

All contract/regular unit members shall normally be on campus each of the duty days ~~on which they have scheduled face to face instruction in the instructional year.~~ Teaching faculty shall not be required to be present on campus during periods not within the contractual year. ~~The on-campus requirement does not apply during final examination periods for days that instructor has no scheduled final exam.~~ However, instructors shall be available to students, faculty, and administration until the last scheduled day of the semester.

15.12.2 Non-Teaching Faculty/Counselors Work Year

The administration shall have the prerogative of assigning non-teaching staff and counselors to any duty days specified in section 11.2 during the year so long as the staff member has worked out a mutually acceptable compensatory time arrangement. Such compensatory time arrangement shall include the options of the following:

- Two (2) four (4) week periods
- One (1) eight (8) week period
- A period of unassigned time during the contractual year that is arranged by the appropriate director, appropriate administrator, and/or chairperson with the mutual consent of the unit members so affected.

15.13 Additional Faculty Duties

The parties expressly recognize that the District has the authority and the right to assign faculty members to perform ~~any~~ duties outlined in the Board's Policies and Procedures, in accordance with Article 24, and to discipline those faculty members who do not perform such duties and responsibilities.

~~Unless necessary, additional faculty duties, including attendance at committee and hiring committee meetings, should not be scheduled on days not within the contract year. If committee meetings must be scheduled outside the normal contract year, the District will pay faculty attendees for each hour or partial hour for meetings attended and/or work performed in preparation for meetings using the non-contract/non-instructional flat rate of \$60/hour.~~

~~The parties agree that the Academic Senate's Committee on Committees, with a District and an Association representative serving as ex-officio members, will compile a comprehensive list of faculty involvement in those Duties and Responsibilities of instructors outlined in the Governing Board's Policies and Procedures. The District shall provide the Association with a list of faculty reassigned time and additional duties no later than October 1 each year.~~ This list will be used as the basis for identifying and monitoring the duties and responsibilities to be performed by all faculty members. The District will, within established procedures, rely primarily upon the Academic Senate to recommend faculty members for duties in addition to their teaching assignments, in an equitable manner.

15.14 Discipline

For any disciplinary action the District will follow the requirements of due process set forth in the Education Code ~~and District policies and procedures.~~

ARTICLE 16 - SALARIES

16.1 Schedules

Unit members shall be paid in accordance with the following salary schedules. (See Exhibit A.)

16.1.1 Schedule A - Contract Faculty Salary Schedule

Schedule A shall apply to all full-time contractual employees. Partial contractual employees shall receive a pro-rata pay based upon this schedule.

16.1.1.1 Doctoral Bonus

The doctoral bonus shall apply to contractual employees with an earned doctorate from an accredited institution; partial contractual employees eligible for the doctoral bonus shall receive a pro-rata level established in section 16.1.1 of this article.

16.1.1.2 Multiple Master's Degree Bonus

An annual stipend will be granted to contractual unit members with multiple master's degrees from accredited institutions. ~~This stipend is not retroactive for service before July 1, 1994.~~ Unit members receiving a stipend for an earned doctorate will not be eligible for a multiple master's degrees stipend.

16.1.2 Schedule B - Hourly Faculty salary Schedule

~~Effective July 1, 2019,~~ Schedule B shall apply to non-contractual hourly ~~faculty employees~~ and to ~~contract faculty employees~~ working ~~on an~~ overload assignments ~~basis~~.

16.1.2.1 Hourly Certificated Schedule B-1

~~Schedule B-1 shall be used for payment of employees who teach credit classes and are receiving Health and Welfare benefits.~~

16.1.2.2 Hourly Certificated Schedule B-2

~~Schedule B-2 shall be used for payment of employees who teach credit classes and are not receiving Health and Welfare benefits.~~

16.1.2.3 Overload Pay for Employees on a Contractual Basis

~~Employees on a contractual basis shall be paid on the appropriate hourly certificated schedule when performing services as overload during the academic year.~~

16.1.2.3.1 Overload Limitations

~~Faculty Employees'~~ overload assignments shall be limited to ~~an average of six (6) hours per week each semester.~~ This limitation may be waived by the appropriate Dean, based on program need. ~~A summary of faculty overload assignments will be sent to the Association upon request. Notification of such waiver shall be sent to the Association each semester that it is used.~~

16.1.3 **Non-contract, Non-instructional Faculty Assignment Compensation Schedule G**

Effective January 1, 2020, faculty performing non-teaching duties that are outside of those assignments designated on an NOE and paid on Schedule B (such as attending meetings and committee work) outside of their normal contract year shall be paid a flat rate of \$60.00 per hour. ~~Schedule G shall apply to non-contract hourly employees performing duties as counselors, librarians, nurses, and those who are assigned to course/program development or are employed in categorically funded programs as defined in section 15.8. The present categorically funded employees shall be maintained at their current wage rate until Schedule G rates equal their present wage rate.~~

16.1.3.1 **Hourly Certificated Schedule G-1**

~~Schedule G-1 shall be used for payment of employees designated in section 16.1.3 who are receiving Health and Welfare benefits.~~

16.1.3.2 **Hourly Certificated Schedule G-2**

~~Schedule G-2 shall be used for payment of employees performing duties defined in section and not receiving Health and Welfare benefits.~~

16.2 **Effective Date of Implementation of Exhibit A – Salary Schedules**

The salary schedules listed in Exhibit A are effective for all employment after July 1, 2004.

16.3 **Reopening Negotiations**

The parties agree that negotiations will not be reopened for the academic years 2004-05 through 2006-07.

16.2 **Placement and Advancement on Salary Schedule**

16.4.1 **Column Placement**

~~Faculty Employees shall be placed on the appropriate column of the salary schedule that applies to them in accordance with the chart shown in as Exhibit A. Placement of holders of Eminence Credentials shall correspond to the requirements of the Columns.~~

Column placement shall be verified by official transcripts and other supporting evidence provided by the faculty member. All faculty shall be initially placed on Column 1 pending verification of proper column placement.

16.4.2 **Column Advancement**

Following initial proper column placement, advancement to higher columns is determined as follows:

Non-CTE Academic Disciplines

- ~~• By earning higher degrees in an accredited institution~~
- **By Completion of college-level semester-units credit courses (including those offered as extension courses) from an accredited institution in a discipline** ~~The choice of college-level credit courses to be used for~~

~~column advancement must be~~ appropriate to the assignment at the District and ~~shall be~~ approved in advance* by the District.

CTE Occupational Disciplines

- ~~By Gaining years of~~ ~~By occupational or vocational~~ industry work experience (including part-time work ~~occupational or vocational~~ experience) in a field of employment appropriate to the assignment at the District and approved in advance by the District.
- ~~By earning higher degrees in an accredited institution~~
- ~~By Completion of college-level semester-units credit courses (including those offered as extension courses) from an accredited institution in a discipline~~ The choice of college-level credit courses to be used for ~~column advancement must be~~ appropriate to the assignment at the District and ~~shall be~~ approved in advance* by the District.

* Should the District not approve course for use toward column advancement, the District shall respond in writing to the faculty member within 30 days of receiving the proposal and offer justification for denial.

For non-contractual hourly employees on Schedule B ~~and C~~, occupational experience shall apply to initial placement only.

~~The conditions italicized above in 16.4.2 shall become effective as of July 1, 2007, and shall not be applied retroactively.~~

16.4.2.1 Advancement Beyond the Highest Column Step

Once ~~faculty employees~~ have reached the highest step in any column on their ~~salary~~ schedule, they may advance to a higher column upon completion of all requirements for that higher column.

16.4.3 Non-Contractual Employee Advancement

~~Effective July 1, 1982,~~ Non-contractual employees on Schedule B ~~and C~~ who complete the professional growth requirement cited in Exhibit E shall be eligible to move beyond step 3 and step 7.

16.4.4 Column and Step Advancement Freeze

16.4.4.1 Unsatisfactory Evaluation

In the event that any ~~faculty unit~~ member receives an unsatisfactory evaluation through procedures described in ~~Article 14 the Certificated Evaluation Policy and procedures~~, the employee will be notified that he or she has not met the requirement for advancement and that it is the intent of the District to freeze ~~their his or her~~ step/column advancement, but if the faculty member ~~employee~~ meets the requirement within the next twelve (12) month period, no loss of continuity would occur. If the ~~faculty member employee~~ fails to meet the requirement within the grade period, loss of continuity of progression would be imposed.

16.4.4.2 Professional Growth

If at the end of any four (4) year period a unit member on Schedule B or C has not satisfied the professional requirement described in the Professional Growth Policy, his or her salary will be frozen at the then current step and column until the requirement is satisfied. This section does not apply to unit members on Schedule A.

16.4.4.3 Truncation

A unit member who has reached the top of any truncated column shall not receive step credit on the next higher column for the years during which frozen at his or her step on the lower column.

16.4.5 Column Advancement Verification

The ~~faculty member employee~~ shall submit verification of ~~the~~ completion of unit requirements ~~and/or industry work occupational~~ experience for movement to a higher column. Such verification shall be by official ~~grade slip or~~ transcript, or in the case of ~~industry work occupational~~ experience such records as applicable. ~~For employees on Schedule A, records for verification presented on or before the Friday of the first week in September in any year shall apply to salary adjustment effective that year. Request for advancement shall be on file no later than June 15. For employees on Schedule B and C, verification must be on file in the personnel file prior to the beginning of the work assignment. Any extenuating circumstances affecting the date of submission of verification shall bear upon the salary adjustment that year after notification of such circumstances to the appropriate dean.~~

16.4.6 Step Placement

~~The conditions italicized in 16.4.6 below shall become effective for employees hired after July 1, 2007, and shall not be applied retroactively. Employees Faculty~~ shall be given credit at the time of initial step placement on Salary Schedule A for previous experience up to a maximum of five (5) years (step 6). Full-time and part-time experience may be combined for initial step placement.

16.4.6.1 Full-Time Academic Credit

Initial step credit shall be awarded for full-time academic experience appropriate to the assignment at the District in an accredited secondary school, college or university at the rate of one (1) step for each year of full-time experience up to a maximum of *five (5) years* which corresponds to step *six (6)*.

16.4.6.2 Part-time Academic Credit

Initial step credit shall be awarded for part-time academic experience appropriate to the assignment at the District in an accredited secondary school, college or university at the rate of one (1) step for each *thirty (30) semester units* or equivalent of part-time experience up to a maximum of *five (5) years* which corresponds to step *six (6)*. *Units taught in Summer Session may be included.*

16.4.6.3 Full-time Work Credit for CTE Occupational/Vocational Disciplines Only

Initial step credit for full-time work experience in ~~CTE occupational or vocational programs disciplines~~ at the rate of one (1) step a year for each full year of work experience up to a maximum of *five (5) years which corresponds to step six (6)*.

~~Occupational or vocational Industry~~ work experience may be used either for column placement or step placement, but not for both.

16.4.6.4 Part-time Work Credit for CTE Occupational/Vocational Disciplines Only

Part-time work experience in ~~CTE occupational or vocational programs disciplines~~ can be combined for initial step credit. Each full year of combined part-time work will count for one (1) initial step credit up to a maximum of five (5) steps which corresponds to step six (6).

~~CTE occupational or vocational~~ work experience may be used either for column placement or step placement, but not for both.

16.4.6.5 Exclusion

Credit for previous experience for placement purposes shall not be granted for the following:

- Experience as a teaching or laboratory assistant
- Work experience necessary to qualify for any California Community College Credential

16.4.7 Step Placement on Schedules ~~B and C~~

All hourly pay unit members and contract/regular unit members shall initially be placed on step 1 of the appropriate Hourly Salary Schedule. In the event that an employee is changed from payment on Schedule A to payment solely on Schedule B or C, the employee shall be placed on the appropriate step on Schedule B or C.

16.4.8 Step Advancement

Following the initial step placement, salary step advancement for ~~faculty employees~~ on Schedule A shall be at the rate of one (1) step for each year ~~employed by the District of experience as an employee~~. If a ~~faculty member an employee~~ on Schedule A is employed for at least one (1) semester of an academic year, then ~~they that employee~~ shall be given credit for that year's experience for step advancement purposes.

Salary step advancement for ~~non-contract, part-time faculty employees~~ on Schedule ~~B and C~~ shall require ~~the employee to teach or perform other paid service~~ 100 hours (or two 3-unit classes) ~~or more~~ of ~~paid service within the district~~ over two (2) terms (Summer ~~Session~~, Fall, ~~and/or~~ Spring ~~and intersession~~) for each one (1) step increase. Step advancement ~~for such~~

employees shall be limited to no more than two (2) steps increases per academic year and will become effective at the start of the next academic term (fall, spring, or summer).

- Every 100 or more hours (or two 3-unit classes), one step increase is granted unless Professional Growth documentation is required
- ~~Extra hours over 100 are eliminated after each step increase~~
- ~~Only one step increase is granted at one time~~
- Step increases are limited to 2 per academic year
- In this application only, the academic year begins in the Fall (Fall, Early Spring, Spring, Summer)
- ~~If less than two steps are given in any academic year, the hours carry over to the next academic year~~
- ~~If two steps are given in an academic year, hours are not carried forward~~

~~Increase only one step when Professional Growth documentation is presented if at least 100 hours have been worked since the last step increase; additional hours are not carried forward.~~

16.4.9 Professional Work Units

~~Units of professional work required for any California Community College Credential shall, for placement purposes, be counted as applicable to that credential and shall not also be used for subsequent column advancement or step advancement as semester units required for that step/column.~~

16.4.10 Right to Waiver

Under extenuating circumstances, the Superintendent/President may waive a condition of placement and advancement. Any such waiver shall be subject to ratification by the Governing Board.

16.4.11 Audit of MPC Courses for Professional Growth Requirement

The District shall allow unit members to enroll in regularly scheduled courses at MPC at no cost to the unit member (pursuant to Education Code 76370 - Audit of Courses; Fees; Regulations) and these courses may be used to satisfy their professional growth requirement. Unit members must complete the same amount of course work as other students, and unit members enrolled in these courses shall be held to the same grading standards. Upon successful completion of the course, the unit member shall request that the course instructor fill out a grade form to be appended to the professional growth form. Such verification must be received by the dean prior to the granting of any professional growth credit. Unit member does not count towards minimum class size, nor will transcript credit be granted.

16.5 Right to Withhold Pay

The District may withhold the last month of service of an employee's pay for failure to ~~return~~ submit grade reports and class ~~rosters~~ ~~rollbooks~~ or return college property at the prescribed time when the employee has been notified two (2) weeks in advance of such deadlines with District discretion when not practicable to meet the two (2) week notice period. Notice of such waiver shall also be sent to the Association. Payment of such

withheld pay shall be made within ten (10) calendar days after filing of all such reports if after the regular payday or the last month of service.

16.6 Cancelled Classes

Hourly **part-time** and **full-time** contract ~~regular-unit~~ **faculty** members teaching overload whose class is cancelled shall be compensated by the District for the actual in-class hours of instruction delivered ~~worked~~. Faculty teaching online classes that are cancelled during the first week of class shall be paid for the number of hours the class was scheduled to meet online for that week.

16.7 Campus Closure

Adjunct and contractual unit members teaching overload whose classes are cancelled due to closure of the campus will be compensated for those class(es) cancelled solely due to the closure of campus.

16.8 Scheduled Salary Increases

2019-2020: Effective July 1, 2019, Salary Schedules A and B will be increased by 3%.

2020-2021: Effective July 1, 2020, Salary Schedules A and B will be increased by the community college COLA percent increase provided by the State of CA for that fiscal year less 1% (COLA-1.0%). If both the PERS and STRS enacted employer contribution rates remain unchanged or decline in 2020-21, or the District receives a one-time unrestricted general fund lump sum payment specifically for pension relief from the state, the District and CTA shall meet and discuss the impact of such items.

2021-2022: Effective July 1, 2021, Salary Schedules A and B will be increased by the community college COLA percent increase provided by the State of CA for that fiscal year less 1% (COLA-1.0%). If both the PERS and STRS enacted employer contribution rates remain unchanged or decline in 2021-22, or the District receives a one-time unrestricted general fund lump sum payment specifically for pension relief from the state, the District and CTA shall meet and discuss the impact of such items.

16.8.1 “Hold Harmless” Salary Schedule Reduction

If, at the expiration of the revenue minimum provision (“hold harmless”), the Student Centered Funding Formula (SCFF) is fully implemented and the 2022-23 Advanced Apportionment (AD) Adjusted Total Computational Revenue (ACTR) (issued in or around July 2022 is less than the 2021-22 Period (P2) Adjusted Total Computational Revenue (issued on or around 2022), faculty salaries shall be reduced. The allowed reduction shall match the percentage decline in the ACTR, but shall not be more than the total percentage applied to Schedule A since 2018-19. Any reduction in faculty salaries due to this article may occur only upon the following:

- All other MPC employee contracts and collective bargaining agreements have been amended prior to June 30, 2022 to include language guaranteeing the same salary give back.

- The Monterey Peninsula Community College District does not hold Board unallocated reserves in excess of 14% of the unrestricted general fund.
- Negotiators for MPCCD, the classified staff union, and MPCTA have met prior to June 30, 2022 to consider whether there are any options to reduce total compensation, without reducing employee salaries.

This language is to focus on the impact of the full SCFF implementation. The nature and intent of this language shall remain until the SCFF is fully implemented, although, it shall be reviewed annually for updates on “hold-harmless” or “revenue minimum” dates.

16.8.2 In the event that 16.8.1 is implemented, as MPC revenues increase after 2022-23, MPC agrees to increase faculty salaries by the same percentage as the ACTR increase in each year until faculty salaries have returned to the rates from 2021-22.

16.9 Comparable Pay For Part-time Faculty

The District and Association agree to the goal of comparable pay for comparable work for part-time faculty.

ARTICLE 17 - EXTRA DUTY ~~AND EXTENDED YEAR PAY~~

- 17.1 Overload, Summer Session, Early Spring Intersession, and Substitute Assignments**
Faculty Employees shall be paid according to the ~~on the appropriate~~ Hourly Faculty ~~Certificated-Salary~~ Schedule for Overload, Summer Session, Early Spring, Intersession, and substitute assignments.
- 17.2 Non-contractual, Non-instructional Faculty Teaching, Extra-Duty Assignments**
Except as otherwise provided in ~~section 23.5 of~~ this Agreement, employees faculty performing authorized ~~extra-duty~~ non-teaching assignments (e.g., ~~research, surveys, developmental~~ special projects and participation in meetings outside of their normal contractual year ~~not as part of the load balancing formula of Article 15~~) shall be paid at the rate specified in 16.1.3 ~~on the appropriate Hourly Certificated Schedule~~.
- 17.3 Evaluation Pay**
~~Regular-unit Full-time faculty~~ members shall ~~may~~ be required to participate in classroom evaluations ~~as peer evaluators for~~ up to four (4) times per year as part of their normal duties. ~~Each evening and off-campus evaluation shall count as two (2) of the four (4) evaluations. Additional evaluations shall be paid at the rate of one (1) hour for on-campus day evaluations and two (2) hours for off-campus and evening evaluations on the appropriate Hourly Certificated Schedule.~~ Travel pay for off-campus evaluations shall be paid at the rate established in Article 21. If a faculty member complete additional classroom evaluations (beyond the required 4) they shall be compensated one hour per evaluation at the hourly faculty salary rate.
- 17.4 Extended Work Year**
Additional assigned weeks for unit members employed on a contractual basis with extended work year duties are listed in Exhibit D. The District shall notify the Association of any additional assignments ~~approved~~ or adjustments ~~to existing assignments approved~~.
- 17.5 Extra Responsibility Stipends Pay**
Extra responsibility ~~pay and Director's pay~~ shall be awarded as shown in Exhibit D ~~shall be awarded \$1,743 in 2006-07~~ and shall be adjusted ~~annually~~ by the same percent as any increase applied to Schedule A ~~generated by the salary schedule adjustment in 16.8~~.
- 17.6 Release-Reassigned Time**
Positions with authorized ~~release-reassigned~~ time to perform duties as specified are shown in Exhibit D.
- 17.7 Coaching Pay+**
Coaching pay shall be in accordance with the coaching pay schedule shown in Exhibit A ~~Schedule D and Article 11~~. The coaching schedule shall be adjusted on the same percentage basis as regular cost of living adjustments would apply to basic salary schedules. A head coaching assignment for a sport that has combined men's and women's teams shall be considered only one head coaching assignment.

A \$1500 stipend will be granted to the head coach of any athletic team that advances to post-season playoffs, finals, tournaments, Bowl games, or State playoffs.

17.8 ESL Placement ~~and Math Assessment~~

Compensation up to an annual maximum of \$1500 shall be awarded to the ESL Test Coordinator for ESL placement test coordination. ~~Compensation up to an annual maximum of \$1000 shall be awarded to the Math Department Chair or designee for math test assessment activities.~~ Compensation shall be paid based on the hourly faculty salary schedule (B) at the hourly rate on Schedule C1.

ARTICLE 20 - PART-TIME TEMPORARY FACULTY

THE DISTRICT AND ASSOCIATION AGREED NOT TO MAKE ANY CHANGES

ARTICLE 23 - DIVISION CHAIRPERSON

23.1 Selection Procedure

One (1) semester prior to the expiration of the division chairperson's term of office, the chairperson shall call for nominations. Service as Division Chairperson shall be restricted to full-time regular faculty who have more than a 50% teaching assignment in the division. With the consent of the full-time regular/contract divisional faculty, part-time, non-contract employees shall vote in the nomination procedure. The name or names of the person(s) nominated by the division shall be submitted to the Superintendent/President; every effort shall be made to nominate at least two (2) persons. After receiving the division's nominee(s), the Superintendent/President may consult with the division chairperson before making the final determination. The Superintendent/President's appointment shall not be limited to the list submitted. If no nominees are submitted, the Superintendent/President shall internally appoint someone to perform the functions and responsibilities of the chairperson of the division. In such a case, the assignment to fulfill division chairperson duties will not be restricted to faculty. All procedures shall be in accordance with state, federal, Governing Board and Equal Employment Opportunity laws.

23.2 Term

The term of office of the division chairperson shall be three (3) years. Re-election to successive terms is allowable and shall follow the same procedure outlined in section 23.1 of this Article. The Superintendent/President may reassign the division chairperson to other duties at the end of any semester. A shorter term of office may be requested by the individual serving as division chairperson.

23.3 Recall/Vacancy

A division may recommend to the Superintendent/President the removal of the division chairperson from the position. This recommendation shall be made following the first reading of a petition to recall signed by one third of the division. The first reading of a petition to recall shall be at a second regularly scheduled division meeting. Recall recommendation by the division shall follow the majority vote of the faculty in attendance at that division meeting **and shall be reviewed and approved by the President**. Such removal shall be deemed to be effective as of the end of the semester during which it was voted. In case of recall or vacancy, the selection procedures outlined in section 23.1 of this Article shall be followed. For the purpose of this subsection, voting faculty shall be defined as the outcome of the process described in section 23.1 above.

23.4 Job Description

The following describes the administrative, non-teaching functions for which the chairperson is responsible. Teaching responsibilities are described in other Articles of this Agreement. In accordance with institutional policies, the division chairperson shall perform the following non-supervisory, administrative tasks:

23.4.1 Staff **Coordination**

- Facilitate and coordinate **work assignments of by division faculty staff.**
- ~~Consult with the Dean of Instruction regarding changes in status of assigned employees.~~

- Provide such supervision of classified staff of the division as signing of time cards, administering sick leave procedures, and other procedures for coordinating the job performance of classified staff as assigned by the administration.
- Serve on screening committees for the division classified staff.
- Chair evaluation committees in accordance with evaluation policy, for divisional faculty contract certificated staff.
- Chair the selection screening committees for hiring of full-time faculty members within the division in accordance with established policies (federal, state, and local) and District Human Resources procedures.
- Oversee the screening and selection hiring procedures for the Division's part-time instructors and the pool of part-time divisional instructors, working in close cooperation with the appropriate Dean, the Associate Dean of Human Resources, and the appropriate department(s).
- Facilitate the day-to-day program process of substitute instruction, working in close cooperation with the appropriate Dean for approval of substitute instructors.
- Facilitate sick leave provisions as specified in Article 8 of this Agreement for the division.
- Apportion that amount of release time granted through this Article for the temporary staff, and use that time to coordinate and develop the Community Education Programs and those day campus offerings as applicable to the temporary staff.

23.4.2 Planning

- Assist in the preparation and maintenance of long-term and short-term educational, equipment, and facility plans for the division.
- Coordinate the development of Prepare and recommend, a division class schedules for all disciplines within the Division and recommend to include specific teaching assignments for the regular semester, summer session, winter session, and special sessions as requested by the administration with the aim of meeting student need and using the facilities effectively.
- Coordinate the program review, planning, and other related activities for all disciplines of the departments within the division.

23.4.3 Budget

- Monitor budget expenditures: assume responsibility for completion of appropriate budgetary tasks in a reasonable time.
- Initiate and monitor budgeted work order requests for necessary repair, remodeling, special maintenance, furniture requests, etc.
- Work with the Office of Instruction in the allocation of division reader time as specified in Article 15 of this Agreement.
- Prepare and recommend the annual division budget and coordinate the preparation of budgets for all disciplines within the division.
- Administer the approved annual budget to include the following: approve all purchase requisitions and maintain files of such, monitor

monthly balances, ~~monitor the divisional budgets for student help, travel, and film ordering.~~

23.4.4 Curriculum

- ~~Carry division recommendations on~~ Consult with Division faculty and Deans on major curriculum and ~~other~~ program changes additions, revisions, and deletions to be proposed for review by the College's curriculum review and approval process ~~to the appropriate dean.~~
- Participate in the curriculum review and approval process; review all curriculum proposals from the division to ensure that they meet College guidelines as well as comply with local, state, and federal guidelines.
- Identify appropriate learning outcomes assessment cycles for division curriculum and facilitate the completion of learning outcomes assessment, program review, and other division planning and reporting.
- ~~Initiate and assist in the development of new courses and new instructional programs.~~

23.4.5 Communication

- Facilitate communication among staff assigned to the division.
- Serve as the division's spokesperson in coordination with other division chairpersons and administrative personnel.
- Facilitate conflict resolution among assigned staff members and among appropriate staff and students enrolled in division classes.
- Serve as a member of the ~~Academic Affairs Advisory Group Instructional Council~~, the Administrative Council, and other committees.
- ~~Inform and~~ advise the appropriate Dean about matters of professional concern.
- Represent the division at each ~~Academic Affairs Advisory Group Instructional Council~~ meeting and be responsible for communicating recommendations, actions, and information to the division.
- ~~Serve as~~ ~~Participate in~~ the liaison between the college, business, and other groups as it pertains to the division.
- Conduct monthly ~~meetings of the~~ division ~~meetings~~ to ~~ensure~~ effective communication among members of the division in reference to proposed new curricula, business of the Academic Senate, the educational program, administrative matters, student educational needs, and other related matters.
- Participate ~~with the administration and counseling staff in the liaison in establishing pathways and partnerships~~ between the College and its high school, adult school, and university partners. ~~, and between the college and other colleges and universities.~~
- Be available to members of the division by setting aside a specific schedule of hours of availability per week.

23.4.6 Policies

- Facilitate in the administration of District policy and procedures in matters affecting the division.

23.4.7 Other

- Accept other duties similar to those enumerated above which are related to divisional affairs.
- ~~Participate Cooperate~~ in the ~~development of~~ recruitment of new student populations as they evolve from the ~~Division's new~~ courses and programs.
- Administer the approved division teaching load in cooperation with the Office of ~~Academic Affairs; Instruction through maintaining coordinate the development and maintenance of~~ load history sheets for ~~division faculty and balancing teaching load whenever necessary.~~
- Advise ~~division~~ instructors in the preparation of course outlines and textbook selection for the division and coordinate this activity with the appropriate Dean and the Bookstore Manager.
- Provide new and revised catalog copy to the Office of ~~Academic Affairs Instruction~~ annually.
- Prepare division course and ~~program information descriptions for publications~~ as requested by Academic Affairs ~~for publications, outreach, recruitment, marketing, and other purposes.~~

23.5 Length of Contract Year

~~Division chairpersons shall be paid 2.5% of their base contract for each additional week worked beyond the provisions of section 11.1 of this Agreement. Any additional weeks beyond the provisions of section 11.1 of this agreement must be approved in advance by the Superintendent/President.~~

~~Division chairpersons shall work an extended work year as defined in Article 17 and Exhibit D-1. Salary for additional days shall be paid as specified in Article 11.2~~

23.6 Compensatory Time Off for Duty Required During Non-Contractual Periods

Division Chairpersons, or a designee mutually agreed upon between the Division Chair and the District ~~in advance~~, shall be on duty on campus during Monday through Thursday evenings of the first week of fall and spring semesters. They shall also be on duty the first two days of early spring and of summer sessions. During these periods, they will monitor class enrollments and perform other duties as specified in Article 23.

For the above duty, chairpersons shall receive compensatory time off as follows:

Fall semester:	4 evenings (half days)	=	2 days
Spring semester:	4 evenings (half days)		2 days
Early Spring:			2 days
Summer:			<u>2 days</u>
	Subtotal	=	8 days
	Less one day of week already compensated	=	<u>- 1 day</u>
	Total compensatory time	=	7 days

These days off duty are to be scheduled at times of reduced workload.

23.7 Orientation ~~Release-Reassigned~~ Time for Chairperson-Elect

Efforts shall be made where practicable to schedule the teaching load of the chairperson elected to allow attendance at ~~Academic Affairs Advisory Group (AAAG) Instructional Council~~ meetings. Where scheduling does not permit attendance, ~~reassigned release~~ time ~~may shall~~ be ~~approved by the Vice President of Academic Affairs provided~~ when requested for attendance at ~~AAAG Council~~ meetings during the semester prior to assuming the Division Chair duties.

23.8 Reassigned Release-Time

The following guidelines shall be used for determining ~~reassigned release~~ time for division chairpersons:

23.8.1 Computation Basis

Computation of ~~reassigned release~~ time ~~for an academic year~~ shall be based upon the ~~Division's~~ scheduled personnel ~~as of Census week of the prior Spring term Census-Week I.~~

23.8.2 Classified Staff Inclusion

~~The number of classified staff shall be included in the computation of release time only when the classified staff are supervised directly by the chairperson, in accordance with the provisions of 23.4.1.3 of this Article.~~

23.8.3 Special Considerations

When budget items, special projects, curriculum development, hiring, and multiple-site scheduling go beyond the normal responsibilities of the chairperson, ~~these factors shall be considered for~~ additional reassigned time may be authorized by the Vice President of Academic Affairs. ~~through mutual agreement between the chairperson and the dean.~~

23.8.3.1 Hiring Committees

In the event a division chairperson is required to chair more than one ~~full-time~~ faculty hiring committee a year, that chairperson may appoint a designee to chair each additional hiring committee. In the event that the designee's assignments are such that ~~they he/she~~ cannot undertake this additional task, ~~additional reassigned time may be authorized by the Vice President of Academic Affairs the division chairperson may request additional reassigned time from the Vice President/Assistant Superintendent.~~

23.8.4 Other Adjustments

~~The administration reserves the right to make necessary adjustments, with such adjustments made after review of the division load index and consultation with the affected division chairperson. If the administration anticipates that an adjustment will result in a reduction, the Association will be notified and have an opportunity to participate in a consultation meeting with the affected division chairperson.~~

23.8.5 Division Chairperson Unit (DCU)

Effective January 1, 2020, the basis for reassigned release time shall be the number of division chairperson units (DCU's) within the division. DCU's in a division shall be determined by the following load index:

Each Classified Employee (Full-time)	=	1.0 DCU
Each Classified Employee (Part-time)	=	0.5 DCU
Each Regular Instructor (Full-time)	=	1.0 DCU
Each Regular Instructor (Part-time)	=	0.5 DCU
Each Contract Instructor (Full-time)	=	1.5 DCU
Each Temporary Instructor (Hourly 1st Semester)	=	0.5 DCU
Each Temporary Instructor (Hourly Other)	=	0.2 DCU
Each Temporary Instructor (Full-time Contractual)	=	1.5 DCU
Each Temporary Instructor (Part-time Contractual)	=	0.5 DCU
Each Full-time Contractual Faculty Member	=	1.0 DCU
Each Adjunct (hourly) Faculty Member	=	0.5 DCU

Instructors on sabbatical leave, leave of absence, and/or serving as Division Chairperson shall not be included in the reassigned release time formula. The determination of DCU load will be provided to the Dean of the area for final approval.

23.8.6 Reassigned Release Time Formula

Reassigned release time shall be determined as follows:

<u>Number of DCU's Within Division</u>	<u>Annual Reassigned Time in TLU's</u>
1 - 10.5	6 TLU's
10.6 - 15.5	9 TLU's
15.6 - 20.5	12 TLU's
20.6 - 25.5	15 TLU's
25.6 - 30.5	18 TLU's
30.6 - 35.5	21 TLU's
35.6 - 40.5	24 TLU's
40.6 - 45.5	27 TLU's
45.6 - 50.0	30 TLU's

23.8.7 Distribution of Reassigned Department Coordination of Release Time

When the provisions of the reassigned release time formula reach 24 TLU's, the division chairperson shall meet with the appropriate academic Dean to discuss whether the distribution division of reassigned release time to with other faculty in the division the appropriate department chairpersons is appropriate. Reassign time in excess of 24 TLUs and/or distribution of reassigned time shall be authorized by the Vice President of Academic Affairs or designee. When the department chair so affected is from the same discipline as the division chairperson, the provisions of this section may be waived.

23.8.8 English Department Chairperson Release Time

As indicated in Section 17.6 of this Agreement, the English Department Chairperson shall receive six (6) TLU's annual release time. NOTE: Reassign time listed in exhibit D2.

23.9 Agreement Interpretation by Division Chairpersons

Division chairpersons shall seek guidance from the appropriate district administrator on any questions of interpretation of this Agreement in performing their duties outlined in 23.4. An act of a division chairperson shall not be considered precedential nor binding on the District at any level of the grievance procedure outlined in this Agreement as Article 6.

23.10 Department Chairs

The role of a Department Chair is to represent a discipline within a division and are intended to increase participation in the leadership within divisions.

Effective January 1, 2020, Department Chairs will be established to recognize individual or groups of related disciplines. In the case that the District would like to treat a group of related disciplines as a single department, for the purpose of appointing a department chair, the District and the Association agree to negotiate the matter to ensure a reasonable workload. The district will fund Department Chairs based on the compensation outlined in 23.12.

23.10.1 Department Chair Selection Process

Department Chairs will be selected to serve a two year term. Full-time tenured or non-tenured instructors are qualified to serve as Department Chair. Nominations from full-time faculty within the Department shall be given to the Division Chair and Dean by the sixth week of the spring semester preceding a vacancy.

If no full-time faculty are nominated then the Division Chair will continue to support the Department and related disciplines as part of the Division Chair's existing responsibilities.

Qualified nominees, shall be submitted to the Superintendent/President for final selection and approval. The Superintendent/President shall consult with the Division Chairperson before making the final determination. Nominations shall be held every two years or as necessary to fill a vacancy.

23.10.2 Department Chair Duties

Department Chair Duties shall include working in cooperation with the Division Chair and Dean to:

- Facilitate communication among full-time and part-time faculty within the department.
- Coordinate the screening and hiring procedures for part-time instructors and the pool of part-time departmental instructors, working in close cooperation with the appropriate Dean, the Office of Human Resources, and the appropriate Division Chairperson.
- Monitor Department budget expenditures: assume responsibility for completion of appropriate budgetary tasks in a reasonable time.

- Participate in division and department meetings
- Work with the Division Chair, Dean and department faculty to facilitate the development of the class schedule
- Coordinate department program review, annual program review updates, action plans, and learning outcomes assessment (PLOs and SLOs)
- Ensure that the department's curriculum is reviewed and updated as appropriate to comply with local, state, and federal guidelines, including identifying pedagogically appropriate class size, articulation requests, and assessment cycles.

23.10.3 Additional CTE Department Chair Duties

In addition to the duties outlined in 23.10.2, Duties for Department Chairs for disciplines or groups of disciplines that are designated with CTE TOP Codes shall also include working in collaboration with the Division Chair and Dean to:

- Gather, analyze, and report data related to industry needs for the disciplines they represent.
- Plan and host industry advisory meetings (including community members, education partners, and industry representatives) at least once each semester to solicit input and advise the program.
- Identify and refer students to internships, externships, and job opportunities.
- Participate in CTE Committee meetings.

23.10.4 Department Chair Compensation

Effective January 1, 2020, Department Chairpersons shall be compensated for additional duties by an annual stipend (prorated for partial year), to be paid half in the first paycheck of the fall semester and half in the first paycheck of spring semester.

23.10.4.1 Annual Stipends for Department Chairs

Annual stipends for department chairs will be determined by the number of sections scheduled for disciplines within the department during the second week of the Fall semester:

- 0 sections: no stipend
- 1-9 sections: \$250 annual stipend
- 10-19 sections: \$500 annual stipend
- 20-49 sections: \$750 annual stipend
- 50+ sections: \$1,000 annual stipend

If no full-time faculty member is available to serve as Department Chair then the Division Chair may continue to support the Department and related disciplines as part of the Division Chair's existing responsibilities or the District may assign an adjunct faculty to perform the duties of the Department Chair on an hourly basis as follows:

- 0 sections: no stipend
- 1-9 sections: 5 hours per year
- 10-19 sections: 10 hours per year
- 20-49 sections: 15 hours per year

- 50+ sections: 20 hours per year

Department Chairs who are receiving reassigned time (as defined in Exhibit D-2) for department coordination duties are not eligible for the Department Chair stipend.

Disciplines with an Academic Director or other dedicated coordinator (e.g. NURS, PSTC, LIBR) will not have Department Chairs.

23.10.4.2 Additional Annual Stipend for CTE Department Chairs

Department Chairs for disciplines or groups of disciplines that are designated with CTE TOP Codes will receive an additional stipend of \$500 per academic year to perform the additional duties outlined in section 23.10.3.

NEW ARTICLE - ARTICLE 28 - FACULTY PROFESSIONAL DUTIES

29.1 Faculty Role

Faculty have a unique and significant role at Monterey Peninsula College including participation in the participatory governance system. As part of their role, faculty are expected to develop, maintain and update curriculum, deliver instruction, and support student learning; participate in learning assessment, program review and planning; participate in activities related to program and college-accreditation; participate in departmental and campus-wide participatory governance and integrated planning; and provide guidance to students.

29.2 General Faculty Responsibilities

All faculty shall be expected to perform the following duties:

- A. Instruct students based on the official Course Outline of Record (COR) and the official student learning outcomes for the program and the course.
- B. Assess and grade student achievement of learning outcomes and submit grades in accordance with established College timelines.
- C. Submit census rosters, positive attendance rosters, and class rosters in accordance with the established College deadlines.
- D. Communicate with students in a timely manner; provide regular and effective contact with students in online classes when assigned.
- E. Participate in the faculty evaluation process as outlined in Article 14.
- F. Participate in training as determined by the law, regulations and/or policy.
- G. Provide services to students in a manner which does not discriminate as to race, ethnicity, religion, color, national origin, disability, age, sex, gender, sexual orientation or marital status.
- H. Teaching faculty assigned to programs that train students for employment in fields which require certification or licensure shall possess and maintain certification or licensure which meets or exceeds that required for employment in the field.
- I. Comply with Governing Board policies, District procedures, accreditation requirements, Chancellor's Office Guidelines, Education Code, Title 5, as well as other procedures and deadlines established through the College's participatory governance process.

29.3 Full-time Faculty

In addition to the responsibilities outlined above, Full-time faculty shall meet the following expectations:

- A. Attend and participate in college-wide, campus/center, division, department/unit and program meetings and activities, including committees, sub-committees, task forces, and/or work groups, for those committees of which they are members.
- B. Maintain the currency of courses and programs per the current official "Program and Course Approval Handbook" (PCAH) issued by the California Community Colleges Chancellor's Office and local procedures.
- C. Hold regularly scheduled office hours on campus or, as appropriate, online for the purposes of student advisement.

D. Participate in compiling, analyzing, and reporting data related to student learning, learning outcomes assessment, program review, student success and retention, and other instructional and non-instructional program outcomes.

NEW ARTICLE - ARTICLE 29 - INTELLECTUAL PROPERTY

30.1 Faculty-created Academic Work

Faculty who create academic work own the copyright for that work so long as it was produced with no more than nominal or incidental use of district resources. Academic works include textbooks, lecture notes and other course materials, literary works, artistic works, musical works, architectural works, and software. Academic works described in this paragraph shall be owned by the employee, even though such works may have been developed within the employee's scope of employment, unless the faculty member and district enter into a specific agreement for a project or initiative where the faculty member receives compensation to create an academic work specifically for the District or otherwise specified in this agreement

30.2 Intellectual Property

30.1.1 Course Outlines of Record

The official course outline of record for College curriculum is the property of the college regardless of authorship.

30.1.2 Course Syllabi

Course syllabi are the intellectual property of the faculty author.

Faculty will provide the Office of Academic Affairs with an electronic copy of the course syllabus for each course taught in a given semester for the following purposes:

- A. Providing syllabi to students for individual course articulation when the faculty member is unavailable.
- B. Providing syllabi as evidence for accreditation reports or in response to other federal, state, or local regulations or investigations.

30.1.3 Other Instructional Materials

Intellectual property associated with all other instructional materials created without extraordinary college support is the sole and exclusive property of the creator.

30.3 Professional Autonomy

Faculty members have the principal right and responsibility to determine the methods of instruction (including the determination of whether a course should be taught using distance education), the planning and presentation of course materials, and the fair and equitable methods of assessment in their assignment in accordance with the approved curriculum and course outline and the educational mission of the District in accordance with state laws and regulations.

NEW ARTICLE - ARTICLE 30 - DISTANCE EDUCATION

31.1 Definition of Distance Education

For the purpose of this agreement, a "distance education course" is any course that has been approved through college curriculum review/approval processes to have face-to-face class time replaced by distance education.

31.2 Distance Education Training

The District shall compensate faculty for the hours of any distance education training required by the College to teach online classes. Compensation for required training will be at the non-instructional rate. Faculty completing training hours during periods of time which are already compensated, such as Flex or reassigned time, will not receive additional compensation.

31.3 Distance Education Course Development

Faculty shall be granted one additional teaching load unit for the first semester a course is offered through distance education except in cases where course development time is/was already compensated (i.e. through a grant or special project).

ARTICLE 31 - DURATION

This Agreement between Monterey Peninsula Community College District and Monterey Peninsula College Teachers Association (MPCTA) is effective upon ratification, unless otherwise specified and shall remain in full force and effect from July 1, 2019 through June 30, 2022.

During the term of this Agreement the District and MPCTA agree that negotiations will be closed for the years 2019-20 through 2021-22. However, articles may be reopened with mutual agreement by all parties. This Agreement further closes any remaining obligations to collectively bargain over terms and conditions of employment for all years before the effective period.

This Agreement is made and entered into this _____ day of _____ 2019 between the Monterey Peninsula Community College District and Monterey Peninsula College Teachers Association (MPCTA)/CTA/NEA, an employee organization

Exhibit A-7 **Non-contract, Hourly** Coaching Pay Schedule

Monterey Peninsula Community College District

NON-CONTRACT, HOURLY COACHING PAY SCHEDULE

2017-2018

Effective July 1, 2019 2017

Teaching Load Credit*	Head coach for Football, Track, Basketball, Swimming, Soccer, Baseball, Softball	Head Coach for all other sports	Assistant Coach for Football, Track, Basketball, Swimming, Soccer, Baseball, Softball	Assistant coach for all other sports
	6.8 TLU	4.5 TLU	No TLU	No TLU

Stipend	Head Coach (Major)	Head Coach (Minor)	Asst. Coach (Major)	Asst. Coach (Minor)
First Year	3,624	3,258	2,895	2,537
Second Year	3,978	3,624	3,258	2,895
Third Year	4,341	3,978	3,624	3,258
Fourth Year	4,714	4,341	3,978	3,624
Fifth Year	5,083	4,714	4,341	3,978
Sixth Year	5,539	5,083	4,714	4,341

Non-contract, Hourly Head Coach Compensation

- All non-contract head coaches will receive the following compensation:
 - Compensation for instructional hours assigned for intercollegiate athletics course (i.e. 170 hours) at the appropriate step/column of the hourly salary schedule (B), plus other duties associated with coaching a team sport.
 - A stipend based on the table above.

Non-contract Assistant Coach Compensation

- All non-contract assistant coaches will receive a flat stipend of \$5,000.

Notes:

* Non-contract coaches who do not receive teaching load credit will receive the following amount in addition to the flat fee:

Step 1 in appropriate column of Schedule A for Contract Faculty x 50% x TLU% x 67%
(e.g. \$51971 x 50% x (6.8/15) x 67% = \$7,893)

Head coaches with previous experience as assistant coaches will receive placement on the head coach schedule that provides the same salary rate as previous placement on the assistant coach's schedule.

Exhibit D-1 Salary Schedule for Extended Work Year

SALARY SCHEDULE FOR EXTENDED WORK YEAR*

Unit members who are assigned services beyond the academic work year shall be compensated in accordance with Article ~~11~~ 17 for the following positions:

Dental Assisting Coordinator	1 Week's Pay
Division Chairs	1 Week's Pay
Faculty Senate President	1 Week's Pay
Director, International Student Programs	10 Weeks' Pay
Medical Assisting Coordinator	1 Week's Pay

EXTRA RESPONSIBILITY PAY

In accordance with Article 17, extra responsibility pay/Director's pay in the amount of \$1743 ~~for~~ ~~2006-07~~ shall be awarded to the following position(s):

- ~~Athletic Director~~
- ~~Women's Center Director~~
- English & Study Skills Center Director
- ~~Director, International Student Programs~~

Exhibit D-2 Annual Reassigned Time

ANNUAL REASSIGNED TIME*

Employees assigned to perform duties associated with the following positions shall be granted the following Teaching Load Units or reassigned time per year unless otherwise indicated:

<u>POSITION</u>	<u>TLU REASSIGNED PER YEAR</u>
Association Designees as determined by the Association	8.0-12.0**/**
Dental Assisting Coordinator	4.0
English Department Chairperson	6.0
Faculty Senate President	12.0**
Other (to be reassigned by Senate President with approval of Vice President of Academic Affairs or Vice President of Student Services.	6.0**
College Council President's Advisory Group Faculty Tri-Chairperson	6.0
Gentrain Coordinator	3.25
Full-time Head Coach for all sports Football, Basketball (Fall), Baseball, Swimming, Track, Softball	7.5 6-8
Head Coach for All Other Sports	4.5
"Grandfather" Provision for Assistant Coach Basketball (Spring)	1.5
Learning Center Coordinator	6.0
Medical Assisting Coordinator	4.0
SRO Theater Coordinator	2.0

ADJUNCT FACULTY GOVERNANCE ASSIGNMENTS

As assigned and determined solely by the Academic Senate President (or designee), stipends may be paid to adjunct faculty for service on shared governance committees. Pay is by stipend and will not exceed the total allocation indicated. Allocation determinations are not subject to the grievance process.	\$2,240 total allocation per year
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------

* Extended duty and/or annual reassigned time may be adjusted or authorized for other positions by the Vice President based upon program need. The Association shall be notified of any such adjustment.

** If an adjunct faculty member is chosen by the Academic Senate or the Association to fill a position for which a full-time faculty member would have received reassigned time, the reassigned TLUs shall be converted to work hours using the conversion factor 1 TLU = 2 work hours per week, which shall be paid to the adjunct faculty member from Schedule C2. This conversion factor is intended for the sole use of converting TLUs specifically assigned to and allocated by the Academic Senate and the Association in Exhibit D, and shall be used for no other purpose unless expressly so stated elsewhere in the contract.

*** Association reassigned TLUs per year will be reduced to 8.0 in years where contract negotiations do not take place.

Exhibit F Supplemental Workload Factors

SUPPLEMENTAL WORKLOAD FACTORS

The following factors supplement Article 15 – Workload.

~~BUSINESS AND TECHNOLOGY DIVISION~~

~~Business Skills Center = 0.75 TLU for each hour~~

~~CREATIVE ARTS DIVISION~~

~~Music 20, 30, and 32 have an additional performance factor of 0.15 TLU per class hour only if one faculty member teaches more than one of these sections during the same semester (i.e., 0.8335 TLU + 0.15 TLU = 0.9835 TLU multiplier factor).~~

~~Photography: Lab Hour with assistant = 0.5 TLU~~

HUMANITIES DIVISION

~~Communications 8 = 4.5 TLU's~~

~~English 1A, 1B, 2: 3 Hours Lecture
(Includes 1.5 TLU's for Grading*) = 4.5 TLU's~~

~~English 111, 112: 3 4 Hours Lecture
(Includes 0.75 TLU for Grading*) = 34.75 TLU's~~

~~English 301, 302
(Includes 0.75 TLU for Grading*) = 4.75 TLU's~~

***Class Limit for English courses receiving a grading factor is 32, with the exception of English 301 and 302 (class limit is 28).**

~~English and Study Skills Center
(Each Teaching Hour in the Center) = 0.5 TLU per hour~~

~~English as a Second Language 10
(Includes 1.0 TLU for Grading) = 6.5 TLU's~~

~~English as a Second Language 342
(Includes 0.75 TLU for Grading) = 5.5 9.25 TLU's~~

~~English as a Second Language 343
(Includes 0.75 TLU for Grading) = 5.25 4.5 TLU's~~

~~English as a Second Language 344
(Includes 0.75 TLU for Grading) = 4.75 TLU's~~

English as a Second Language Center
(Each Teaching Hour in the Center if general supervision) = 0.5 TLU per hour

Philosophy 6
(Includes 1.5 TLU for Grading)
3 Hours Reader Time per Week for Each Section) = 4.5 TLU's

LIFE SCIENCES DIVISION

Team Teaching: Each member of the team receives TLU's equal to that fraction of the course which he or she actually teaches plus 0.5 TLU for each other lecture hour attended.

KINESIOLOGY, PHYSICAL EDUCATION, ATHLETICS, RECREATION, AND DANCE DIVISION

No assignment of extra TLU's for preparations. Article 15.6.4.2, Number of Preparations, does not apply.

PHYSICAL SCIENCES DIVISION

Lecture/Seminar, and Problem Session Hour = 1.0 TLU

An additional .25 1.0 TLU for grading is given for each unit as listed Mathematics course numbered 1-99 in the College Catalog of mathematics courses, with the exception of Math 261, 262, 351, and 360.

Chemistry 12A and 12B: Equipment and instrument coordination in laboratory = 1.0 TLU

SOCIAL SCIENCE DIVISION

No supplemental factors.

OTHER LOAD FACTORS

COOPERATIVE WORK EXPERIENCE

The load value for Cooperative Work Experience is 0.1 TLU per student.

If cooperative work experience students are not counted towards a unit member's full-time semester load, the unit member will earn a work experience stipend of \$75 per student.

This Tentative Agreement is made and entered into this 10th day of September 2019 between Monterey Peninsula College Teachers Association and the Monterey Peninsula Community College District. The parties and their representatives agree to support the ratification and approval of this agreement by their constituencies.

MONTEREY PENINSULA COMMUNITY
COLLEGE DISTRICT





MONTEREY PENINSULA COLLEGE
TEACHER'S ASSOCIATION




