

**“50” FIFTY “50”**

**California Community College  
Collective Bargaining Issues**



**Community College Association**

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# Fifty California Community College Bargaining Issues

Please examine the following fifty community college bargaining issues against your local contract and determine if you should include them in the next negotiations as re-openers or issues that you have that need further development or different language that is not in your contract.

I have provided three reasons why a CCA chapter might use as a justification for having the issue in the contract. I have also provided three reasons or responses the District may use to negate, reject, or refute the reason and issue.

I have also provided specific language that I found from our forty-three contracts that support, clarify, and support the issues.

Note that I did not deal with the following issues because most all contracts were pretty specific about them: Tenure Review, Leaves, Grievances, personnel files, and voluntary and involuntary transfers.

Here is the list of issues you will find in this document.

1. Academic Calendar
2. Academic Freedom
3. Academic Senate Reassigned Time
4. Accelerated Calendar
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31. Intellectual Property Rights
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35. Leaves of Absence
36. Local District Committee Participation
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38. Organization Security
39. Overload Assignments
40. Pay Warrants, Payroll Deductions, & Time of Pay
41. PT Faculty Participation in Departments
42. PT Faculty Rehire Rights/PT Office Hours
43. Reassigned Time/Special Assignments/Stipends
44. Request for Information/Roster of Unit Members
45. Sabbaticals/Workload Banking Programs
46. Salary Schedules
47. Sick Leave
48. Sixty Seven Percent Limit
49. Surveillance
50. Travel and Mileage

## Contract Issue # 1

### Academic Calendar:

Union Position	District Position	Contract Language
Academic Calendar establishes the basic work days for faculty members.	It should be up to the District to determine when the college is open.	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. (Monterey College)
Faculty members have a right to determine the days when he/she works.	District has the right of assignment.	Duty Year--the duty year shall start with the first instructional bargaining unit member duty day on the academic calendar and shall end for each individual bargaining unit member on the last duty day on the academic calendar, or with the submission of grades in June and the permission of the appropriate administrator(s) designated by the Superintendent/President (Shasta)
The right of assignment is the time when classes are offered not the days the classes are to be taught.	Faculty members have an obligation to teach when the college is in session.	The annual calendar will be set by the District, consistent with the parameters described below. (Barstow)
		It is understood that a change in the academic calendar is a negotiable issue. (Hartnell)

**Contract Issue: # 2**

**Academic Freedom:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
Ability for faculty members to speak issues needing to be discussed without fear of reprisal.	District needs to protect the interests of the public that may be controversial.	Faculty members shall be free to exercise academic freedom, including freedom of investigation, freedom of discussion in the classroom, freedom to select texts and other instructional materials, freedom of assignment of instructional exercises, and freedom of evaluation of student efforts. (Kern)
The ability to not be censored for thoughts and speech.	District needs to continue to filter the views presented before students.	The unit member shall have the academic freedom to seek the truth and guarantee freedom of learning to the student. (Citrus)
First amendment rights need to be honored.	Education does not have to honor outside public views regarding general public rights.	Recognizing that free search for truth and the expression of diverse opinions are essential to a democratic society, both the District and the Association will encourage and protect academic freedom and responsibility. A Unit Member shall not be subject to any adverse action affecting the Unit Member's employment status with the District for exercising freedom to examine or endorse unpopular or controversial ideas appropriate to course content, discussions with students, or academic research or publication... (Coast)

**Contract Issue: #3**

**Academic Senate Reassigned Time:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
Academic Senate should have no more or no less reassigned time than the union to do the work needed for faculty	Academic Senate is an offset of the Board of Trustees and has funding provided by the Chancellor's office.	In addition to the five CTLC allocations for the Academic Senate, the District agrees to allocate \$1,500 to the Academic Senate President and Faculty Co-Chair of Curriculum for the cost of attending the Academic Senate Conferences in the fall and spring to receive training. (Palo Verde)
When the district supports and or views the Senate in good standing, reassigned time is available. However, when discord takes place having the reassigned time in the contract stabilizes the working condition.	The district works collaboratively with the Academic Senate.	The District shall provide 1.9 reassigned time for the Academic Senate (2.2 if curriculum committees are established at each college) (Riverside College)
The enforceability of professional issues is found in the enforcement of the contract.	The district and the senate have a mutual responsibility to work together on professional issues.	The Academic Senate President and the Curriculum Committee Chair will be granted twenty percent (20%) release time per week to fulfill their respective Academic Senate and Curriculum Committee responsibilities. (Copper Mountain)
		For each academic year of the program .25 FTE release time will be given to the Academic Senate for the purpose of assisting in administering the flex program. (San Joaquin Delta College)
		Each semester the District shall provide the Academic Senate with 1.8 FTE of reassigned time to be used for Senate officers and committee chairs, vice-chairs, etc. (Sierra College)
		The District shall grant 60% released time from classroom duties to the following: 40% for Academic Senate President and 20% for Curriculum Committee Chair. (Revised 6-19-02) (Solano College)

**Contract Issue: #4**

**Accelerated Calendar:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
The traditional 18 week semester has been shown to be less beneficial to student learning.	The district must establish the calendar to meet the BOT mandates.	The Association has the right of conferral with the District on the matter of the academic year calendar. The calendar in use in the District for the duration of this agreement shall be of the plan known as a sixteen (16) week compressed calendar. (Imperial Valley)
The majority of districts have gone to a modified semester with either 14 weeks of classes and a week of finals or 15 weeks of classes and a week of finals.	The traditional calendar is 18 weeks.	The Association will consult and confer with the Academic Senate in developing the Association's proposed calendar(s). The final adopted calendar(s) shall be subject to the approval of the Association and the District. (Riverside College)
Modifications of weeks for staffing issues and concerns can be adopted	The college has more than the faculty to think about when it comes to the academic calendar.	The calendar shall be negotiated as a part of this agreement. (Solano College)
Academic calendar of any variety is a central issue of collective bargaining.	The district has a responsibility to all constituents to establish the calendar.	

## Contract Issues: #5

### Advancement on Salary Schedule:

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
Uniform salary schedule is most fair for all faculty members.	The district should be able to establish a salary schedule that rewards faculty based on what the BOT sees as important.	The Association shall have the right of agreement signoff on the placement of all new faculty on the salary schedule, after mutual consultation with the Vice President of Instruction or the appropriate supervisor. (Palo Verde)
Consistent advancement levels the playing field for all faculty members.	Special compensation for merit and or additional work is under the purview of the district.	Step advancement shall be awarded at the beginning of the semester following the completion of two (2) full semesters of employment as a full-time contract or regular faculty member in the District. (Riverside College)
Additional work and classroom learning is rewarded.	Limits the flexibility of the district to motivate individual faculty members.	Advancement on the faculty salary schedule shall be at the rate of one step for each year of employment experience. (San Joaquin Delta College)

**Contract Issue: #6**

**Agency Fee:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
The union must represent all of the unit members whether or not they are a member.	The union only represents those who have chosen to be a member.	The District agrees to deduct agency fees as required by law, from the pay of unit members who do not become members of the Association from a list provided by the Association to the District. (Coast)
It is unfair for only a few members to pay for the representation of all.	Not all faculty members want the union to represent them.	Pursuant to Government Code Section 3546(a), employees shall either apply for membership and execute an authorization for dues deduction or in the alternative the District shall deduct from the salaries of such unit members a service fee equal to the Dues and Service Fee Schedule (consistent with Education Code 45168 and 45061). (Lassen)
Each unit member should pay his or her fair share of the amount it costs for representation.	It is unfair to force members to join the union or pay for representation.	The District shall, at the time of an individual's employment, furnish faculty members with one of the following: 1.) become a member of the Association; and pay dues in accordance with the COCFA dues schedule 2.) not become a member of the Association, but pay a service fee equal to the COCFA dues, to the Association. (Canyons)
		Agency shop: Each regular/contract faculty member shall, unless exempted, as a condition of initial and continued employment with the District, become a member of the Association, or shall pay a service fee equal to the monthly dues of the Association. (Solano College)
		Per SB 1960, the District shall deduct monthly from the salary of those Unit Members who are not members of the Association an agency fee equal to the dues then in effect for Association members. Agency fee payers may request a rebate of the non-representational portion of the agency fee by signing and returning the Hudson Notice provided by CTA. Agency fee payers do not have the rights and benefits of an Association Member. (Southwestern College)

**Contract Issue: #7**

**Annual Workload:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
Traditional workload is established by either units or LHE.	There are many variations as to how much teaching or working is done that constitutes an annual workload.	The maximum combined lecture-laboratory teaching load for a unit member shall be assigned as provided by the loading formula in Administrative Regulation 4136, Teaching Load Standards, but in no case shall exceed 32 hours per week for all classes (Citrus)
Consistent workload establishes fair working conditions for faculty members.	The district needs special work at certain times during the year that is outside the departmental concerns of faculty in the most widely established definition.	The normal teaching load shall be mutually determined by the Administration, Department Chairperson and faculty member using fifteen (15) lecture equivalency hours plus or minus one (1) lecture equivalent hour (LEH). (Gavilan)
Establishes semester and or intercessions that may be used to establish annual workload.	There is a definite need for supplying faculty members in non semester work.	The number of faculty duty days may be reopened by either party upon thirty (30) days written notice to the other, provided that such notice is given in the academic year preceding the year in which the proposed change is to take place. (Copper Mountain)

**Contract Issue: #8**

**Assigned Hours Per Week:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
		Adjunct Faculty Members shall be notified of hiring or non-hiring for Fall semester by May 15; for the Spring semester by November 30; for the Summer semester by April 15. (Desert Part-time)
		The standard workweek shall be Monday through Friday; no Full-time instructor shall be assigned to teach classes less than four nor more than five workdays per week. (Copper Mountain)
		Faculty members shall not be assigned more than three (3) consecutive lecture hours in a given work day. (Gavilan)

**Contract Issue: #9**

**Association Business:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
The actual or implied work of any faculty member.	Association work is defined by the Public Employment Relations Act.	Elected officers and appointed committee chairpersons of the Association shall be free to conduct Association business, including processing grievances and conducting official meetings, on college property. (Chaffey)
Any issue that has directly or indirectly effects the working conditions of the faculty.	If PERB does not define it, it is subject to interpretation.	The Association shall have the right to use Faculty Mailboxes for distributing Association communications to bargaining unit members. The Association may use district telephones for Association business provided it reimburses the District for long-distance calls. (Copper Mountain)
Faculty work with administration or BOT.	The district outlines those conditions that should be part of the collective bargaining agreement and those that are part of the district policy.	The Association President shall be granted six hours of lecture reassigned time for each of the fall and spring semesters; The Association Vice President shall be granted three hours of lecture reassigned time for each of the fall and spring semesters; During semesters in which contract negotiations are ongoing, the three Association negotiators shall each be granted three (3) hours of lecture reassigned time. (Imperial Valley)
		The District shall grant 80% released time from classroom duties for faculty matters to be determined by CTA for the life of this agreement. (Solano College)

**Contract Issue: #10**

**Athletic and Performing Arts Coaches/Reassigned Time & Stipends:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
Athletic and Performing Arts Coaching is part of the working conditions for those individuals.	The district should decide if a special assignment warrants either reassigned time and or a stipend	The Athletic Director position is to be defined as a 199-day faculty position as the duties of this position require service throughout the fiscal year. Scheduling and workload of the Athletic Director shall follow the scheduling and workload policies defined for Division Chairs. (Imperial Valley)
All reassigned time for any faculty member directly impacts the working conditions of other faculty members.	Reassigned time and stipends are at the discretion of the district and BOT.	The following process will be used to create special assignments: Suggestions for “special assignments” may be proposed by faculty members or the District. The District and the Association will agree to the outcomes, timeline, qualifications, responsibilities and duties, and compensation for the special assignment. (Lassen)
All stipends for any faculty member impacts the working conditions of other faculty members.	Stipends are provided for extra or above the effort for special instances and should be at the discretion of the district.	Stipends are payments for work performed by full-time and adjunct faculty that is outside of the regular academic assignment. (Lake Tahoe)

## Contract Issue: #11

### Binding Arbitration:

Union Position	District Position	Contract Language
Establishes the parameters of the actual collective bargaining agreement.	The district does not want to provide any additional power to the union by establishing an equal agreement.	An allegation that the District, in a decision not to reappoint a contract employee or not to grant tenure, made a decision that to a reasonable person was unreasonable, or violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of contract employees shall be classified, and procedurally addressed, as a grievance. However, as per California Education Code §87610.1, the grievance process in such cases shall proceed to independent arbitration utilizing the procedures and timelines outlined in California Education Code §87740. (Imperial Valley)
The contract is only as effective as the enforcement of all parties involved.	The district can always be in the offensive decision maker for contract issues without binding arbitration.	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. The award of the arbitrator shall be final and binding. (Monterey)
All parties involved with a binding arbitration agreement examine actions before they take place to ensure they are within the working conditions outlined in the official document.	If the district takes an action and the faculty do not agree, it is the faculty member/union that must always be in the defensive catch up role of enforcement.	A hearing shall take place at which both parties shall have an opportunity to present their case orally, and separately, to the arbitrator. Written arguments may also be submitted. The arbitrator shall submit in writing to both parties his/her findings and decision, which shall be binding. (Long Beach City)

**Contract Issue: #12**

**BOT Meetings and Agenda:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
BOT meetings are open to the public and faculty members have a right to share their views with the members.	The district has a right to control the BOT meeting and what is discussed.	Board Agendas Copies of any existing report that is available to the public, within twenty-four (24) hours of the request. No more than two reports may be requested in any twenty-four hour period of time. (Southwestern College)
The Brown Act establishes the fact that the meeting must be noticed three days prior to the meeting.	Notice of what is discussed is only given in its most generic method.	The Association, upon request, shall be provided one (1) copy of the Board agenda prior to each regularly scheduled Board of Trustees meeting. Upon three work days notice, the Association may request, in writing, to place items on the agenda and speak to such items. (West Hills College)
All handouts provided to the members during the open session must also be provided to public members attending the meeting.	Handouts are provided to those sitting at the dias outside of any union people.	

**Contract Issue: #13**

**Class Size:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
The size of class should not be based on the size of the room where the class is held.	The district places classes in certain rooms based on demand for such classes.	All classes shall be assigned to rooms and laboratories which can properly accommodate them, and which are properly heated and/or cooled, lighted, ventilated (not necessarily by a window), equipped and maintained within the existing capabilities. (Gavilan)
Certain subject matters demand limits on class size to accommodate maximum educational learning.	The more students that are enrolled in a class, the more funding is provided to the college by the state.	For courses with over 40 students enrolled, Full-time and Part-time Faculty shall receive additional compensation. (Copper Mountain)
Faculty input into class size is essential to positive working conditions for faculty members.	The district should take control of class size because the district should always maximize funding for the college.	As the college wishes to offer a comprehensive educational program which would maximize educational opportunities for its students, it may be necessary to maintain some classes which have low enrollments. (Hartnell)
		In initial offerings, the class size limit for a distance learning class shall be the same as for traditional classes (face-to-face). (Mt. SAC)

**Contract Issue: #14**

**Class Time:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
The actual amount of class time that is included for classroom instruction	Establishment of class schedule and utilization of classrooms.	Lecture Hour - a lecture hour shall consist of 50 minutes of formal lecture per week per academic semester. Each lecture hour shall equal a Teaching Unit. (Lassen)
The time of day/night when the class meets.	Use of passing time or class transition from one class to the next.	All teaching hours are defined as fifty (50) minutes (Mt. SAC)
For on-line courses, the time frame for class interaction and office hours.	On-line courses have no designated time frame and should be listed as TBA.	A teaching contact hour shall be equivalent to fifty (50) clock minutes of classroom instruction or teaching time except as otherwise designated by law. (Mt. San Jacinto)
		For purposes of this Agreement, a "contact hour" is fifty (50) minutes; however, in a compressed sixteen (16) week semester, a "contact hour" is sixty-one (61) minutes. (Riverside College)

**Contract Issue: #15**

**Conferences:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
College should pay for professional participation to advance knowledge and professionalism of faculty.	College cannot afford to pay for all faculty members to attend outside activities. Host in-house seminars.	A professional conference is defined as a national, regional, state, or sectional meeting whose principal business is either community college instruction and/or support or the advancement of the discipline normally taught by the faculty member as part of the college curriculum. A faculty member with the approval of a student services dean, or upon the recommendation by the department head and appropriate instructional dean may use paid leave for the purpose of attending professional conferences (Long Beach City)
Participation/presentation of materials/information sharing with other professionals designed to advance knowledge.	College offers in-house professional seminars.	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 expense. (Monterey)
Participation in outside college training to assist in professional advancement of knowledge.	Professionals should continue education as needed with professional obligations to stay current and energized.	Faculty members shall be entitled to reimbursement for approved travel related to conferences, field trips and other District-related activities. Approval must be granted by the immediate supervisor prior to any trip. (Solano College)

**Contract Issue: #16**

**Department Chairs:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
Faculty members who do not perform managerial functions.	Department chairs work on behalf of the management team.	Staff members designated as Department Chairs shall be members of the Faculty Bargaining Unit. (Gavilan)
Department chairs make recommendations only. Management implements college policy.	Department chairs are responsible for hiring part-time faculty members.	The "immediate supervisor" is the lowest level administrator having line supervisory authority over the grievant and who has been designated to adjust grievances. (Coast)
Faculty members who function as department chairs take on additional college responsibilities that need compensation for non-classroom work.	Department chair work is part of the professional responsibility that must be done to complete the work of the district.	The department head shall consult with each faculty member, assuming he/she is available, regarding the assignments to be made to regular, overtime, and summer classes. The department head shall then recommend to the appropriate dean a schedule for each faculty member. (Long Beach City)

**Contract Issue: #17**

**Distance Learning:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
Classroom teaching without the traditional constraints of the physical classroom.	Allows for students from any location (town, state, country) to take classes at the college.	Distance Learning shall refer to all educational methods wherein a faculty member is at a different location than a student, and whose interaction is through the use of computer and/or telecommunications technology. All teaching assignments requiring Distance Learning shall be voluntary on behalf of the faculty. (College of Desert)
All elements including but not limited to class size, presentations, tests, etc. should stay the same.	Because there is no physical classroom, class size should be increased.	Class size for Distance Learning classes shall conform to the contractual size article. (Copper Mountain)
The actual workload of teaching distance learning is more time-consuming than traditional classroom teaching.	Technology advancements allow the faculty member to video many lectures, place tests in a different frame-work that lessens workload.	DE online courses will count as part of the Instructor's regular load. The portion of a faculty member's workload that is distance education may not exceed forty percent (40%) of the faculty member's contract workload during the first two semesters of DE instruction. Thereafter, DE workload shall not exceed sixty percent (60%) of a load, unless by special permission of the Dean and Vice-President for Instruction. (Hartnell)
		No faculty member providing Online or Cable Television instruction shall be required to instruct a greater number of students than the number taught in traditional methods of instruction for a class in the same discipline. (Sierra College)

**Contract Issue: #18**

**Early Morning & Late Night Assignments:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
While teaching assignments are the duty of the management team, the actual teaching times are subject to collective bargaining issues.	The administration (management) has the right of assignment and that includes when faculty should be teaching.	Faculty members' daily teaching schedules shall comprise an elapsed time of no more than eight hours, from the beginning of the first class through the end of the last class on that day. (Merced College)
If faculty teaching late evening classes, there should be an agreement to a reasonable expectation before having to teach the next day or evening.	The college needs to offer courses when the students are most likely to take classes which include early morning and evening time frames.	Without the faculty member's consent, no faculty member shall be given a regular assignment before 9:00 a.m. if the faculty member has a regular assignment beyond 9:00 p.m. the night before. (Hartnell)
The goal of any teaching assignment for faculty is to maximize the teaching and participation within the college community.	The outside workforce works various shifts as needed by the demand of the industry.	No unit member may be assigned a schedule that the duration between the start time of the first class of the day, and the ending time of the last class of the day, is greater than ten hours, except at the initiation of the unit member. (Imperial Valley)

**Contract Issue: #19**

**Eleven/ Twelve Month Employees:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
Certain aspects of the college need faculty participation at the same level year-round.	The college is a twelve month enterprise. Teaching faculty members are needed on a ten month basis. Non-faculty members are paid as needed.	Employees holding an eleven or twelve month teaching assignments shall accrue annual vacation days according to the following schedule: First and Second Years One (1) Day Per Month Third Year and Thereafter One and a half (1.5) Days Per Month Vacation shall be taken at times approved by the appropriate Vice President. Vacation accrued during a contract period and unused after eighteen months following the period in which it was earned shall be forfeited. (Palo Verde)
When faculty members work more than the 10 month contract year, they should be compensated appropriately.	Summer and winter inter-sessions are less impacted than traditional times.	The work year for counselor shall be 185 workdays as assigned by management. Pay for the ten (10) days over 175 per year shall be paid on a pro-rata basis. (Solano College)
Eleven and twelve month faculty employees should be provided vacation during designated time frames when workload is lessened.	Faculty members should sign up for outside workload if they choose to do so.	Eleven month employees, twenty-two additional days beyond those specified for ten month employees; twelve month employees, forty-four additional days beyond those specified for ten month. (Southwestern College)

**Contract Issue: #20**

**Faculty Association Membership:**

Union Position	District Position	Contract Language
<p>Faculty Association membership is open to teaching and non-teaching faculty who are not part of the management team of a college.</p>	<p>It is very difficult to define teaching and non-teaching faculty members. How can counselors and librarians be considered faculty when they don't each.</p>	<p>Included in the Unit: Full-time Regular, Contract and Temporary Professors, Adjunct Credit and Noncredit Professors Counselors , Librarians, Department Chairpersons, Instructional Specialists, Disabled Students Program &amp; Services, Other Faculty on Reassigned Time. (Mt. SAC)</p>
<p>Faculty Association Membership should be divided into active and associate membership.</p>	<p>What power does an associate member of the faculty have regarding the running of the college?</p>	<p>The Association shall have access to faculty offices and other non-teaching areas on the campus where faculty congregate, subject to reasonable regulation by the District. The Association may use institutional facilities for meetings concerned with Association business covered by the Rodda Act, subject to the reasonable rules of the District. Association activities will not interfere with the District's operation, classes, or employees' work activity. The Association shall have access to faculty mailboxes. (Napa)</p>
<p>Management members should not have a right to teach because subcontracting of classes is a loss of classes to Part-time faculty members.</p>	<p>If managers teach, they should have the right to be a member of the association and help direct the process of representation of those teaching.</p>	<p>All currently employed: all full-time instructors; counselors, librarians, student activity coordinators, school nurses; child care assistants; summer school teachers and part-time instructors who have taught the equivalent of three or more semesters of the last six semesters inclusive. (Riverside College)</p>

**Contract Issue: #21**

**Faculty Evaluations:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
It is the duty of the management to evaluate faculty members.	There are too many faculty members to evaluate by management alone.	Non-tenured faculty shall be evaluated at least once a year for four years following the process outlined in article 19.5. Tenured faculty shall be evaluated at least once every three (3) academic years. (Education Code 87663(a) (Gavilan))
Faculty members should not participate in the evaluation of other faculty members that may result in disciplinary action.	Faculty members are knowledgeable in subject matter competency and are needed to insure consistent professionalism within the department.	The basic reasons for evaluation are to improve the educational programs of the District; recognize outstanding performance; improve satisfactory performance and further the growth of employees who are performing satisfactorily; identify weak performance and assist employees in achieving required improvement; and document unsatisfactory performance. (Hartnell)
There must be an opportunity presented to faculty members in any evaluation process that allows for their input and ability to seek clarification and ability for improvement before being terminated.	During the first two years of employment, the college management need not provide any written documentation as to why one is not re-issued a contract.	The aim of the evaluation process is to provide faculty with relevant feedback, a structured opportunity for reflection, and constructive suggestions for improvement. Instructors are encouraged to productively employ the data obtained from the evaluation process to identify and address pertinent plans for professional growth. The evaluation process is designed to support the ongoing efforts of faculty to enhance their effectiveness in the classroom and in the community. ((Siskiyou))

**Contract Issue: #22**

**Faculty Retraining:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
Tenured faculty members who have served the college with professionalism and loyalty should have the right to be retrained should their subject area be closed by the college.	It is not the responsibility of the college to retrain employees.	A unit member who has attained tenure does not lose those tenure rights when being voluntarily or involuntarily transferred, reassigned or reclassified, regardless of the tenure status of the position into which s/he is being transferred or reassigned. (Imperial Valley)
The college will always be in a position because of constant program review to know when a subject area begins to weaken, and make appropriate action to have faculty members retrained to protect the faculty member's job.	The management team has the responsibility to the BOT and public to provide classes that are in demand.	Reassignment shall be based on due consideration of one or more of the following factors: Minimum Qualifications / Required Credentials; Seniority; Legal requirements applicable to the District; Viability of educational programs; Exploration of alternatives; and/or Recent experience in the discipline. (Copper Mountain)
With proper examination of subject areas, the college will only need to pay for the educational training of tenured faculty members during a transition time.	Faculty members have knowledge their area is weakening in student participation; therefore, they need to take the initiative to self-retrain.	Employees released from all or part of their normal assignment for the purpose of retraining shall earn pay and benefits as though they were working their normal assignment. The compensation shall be paid the employee while on leave in the same manner as if the employee were teaching in the District. (Mt. SAC)

**Contract Issue: #23**

**Faculty Service Areas:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
Faculty Service Areas define those areas that faculty are competent to teach.	Faculty Service Area place restraints on the management to place faculty in teaching arenas.	The District shall adhere to the applicable California Community College Board of Governors' minimum qualifications (including equivalencies) for Full-time or Part-time faculty when determining faculty service areas for Faculty Member. (Copper Mountain)
If a faculty member is competent to teach in more than one area, he/she should be allowed to do so.	Seniority within departments is always a concern for faculty and management.	All full-time faculty, counselors, coaches and librarians shall be assigned at least one FSA at the time of their hire. Any request for an additional FSA shall be made on a form developed by the District. The Association shall approve the form prior to its use. (Hartnell)
If a member is not qualified in more than one Faculty Service Area, and that area is being closed, the college should provide faculty retraining to all tenured faculty members in that particular area.	Faculty members were aware of their Service Areas before accepting a position at the college. It is very difficult for management to keep track of this.	For purposes of Education Code Section 87743, a faculty member will be considered to have demonstrated competency to teach or serve in any discipline in which he or she meets minimum qualifications or the equivalency. (Lassen)

**Contract Issue: #24**

**Flex Days:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
Flex Days are working days defined by the contract and as such, are subject to collective bargaining.	Flex days are additional days extended to the teaching calendar outside the scope of collective bargaining.	Flex day activities will be designed to improve the college’s staff, student, counseling, library and instructional programs. (Hartnell)
Flex days are designed to assist faculty with professional concerns, issues, and events of the college. Therefore, faculty input is necessary.	Flex days should be established by the management and the Academic Senate who is responsible for professional issues regarding the faculty.	Three (3) flex days (in lieu of instruction) will be provided to bargaining unit members during each academic year. Activities will be planned by faculty in accordance with Title V regulation. (Long Beach City)
Flex day activities should be approved by the Association so they are acknowledged by the contract as official workdays.	Not everything done at the college is subject to the contract.	Unit members may voluntarily participate in any flex activities that are approved by the Professional Development Committee; provided, however, that the District may require first-year employees to use their flex time to participate in District-designated training activities before classes begin. (Mira Costa PT)
		Sierra College Board of Trustees has adopted the flexible calendar option allowed under Title 5, Article 2 §55720 et seq. The District has allocated 10 of the 175 required days as “flex” days. (Sierra College)

## Contract Issue: #25

### Grievance Procedure:

Union Position	District Position	Contract Language
A grievance is defined as an infraction of the contract.	A contract is open to different interpretations.	A grievance is a claim by a unit member that there has been a violation, mis-application, or mis-interpretation of any of the provisions of this Agreement, except those provisions which clearly state they may not be grieved. <i>(Citrus)</i>
The contract is only as strong as the enforcement of both sides to abide by what has been determined as reasonable and just.	The management team has the ability to interpret the contract differently than the faculty association.	At the request of the grievant, the BCFA Grievance Officer will assist faculty members in the preparation of grievance materials. A Faculty Grievance Form must be submitted to the District Officer handling the grievance at each level. The completed form must be submitted to the District within the contractual timelines. <i>(Barstow)</i>
The grievance procedure must provide the ability to have conflict resolved in a manner acceptable to both parties.	The district management team will listen to the faculty association, but must retain the right to interpret what is best for the college.	A grievance is an allegation by an employee that he or she has been adversely affected by an alleged misinterpretation, misapplication, or violation of a specific section(s) of this Agreement; or, an allegation by the Association that the District has misinterpreted, misapplied, or violated a specific section(s) of the Agreement. <i>(Canyons)</i>

**Contract Issue: #26**

**Health and Safety (Safe Work Environment):**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
Every faculty member is entitled to a safe and healthy work environment.	The college is a safe and healthy environment to work.	The district shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law. No unit member shall be in any way discriminated against as a result of reporting any condition believed to be a violation of this article. (Butte)
If there is a safety or health issue that arises, the faculty member should be provided a new and safe environment until the issue has been resolved.	The management team will investigate and determine concerns and issues regarding health and safety.	Unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being. All District activities shall be conducted in accordance with established health, safety, fire and applicable OSHA regulations (Canyons)
If the health or safety issue is not resolved mutually by both parties, the faculty member must be removed from the site.	If the district determines that health and safety is in fact acceptable, faculty members need to meet site obligations.	Parking facilities for all Unit Members shall be reasonably lighted, maintained and Patrolled. (Gavilan)
		The District agrees that no faculty member shall suffer a loss of wages or benefits due to absence as a result of inadequate facilities, unsafe conditions or natural catastrophe. (Long Beach City)

**Contract Issue: #27**

**Hiring Committee Involvement:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
The hiring of faculty and management has a direct impact of the working conditions of the faculty.	The management team or district has a policy for hiring faculty that utilizes faculty participation. Management hires is outside of the venue of the union.	
The faculty association has the direct responsibility to guarantee the working conditions of the faculty and as such should be representative in all hiring committees for faculty and management.	The management team as a courtesy to faculty seeks input from the Academic Senate when hiring management. The Academic Senate has statute responsibility for such professional non-teaching involvement within the college.	
Not only should the faculty association have a member on the committee to hire faculty, but when management is considered, the Association should be consulted regarding preferences.	The college management team has no responsibility to use the Faculty Association when hiring management.	

**Contract Issue: #28**

**Holidays:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
Holidays affect the calendar and the calendar is a working condition of the Association.	The BOT and management teach is responsible for establishing when the college is open as well as when it is closed.	Any holidays within the academic calendar taken by a faculty member shall not be counted as paid leave days. (Gavilan)
There are many more holidays than those identified by any one contract, and as such the Faculty Association should be a part of those that are honored and celebrated by the college.	Input is always sought by the management teach, but the decision should be up to the BOT.	All holidays and days of special observance or mourning declared by the District which fall within any paid leave period taken by a faculty member shall not be counted as leave days. (Merced)
Holidays interrupt the classroom teaching load, and as such need to be negotiated by the Faculty Association.	The faculty always knows ahead of time when the actual holidays are when they plan their classroom curriculum.	Any day declared a holiday by the Governing Board for which classes are closed in accordance with Education Code Section 79021 or 79022 shall be a non-duty day for employees. (Monterey)

**Contract Issue: #29**

**Insurance:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
Faculty members are attracted to a college sometimes because of the insurance program it offers.	Every district is obligated to providing insurance coverage.	For eligible full-time employees and their eligible dependents, including domestic partners, the District will provide health and welfare benefit. (Kern)
Colleges that offer stronger insurance for faculty members and family members are seen as better employers.	The level of insurance provided by the college is subject to the funding the college has to offer faculty.	For each full-time unit member, the District shall pay the actual premium costs per month for medical/hospital coverage, for dental coverage, for vision coverage, and for life insurance: (Lassen)
Life time medical benefits for employee and their significant other is the highest level of loyalty to faculty members.	Most districts cannot afford to continue providing insurance to faculty members once they retire.	The College shall provide all full-time faculty members and their dependents with a health insurance plan, including prescription coverage, and an annual routine physical examination benefit for teacher and spouse (subject to deductibles (Merced)

**Contract Issue: #30**

**Intellectual Property Rights:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
All work and property invented or produced by faculty members are owned by that particular faculty member.	The district employees faculty members to be creative and innovative at their job.	The unit member shall have the right to intellectual property created by that unit member. (Citrus)
Faculty members own that which they create at home or in the workplace.	If a faculty member is being paid by the college and creates something during their workplace salaried job, the district owns such creation.	All distance learning materials developed by a professor will be owned by that professor. The professor may sell or license such material. (Mt. SAC)
Faculty members must retain the right and the ability to teach what they create.	Teaching loads are the right of assignment and therefore the college has ownership and assignment of what, when, and who teaches at the college.	Class enrollment will be capped at the same level as the traditionally taught equivalent Course. (Napa)

**Contract Issue: #31**

**Interdepartmental Transfer:**

Union Position	District Position	Contract Language
See FSA		Reassignment is changing a Faculty Member's teaching assignment or function from one division or non-instructional unit to another or within a division or non-instructional unit from one discipline or function to another. A reassignment may also include a geographical movement of a Faculty Member from site to site. A Faculty Member shall not be assigned to more than two sites in one day. (College of Desert)
		When a tenure-track, full-time position is opened in a department or program, tenured faculty who are currently assigned to a different department or program and who possess the minimum qualifications for the open position may request to transfer to the program or department with the open position. (Mt. SAC)
		The transfer/reassignment shall be based on the following criteria: Unit Members with split load assignments have priority over other Unit Members in transfers and reassignments. The Unit Member meets minimum qualifications for the specific vacancy as specified in job posting (Mt. San Jacinto)

**Contract Issue: #32**

**Lab Parity:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
Faculty members teaching lab sections have the right to same working conditions as other teaching faculty.	Not all lab teaching is the same.	The Lab Parity Committee shall be made up of two administrators, selected by the Vice President of Instruction, and two faculty, appointed by the Faculty Association President. (Mt. SAC)
Comparable work should be compensated in comparable fashion.	The management team or administration has the right to reward additional work by providing additional compensation as they see.	Laboratory and activity courses are those having as their primary function the development and practice of skills, and the participation in some activity and/or preparation for public performance or varsity athletic contest. (Riverside College)
The Faculty Association and the management team must equalize teaching loads to the degree possible.	Labs don't qualify as teaching loads.	The term "lab hours" shall mean instructor-student contact hours in which the instructor normally supervises student activities in a laboratory environment, the activities are related to lecture hours, the instructor frequently provides instruction and students are responsible for learning all information from the instruction and activities. (San Bernardino College)

**Contract Issue: #33**

**Lay Off Procedures:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
Reduction in teaching workforce must be based on seniority.	The district (management team) has the right of assignment.	Should there be any Reduction In Force (RIF), the contract faculty member does not have bumping rights over tenured faculty, notwithstanding any provisions of the contract faculty member's contract (Canyons)
All Part-time faculty members must be laid off before any full-time faculty member is considered for lay off.	The district (management team) must have flexibility within the college as to who can best meet the needs of the students.	The District will meet and confer with the Association upon request with respect to the nature and impact of any anticipated faculty layoffs prior to issuing final notice of layoff. (Gavilan)
Once part-time faculty members have been laid off, full-time faculty members will be laid off based on seniority within departments based on actual date of actual working for the college.	Certain qualities of certain faculty members outweigh the time of when they were hired.	In the event it becomes necessary during the term of this Agreement to lay off, in accordance with the provisions of Education Code Section §87743, contract and/or regular employees who are members of the bargaining unit, the parties agree to proceed according to California Education Code §87413, §87414, §87740, §87743 through §87743.5 inclusive, §87744, §87745, and §87746. (Imperial Valley)

**Contract Issue: #34**

**Leaves of Absence:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
A leave of absence allows the faculty member to halt working for the college for an agreed amount of time.	It is the interest of the district (management) to have faculty members teaching who want to be part of the college.	Written request for long-term leave, i.e., leaves of over one (1) month, including but not limited to leave for pregnancy, childbirth, disability, recovery there from, obligations associated with pregnancy, personal reasons, etc., shall be presented to the LTPA Committee as per the timeline that the Committee establishes. (Butte)
Once a faculty member has obtained tenure, he/she should have the right of sabbatical per education code.	Ed code is very specific about leave of absence situations.	Each ten (10) month full-time unit member shall be granted ten (10) days of sick leave per school year All sick leave shall be accumulated from year to year without limit. (Butte)
A faculty member is entitled to return to the college after a leave of absence at the same seniority level he/she was before the leave.	When a faculty member is not teaching for the college, he/she should not be allowed to build additional seniority.	For purposes of this article, "immediate family" means the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse or Registered Domestic Partner, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee or any relative living in the immediate household of the employee. (Copper Mountain)

**Contract Issue: #35**

**Local District Committee Participation:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
The Faculty Association has a right to have association members participating on all district committees that make decisions that have impact on working conditions, wages, and or additional faculty time, energy, and money.	Local district committees are designed to provide input for district decisions. This input is then used when making decisions.	No regular faculty member shall be required to serve on more than one improvement of instruction committee per semester in addition to the tenure review committee. (Riverside College)
The Faculty Association should not participate on any district wide committee where the committee only makes recommendations to an administrator who has the power to not accept the recommendation.	The management team or (district) must be accountable for the decisions and mandates the college ultimately makes.	Bargaining unit members shall be paid a \$100 stipend for service on each paper screening and/or interview selection committee, for contract faculty positions and administrative positions. (Shasta College)
The Faculty Association leadership should sit on any committee where the Academic Senate leadership is asked to serve.	The district has the right to determine which organizations to ask for guidance and recommendations.	Any standing or ad hoc college and/or District group duly constituted to address one or more college and/or District concerns in which participation fulfills in whole or in part a faculty member's contracted committee activity obligation . (South Orange County)

**Contract Issue: #36**

**Office Hour /Office Space Obligations:**

Union Position	District Position	Contract Language
Faculty members need office hours and office space to provide additional outside assistance for students as part of their teaching load.	The district (management team) provides faculty space within each department. Office hours must be overseen by the administration for reimbursement purposes.	Each unit member shall have five (5) student/teacher conference hours per week, consisting of at least one hour for each day a teaching unit member has an assigned class on campus. (Citrus)
Office space should be available to all faculty.	It is an interest of the administration to have faculty on campus at various days, times, and events for full-time status checks.	All faculty members shall be responsible to hold pre-scheduled office hours that are mutually agreeable to the Dean and the instructor at the time that the instructor submits his/her suggested work schedules and course assignment. (Hartnell)
Office space should be shared with other faculty members to accommodate the best coverage for students.	It is up to faculty to determine how the space provided should best be utilized.	Members of the unit who are teaching faculty are required to establish five hours per week, where each hour consists of sixty minutes, that shall be set aside as scheduled, maintained, office hours at which times the instructor is available to students for consultation on a walk-in basis. (Imperial Valley)
		Adjunct faculty may elect to hold paid office hours. Office hours must be requested, in writing, by the faculty within two weeks of the assignment prior to the start of the class(es) to include proposed time and prearranged location. (Solano College)

**Contract Issue: #37**

**Organization Security:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
The Faculty Association needs the District to provide organizational security to the faculty union to have a healthier and stronger negotiations take place between the district and the faculty.	The district has only one obligation to provide substitutes for faculty if negotiations take place during a teaching time of a faculty member.	The District shall provide the Association with 70 LHE annual reassigned load for purposes of representation. The President of the Faculty Association will inform the District on how the reassigned time will be distributed. During full contract negotiations, the District shall provide the Association with 15 LHE per term in reassigned time to be distributed to members of the Association's bargaining team (Mt. SAC)
Organization security should allow the faculty association to determine whether reassigned time, stipends, or a combination of both to be used by those involved in the Association.	The district must have their employees (administration) conduct the work during their regular scheduled hours and or provide extra levels of work for management.	The Faculty Association may purchase additional reassigned time for purposes of representation above the LHE provided by the District (Mt. SAC)
Organization Security strengthens the working conditions between faculty and the district administration.	The Faculty Association rarely need as much time to prepare and meet with administration on top of their teaching load.	Thirty-six (36) LHEs to be utilized by no more than five (5) negotiating team members and the Association President and/or designee(s) and/or the Association Grievance Chairs. (South Orange County)

**Contract Issue: #38**

**Overload Assignments:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
Overload Assignments for full-time faculty members should be carefully monitored to ensure the curriculum offerings from a department.	Faculty members who are teaching full-time have a designated and defined teaching load.	An overload occurs only when a load is greater than sixteen (16) lecture equivalency hours. An underload occurs only when a load is less than fourteen (14) lecture equivalency hours (Gavilan)
The more additional teaching of full-time faculty, the impact of professional contribution is scrutinized.	Perhaps the district should reconsider what a full-time teaching load constitutes.	Qualified unit members shall have first priority on all paid overload assignments which are vacant and for which the unit member qualifies (Citrus)
A reasonable amount of overload needs to be agreed to by both faculty association and the administration. A reasonable amount is 60%	The district should monitor and grant reassigned time to those faculty members who are clearly able to perform additional workload.	All unit members shall be paid for their overload teaching assignments in four equal monthly payments in each semester in which they have overload hours. (Imperial Valley)
		Faculty members who have more than five (5) weekly hours of overload and/or extra pay assignments shall be required to work a 4-day work week. (Mt. SAC)

**Contract Issue: #39**

**Pay Warrants, Payroll Deductions, & Time of Pay:**

Union Position	District Position	Contract Language
Faculty members must be paid in an orderly and defined manner.	Pay warrants are generated each month by staff and sometimes needs additional time.	All unit members on ten month, or 177-day contracts will receive a contract pay warrant for 1/10th of their contract amount on the last working day of the month, in the months of August, September, October, November, February, March, April, May, and June. Unit members will receive a pay warrant in December on the last working day before the commencement of winter recess. (Imperial Valley)
The amount of actual payroll deductions should be determined by input from both the faculty and the administration.	Payroll deductions cause additional time, energy, and workload for staff.	A monthly list of bargaining unit members for whom deductions are being made shall be forwarded to the Chapter President or his/her designee. The list shall identify new, changed, or discontinued deductions. (Copper Mountain)
The law actually establishes a time-frame of when one must be paid for work.	The district tries to meet all conditions of mandated items it faces.	The District will deduct from the pay of Association members and pay California Teachers Association the normal and regular monthly Association membership dues (or agency fees) as voluntarily authorized in writing by the employee on the appropriate form approved by the District. (San Bernardino College)
		Faculty members shall have the option to be paid monthly over the entire year or monthly over the first ten (10) months of the contract year. (Solano College)

**Contract Issue: #40**

**PT Faculty Participation in Departments:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
All faculty members should have the right to participate in department issues and business.	The goal of the college is to have on-going decisions made by those participating in the tenure/tenure track area.	All adjunct faculty who make application for a regular faculty position shall be granted an interview providing the following occurs: 1) Meets minimum qualifications and 2) submits all documents as requested/required in the job announcement. (Solano College)
Part-time faculty members should help determine departmental issues including book selection.	Many departments have more faculty teaching part-time and getting participation from all of them would be un-workable.	
Individual departments should work collaboratively with all faculty members to determine fairness within the department concerning part-time faculty member contributions.	Individual departments may take the initiative to allow participation at the level the full-time faculty determine to be fair and reasonable.	

**Contract Issue: #41**

**PT Faculty Rehire Rights:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
Loyal and competent part-time faculty members should have job reasonability.	Part-time faculty members are at will non-tenure track employees.	Part-time faculty are employed on a semester-by-semester discretion of the District. Those part-time faculty, who have had satisfactory performance in their previous evaluation, shall receive first consideration over new part-time applicants for tentative assignments in courses previously taught by that part-time faculty member at that college. (San Bernardino College)
An agreed to formula or percentage of part-time faculty rehired on a rehire schedule allows districts to have flexibility within the assignment of classes.	The district needs to retain the flexibility of hiring the most competent and energetic faculty possible.	Adjunct faculty who have been employed for twelve (12) semesters or more, three of which occurred in the most recent three (3) years, and whose two most recent evaluations exhibit an overall summary of "meets the standard" shall have priority of assignment for one (1) class in their discipline. (Mt. SAC)
Rehire rights to part-time faculty members provides intellectual freedom for educational purposes.	Part-time faculty members are needed to provide the type of research and class offerings BOT and administration want presented.	To be eligible for rehire rights, the part-time faculty member must have taught a minimum of 2.4 Lecture Hour Equivalent (LHE) each semester for six sequential semesters in one discipline. At the end of the sixth consecutive semester of satisfactory performance, a part-time faculty member will be granted rehire rights. (Southwestern College)

**Contract Issue: #42**

**PT Office Hours**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
Part-time faculty members teach more class sections than full-time faculty.	Part-time faculty members are not contracted for more than their actual teaching load.	Credit adjunct professors (except those on partial, post-retirement contracts) with teaching assignments shall be paid for one office hour per week for fall and spring semesters at the rate of twenty dollars (\$20) per hour. The methods by which students shall have access to professors shall be included in the professor's syllabus. (Mt. SAC)
Additional contact outside the classroom provides superior teaching to students.	Those students needing additional outside of classroom assistance can find other areas on campus for assistance. (Labs/or transfer to other faculty)	Part-time temporary unit members who teach at least one three-unit course with a lecture component, shall be eligible for one paid office hour per week. The office hour may be divided into two one-half hour sessions. For those teaching more than one three-unit class, office hours will be pro-rated accordingly to a maximum of two hours per week, provided there is more than one class taught. (Shasta College)
Part-time office hours can be offered to students by either traditional on-site or virtual offerings.	Actual space is always and issue. Virtual offerings would necessitate additional administrative oversight and that is costly.	Office hours shall be paid at the flat rate of \$44.00 per hour. Office hours must be scheduled so as to insure the maximum availability for student consultation, shall be held in an appropriate location as requested and assigned, and must be held in conjunction with a schedule submitted to and approved by the appropriate dean at the beginning of the semester. (Mira Costa PT)

**Contract Issue: #43**

**Reassigned Time/Special Assignments/Stipends:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
All reassigned time, special assignments, and or stipends are working conditions for faculty members directly and in-directly affecting all faculty members.	The district has interest in getting certain non-teaching work done in a timely manner.	Reasonable reassigned time shall be granted Association representatives for the purposes of negotiations and the administration of this Agreement. The Association must be consulted before any unit member is granted reassigned time that is not enumerated in this section of the agreement. (Imperial Valley)
Faculty Association looks after the interests of all faculty members and does not allow special deals for individuals without just consideration for all.	The district does not believe that reassigned time, special assignments, and stipends fall under the jurisdiction and purview of the Faculty Association.	Members of the Association shall be released from their regular work duties, with pay, if negotiations or grievance meetings with management are scheduled during their working hours. The total released time shall be two (2) full-time equivalents (FTE) of a full-time load. (Kern)
Individuals doing similar work outside of teaching should be treated equally and fairly.	It is up to the district to determine the amount of work and the just compensation required for such work to be completed.	A study group of not more than six (6) employees shall be appointed to review and make recommendations pertaining to release time to faculty members. The committee shall be comprised of three appointees by each party. A written report shall be provided to the District and CCA-LBCC. (Long Beach City)

**Contract Issue: #44**

**Request for Information/Roster of Unit Members:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
The Faculty Association has the right to request direct and designated specific information from the district and have it delivered to them in a timely manner.	The district always tries to determine the priorities it faces concerning requests for information.	In order to fulfill its responsibilities as the exclusive representative of certificated employees, the Association will be provided upon request two copies of any current District report including the tentative, publication, and adopted budgets, and other materials pertaining to matters of collective bargaining (Imperial Valley)
The district does not get to decide what is relevant and what is not relevant on requested information the Faculty Association requests.	The district must establish reasonable tests to requests for information requested by the Faculty Association.	Human Resources shall provide the Association with the names and addresses of all unit members within 15 days of the commencement of the Fall semester. (Canyons)
Since the Faculty Association represents all unit members, it must have the opportunity to communicate with members and only the district has specific contact information regarding all faculty members semester to semester.	Unit members are not actual members, and the district must protect the integrity and requests of privacy regarding these employees.	Within twenty-five (25) working days of the first day of each fall and spring term, the appropriate administrator shall provide the names and job titles of all full-time and part-time bargaining unit members to the Association President or designee (Chaffey)

**Contract Issue: #45**

**Sabbaticals/Workload Banking Programs:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
Sabbaticals is agreed to work between faculty members and the district to be done in lieu of a teaching load.	Sabbatical participation is a poor use of district funds when set side by side to the rest of the budget.	A sabbatical leave is a leave granted to an employee to provide an opportunity to engage in professional study, research, travel, or employment for the purpose of self-improvement and benefit to the college through improved service. (Palo Verde)
Faculty members participating in sabbaticals are required to share collected data with the college, BOT, and fellow colleagues after completion.	The actual amount of work done during sabbaticals is questionable.	Within one (1) semester after return to duty, a unit member who has completed a sabbatical leave shall submit to the assistant superintendent Vice President of Learning a written report covering the sabbatical leave activity. A copy of the report, together with the assistant superintendent Vice President of Learning's evaluation, shall be forwarded to the Superintendent/President as evidence of the unit member's completion of the sabbatical leave. If the assistant superintendent Vice President of Learning and the unit member agree, the unit member shall present an oral report of the activity to interested members of the faculty, administration and Board. (Butte)
Workload Banking Programs should assist the faculty member obtain as close to a full-time teaching load compensation while on Sabbatical.	Workload banking is also a costly program and the district must consider the effectiveness of such a program.	Faculty members may accumulate a maximum of twenty (20) LHE or their equivalent toward banked workload. Banked workload credit not applied to a specific leave will remain banked, and will be applied to a future leave. (South Orange County)

**Contract Issue: #46**

**Salary Schedules:**

Union Position	District Position	Contract Language
A single salary schedule is the most appropriate and fair salary schedule.	Certain faculty members deserve to be brought into the district with compensation commensurate with experience and or education.	All Faculty Members shall be placed on the Teaching Salary Schedule in accordance with the educational and experience criteria contained in the Salary Schedule. (College of Desert)
The steps contained in a salary schedule should be arranged to allow maximum compensation with fewest steps going down the column as possible.	Longevity of teaching maximizes the use of funding provided by the state.	Initial salary placement will be made at the time of employment based upon verification of education and experience. (Copper Mountain)
Each step in a salary schedule should offer the same compensation to faculty members obtaining such levels by years of experience.	The district should be in a position to reward faculty members with certain types of longevity.	The goal is to maintain a competitive salary schedule that will attract and retain a highly qualified faculty. (Lake Tahoe)
		Any additions, deletions, or modifications to this schedule shall be negotiated between the District and CCA-LBCC (Long Beach City)
		A Unit Member will be paid according to the Unified Salary Schedule adopted by the Board of Trustees and agreed to by the Faculty Association. (Mt. San Jacinto)

**Contract Issue: #47**

**Sick Leave:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
Sick leave directly impacts the working condition of all faculty members.	Sick leave is a program provided for faculty that the district establishes and therefore should control.	Unit members will be granted one (1) day of sick leave with full salary for each month of their Contracts (Canyons)
The specific number of days per year of sick leave should be agreed to by both the Association and the administration.	Sick leave is just one of the costs associated with the budget the district has to meet. The fewer sick days given, the more savings for the district.	Sick leave shall be granted to all unit members who are ten, eleven, or twelve month contract employees at the rate of one day per month in the contract year. A contract unit member shall be granted one day per calendar month, not to exceed twelve days per fiscal year. (Mt. SAC)
Sick leave days must be representative of actual working days. No more than one day should ever be used per day regardless of the teaching load of the specific day.	If a faculty member teaches more classes on one day, he/she should have additional sick leave taken depending on the day ill that lines up with work for that day.	Any faculty member who has been an employee of a California school district for a period of one school year or more and who accepts an academic position with the Siskiyou Joint Community College District at any time within the succeeding school year in which the previous employment is terminated shall be credited with unused accumulated sick leave acquired at his/her previous district of employment. (Siskiyou)

**Contract Issue: #48**

**Sixty Seven Percent Limit:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
California law provides the maximum use of part-time teaching per semester to be 67%.	The law only states that a part-time faculty member may teach no more than the 67%. It does not state the district must provide that much teaching load.	Part-time faculty employed pursuant to this Article shall not be employed unless all temporary service to the District does not exceed 65% of the hours considered a full-time assignment for regular employees having comparable duties in accordance with Education Code Section 87482.5 (Sierra College)
Individual colleges should allow part-time faculty to teach up to 67% for the academic year.	District management should retain the right of assignment and thus teaching load.	
Maximum of 67% teaching load for part-time faculty should be available for those faculty members wishing to teach said load.	Districts must be conservative in implementation of part-time faculty members teaching over a percentage in any of six consecutive semesters.	No adjunct faculty should be assigned a load greater than sixty percent (60%) unless otherwise approved in advance by the appropriate dean and vice president. (Mt. SAC)

**Contract Issue: #49**

**Surveillance:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
Faculty members have a right to know when, where, and under what circumstances they consent to surveillance within the teaching environment.	The district must ensure to the BOT and public that what goes on during a classroom is acceptable.	In the evaluation process, faculty shall be free from any and all forms of electronic or other listening or recording devices, except with his/her express and non-continuing consent. (Mt. SAC)
Students and management must obtain approval of the individual faculty member before any type of electronic or other forms of surveillance is acceptable.	The district retains the right to check up on faculty members to validate concerns expressed by students.	
Surveillance should not result in negative or punitive action toward a faculty member.	If documentation or revelation merges in and during surveillance of a faculty member, the administration must be in a position to use such evidence.	

**Contract Issue: #50**

**Travel and Mileage:**

<b>Union Position</b>	<b>District Position</b>	<b>Contract Language</b>
Travel from one educational facility to another on a specific day needs compensation for faculty members teaching at various district locations.	When a district has multiple colleges or centers for educational purposes, faculty members need to understand that implication before deciding to agree to employment with the district.	Unit members shall be reimbursed for necessary and actual expenses incurred while on approved and authorized travel. Such reimbursement shall be limited to the amount established through the approval process (Citrus)
Only the travel from home to the first teaching location within a district should be prevented from compensation for travel.	It is not the responsibility of the college to provide travel compensation for individual faculty members who reside outside of the college venue.	In the event a unit member's regular assignment or overload is split between two or more instructional locations during the course of a regular work day (such that the assignment creates a need to travel between the site(s) the District shall reimburse for mileage accrued in the course of that day and assignment. (Citrus)
Travel compensation for mileage should be established at the federal IRS amount.	At worst case scenario, the district should establish the guidelines for travel compensation associated with college work.	Instructors who travel to second campuses on the same day will be paid mileage according to IRS regulation (Desert PT)