



# Faculty Association CTA/NEA Contract

(July 1, 2000 June 30, 2003)

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FACULTY ASSOCIATION CTA/NEA CONTRACT

July 1, 2000 June 30, 2003

This is an Agreement made and entered into this first day of July 2000 between the MT. SAN JACINTO COLLEGE DISTRICT, hereinafter referred to as "District", and the MT. SAN JACINTO COLLEGE FACULTY ASSOCIATION CTA/NEA, hereinafter referred to as "Association". The contract shall be in full force and effect through June 30, 2003.

## **ARTICLE I: RECOGNITION**

The District confirms its recognition of the Association as the exclusive representative for that unit of employees (hereinafter referred to as the Unit) certified by the Educational Employment Relations Board in Case No. LAR-734 dated November 15, 1976. The Unit consists of all academic employees excluding non-credit or adult education teachers, part-time employees, and all Management, Supervisory, Confidential, and Classified employees.

## **ARTICLE II: DISTRICT RIGHTS**

II A.

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required and how they are to be selected; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities and make all room and office assignments; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline Unit Members as authorized by all applicable codes. All such matters, unless otherwise provided for in this agreement, are excluded from the grievance procedure.

## **II B.**

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

## **II C. Emergency Clause**

### **II C1.**

In cases of extreme emergency\* necessitating closure of the college and/or suspension of classes, any provisions of this agreement conflicting with the necessary emergency procedures shall be suspended for the duration of the emergency. The District shall, within one (1) day or as soon as is physically

possible, meet with Association representatives and attempt to reach an agreement on which sections of this agreement are affected and for what duration.

\*Extreme emergency shall mean sudden and unexpected calamities such as earthquake, fire, flood and other occurrences which interfere with normal operation of the college.

## **II C2.**

In cases of financial emergency, any provisions and terms of this agreement affected by reduction in funding to the District shall be suspended and reopened for negotiation when the District files public notice that current operating standards cannot be met and stipulates the amount of reduced funds.

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# **ARTICLE III: ASSOCIATION RIGHTS**

## **III A.**

The Association and its members shall have the right to nonexclusive use of school facilities and equipment (excluding vehicles) at reasonable hours, including evening hours, subject to the established sign-up procedures and regulations, for Association business when such facilities are not otherwise in use.

## **III B.**

The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards. At least one of reasonable size shall be provided in areas frequented by Unit Members. The Association may use the District mail service and teacher mail boxes for communications to Unit Members. When requested, notification shall be given to the Superintendent/President as material is posted for the purpose of informing Association members and/or non-members of Association-related

issues, concerns, and positions as well as the dates, times and agenda of formal Association meetings.

### **III C.**

Authorized representatives of the Association shall be permitted to transact Association business on school property at any time as long as there is no interference with the normal operation of the College. At the request of the Superintendent/President, the Association shall provide advance notice, in writing, of all Association meetings.

### **III D.**

Any Unit Member who is a member of the Association, or who has applied for membership, may sign and deliver to the District a written statement authorizing deduction of unit membership dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the district shall deduct one tenth (1/10) of such dues from the regular salary warrant of the Unit Member each month for ten (10) months. Deductions for Unit Members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

### **III E.**

The District shall not be obligated to deduct any amount from the Unit Member's pay which shall be used for political contributions.

### **III F.**

With respect to all sums deducted by the District pursuant to authorization of the Unit Member, the District will remit such monies to the California Teacher's Association accompanied by an alphabetical list of Unit Members from whom such deductions have been made, and indicate any changes in personnel from the list previously furnished.

### **III G.**

The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

### **III H.**

Upon appropriate written authorization from the Unit Member, the district shall deduct from the salary of any Unit Member and make appropriate remittance for annuities, credit union, approved charitable donations, or any other plans or programs jointly approved by the Association and the District. A Unit Member who continues an assignment or employment with the District will be permitted to change the amount of such deductions once a year on date(s) mutually agreeable to the District and the Association.

### **III I.**

The Association has the right to act as a grievant under the Grievance Article of this Agreement, except as provided in V-B1.

### **III J.**

The Exclusive Representative of the unit has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the District and the law.

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## **ARTICLE IV: SAFETY CONDITIONS OF EMPLOYMENT**

### **IV A. Enforcement Authority**

The requirements for safe working conditions are established and maintained under the California Occupational Safety and Health Act of 1973 (CAL/OSHA). Enforcement and rule-making authority is lodged with the Department of Industrial Relations. The Division

of Industrial Safety has jurisdiction for inspection and the enforcement of standards; therefore, any disputes arising relating to Unit Member safety will be exempted from the grievance process.

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## **ARTICLE V: GRIEVANCE PROCEDURES**

### **V A. Definitions**

#### **V A1.**

A "grievance" is a formal written allegation submitted on a mutually approved form by a grievant that the grievant has been adversely affected by a violation, misinterpretation or misapplication of provisions of this agreement.

#### **V A2.**

A "grievant" is a Unit Member or the Association filing a grievance herein.

#### **V A3.**

A "class action grievance" is a consolidation of several similar grievances into a single grievance. All grievants to be included will make their own written allegation and each will independently go through Level I and each will authorize such consolidation and agree to abide by that outcome. A class action grievance may be filed by the Association at Level II of the Grievance Procedure. At least one of the grievants shall be in attendance at each level of the class action procedure.

#### **V A4.**

A "Day" for the purpose of this Article, refers to any day as defined in Article VIII A1. Since a "day" must fall within the work year of a unit member, any day not included in the unit member's work year shall not constitute a "day" in grievance procedures. However, if a unit member initiates grievance procedures with ten (10) days or less remaining in the work year, the

grievance process shall proceed following the timelines for the normal work year. However, the grievance process may be suspended until the beginning of the following work year, should both the unit member and district agree to do so.

**V A5.**

"Management Supervisor" or "Appropriate Dean" refers to the management employee who has immediate jurisdiction over the grievant.

**V B. Purpose**

**V B1.**

Nothing contained herein shall be construed as limiting the right of any Unit Member having a grievance to discuss the matter informally with any appropriate member of the Administration and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this agreement.

**V B2.**

Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level shall be maximums and every effort shall be made to expedite the process. The time limits may, however, be extended by mutual agreement.

**V C. Informal Level**

The grievant shall attempt informal resolution of a grievance in conference with the appropriate dean prior to initiating a grievance.

**V D. Level I**

**V D1.**

Within twenty (20) days after the alleged occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing on the appropriate District form to his/her appropriate dean. The grievance should be a clear, concise statement of the issue, the specific Article or Section of this agreement violated or misinterpreted, the circumstances involved, the date of any informal conference and the specific remedy sought.

**V D2.**

Within ten (10) days after a grievance is filed, a conference must be scheduled if requested by either party. At the conference either party may be accompanied by an advisor or representative.

**V D3.**

The appropriate dean's decision shall be communicated in a clear, concise written statement to the Unit Member and the Association within fifteen (15) days after receiving the grievance.

**V E. Level II**

**V E1.**

In the event the grievant is not satisfied with the Level I decision, the grievant may, within ten (10) days, appeal the decision to the Superintendent/President or his designee on the appropriate District form. This appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reason(s) for the appeal.

**V E2.**

Within five (5) days after the appeal is filed, a conference must be scheduled if requested by either party. At the conference either party may be accompanied by an advisor or representative. The conference shall be held at a time which would not interfere with normal operations of District.

**V E3.**

The Superintendent/President or designee shall communicate in a clear, concise written statement a decision to the Unit Member within fifteen (15) days after receiving the grievance.

**V F. Level III**

**V F1.**

If the grievant is not satisfied with the decision at Level II, the grievant may, within ten (10) days, appeal the decision on the appropriate District form to the Board of Trustees. This appeal shall include a copy of the original grievance, the decisions rendered, and a clear statement of the reason(s) for the appeal.

**V F2.**

The Board of Trustees may base its decision solely on the written record unless the grievant requests a closed session hearing not to exceed 20 minutes, unless extended by the Board. If additional evidence is sought by the Board, the Board shall invite, in writing, all parties of interest to participate.

**V F3.**

The Board shall inform the grievant, in writing, of its decision within twenty-five (25) working days after receiving the grievance.

#### **V F4.**

If the grievance is not suitably resolved at Level III the bargaining unit may, within 30 days submit the matter to the American Arbitration Association (AAA) for binding arbitration.

AAA shall be requested to submit a list or lists of arbitrators to the parties for their selection of an impartial arbitrator; and if no mutually acceptable selection is made by the parties after the elimination of the second list, AAA shall appoint the arbitrator in accordance with its rules then obtaining.

The decision of the arbitrator shall be final and binding upon the parties, but the arbitrator shall have no authority to add to, subtract from or modify this agreement except in conclusions of law or past practices which are not in violation of the contract.

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#### **V F5. Binding Arbitration**

Binding arbitration is subject to the following conditions:

1. shall not apply to any matter the District is defending in a civil proceeding
2. shall not apply to any salary issues that have been previously negotiated
3. the party that does not prevail in the arbitration shall pay 100% of the cost of the arbitrator
4. if neither party prevails (compromise) the costs shall be 50% each
5. each party shall bear its own costs of presenting its case to the arbitrator.

#### **V F6.**

This level represents the final step in the grievance procedure. Completion of this step constitutes exhaustion of internal administrative remedies under this agreement.

## V G. Guidelines Applicable to All Grievances

### **V G1.**

All grievance proceedings shall be kept as confidential as may be appropriate, at all levels of the procedure.

### **V G2.**

All records dealing with the processing of a grievance will be filed separately from the personnel records of the participant(s).

### **V G3.**

If a grievance arises from the action of an authority above the direct supervisory level, the Unit Member may present a grievance at the next higher level, except no grievance shall be taken to the Trustees without first being given in writing to and discussed with the Superintendent/President.

### **V G4.**

If the procedure is not completed within the specified time by the appropriate management level handling it, the grievant may proceed to the next level.

### **V G5.**

If the procedure is not completed by the grievant within the specified time, the grievance will be considered resolved at the highest level at which the procedure has been completed.

### **V G6.**

No reprisals of any kind will be taken by any Unit Member or representative of the Administration or the Board or by the Association against any grievant, any member of the Association, or any member of management, Trustee or other participant in the Grievance procedure by reason of such participation.

**V G7.**

When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the work day, he/she shall, upon notice to the Superintendent/President by the Association President, be released without loss of pay in order to participate in the ongoing activities. Every effort shall be made to schedule meetings and hearings at times which would not interfere with normal operations of District. Any Unit Member who is requested to appear in such scheduled meetings or hearings as a witness will be accorded the same right.

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## **ARTICLE VI: UNIT MEMBER RIGHTS**

**VI A.**

The District and Association recognize the right of a Unit Member to form, join, and participate in lawful activities of the Association and the equally alternative right of a Unit Member to refuse to form, join, and participate in Association activities.

**VI B.**

A Unit Member shall have the right to informally discuss any personal grievance with any appropriate dean and to have the grievance adjusted without intervention by the Association provided that the adjustment is consistent with the terms of this Agreement.

**VI C.**

A Unit Member shall retain the right of self-representation in matters of grievance without intervention by the Association provided that all conditions of Article V on Grievance Procedures are met.

**VI D.**

It is mutually understood that the District shall not implement any proposed resolution reached with a Unit Member grievant until the Association has been provided a copy of the grievance and a copy of the proposed resolution and after which said Association has had five working days to file a written response. It is further mutually understood that the written response from the Association shall in no way intervene in the implementation of the proposed resolution if said resolution is consistent with the terms of this agreement and in conformance with applicable laws. Absence of a written response from the Association on any specific proposed resolution within the stipulated time period shall be construed to mean that the terms of Paragraph VI D have been waived by the Association but only to the extent to which the proposed resolution responds.

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## **ARTICLE VII: SALARY REGULATIONS, COMPENSATION AND BENEFITS**

VII A. Definition of Terms

**VII A1.**

"Degree" refers to earned degrees in an accredited college or university.

**VII A2.**

"Unit" refers to semester units from an accredited college or university.

**VII A3.**

"Bachelor's Degree" means an earned Bachelor of Science or Bachelor of Arts Degree or equivalent from an accredited institution.

**VII A4.**

"Master's Degree" means any earned Master of Science or Master of Arts Degree or equivalent from an accredited institution.

**VII A5.**

"Accredited Institution" means a regionally accredited college or university.

**VII A6.**

"Semester Unit" means one semester hour of credit from an accredited institution. Transcripts indicating quarter hour credit will be evaluated in semester hour equivalents, with one (1) quarter-hour equaling two-thirds (2/3) semester hours.

**VII A7.**

"Upper Division Courses" are those certified by an accredited institution as junior and senior level. Any graduate class would be considered equal to or superior to upper division.

**VII A8.**

"Prior Teaching Experience" - a year of prior teaching experience for credit must equal seventy-five (75) percent of the academic year.

**VII A9.**

"Transcript" is a documentary record of completed academic work certified by a notarized signature or institutional seal and received by mail in the Human Resources Department from an institution.

**VII A10.**

"The Unified Salary Schedule" refers to the salary schedule established to determine the rate of pay for ten-month (10) Unit Members who fulfill the contract requirements of the work year as defined below.

**VII A11.**

"Work Year" refers to the number of days required each year to meet the minimum daily attendance requirement of one hundred seventy-six (176) days, any additional days for instruction, plus additional days for non-instructional duties. When school is closed due to factors which in the opinion of Administration are beyond their control and request for exemption is denied by the State, and the State requires that the day be made up, that day will be considered to be within the normal work year.

**VII A12.**

"Ten-Month Employee" refers to any Unit Member as a full time academic faculty for the established work year as defined above.

**VII A13.**

"Per Diem Rate" refers to the daily rate of pay for a Unit Member calculated by dividing the Unit Member's annual salary for the work year by the number of days the Unit Member is required to render service to the District under this agreement.

**VII B. Initial Salary Placement**

**VII B1.**

New-hires and rehires may be placed on steps one (1) through five (5) based on experience directly parallel to the position being filled.

## **VII B2.**

The Salary Advancement Committee shall consider and recommend to the Superintendent/President:

### **VII B2a.**

The amount of credit to be granted for formal education, or its equivalent, will be used in determining the number of units of credit to be granted for initial level placement on the salary schedule.

### **VII B2b.**

The amount of credit for teaching, counseling or librarian experience, or its equivalent, will be used in determining the number of steps to be granted for initial placement on a salary step. In order to be granted a step the Unit Member must have served at least 75% of an academic year.

### **VII B2c.**

"Equivalent Credit" may be considered by the Salary Advancement Committee for work experiences, competency based experiences, research and any post-graduate units earned, but not counted for the Master's Degree credential. The Unit Member must request in writing that consideration be given to such areas. When requests for salary advancement are made for equivalent credit, the Committee may recommend such credit if both the Unit Member and the Committee have made reasonable efforts to obtain approval for units from an accredited institution of higher learning for the above stated areas, and neither have been successful. After the Superintendent/President approves the request for "equivalent credit" and makes a recommendation to the Trustees, they shall consider such exceptions and may establish a principle or guideline which can be applicable to similar requests without further attempts to obtain approval from an accredited institution of higher learning.

## VII C. Credit for Salary Schedule Level Advancement After Initial Placement on Salary Schedule

### **VII C1.**

#### **Promotions**

Promotions for faculty result after the completion of the appropriate number of additional units. In any one academic year a Unit Member can move either an experience step, or a level, when sufficient units have been completed, but not both.

#### **Annual Step Movement**

A Unit Member will not receive an experience step in an academic year in which a promotional level step is taken, after an appropriate number of approved units have been completed.

The Board of Trustees may take action to hold everyone at their current step due to fiscal considerations. Such action will be taken within 30 days of adopting the final budget (which normally follows within thirty days of the State budget being adopted).

#### **Additional Compensation**

For each unit member who earns additional compensation, the district shall provide the faculty association with a copy of a form specifying the duties, responsibilities and pay associated with the additional compensation within thirty (30) days after these duties and/or responsibilities begin.

#### **Credit for Salary Advancement after Initial Placement**

There is no limit to the number of units a member can earn for the purpose of salary advancement during a school or calendar year, provided the units taken have the

prior approval of the Salary Advancement Committee. However, to enter the doctoral degree level, the unit member must have earned a doctoral degree. Also, to advance into or beyond the masters degree level, the unit member must have earned a masters degree.

Level and step advancement shall occur July 1 for a Unit Member employed during summer school months and beginning of Fall semester, or prior to the Fall semester, for others, provided due and proper notice is given to the Human Resources Department as indicated in the procedures of this Article. A Unit Member may advance up to two levels per fiscal year except:

**VII C1a.**

An earned Doctoral Degree shall place the Unit Member on the appropriate level.

**VII C1b.**

All approved units earned during any long-term professional development or other leave shall be added to any earned during other periods of the same fiscal year and to any accumulated, and the total shall be credited for the following annual pay period not to exceed a two-level (2) move in any one (1) fiscal year.

**VII C1c.**

All approved units earned during the period between the time a Unit Member is released from employment from the District due to program reduction and the time of rehire on a preferential recall basis as a full time Unit Member shall be placed on the salary schedule at a rate not exceeding a two-level (2) advancement from the previously held position.

**VII C2.**

A Unit Member may have credited for salary schedule advancement one (1) step for each year of employment until reaching the last step in the level. A Unit Member who is hired after the beginning of the Fall semester of an academic year but has fulfilled at least seventy-five percent (75%) of a full year contract, based on either days or teaching load, shall be advanced to the next step as if a full year's service to the District has been fulfilled. Step advancement shall take place July 1 for a Unit Member employed on the salary schedule during summer months and at the beginning of each Fall semester for a Unit Member not employed during the summer.

### **VII C3.**

Quarter units are converted to semester units by multiplying the quarter units by two-thirds ( $2/3$ ). If this multiplication results in a number with a fraction of more than one-half ( $1/2$ ), the number shall be rounded off to the next whole number when calculating total units for level advancement.

### **VII C4.**

The Salary Advancement Committee shall consider and recommend on the acceptability of and number of units proposed by individual Unit Members toward salary level advancement based on the following criteria:

#### **VII C4a.**

Only those classes that can be clearly demonstrated to directly enhance a unit member's teaching or assigned area shall be considered. No more than six (6) of each twelve (12) semester units necessary to advance a level on the salary schedule shall be taken at the lower division undergraduate level. Education extension credits shall not be considered for purposes of salary advancement unless the institution issuing the credits will accept the credits in their own degree program(s).

**VII C4b.**

Units that would apply to an advanced degree in the Unit Member's teaching or assigned teaching area.

**VII C4c.**

Units that would apply to an advanced degree not in the Unit Member's Master's

teaching, or assigned teaching area but which can be clearly illustrated as being a direct enhancement to said area or areas.

**VII C4d.**

"Equivalent credit" may be considered by the Salary Advancement Committee as described in Section VII B2c of this Article.

**VII C5.**

All Unit Members shall observe the following procedures in order to be considered for salary level advancement:

**VII C5a.**

On or before June 1, a Unit Member must request advancement in writing and provide proof of eligibility (to Human Resources) in order to advance on the salary schedule for the next fiscal year.

**VII C5b.**

If units earned during the upcoming summer session are to be used in qualifying for advancement, the Unit Member must indicate in writing to

Human Resources the institution to be attended, course title, number of semester units to be earned, and dates of attendance.

**VII C5c.**

Proof of successful completion of all summer work must be submitted no later than September 1. A grade slip or signed statement from the university's instructor will be accepted in lieu of a transcript. However, transcripts must be submitted as soon as possible and, in any case, no later than November 1.

**VII C5d.**

A Unit Member will advance to the next higher level on July 1, if all work has been completed and verified by June 15, of the preceding fiscal year. If units are completed subsequent to June 15, advancement will be made beginning Fall semester, provided that all of the above conditions have been met.

**VII C5e.**

A Unit Member may advance to the next higher level beginning of Spring semester if all work has been completed and verified by January 15 immediately previous.

**VII C5f.**

Proof of successful completion of all work subsequent to beginning of Fall semester must be submitted no later than January 15. A grade slip or signed statement from the university's instructor will be accepted in lieu of a transcript. However, transcripts must be submitted as soon as possible and, in no case, later than April 1.

**VII C6.**

The Human Resources Department shall provide each Unit Member by beginning of Fall semester of each year, or as near as possible, the current level and step placement and the salary. Upon written request, a statement of units on file shall be provided the Unit Member within five working days.

#### **VII D. COURSE APPROVAL**

A Unit Member may seek approval after course work is completed without penalty. However, when requests are made by Unit Members to the Salary Advancement Committee for past approval, a unanimous vote by the members of that committee shall be necessary for credit to be granted.

#### **VII E. Compensation**

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.

#### **VII F. Fringe Benefits**

The District shall pay 100% of the premium cost for single coverage of health, dental and life insurance on behalf of Unit Members who have single coverage for the term of this contract. The District shall provide the complete fringe benefits package to every unit member, regardless of marital status. That is, married unit members shall each be provided individual and complete fringe benefits packages. The District shall add to its fringe benefit contribution any Cost of Living Adjustment (COLA) it receives over the term of this contract.

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## **ARTICLE VIII: WORK LOAD**

It is the philosophy of the District and the Association, as professional educators, to consider all factors involved in determining work load in such a way as to allow flexibility while tending to cause all work loads to be equitable. Factors to be considered by each Unit Member and the

appropriate dean in establishing a "Standard Work Load" include number of hours taught or assigned, type of class taught, number of office hours, number of preparations, number of "extended day" assignments, the ratio of Weekly Student Contact Hours to Full Time Faculty Equivalent (WSCH/FTE), reduction of work load, extended campus assignment(s), district facilities management and other duties and responsibilities related to the Unit Member's specific assignment. Each Unit Member shall extend professional responsibility to serve on committees, attend general faculty meetings called by the Administration, attend instructional area meetings, support and promote the student activities program, participate in graduation ceremonies, and on non-teaching duty days assist with registration to the extent necessary and perform other related professional duties. In keeping with the preceding philosophy, the following general guidelines are herein established for the Unit Member and the appropriate dean to use in arriving at a "Standard Load." Should any Unit Member be unable to agree with the appropriate dean, Unit Member is free, without fear of any recrimination, to take the issue to the Superintendent/President and ultimately to the Board of Trustees.

## **VIII A. Terms and Definitions**

For purposes of this Article, the following terms and definitions shall be used to establish the Standard Work Load for a Unit Member:

### **VIII A1. Work Year**

The work year shall be no more than one hundred seventy six(176) days to fulfill the annual contractual requirements of a Unit Member. One hundred sixty-eight (168) days shall be designated as instruction days, seven (7) days shall be designated as FLEX days, and one (1) day shall be designated as an administrative day. Of the seven (7) FLEX days, three (3) days shall be collaboratively planned. Attendance for these three (3) days shall be mandatory for all unit members.

### **VIII A2. Work Week**

A work week shall be five (5) days a week, Monday, 8:00 a.m. through Friday, 4:30 p.m. inclusive, during a work year. Saturday and Sunday assignments may be made only with the consent of the Unit Member. It is understood that while each Unit

Member shall be expected to maintain a five-day work week assignment, his assignment may be reduced to less than or increased to more than a five-day work schedule by mutual consent between said Unit Member and the Management Supervisor.

### **VIII A3. Extended Day Time**

Extended day time is defined as any time prior to 8:00 a.m. and shall apply to any class that begins at 4:30 p.m. or later during a work year for which a Unit Member is assigned to discharge responsibilities under this Agreement.

### **VIII A4. Teaching Contact Hour**

A teaching contact hour shall be equivalent to fifty (50) clock minutes of classroom instruction or teaching time except as otherwise designated by law.

### **VIII A5. Non-Teaching Hour**

A non-teaching hour shall be equivalent to one (1) clock hour of assigned time during which non-classroom instructional responsibilities are discharged by a Unit Member.

### **VIII A6. Teaching Assignments**

#### **VIII A6a.**

A Lecture Class refers to any class defined as a "Lecture" class in the most current, published District college catalog or District Course Outline of Record file.

#### **VIII A6b.**

A non-lecture class refers to any class defined as a "Laboratory" class in the most current District college catalog or District Course Outline of Record file.

#### **VIII A6c.**

A Special Projects Class, Honors, or a Directed Study Class refers to any class defined as a "Special Project," "Honors" or "Directed Study" class in the most current District college catalog or District Course Outline of Record file. For special projects and honors courses, the instructor shall be paid \$50.00 per student, up to a maximum of \$250.00 per class. Those classes with only Honors students enrolled shall be considered part of the instructor's standard work load.

### **VIII A7. Non-Teaching Assignments**

A non-teaching assignment shall consist of non-teaching hours that do not relate to a specific teaching assignment.

#### **VIII A8. Weekly Student Contact Hours (WSCH)**

A Weekly Student Contact Hour shall be one hour of contact time per student enrolled in a class per week, per semester of a work year. The total number of weekly student contact hours (WSCH) for the institution is determined by the summation, over each class, of the total number of students enrolled in an assigned class multiplied by the number of teaching contact hours per week, per semester of a work year.

### **VIII A9. Full Time Equivalent**

Full-Time Equivalent (FTE) shall be the equivalent of one Unit Member who is assigned a Standard Work Load.

**VIII A10.** Weekly Student Contact Hours - to - Full Time Equivalent Ratio  
(WSCH/FTE)

Weekly student Contact Hours - to - Full Time Equivalent Ratio shall be the value derived by calculating the WSCH per Standard Teaching Work Load of a Unit

Member with a teaching assignment, for the first and second census of a semester, then arriving at the average for same.

### **VIII A11. Standard Work Load**

A standard work load shall be the entire assigned duties and responsibilities of a Unit Member whether teaching or non-teaching that represents a full work load.

### **VIII A12. Standard Teaching Work Load**

A standard teaching work load shall be the number of teaching contact hours a Unit Member shall be required to maintain per week, per semester during the work year.

### **VIII A13. Standard Non-Teaching Work Load**

A standard non-teaching work load shall be the number of clock hours a Unit Member is required to maintain per week, per semester for a non-teaching assignment.

### **VIII A14. Overload**

An overload assignment shall occur whenever a Unit Member accepts an assignment during a work year that involves providing to the District an additional service which is similar to that rendered by said Unit Member but beyond a standard work load as established for the semester in which the additional assignment is offered.

### **VIII A15. Extra Assignment**

An extra assignment shall occur whenever a Unit Member accepts an assignment as an addition to a standard work load of said Unit Member, that involves providing to the District a service which is not similar to that rendered by said Unit Member as established for the semester in which the extra assignment is offered.

## **VIII A16. Extended Campus Assignment**

An extended campus assignment is one which requires a Unit Member to perform his/her assignment at two or more geographical locations in any one day during a work year.

## **VIII A17. Reassigned Time**

The curriculum committee shall be allocated 40% reassigned time each semester.

## **VIII B. General Guidelines**

The standard work load as defined in this Article includes the scope of assigned teaching and non-teaching duties of a Unit Member, except wherein specifically established in this Article as not being a part of a Standard Work Load. Furthermore, nothing except in Paragraph VIII G (overload assignment) of this Article shall constrain a Unit Member from volunteering to perform additional service without compensation from the District.

## **VIII B1. Standard Teaching Work Load Schedule**

It is mutually understood that in establishing a standard teaching work load schedule, every effort shall be made to consider the following:

### **VIII B1a.**

The number of extended day assignments for each Unit Member shall be kept to the minimum.

### **VIII B1b.**

The teaching day for each Unit Member shall be no more than nine (9) consecutive hours from the beginning of the first assigned class through the end of the last assigned class.

### **VIII B1c.**

There shall be not less than twelve (12) consecutive hours of elapsed time between the end of the last assigned class on one day, and the beginning of the first assigned class on the following day.

**VIII B1d.**

A Unit Member's assigned schedule shall be limited to no more than forty (40) percent of a standard teaching load per day, or no more than eight (8) non-teaching hours per work day.

**VIII B1e.**

In developing a Unit Member's assignment schedule, the number of course preparations per semester shall be considered.

**VIII B1f.**

Effective September 1, 1988, Unit Members shall not be required to teach classes at sites ten (10) or more miles from the San Jacinto campus, unless specifically hired full-time for such an assignment. Unit Members may voluntarily accept assignments off-campus as they see fit. It is further mutually understood that departures from these guidelines may be necessary to complete the Standard Work Load of a Unit Member and may be implemented only after a reasonable effort has been made by the Unit Member and the appropriate dean to conform to the guidelines, or in the event that the Unit Member has agreed in writing to an exception.

**VIII B2. Standard Teaching Work Load Assignments**

A standard teaching workload shall be equivalent to 15 lecture contact hours. The ratio of lecture to non-lecture contact hours shall be 15 lecture hours to 20 non-lecture hours.

The teaching load for a unit member shall be the contact lecture hours taught plus any non-lecture contact hours multiplied by 15/20.

### **VIII B2a.**

A deviation of a plus (+) or minus (-) factor of one (1) teaching contact hour per week is provided to enable flexibility in establishing a Unit Member's Standard Work Load. This section applies to a work load that includes at least one course, duty or responsibility whose equivalent unit value exceeds the 3 lecture-unit standard. If any combination of standard work load responsibilities and duties comprise the equivalent of a standard teaching work load, any additional duties or responsibilities beyond a standard work load shall constitute an overload.

### **VIII B2b.**

In exceptional cases, the Management Supervisor may, where it is necessary and upon consultation with a Unit Member, use a plus (+) or minus (-) factor of two (2) teaching contact hours to establish a Standard Teaching Work Load.

### **VIII B2c.**

It is mutually understood that during any one semester covered in this agreement, the exercise of Paragraph VIII B2a and/or Paragraph VIII B2b, may result in a teaching work load in excess of or below a Standard Teaching Work Load as established in Paragraph

#### **VIII B2c(1)**

When excess teaching contact hours accrue to a Unit Member and reaches equivalency of a class he/she would reasonably expect as an assignment, the Unit Member shall be granted upon request, a reduced teaching load assignment for the semester following the one in which the equivalency is reached. Such a reduction shall not exceed four (4) teaching contact hours per week. If the Unit Member does not make this request, he/she shall forfeit any benefits under this provision.

### **VIII B2c(2).**

When an underload of teaching contact hours accrue to a Unit Member and reaches equivalency of a class he/she would reasonably expect as an assignment, the District may assign the Unit Member an increased teaching load assignment for the semester following the one in which the equivalency is reached. Such an increase shall not exceed four (4) teaching contact hours per week. If the District does not make this assignment, it shall forfeit any benefits under this provision.

### **VIII B3. Review of Work Load**

Upon request to the District, the Association may review the work load of any Unit Member and recommend adjustments to the District.

### **VIII B4. Standard Non-Teaching Load**

The number of assigned non-teaching hours for non-teaching assignments shall be established as follows:

#### **VIII B4a. Counselors and Coordinators**

The hours of employment for counselors and coordinators shall be thirty-five (35) hours per week. The scheduled work week shall be prepared by the counselor in consultation with the immediate supervisor and approved by the District.

#### **VIII B4b. Librarians**

Librarians shall be assigned to thirty-five (35) clock hours per week, per semester, in a work year.

#### **VIII B4c. Other Non-Teaching Assignments**

Other non-teaching assignments shall be based on a forty (40) clock hour work week, per semester, in a work year.

### **VIII B5. Combination of Assignments**

The standard work load for a Unit Member whose assignment consists of a combination of teaching assignments or a combination of non-teaching assignments, or a combination of non-teaching and teaching assignments, shall be established on a pro rata basis consistent with provisions in this Article.

### **VIII B6. Office Hours**

A Unit Member who has a teaching assignment shall, as part of a Standard Work Load, be available on campus for students at least five (5) clock hours per week. Furthermore, the following provisions shall apply:

#### **VIII B6a.**

Each Unit Member shall post an up-to-date schedule card of office hours on, or adjacent to Unit Member's office door, or on classroom door, or in a place convenient for students to see.

#### **VIII B6b.**

Each Unit Member shall schedule office hours so as to be convenient to both the needs and schedules of his students, as well as the teaching schedule of the Unit Member.

#### **VIII B6c.**

Each Unit Member shall retain the right to reschedule office hours as necessary in conformance with paragraphs VIII B6a and VIII B6b.

#### **VIII B6d.**

Each Unit Member shall provide information regarding schedule or rescheduled office hours to the Office of Instruction.

## VIII C. General Provisions

### VIII C1.

Each Unit Member shall meet with classes as assigned unless an alternate plan is approved by the appropriate supervisor as far in advance as possible.

### VIII C2.

Each unit member shall serve on at least one (1) committee each year. No Unit Member shall be required to serve on more than one (1) major committee or task force as assigned by the Academic Senate or the Superintendent/President.

### VIII C3.

Each Unit Member, as a condition of employment, shall be present at all college commencement exercises unless permitted otherwise by the Office of Superintendent/President or his designee.

### VIII C4.

Workload forms shall be made available by the District and shall be completed jointly by each Unit Member and approved by the management supervisor for each semester. Such forms shall include all instructional and non-instructional hours, and any other assigned duties. Where the Unit Member voluntarily selects an option, signature on the work load form shall constitute the Unit Member's consent to do so without extra credit or compensation.

## VIII D. Adjustment to Standard Work Load

### VIII D1. Assigned Time.

Should a Unit Member have overload duties and responsibilities associated with assignments such as directing a performance group, an intercollegiate athletic team, a recurrent college publication, student activities, or a part-time coordinator, then

that Unit Member shall be credited with additional hours which are commensurate with the assignment. Up to a maximum of fifty percent (50%) of a "standard load," as determined by the appropriate dean, shall be credited to the load assignment of said Unit Member unless the Unit Member's job description states otherwise. Such credit shall be granted in the semester in which the activity is assigned unless it is not possible or practical to do so, in which case adjustments in load shall be made within the next semester.

#### **VIII D2. WSCH/FTE Ratio**

##### **VIII D2a.**

A Unit Member's WSCH/FTE ratios shall be examined with consideration given for limitations due to law, facilities, equipment, supplies, scheduling difficulties, or other limitations beyond the Unit Member's control.

##### **VIII D2b.**

A Unit Member may be required to assume an additional assignment as part of a Standard Work Load within the next two (2) semesters following the semester in which his/her WSCH/FTE ratio is established to be less than seventy percent (70%) of the average WSCH/FTE ratio of the institution.

##### **VIII D2c.**

The WSCH/FTE ratio shall be established by calculating the average of the WSCH/FTE over the first and second census period of a semester.

**VIII D2d.**

Any teaching assignment arising from Paragraph VIII D2 shall not exceed three (3) lecture hours or five (5) non-lecture weekly contact hours or any equivalent combination thereof.

**VIII D2e.**

Paragraph VIII D2b shall not exceed the prorated non-teaching portion of a standard work load assignment involving a combination of teaching and non-teaching assignments.

**VIII D2f.**

The affected faculty in the instructional area shall be consulted before changes in a Unit Member's work load are implemented.

**VIII D3. Incomplete Teaching Work Load**

A Unit Member shall (when in any one semester, for any other reason except as provided for elsewhere in this Article, does not have a Standard Teaching Work Load):

**VIII D3a.**

Accept an additional teaching assignment during the semester following, equivalent to the reduced teaching work load; or

**VIII D3b.**

Accept a non-teaching assignment during the semester of occurrence or that which immediately follows as mutually determined by the Unit Member and the appropriate dean, provided such assignment shall be equivalent to the reduced teaching load and appropriate and meaningful to the instructional program or for the good of the college. The Superintendent/President shall

determine the assignment in the event agreement cannot be reached between the Unit Member and the appropriate dean as to the assignment which is intended to remedy the incomplete teaching work load.

#### VIII E. Teaching Work Load Credit System

A Unit Member may elect to accept an additional teaching assignment, above the Standard Teaching Work Load to be credited for future use as provided below. Such credit may be accumulated to a maximum of forty (40) percent of a Standard Teaching Work Load at any one time. Such credit may be used for:

##### **VIII E1.**

A reduced load in a subsequent semester, not to exceed twenty (20) percent of a standard teaching work load in any given semester, or

##### **VIII E2.**

Work load credit when a class does not meet enrollment requirements and is canceled, not to exceed twenty (20) percent of a Standard Teaching Work Load in any given semester. Such credit may be used only for reasons stated above and may not be converted to any other form of compensation if not used. Such credit must be used within the two (2) semesters immediately following the one in which the credit was earned.

#### VIII F. Extra Assignment

A Unit Member may elect to accept a District offer for an extra assignment at any rate of compensation which is determined between the District and the Unit Member, provided the extra assignment is in no way construed to be an assignment within the Standard Work Load of the Unit Member.

#### VIII G. Overload Assignment

A Unit Member may elect to accept a District offer for an overload assignment provided the assignment does not exceed five semester units. When an assignment exceeds five semester units, it may not be offered on a continuous basis without the approval of the Superintendent/President or his or her designee. The rate of compensation for overload assignment(s) shall be \$45.38 per lecture hour and \$40.25 per laboratory hour.

## **VIII H. Semester Off-Load Banking**

### **VIII H1.**

Unit Members shall accumulate the equivalent of six classes or 1.2 FTE load taught in conformance with their individual contract in order to qualify for a semester off. Librarians shall bank credit utilizing a conversion factor of 35 hours to every 5 days. Counselors shall bank credit utilizing a conversion factor of 35 hours to every 5 days. These units must be accumulated after the individual contract has been approved.

### **VIII H2.**

The number of Unit Members participating in the load banking leave policy shall be at the sole discretion of the District.

### **VIII H3.**

At the beginning of each fall semester, the District shall provide the Association with a list of faculty members ineligible to participate in the load banking lottery program because their participation would be disruptive to the educational process.

- A. An effort to include as many faculty as possible shall be made. Any Unit Member denied eligibility shall be given a written justification for the denial.
- B. The District shall work with the denied Unit Member in order to attempt to allow participation at a later date.

### **VIII H4.**

Unit Members interested in participating shall apply on a District application form not later than the second week of fall semester for load banking to begin during the spring semester and not later than the second week of spring semester for load banking to begin the following fall semester.

**VIII H5.**

Summer session courses may be used for load banking.

**VIII H6.**

Unit Members completing an application and eligible to participate in the program shall be advanced to an eligibility pool.

**VIII H7.**

A representative of the Association shall, at an open meeting, draw by lottery, the names of Unit Members who shall be permitted to accumulate units toward a semester load bank leave, plus two alternates.

**VIII H8.**

The eligibility pool participants who were not selected, shall be carried forward to the next selection cycle and added to any new eligibility pool participants for the next drawing as outlined in VIII H6 above.

**VIII H9.**

No more than two Unit Members may take credit bank leaves in a given semester.

**VIII H10.**

No more than one Unit Member of a discipline or single department may take a credit bank leave in a given semester.

**VIII H11.**

Use of banked leave shall not have a negative effect on a Unit Members eligibility for sabbatical leave.

**VIII H12.**

A Unit Member shall notify his/her immediate supervisor of his/her intention to utilize banked leave no later than the first day of the fall semester for a leave commencing the subsequent spring or the first day of spring semester for a leave commencing the subsequent fall semester.

**VIII H13.**

Every effort shall be made to accommodate a Unit Member's request to utilize a banked leave; however, it is recognized that a leave may be postponed under circumstances in which the absence of the Unit Member would jeopardize the educational program. Postponement of banked leave under this section by the administration shall be in writing and shall not be arbitrary or capricious.

**VIII H14.**

When two or more Unit Members from the same department or area apply to use banked leave and both /all cannot be accommodated, those Unit Members who have not previously taken banked leave shall have priority in order of seniority.

**VIII H15.**

Once a faculty member has elected how an overload class shall be categorized, it cannot be changed in any way without mutual consent of both parties.

**VIII H16.**

Semester off load banking only applies to overloads earned after the approval date of this contract.

## **VIII I. Summer Intersession Teaching Assignment**

### **VIII I1.**

Summer intersession teaching assignments shall be determined in accordance with the following selection criteria in order of priority:

#### **VIII I1a.**

Membership in the Unit as defined in Article I of this agreement.

#### **VIII I1b.**

Possession of or established equivalency for appropriate teaching qualifications in the applicable field of instruction at the time of assignment.

#### **VIII I1c.**

Recency of formal preparation or other evidence of currency in the field of instruction (i.e., continued formal professional development efforts), as determined through the equivalency process.

#### **VIII I1d.**

Recent experience teaching in the discipline of instruction; specific course experience is preferred.

#### **VIII I1e. Seniority**

An occasional exception is permissible to encourage an outstanding nationally/internationally acclaimed individual to teach a single class in his/her field of expertise.

### **VIII I2.**

Summer intersession teaching assignments, whenever possible, shall be determined for general publication no later than three (3) weeks prior to the start of the intersession(s).

Summer session pay shall be \$45.38 per lecture hour and \$40.25 per lab hour. This pay rate will commence Summer Session 2001 and remain in effect through Summer Session 2003. (see appendix B).

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## **ARTICLE IX: ASSIGNMENT**

District management shall make preliminary assignments within the college for the ensuing semester or session as soon as administratively practical. Such assignment shall include but not be limited to courses to be taught and other responsibilities. Nothing in the preliminary assignment shall be construed as limiting the right of District management from asking any changes in such assignments or programs.

### **IX A. Class Size Maximum**

#### **IX A1.**

The appropriate dean in consultation with the departmental chairperson will be responsible for determining needs for maximum class sizes, except in classes for which size is determined by an authorized outside agency. In determining needs for maximum class size, the following shall be considered:

#### **IX A1a.**

History of and estimates of student demand.

#### **IX A1b.**

History of drop rate and no-show rate in the Unit Member's courses.

Availability of appropriate facilities.

**IX A1d.**

Student work load factor.

**IX A1e.**

Instructional format and differences in course objectives.

**IX A1f.**

Legal limits regarding space requirements/person for the facility being used.

**IX A1g.**

Quality of instruction.

**IX A2. Procedures**

**IX A2a. For Existing Classes**

Existing class maximum (as found in the college class maximum file) shall prevail for the term of this contract unless a review is requested by the Unit Member. In the latter case, the class maximum will be determined through the same procedures as for a new course offering.

**IX A2b. For New Courses**

**IX A2b(1).**

All new course proposals shall go through established instructional areas. Instructional areas shall identify specific class size maximums for each course proposal and forward their recommendations to the Curriculum Committee for review and approval.

**IX A2b(2).**

Once approved by the Curriculum Committee, the class maximum shall remain in effect unless re-addressed by the instructional area or the Office of Instruction.

**IX A2b(3).**

Should the Curriculum Committee and the instructional area fail to come to an agreement on any class size maximum, the matter shall be referred to the Superintendent/President. The Superintendent/President, upon consultation with the department chairperson and appropriate dean shall determine the class size maximum for the class size in dispute.

**IX A2b(4)**

Major revisions in course format objectives that require change in existing class size maximums shall be taken through the same procedure as for a new course proposal.

**IX A3. Class maximums**

Once class maximums have been established, the vice-president of student services, assisted by the vice-president of instruction shall devise an enrollment procedure which will insure, insofar as possible, that as of the beginning of the second week of instruction, enrollments shall not exceed class size maximums, except:

**IX A3a.**

Class size maximum may be exceeded by twenty (20) percent with the written consent of the Unit Member,

**IX A3b.**

Class size maximum may be exceeded to accommodate students who need a particular course for graduation.

**IX A4.**

Regardless of whether or not class maximums have been reached by the end of the late regular registration period, the Unit Member's written consent shall be required to admit students into class.

**IX A5.**

It shall be the responsibility of the appropriate dean to post a new printout of established class size maximums at least one (1) day previous to the beginning of registration. It shall be the responsibility of each Unit Member to check the posted printout previous to registration to insure that no clerical errors have been made.

**IX A6.**

Established class size maximums may be reviewed and changed periodically following established procedures stated in this section.

**IX B. Determining Class Types**

**IX B1. Procedure for Existing Courses**

Existing class types (as based on the State mandated course activities measures file) shall prevail unless a review is requested by the Unit Member or Instruction Office through established procedures. In the latter case, the class type will be determined through the same procedures as for a new course offering.

**IX B2. Procedure for New Course Proposal**

The same procedure shall be used for determining the ranking of a course into a class type as is outlined for determining class size maximums. The new course

proposal form shall provide a space for class type recommendation by the instructional area to the ~~Instructional Services~~ Curriculum Committee.

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## **ARTICLE X: EVALUATIONS**

### **Definitions:**

**Contract faculty:** faculty that are untenured, probationary.

**Regular faculty:** faculty that are permanent tenured faculty.

### **X A. First and Second Year Faculty**

Contract faculty will be evaluated during the first and second years of service. At minimum, such evaluation will include peer evaluation and administrative evaluation of the functions performed by the faculty member. In addition, student evaluation shall be included to the extent practical.

#### **X A1.**

In the first term of the year of service, the chief instruction officer or chief student services officer (as appropriate) or a designee will first convene a meeting to orient the faculty member to the evaluation process. Following the orientation, a team consisting of the faculty member being evaluated, faculty division director (and/or other appropriate faculty member), and supervising administrator will meet to establish time lines and specific means of evaluation. Other members may be added to the team by mutual consent.

#### **X A2.**

Upon completion of the evaluation activities, the team will meet in a review conference to delineate the strengths and weaknesses of the faculty member being evaluated. A written report will be developed based on this conference, including

any recommendations for improvement or follow-up. This report, bearing the signature of each team member and a recommendation to retain or dismiss the faculty member, will become part of the faculty member's personnel record. Evaluation activities shall be completed during the semester of service in which the team is convened.

### **X A3.**

Any needed follow-up activities identified in the team evaluation above will be the subject of further review by the team. Any final recommendations or observations shall be filed in a written report bearing the signatures of the team members, which shall become part of the faculty member's personnel record.

### **X B. Third Year Faculty**

Evaluation during the third year shall occur at the request of either the supervisor or the faculty member. The methods used shall be those determined to be mutually acceptable. If agreement on the evaluation method cannot be reached between the faculty member and the supervising administrator, the Academic Senate shall serve as arbitrator. Should the Academic Senate fail to arbitrate an agreement, the Superintendent/President shall determine the method to be used.

### **X C. Fourth Year Faculty**

Time lines and provisions for fourth-year evaluation shall be those identified for first- and second-year contract faculty. Methods used shall include peer and administrative evaluation, with student and self evaluation used to the extent practical.

### **X D. Regular Faculty**

Utilizing the methods and procedure identified for first-, second, and fourth-year contract faculty, excepting the recommendation for retention/dismissal, regular faculty shall be evaluated once every three years.

**X D1.**

Such evaluation shall occur only in a regularly scheduled semester of college operation.

**X D2.**

Evaluation of regular faculty shall occur with greater frequency at the request of the faculty member or supervising administrator.

**X D3.**

Upon the request of either the faculty member or supervising administrator, any team member may be replaced by an alternate member mutually acceptable to the Academic Senate and the Superintendent/President.

**X D4. Evaluation Time Lines**

Full-time - first year: first semester of service (complete by end of semester).

Full-time - second year: third semester of service (complete by end of semester).

Full-time - third year: fifth semester of service optional, either term (complete by end of semester).

Full-time - fourth year: seventh semester of service, (complete by end of semester).

**X E. Tenure**

When recommended, tenure shall be granted no later than the completion of the eighth semester of service.

**X F.**

With respect to Article X, the grievance procedure shall be used solely for the purpose of challenging alleged violation of specific provisions of this contract relating to evaluation procedures and not the substance upon which the Unit Member is evaluated.

**X G.**

For both contract and regular faculty, the District will rate the following items as satisfactory or unsatisfactory:

1. Committee Work
2. Timely submission of grades.
3. Accurate and timely accounting of student attendance in order to maximize the number of FTES for which the District is paid.

Any unsatisfactory rating will have a written explanation and a suggestion for improvement.

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## **ARTICLE XI: LEAVE PROVISIONS**

**XI A.**

The benefits which are expressly provided by this section, Article XI, and Article XII, are the sole benefits and only leave provision benefits provided by the Education Code which are part of this agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either explicitly or implicitly, into this agreement, nor are such other benefits subject to the Grievance Procedure, Article V.

**XI B. Personal Illness and Injury Leave**

**XI B1.**

Unit Members shall be entitled to ten (10) day's leave with full pay each school year for purposes of personal illness or injury.

**XI B2.**

After all earned leave (as set forth in XI B1 above) is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) months, provided that the provisions of XI B4 below are met. The amount of pay deducted for leave purposes from the Unit Member's salary shall be: 1) the amount actually paid a substitute employee employed to fill the position during the leave, or, 2) if no substitute is employed, an amount which would be equal to fifteen (15) hours per week employment at the lowest substitute rate of pay in effect. However, the Unit Member on leave shall, for the duration of this period, be compensated by the District at the rate not less than sixty percent (60%) of his/her salary rate applicable during said period. The five (5) month period shall begin on the day of absence following exhaustion of all accumulated leave.

**XI B3.**

If a Unit Member does not utilize the full amount of leave as authorized in Paragraph XI B1 above in any school year, the amount not utilized shall be accumulated from year to year.

**XI B4.**

Upon request by the appropriate dean, a Unit Member shall be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work. The District may require the Unit Member to visit a medical doctor chosen by the District and make all necessary inquiries in order to be fully informed as to the nature and severity of the illness or injury, and to report such findings to the Superintendent/President or designee. If the report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently

severe to warrant continued absence, then the Superintendent/President or designee, after notice to the Unit Member, may refuse to grant such leave.

**XI B5.**

Whenever possible, a Unit Member must contact the appropriate dean as soon as the need to be absent is known. Failure to provide reasonable notice shall be grounds for denial of leave with pay or other disciplinary action.

**XI B6.**

A Unit Member who obtains and utilizes approved leave shall do so by utilizing sick leave at the rate of one (1) hour sick leave per one (1) hour approved leave.

**XI B7.**

A Unit Member shall not be allowed to return to work and shall be placed on leave without pay if the Unit Member fails to notify the District of intent to return to work at least two (2) hours prior to the close of the preceding work day if such failure results in a substitute being secured.

**XI C. Personal Necessity Leave**

**XI C1.**

Leave which is credited under XI.A of this Article may be used, at the Unit Member's election, for purposes of personal necessity, provided that use of such personal leave does not exceed eight (8) days in any school year.

**XI C2.**

Unit Members may request personal necessity leave without stating a reason for the requested leave.

Personal necessity leave shall not be used for job interviews with another employer, travel to another employment location, other employment requirements or recreational activities. These shall be considered prohibited uses of personal necessity leave.

Any Unit Member who uses personal necessity for a prohibited activity as stated above shall be subject to appropriate disciplinary action(s) as determined by the District.

#### **XI D. Bereavement Leave**

##### **XI D1.**

A Unit Member shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if out-of-state or if 500 miles of one way travel is required, without loss of salary on account of the death of any member of his/her immediate family.

##### **XI D2.**

For purposes of this provision, a member of the immediate family shall be limited to mother, father, grandmother, grandfather, or a grandchild of the Unit Member, or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the Unit Member, or any relative living in the immediate household of the Unit Member, or another person designated by the Superintendent/President.

#### **XI E. Leave for Pregnancy Disability**

##### **XI E1.**

A Unit Member is entitled to use sick leave as set forth in Paragraph XI B1 and XI B2 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leave of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the Unit Member and the Unit Member's physician; however, the District management may require a verification of the extent of the disability through a physical examination of the Unit Member by a physician appointed by the District.

**XI E2.**

A Unit Member is entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in XI B1 and XI B2 has been exhausted. The date on which the Unit Member shall resume duties shall be determined by the Unit Member on leave and the Unit Member's physician; however, the District management may require a verification of the extent of disability through a physical examination of the Unit Member by a physician appointed by the District.

**XI F. Industrial Accident Leave**

**XI F1.**

A Unit Member will be entitled to industrial accident leave according to the provisions in Education Code Section 87787 for personal injury which has qualified for worker's compensation under the provisions of the District self-insured program for employees.

**XI F2.**

Such leave shall not exceed sixty (60) days during which the college is required to be in session or when the Unit Member would otherwise have been performing work for the District in any one (1) fiscal year for the same industrial accident.

**XI F3.**

The District has the right to have the Unit Member examined by a physician designated by the District to assist in determining the length of time during which the Unit Member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

**XI F4.**

For any days of absence from duty as result of the same industrial accident, the Unit Member shall endorse to the District any wage loss benefit check from the District self-insured program for employees which would make the total compensation from both sources exceed one hundred (100) percent of the amount the Unit Member would have received as salary had there been no industrial accident or illness. If the Unit Member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the Unit Member's salary warrant the amount of such disability indemnity actually paid to and retained by the Unit Member.

**XI G. Judicial Leave**

**XI G1.**

A Unit Member shall be provided judicial leave for appearance other than that as a litigant or for reasons not brought about through the connivance or misconduct of the employee.

**XI G2.**

The Unit Member, while serving jury duty, will receive full pay and any amount received as jury duty pay shall be given to the District.

#### XI H. Leave Without Pay

When an absence or leave does not fall within the definition of any other leave provision, it shall be considered a request for leave without pay.

#### XI I. Health Leave

##### **XI I1.**

The District shall grant a Unit Member, upon request, an unpaid leave for health reasons for two (2) semesters in addition to any other sick leave provided for in this article subject to the following conditions:

##### **XI I1a.**

A written statement by the Unit Member's physician, or a District appointed physician at the District's option, to the effect that the Unit Member is entitled to such a leave shall be furnished by the Unit Member at the District's request.

##### **XI I1b.**

A Unit Member is temporarily unable to perform services because of illness, accident, or quarantine when other illness or accident benefits have been used.

##### **XI I1c.**

A Unit Member must have tenure in order to be eligible for such leave.

##### **XI I1d.**

The District may require a physician's statement, or a District appointed physician at the District's option, stating that the Unit Member is capable of

returning to service before the District grants permission for the Unit Member to return to work.

#### **XI J. Catastrophic Leave**

The District shall offer a catastrophic leave program for Unit Members. The District shall have the authority and responsibility to adopt the rules, regulations and guidelines necessary to implement the program in conformance with AB2007.

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## **ARTICLE XII: PROFESSIONAL DEVELOPMENT LEAVES**

### **XII A. Definition**

"Professional Development Leave" shall be any leave granted which leads to the improvement of the professional skills of the Unit Member as those skills relate to his assigned area of service or to the improvement of the professional standards of the institution. Such leaves may be of short term or long term duration as defined in the provisions of this Article.

### **XII B. Short Term Professional Development Leave**

#### **XII B1.**

Short term professional development leaves shall include, but not be limited to, approved attendance at conferences, workshops, experimental or research projects, retreats, seminars and travel to on-site locations, clinics, in-service training programs, competency based programs, short courses, and short work experiences.

#### **XII B2.**

The Salary Advancement Committee shall be responsible for establishing a policy to assess needs, determine budgetary flexibility and administer such a program. The

committee shall be comprised equally of instructors and district management representatives.

**XII B3.**

The District shall consider the recommendations of the committee responsible for implementing Paragraph XII B2 when establishing the level of appropriations for financing the short term Professional Development Leave Program.

**XII C. Long Term Professional Development Leave with Remuneration, (hereinafter called a "sabbatical" leave)**

**XII C1.**

A sabbatical leave with remuneration shall be granted to a Unit Member according to the following terms and conditions.

**XII C1a.**

Types of programs for which sabbatical leaves are granted may include, but are not limited to:

**XII C1a(1).**

Formal study.

**XII C1a(2).**

Independent study.

**XII C1a(3).**

Fellowships or scholarships.

**XII C1a(4).**

Work experience.

Unit Members who are granted sabbatical leave for the purpose of acquiring work experience must report their earnings each month. The amount to be paid by the District plus the amount earned through paid employment shall not exceed the total amount of what the individual's salary would have been had that person been teaching full-time, including cost of retirement contributions and fringe benefits. If earnings from employment do exceed these combined costs, the District shall reduce its payments accordingly.

**XII C1a(5).**

Travel, and

**XII C1a(6).**

Preparation of educational or instructional materials.

**XII C1b. Eligibility**

**XII C1b(1).**

In order for a Unit Member to be eligible to accumulate years toward a sabbatical leave with remuneration, the Unit Member must be a full time contract faculty (Article X).

**XII C1b(2).**

A Unit Member must have rendered service in the District in a position or positions requiring academic qualifications for at least seven (7) years (or its equivalent) preceding the beginning of the leave. In addition, all other terms and conditions contained in this article must have been met.

**XII C1c.**

The compensation schedule for a Unit Member on sabbatical shall be determined on the basis of the following:

**XII C1c(1).**

At the completion of 7 years of service, exclusive of summer employment, the Unit Member is eligible to apply for a sabbatical at the following rate of compensation:

7 years 50%

8 years 66.667%

9 years 83.333%

10 years 100%

**XII C1c(2).**

The rate of compensation for a Unit Member who is granted a sabbatical leave shall be the percentage of this monthly salary existing during the time of the leave, prorated for the duration of said sabbatical leave.

**XII C1c(3).**

In the event a Unit Member who has more than 10 years of service when granted a sabbatical, the rate of compensation cannot exceed full compensation. However, any service earned beyond that necessary to receive full compensation may be applied to any future sabbatical leave.

**XII C1d.**

**XII C1d(1).**

The number of sabbaticals per year shall not exceed 10% of the full time Unit Members, rounded down.

**XII C1d(2).**

The standard shall be a one (1) semester sabbatical leave. However, if the advantages for a year's sabbatical leave can be established to be sufficiently compelling to the Association and the District; and qualified substitution for the instruction can be arranged; and there are no undue disadvantages for other Unit Members as determined by the Association; and there is no other disruption in the delivery of instructional services as determined by the District, a Unit Member may apply for a sabbatical leave of one year at one-half (1/2) of the salary which would have been received for a one (1) semester sabbatical.

**XII C1d(3).**

The District shall annually appropriate funds to finance the programs outlined in Article XII, Long Term Professional Development Leave With Remuneration, and Article XII E, Retraining Leaves With Remuneration.

**XII C1d(4).**

The criteria and priority for granting sabbaticals shall be determined by the Association, and with the concurrence of the District, will be administered by the Salary Advancement Committee.

**XII C1d(5).**

Any Unit Member who has been recommended by the Salary Advancement Committee shall be granted a sabbatical if he\she meets all

the conditions of this article and the approved policy established pursuant to Paragraph XII C and provided that qualified substitutes, as determined by the District, are available.

**XII C1d(6).**

Where the number of requests exceeds the limit allowed per semester, the Salary Advancement Committee shall determine which Unit Members shall receive leaves based on the policy established by the Association as indicated in paragraph XII C1D(5) above.

**XII C1d(7).**

Unit Member must file application for sabbatical leave with both the Salary Advancement Committee and the Human Resources Department no later than February 1, for either semester of the following school year, or no later than October 15 for the Spring Semester (if slots remain available at that time). Applications submitted prior to the deadline date will not be a priority factor. The committee determining eligibility shall establish a reasonable time period in which to work with a Unit Member who has applied for a sabbatical but whose proposed programs ~~do~~ does not meet sabbatical standards.

**XII C1d(8).**

Sabbatical leaves granted under this agreement will not be affected by successive agreements.

**XII C1d(9).**

Absence due to sabbatical leave shall count as a regular period of service and shall not interrupt a Unit Member's progress on the salary schedule.

**XII C1d(10).**

A Unit Member granted a sabbatical leave shall be entitled to all current District fringe benefits, plus retirement contributions on the amount of salary actually received by the Unit Member.

**XII C1d(11).**

Upon return from a sabbatical leave with remuneration, the Unit Member shall be required to render service to the District twice the length of time granted to the Unit Member for the leave unless the District agrees otherwise.

**XII C1d(12).**

Compensation shall be paid the Unit Member on leave in the same manner as if the employee were teaching in the District. The Unit Member must sign an affidavit before receiving such compensation agreeing to return to service in the District for the required length of time following his return from the leave (unless otherwise provided for), or to return that portion of compensation for the leave for which service was not rendered.

**XII D. Long Term Professional Development Leave Without Remuneration**

The District may grant a Unit Member an unpaid leave of absence of up to one (1) year for professional development which shall include, but not be limited to, additional schooling and/or training, participation in faculty exchange programs, involvement in research efforts and acceptance of assignments to other higher education institutions, agencies, corporations, foundations, or government.

**XII D1.**

Procedures and criteria for applying for and awarding such leaves shall be developed and applied by the Salary Advancement Committee and recommended to the Superintendent/President.

## **XII D2.**

A Unit Member on unpaid long-term professional development leave shall not retain salary and fringe benefit rights while on leave, nor shall the accumulated time on leave be considered towards salary advancement.

## **XII D3.**

At the expiration of unpaid long-term professional development leave, the Unit Member shall be reinstated, unless Unit Member otherwise agrees, in the position and salary level/step which was held at the time of granting the leave.

## **XII E. Retraining Leaves With Remuneration**

It shall be the philosophy of the District to initiate retraining program(s) to provide opportunities for Unit Members to learn new teaching skills in accordance with current needs of the District, or anticipated needs of the District, in an effort to maintain continued employment within the District for all Unit Members. It is also hoped that should the need for such retraining programs be necessary, that the Unit Members and District will work together cooperatively to ensure that such needs are met with the least inconvenience and duress to all parties concerned. As such, the following guidelines are established with the intention of review and evaluation in the event that such reassignments become necessary.

### **XII E1.**

Any Unit Member subject to reassignment not of the Unit Member's initiated request shall have the right to be heard by association representatives, and to be represented during discussions with the District regarding such reassignments.

### **XII E2.**

The District shall inform any Unit Member in writing, as far in advance as possible, of the need for the Unit Member to receive retraining in order to maintain future employment. Included in the information will be an indication that no full-time

position for which he is qualified and competent exists or is projected to exist according to the Mt. San Jacinto College Education Plan.

**XII E3.**

Any Unit Member informed by the District of the need to be reassigned to a position for which he/she is not fully qualified shall be eligible for a "retraining leave," either full-time or with a reduced load at pro rata pay as worked out with the Instructional Services Committee, or other appropriate committee.

**XII E4.**

The District and Unit Member shall jointly, in writing, inform the appropriate vice president of the Unit Member's desire for a "retraining leave." If the application meets the same deadlines as for sabbatical leave, the Unit Member shall be considered on identical criteria as for sabbatical leave except:

**XII E4a.**

Minimum eligibility is at five (5) years, with salary beginning at 5/10 for the fifth, sixth, and seventh year.

**XII E4b.**

Any "retraining leave" request shall have the priority over a sabbatical leave. Should the District not inform the committee by the deadline, it shall provide the Unit Member employment without decrease in salary or benefits until the next slot is available, or increase the budget allotment proportionately to allow for the additional leave. A retraining leave shall in no way affect a Unit Member's eligibility for sabbatical leave.

**XII E5.**

Seniority shall not be the only factor used by the District for determining reassignments.

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### **ARTICLE XIII: REDUCTION IN FORCE**

#### **XIII A.**

At least sixty (60) days before the District mails out any notice recommending the possible non-renewal of any Unit Member's contract because of program reduction in area(s) in which the Unit Member is qualified to render services, the District shall meet and confer with the Association with respect to the nature and impact on the Unit Member(s) of such anticipated layoffs.

#### **XIII B.**

The District shall provide each Unit Member with the opportunity to expand the number and kinds of services which Unit Member(s) may be qualified and competent to render in order to prevent Unit Members' layoff due to program reduction in the area for which Unit Member is qualified to render services.

#### **XIII C.**

Any Unit Member who has been laid off shall retain statutory preferential recall rights for thirty-nine (39) months unless Unit Member otherwise agrees in writing. The District shall mail to such Unit Member at his/her last updated address a list of existing and anticipated vacancies for academic personnel. The District shall not fill any such vacancy until:

#### **XIII C1.**

Notice of such vacancy or anticipated vacancy has been mailed to each Unit Member who enjoys recall rights, and

**XIII C2.**

Such Unit Member has been given a reasonable opportunity to apply for such vacancy or anticipated vacancy.

**XIII D.**

The District shall provide the Association copies of all written recommendations and notices of anticipated layoff(s) at the same time that such materials are mailed to the affected Unit Members. The Human Resources Department shall also provide the Association with a list of existing and anticipated academic vacancies and also with a list of the Unit Members who continue to enjoy statutory preferential recall rights.

**XIII E.**

If rehired by the District while still under preferential recall rights, a Unit Member shall return to the same position on the salary schedule as previous to the layoff, shall regain all other benefits, and shall be permitted to apply all eligible units earned during his/her layoff to salary advancement provided any salary advance shall not exceed the limit elsewhere specified.

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## **ARTICLE XIV: PERSONNEL RECORD CONTENTS AND INSPECTION**

**XIV A.**

Materials in personnel records on a Unit Member which may serve as a basis for affecting the status of employment are to be made available for the inspection of the person involved.

**XIV B.**

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

**XIV C.**

Every Unit Member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District, and provided that a Human Resources staff member is available and present during the inspection.

**XIV D.**

Information of a derogatory nature, except material mentioned in Paragraph XIV B, shall not be entered or filed unless and until the Unit Member is given notice and an opportunity to review and comment thereon. A Unit Member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the Unit Member shall be released from duty for this purpose without salary reduction.

**XIV E.**

In the event of a grievance in which a Unit Member is being represented by the Association, the Association representative shall be permitted access to the Unit Member's file, under the above restrictions, with the Unit Member's written approval.

**XIV F.**

Records of allegations which have been found to be false shall be removed from the Unit Member's personnel file and destroyed whenever the law allows.

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# **ARTICLE XV: RETIREMENT AND REDUCED LOAD**

## **XV A. Retirement Health Insurance**

### **XV A1.**

Effective period of program: July 1, 2000 - June 30, 2003.

### **XV A2. Qualifications**

#### **XV A2a.**

Full-time employment with the District in a permanent status for not less than five (5) consecutive years leading to retirement; and

#### **XV A2b.**

Employee must be at least the minimum age allowed for retirement according to STRS regulations.

#### **XV A2c.**

Employee shall have provided written notice to the Human Resources Department of his/her intent to retire in accordance with the following schedule:

##### **XV A2c(1).**

By September 1, if employee intends to retire effective the spring semester following.

##### **XV A2c(2).**

By March 1, if employee intends to retire effective the fall semester following.

### **XV A3. Retirement Benefit Program Concepts**

#### **XV A3a.**

District paid medical benefit at the rate established in the first full year of retirement. All subsequent adjustments must be borne by the retiree.

#### **XV A3b.**

Retiree must pay for any and all deductible costs, the same as paid by current employees.

#### **XV A3c.**

Period of coverage: ten years from date of retirement.

#### **XV A3d.**

Retiree dependent coverage shall be offered but any attendant costs shall be fully borne by the retiree. The dependent coverage shall cease upon the termination of the retiree subscription in the program.

#### **XV A3e.**

The District shall, upon written request by the Unit Member, prior to effective date of retirement, provide an option of a one (1) time payment of \$5,000 made in favor of the retiree on or about the date of retirement in lieu of the health benefit program. The retiree, should this option be exercised, shall not be eligible to further participate in the health benefit program and his\her option shall be irrevocable.

### **XV B. Reduced Load/Retirement**

#### **XV B1. Effective Period of Program:**

The program shall be in effect for the term of this contract.

## **XV B2. Qualifications**

### **XV B2a.**

Unit Member must comply with all legal requirements for eligibility.

### **XV B2b.**

Unit Member shall have provided written notice to the District Human Resources Office of his/her intent to retire in accordance with the following schedule:

#### **XV B2b(1).**

By September 1, if Unit Member intends to retire effective the spring semester following;

#### **XV B2b(2).**

By March 1, if Unit Member intends to retire effective the fall semester following.

## **XV B3. Reduced Load Component**

### **XV B3a.**

A qualified Unit Member may request, and at the option of the District, a reduced teaching assignment load (but not less than 50%) for three (3) consecutive years leading to his/her retirement. All benefits accruing to Unit Member during this period shall be the same as if employed in a full assignment but on a pro-rated salary compensation structure.

### **XV B3b.**

At the conclusion of the third year of service or earlier, the Unit Member shall retire and receive District paid health benefits at the rate established for ~~his/her~~ their first year of retirement for a period of ten years following his/her retirement in accordance with the same cost conditions and qualifications governing the full retirement proposal.

**XV B3c.**

Any dependent coverage cost shall be fully borne by the retiree and shall cease upon the termination of the retiree's subscription in the program.

**XV B3d.**

The District shall have the option, upon written request by the retiree, to exercise a one (1) time payment of \$5,000 to him/her if he/she chooses not to participate in the health benefit program. The retiree, should this option be exercised, shall not be eligible to further participate in the health benefit program.

**XV C. Golden Handshake**

The STRS golden handshake shall be offered to Unit Members, if available from STRS. If the STRS golden handshake is offered to any non-Unit Member it shall also be offered to Unit Members.

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## **ARTICLE XVI: TRANSFERS AND REASSIGNMENTS**

**XVI A. Transfer and Reassignments Due to Vacancy or New Position**

**XVI A1.**

Faculty positions shall be posted internally and Unit Members interested in the position shall notify the Human Resources Department in writing by the established due date.

**XVI A2.**

The transfer/reassignment shall be based on the following criteria:

**XVI A2a.**

Unit Members with split load assignments have priority over other Unit Members in transfers and reassignments.

**XVI A2b.**

The Unit Member meets minimum qualifications for the specific vacancy as specified in job posting.

**XVI A2c.**

Recency of acquired knowledge and/or demonstrated competence based on evaluations and/or recommendations in the subject field or position.

**XVI A2d.**

Ability to perform all required tasks of the specific vacancy as specified by the job description.

**XVI A2e.**

If all other criteria are equal, then the Unit Member with the most seniority in the District will be transferred.

**XVI A2f.**

Transfers from one discipline to another are subject to approval of the District.

**XVI A3.**

If a request for transfer is denied by the District, the Unit Member may request an explanation. The District shall provide a written response to the Unit Member when requested.

**XVI A4.**

If no current Unit Member applies for the position, or if qualified members are deemed inappropriate, then the position shall be advertised externally.

**XVI B. One Semester Transfer to a Second Campus to Correct a Load Deficiency**

**XVI B1.**

The intent of the District is to have all full-time faculty assigned to one campus.

**XVI B2.**

When a full-time Unit Member has a load deficiency because of low enrollment or cancellation of a class, the first option is to make up the deficiency on the home campus. If the deficiency cannot be made up on the home campus, the District has the right to transfer the Unit Member to another campus to make up the deficiency. If the deficiency is not made up during the semester in which it occurs, then this procedure will be followed during the next semester.

**XVI B3.**

This is a one semester transfer unless mutually agreed to by the District and the Unit Member. Before the transfer is made, the District will schedule a meeting with the Unit Member transferred and provide an explanation for the transfer.

## **XVI C. Assignments Resulting in a Split Load Between Two Campuses**

### **XVI C1.**

The intent of the District is to assign all full-time faculty to one campus. In the event this is not possible, all split assignments are considered temporary. When it is mutually agreed that a split assignment would be beneficial to the Department and/or the District, then the unit member will be granted reimbursement of \$500 per academic year or \$250 per academic semester to compensate for additional time, responsibility and or expertise. Unit members with a split load shall also receive mileage reimbursement

### **XVI C2.**

If it is decided that a vacancy at a second campus will result in a split assignment for a Unit Member who currently has a full load on one campus, then the following procedure shall be followed:

#### **XVI C2a.**

Post the position and request volunteers to fill the assignment.

#### **XVI C2b.**

If there are no volunteers and more than one Unit Member is qualified and competent, then the member with the least seniority shall be transferred. At the end of the school year, the District will evaluate the continued need for the split assignment. If a compelling need exists, then the split assignment may continue for another year.

#### **XVI C2c.**

The Unit Member transferred under this condition shall receive a one-time bonus of \$750 each semester.

**XVI C3.**

A Unit Member will have no more than 49% of his\her assignment on the second campus.

**XVI C4.**

Split assignments shall never be used in an arbitrary, capricious or punitive manner. Split assignments are only to be used in situations where there is a demonstrated need.

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## **ARTICLE XVII: SAVINGS**

**XVII A.**

If, during the life of this agreement, there exists any applicable law, regulation or order issued by any external governmental authority having jurisdiction, which shall render invalid or restrain compliance with or enforcement of any provision of this agreement, such provision shall be immediately suspended, but only to the extent required by the law, rule, regulation, or order. Such invalidation of a part of this agreement shall not invalidate any remaining parts of this agreement.

**XVII B.**

In the event of suspension or invalidation by an external authority of any Article or section of this agreement, the parties may, by mutual consent, meet and negotiate within ten (10) days after such determination or first hand knowledge of such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or section.

**XVII C.**

Any action by a legislative body to renumber, or reorganize sections of codes, laws, policies, or regulations cited in this agreement shall be reflected in this agreement without further negotiation.

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## **ARTICLE XVIII: EFFECT OF AGREEMENT**

It is understood and agreed that the specific provisions contained in this agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this agreement, such practices and procedures are discretionary with the District.

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## **ARTICLE XIX: COMPLETION OF MEET AND NEGOTIATIONS**

Except as provided in Paragraph II C2 of this agreement, the Association and the District, during the term of this agreement, expressly waive and relinquish the right to meet and negotiate and agree that the District and Association shall not be obligated to meet and negotiate and agree with respect to any subject or matter whether or not referred to or covered in this agreement, even though such subject matter may not have been within knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this agreement, and even though such subjects or matters were proposed and later withdrawn.

-

## **ARTICLE XX: MISCELLANEOUS**

XX A.

A contract maintenance committee composed of District and Association representatives shall be established at the request of either party as needed to continually oversee, maintain and evaluate the terms of this agreement.

**XX B.**

References herein made to committees or other such groups, except for the District and Association, may change from time to time, and as such, no additional changes need to be made in this agreement when the purpose or function of newly formed committees or groups are similar in scope to those herein referred.

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**ARTICLE XXI: TERM**

This Agreement shall remain in full force and effect up to and including June 30, 2003. By mutual consent, any Article may be opened for meeting and negotiating at any time.

Faculty Association

District

\_\_\_\_\_

\_\_\_\_\_

Russell O. Bloyer

\_\_\_\_\_

\_\_\_\_\_

Date

Date

Approved by the Board of Trustees May 11, 2000

APPENDIX A

Mt. San Jacinto Community College District

Grievance Form

Article VD

Submission of Complaint: All portions of this section must be completed by the grievant.

Grievant's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Statement of Grievance (include date and time):

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Section of agreement allegedly misinterpreted or violated:

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Remedy sought:

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Date of informal conference with administrative supervisor: \_\_\_\_\_

Grievant Signature: \_\_\_\_\_

Upon completion of this section, grievant shall present the original and yellow and pink copies to immediate supervisor. Goldenrod copy should be retained by grievant.

Immediate supervisor's response:

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-

Date: \_\_\_\_\_ Supervisor's Signature: \_\_\_\_\_

Upon completion of this section, immediate supervisor shall retain original, present yellow copy to grievant and forward pink copy to the Superintendent/President

## APPENDIX B

2000-2001 Certified Salary Schedule (to be attached)

For the year 2001-2002, the salary schedule shall be the 2000-2001 salary schedule increased by COLA for that year plus 1% for each 7% permanently funded growth in FTES above the funded level for the year 2000-2001.

For the 2002-2003 year, the salary schedule shall be the 2001-2002 salary schedule increased by COLA for that year plus 1% for each 7% permanently funded growth in FTES above the funded level for the year 2001-2002.

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### Notes:

For the 2001-2002 and 2002-2003 years, summer session FTES will be reported in the year with the most benefit to the District with regard to permanent base funding.