

UNIT B
SENIORS PROGRAM

Agreement Between

Sonoma County Junior College District

and

SRJC CFT
California Federation of Teachers
Local 1946

July 1, 2004 – June 30, 2007

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ARTICLE 1. RECOGNITION

- 1.1 Recognition of the Exclusive Representative. The Sonoma County Junior College District and the Santa Rosa Junior College Board of Trustees, hereinafter called “the District,” hereby recognizes the SRJC CFT, California Federation of Teachers Local 1946, hereinafter called “the SRJC CFT” or the “Exclusive Representative,” as the exclusive representative of all certificated faculty members in the Seniors Program (Unit B), and shall exclude (Unit A), College President, Vice Presidents, Deans, Directors, Supervisors, and classified employees.

ARTICLE 2. ACADEMIC FREEDOM

- 2.1 Academic Freedom. All faculty members shall have academic freedom in their personal scholarship and in their instruction. This academic freedom shall exist within the general framework of course descriptions, constitutional limits, the requirements of the California Education Code, and the policies and procedures of the host facility.

ARTICLE 3. NONDISCRIMINATION

- 3.1 Nondiscrimination. The District shall not discriminate against any faculty member on the basis of ethnicity/race, color, sex, age, religion, marital status, disability, sexual orientation, national origin, medical conditions that do not affect job performance, ancestry, or political or organizational affiliation and participation therein.

ARTICLE 4. WORK DAY

- 4.1 Weekly Schedule. Classes are generally scheduled Monday through Friday.
- 4.2 Daily Schedule. Classes may be held between 7:30 a.m. and 9:00 p.m. on days for which classes are scheduled.
- 4.3 Faculty Responsibilities. It is the professional responsibility of the faculty member to conduct class according to the class schedule and to follow the course curriculum. The faculty member is required to notify the facility and Program office prior to cancellation of a class session. Except in cases of emergency, notice shall be given at least two (2) hours before the start of the class session.
- 4.4 Temporary Changes. Faculty members are required to teach all classes as scheduled (time, location and day) unless otherwise approved in advance by the Program Director. Requests for temporary changes shall be made in writing and submitted to the administrator at least two (2) days in advance of the requested change unless otherwise agreed to by the Program Director.
- 4.5 Substitute Work. Faculty members who work on a semester-to-semester basis are eligible to work as substitutes up to four (4) hours per week.

ARTICLE 5. WORK YEAR

- 5.1 **School Program Calendar.** The school year shall consist of a fall semester, spring semester, and summer session. The District, the SRJC CFT and up to two (2) faculty representatives shall meet by February 1 of each year to prepare a calendar for the following school year, which shall be subject to approval by the college President.
- 5.2 **Absence without Pay.** Faculty members may request an absence without pay for a maximum of two (2) work weeks per calendar year which shall be taken in increments of one or two full work weeks. This request will be made to the Program Director no less than two (2) weeks prior to the first day of the requested absence. An absence without pay must begin within and end within the term of employment (semester or summer session). A faculty member may request to split the two (2) calendar week period into two (2) periods of one week duration each.
- 5.3 **Requests Subject to Approval.** Requests for absence without pay must be approved in advance by both the Program Director and Dean of Instruction.
- 5.4 **Special Circumstances Unpaid Absence.** An absence of more than two (2) weeks, but no greater than four (4) weeks, (within the term of employment) may be granted when special circumstances exist. An unpaid absence for special circumstances must be approved in advance by the Program Director, Dean of Instruction, and Vice President of Academic Affairs.
- 5.5 **Needs of the Program.** The needs of the program will be the primary factor when considering approval of the above absences without pay.

ARTICLE 6. WORKLOAD

- 6.1 Part-Time Instructional Workload. A part-time faculty member's instructional workload is the proportion of hours worked compared to a full-time workload of thirty (30) classroom hours per week. Instructional workload for part-time faculty is defined as the hours assigned to regular classroom preparation and instruction in addition to attendance and enrollment reporting, and similar work activities outside classroom instruction.
- 6.1.1 Full Pro-rata Status Definition. The workload for adjunct faculty is considered to be at full pro-rata status (87.5%) in accordance with guidelines specified in the 2001 Budget Act regarding part-time faculty compensation funds appropriated from the Proposition 98 Account (Reversion) Item 6870-485(5) based on the following conditions:
1. Instructional workload as specified in 6.1 (30 hours/wk or 75%).
 2. Enrollment, attendance reporting and similar work outside classroom instruction (5 hours/wk or 12.5%).
- 6.1.2 Full-Time Instructional Workload. A full-time faculty member's workload will include the instructional assignment described in 6.1 in addition to five (5) hours per week of college service and five (5) hours per week of professional service for a total of forty (40) hours per week. No full-time faculty positions exist in the Seniors Program at this time.
- 6.2 Article Reopeners. This article will not be reopened nor will full pro-rata status (87.5%) be subject to further negotiations unless by mutual agreement or such time as the Community College Board of Governors provides additional funds for pro-rata part-time faculty compensation.

ARTICLE 7. WORKING CONDITIONS

- 7.1 **Safe and Healthy Working Conditions.** The District will make every effort to provide safe and healthy working conditions for its employees. While the District is not responsible for the maintenance or conditions of the facilities where bargaining unit programs are offered, the District may protect its faculty members by cancelling classes when safe working conditions are not met.
- 7.2 **Reporting Conditions.** Faculty members shall report any alleged unsafe or unhealthy or potentially unsafe or unhealthy condition to their Director. Oral communications shall be confirmed in writing. Within five (5) days after receipt of the faculty member's written report of an unsafe condition, the Program Director shall acknowledge in writing what action will be taken by the Program Director. No adverse action shall be taken against a faculty member for filing a report.
- 7.3 **Safety Procedures.** Faculty members shall receive applicable safety procedures of the District and the host facility where they work. Revisions shall be distributed as published.
- 7.4 **Damage to Personal Property.** Provided that reimbursement is not made by the host facility, the District shall reimburse faculty members for clothing, eye glasses, or personal property which are appropriate to the instructional environment which are damaged or destroyed during the conduct of Senior Program duties.
- 7.5 **Instructional Environment.** The Director will work with the host facility to provide an appropriate instructional environment consistent with the curriculum.
- 7.6 **Accident Reports.** The District and/or host facility will provide the faculty with directions regarding the filing of accident reports.

ARTICLE 8. CLASS SIZE

8.1 Establishing a Class. Because of the special needs of the students served by faculty members in the Seniors Program, classes shall be staffed at a level to fulfill course objectives and maintain a healthy and safe environment. To accomplish these goals, the Program Director will give primary consideration to the following factors when establishing a class:

- 8.1.1 Available space for the conduct of class;
- 8.1.2 Arrangement of equipment within available space;
- 8.1.3 Supplemental personnel resources;
- 8.1.4 Degree of medical impairment and/or disability.

8.2 Adjusting Class Size. If a faculty member believes that a class is too large due to any of the factors listed above, he or she may request the Program Director to adjust the class accordingly. The Program Director will investigate and provide the faculty member a response within five (5) working days. A faculty member whose class size is not adjusted to a reasonable level may file a grievance.

ARTICLE 9. PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- 9.1 Authorization of Deductions. Any unit member who is a member of the Union, or who has applied for membership, may sign and deliver to the District Personnel Office an assignment authorizing deduction of union membership dues, initiation fees and general assessments in the Union. Such authorization shall continue in effect until withdrawn by the employee. Pursuant to such authorization, the District shall deduct a prorated share of dues from the regular salary check of the unit member each month, based upon regular hours assigned.
- 9.2 District Remittance. With respect to all sums deducted by the District pursuant to authorization of the unit member, for membership dues, the District agrees promptly to remit such monies to the Union accompanied by an alphabetical list of unit members for whom such deductions have been made.
- 9.3 Union Information. The Union agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 9.4 Salary Deductions. 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, savings bond, charitable donations, or any other plans or programs jointly approved by the Union and the District.

ARTICLE 10. MANAGEMENT RIGHTS

- 10.1 Board Rights. It is understood and agreed that the Board retains all of the rights, powers, and authority vested in it by law to direct, control and govern the District. The exercise of the Board's rights, powers, and authority, and the adoption of policies, rules, and regulations and practices in furtherance thereof shall be limited only by applicable provisions of law or by the terms and conditions of this Agreement.
- 10.2 Amendment of Policies and Procedures. The District will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to bring policies and procedures into conformance with the provisions of this Agreement.

ARTICLE 11. EMPLOYMENT PROCEDURES

- 11.1 **General Principles.** The District and the SRJC CFT are committed to the establishment of a faculty hiring process that will provide the Seniors Program with highly qualified and dedicated people who are experts in their subject areas, who possess teaching skills, and who will serve the needs of a varied and diverse population.
- 11.2 **Part-Time Temporary Faculty.** Individuals holding valid credentials to teach in the Seniors Program will be grand-parented into any new system of minimum qualifications or equivalencies adopted by the CCC Board of Governors. Other candidates for hire must meet the minimum qualifications officially adopted by the CCC Board of Governors. Equivalent to minimum qualifications will be locally determined and monitored by the Academic Senate Equivalency Committee. Affirmative Action Policies and Procedures shall apply to all parts of the hiring process.
- 11.3 **Establishment of Pools.** The Seniors Program Director, through the Personnel Office, shall designate an up-to-date list of interested candidates for the purpose of establishing a part-time temporary employment pool. Any qualified applicant may apply for the pool. According to the needs of the program, the Director will take steps to inform, screen, and interview new candidates for the employment pool.
- 11.4 **Procedures for Hiring.** The director shall select candidates for employment from the employment pool. The director may conduct a search for a qualified candidate if a pool candidate is unable or unqualified for hire. When an unforeseen opportunity arises to offer a new course or section and the pool contains no candidates who have the desired qualifications, the Director may conduct a search for a qualified candidate who will be recommended for hiring.
- 11.5 **Distribution of Policies and Procedures.** Copies of the District's Hiring Policies and Procedures and Staff Diversity/Affirmative Action Policy and Plan shall be supplied by the District to faculty members upon request.

ARTICLE 12. PERSONNEL FILES

- 12.1 Personnel Files. There shall be only one (1) personnel file for each faculty member. This file shall be maintained at one (1) location in the District Personnel Office. It shall be available for inspection and inventory during normal business hours upon request by the faculty member. A representative of the faculty member may inspect the files if authorized to do so in writing by the faculty member. Access to the file shall be limited to authorized representatives and strict confidence shall be maintained in accordance with the appropriate provisions of the California Education and Government Codes regulating personnel files.
- 12.2 Contents of Personnel File.
- 12.2.1 All documents relative to a faculty member's status of employment shall be contained in the faculty member's personnel file.
- 12.2.2 Information of a derogatory nature which may affect the status of employment shall not be placed in the faculty member's personnel file unless and until the faculty member or authorized representative has been given notice and has had the opportunity to review and append written comments to them. The faculty member shall be given an opportunity during business hours, without loss of salary, to review such documents and to prepare a written response to such material.
- 12.2.3 Anonymous documents or materials unrelated to the faculty member's professional responsibilities shall not be placed in the faculty member's personnel file.
- 12.2.4 A faculty member may submit documents to be added to the personnel file concerning professional service, competence, honors, awards, and recognitions. Books or other voluminous documents will not be added to the personnel file for practical reasons.

ARTICLE 13. AVAILABILITY FOR EMPLOYMENT

- 13.1 Consideration for Employment. A list of faculty members shall be maintained by the District Personnel Office. Faculty members who have worked for six (6) or more semesters for the District and have satisfactory evaluations shall receive first consideration for employment contingent upon the availability of assignments and the needs of the District.
- 13.2 Maintain Placement in Employment Pool. Faculty members who do not wish to be offered employment for a given semester shall file a Notice of Availability Form to maintain placement in the employment pool.
- 13.3 Vacancies or Additional Assignments. Notices of Availability may be filed by current faculty who wish to show interest in vacancies or additional assignments to maintain placement in the employment pool.
- 13.4 Loss of Position in Employment Pool. Faculty members who have a Notice of Availability on file who have not been available to teach for more than two (2) semesters and a summer session will lose their position in the employment pool.

ARTICLE 14. FACULTY EVALUATION PROCEDURES

- 14.1 Purpose of Evaluation. The principal purposes of the Faculty Evaluation Procedures are agreed to be the following: (1) to recognize and acknowledge good performance; (2) to enhance satisfactory performance and help faculty members who are performing satisfactorily further their professional growth; (3) to identify weak performance and assist faculty members in achieving needed improvements; and, (4) to document unsatisfactory performance. For each of the above, professional growth should be concomitant with the evaluation process.
- 14.2 Evaluation Procedures. Evaluation shall be done by the Program Director or designee. A faculty member may submit a written request for an alternative peer evaluation. The request shall be made within ten (10) working days from the date of evaluation notification.
- 14.3 Definition of “Peer.” A “peer” shall be any faculty member currently teaching in and having taught for at least one year in the Seniors Program and whose last evaluation is satisfactory.
- 14.4 Criteria for Evaluation. Evaluation must yield a genuinely useful and substantive assessment of performance based on clearly stated, relevant criteria designated in the standard evaluation form(s) jointly developed by the District and SRJC CFT. Administrative and peer evaluations of faculty members shall be regular, timely, and shall follow the same procedures for all faculty in the unit. Temporary faculty shall be evaluated in the first year and at least once every six (6) regular semesters thereafter.
- 14.5 Peer Evaluation Team. Each evaluation shall be conducted by an ad hoc Peer Evaluation Team, to consist of: (1) the faculty member’s director or designee who may seek appropriate information from an administrator of the faculty member’s host facility or may invite the administrator to sit as a member of the committee; (2) one faculty member selected from three (3) faculty chosen by lot from the pool of faculty peers approved by the District and SRJC CFT; and, (3) a faculty member selected by the faculty member being evaluated. If the classroom observation is conducted during a team member’s class time, the class will be covered by a substitute, activity coordinator or other

qualified individual. The parties agree class cancellations should be minimized. If no person is available to cover the class, the Program Director may authorize the faculty member to make up the class at another time. The peer evaluation team shall elect its own chair. If a peer evaluation team cannot be constituted within 30 calendar days, the evaluation will be done by the director or designee.

14.6 Class Observations. Class observations shall be made after prior notification of and appointment with the instructor.

14.7 Alternative Peer Evaluation Process. Each member of the peer evaluation team shall record his/her observation on a standard observation form, sign it, and return it to the peer evaluation team chair, who will draft a consensus report. The consensus report and class observation forms shall be sent to the team members for review. Should a team member desire to revise the report, a team meeting will be held. The chair of the team shall provide a copy of the evaluation, consisting of the class observation form and the consensus report, to the faculty member being evaluated and shall meet with the faculty member to discuss the evaluation prior to signing it. After this discussion, the faculty member will sign the evaluation report to acknowledge receiving it; receipt of the evaluation report will not constitute automatic consent or agreement.

14.8 Right to Append Comments. Within ten (10) days of receiving a copy of the evaluation, the faculty member being evaluated shall have the right to append comments to the evaluation before it is placed in the personnel file.

14.9 Improving Performance. Faculty members whose evaluations contain specific recommendations for improving performance may consult with representatives from the SRJC CFT and shall consult the District to develop a plan to accomplish the specified improvements.

14.9.1 The Plan for Improvements shall contain a timetable with specific dates for meeting the recommended improvements. The Program Director shall review the plan for compliance.

14.10 Unsatisfactory Performance. If the overall evaluation rating is unsatisfactory, the Program Director shall develop a plan for improvement which shall contain a timetable for meeting recommended improvements. The faculty member may consult with a representative

from the SRJC CFT regarding the plan. A statement of subsequent compliance or non-compliance shall be attached to the faculty member's evaluation.

- 14.11 Monitoring Performance. Nothing herein shall be construed to prohibit the Program Director from monitoring performance at any time during the year.
- 14.12 Appeal Process. If a faculty member charges that the Evaluation Procedures outlined in Article 14, Faculty Evaluation Procedures, or other procedures of the contract that bear on this article have been violated, such a charge must be put in writing and processed as a grievance under Article 20, Grievance Procedures. The content of evaluations is not subject to grievance.

ARTICLE 15. ASSIGNMENTS AND CHANGES

15.1 Assignment of Teaching Load. The administrator in charge of the program will be responsible for the assignment of teaching load. A tentative notice of assignment will be given to faculty by Noncredit Programs & Services two weeks after permatization of the semester schedule. A confirmation letter shall be distributed to all faculty in the unit not less than one (1) week before the first class meeting.

15.2 Schedule Changes

15.2.1 Requests for changes in the current schedule must be presented to the Director or designee not less than five (5) weeks before the Proof 2 Schedule is due to the Dean, unless otherwise mutually agreeable. The due date to the Dean will be listed on each Senior Program semester calendar.

15.2.2 Schedule changes (time and day) during the semester may be made upon the agreement of the faculty member and the Program Director.

15.2.3 If the enrollment in a course is less than the established minimum at the beginning of the second class meeting, the faculty member is required to contact the Program Director or designee for a decision as to whether or not the class will continue. If one or more classes are cancelled, the faculty member will be paid for those sessions taught before the cancellation.

15.2.4 If the attendance in a course is less than the established minimum for a period of two (2) consecutive weeks, the faculty member shall contact the Program Director or designee for a decision as to whether or not the class will continue. If one or more classes are cancelled, the faculty member will be paid for those sessions taught before the cancellation.

15.2.5 The faculty member shall drop students who have never attended class or who have stopped attending class and add new students on the check roster that is mailed out approximately four (4) weeks before the end of the semester.

ARTICLE 16. FACULTY SALARY SCHEDULE

- 16.1 Definition of “Step.” Appropriate service for movement on the salary schedule shall be completion of employment of 75% of the scheduled weeks per semester for four (4) semesters.
- 16.2 Credit for Previous Experience. Previous instructional experience shall be evaluated by the Personnel Department. Up to six (6) semesters of credit may be granted for previous instructional experience which directly relates to the SRJC position.
- 16.3 Faculty Salary Schedule. Retroactive salary increase will apply to only those Unit members employed by the District at the time of ratification by both parties.

Seniors Program – Faculty Salary Schedule

2001-02 (Revised)
Effective August 15, 2001 and covering 2002-03 and 2003-04

<u>Step</u>	<u>Semesters</u>	<u>Hourly Rate</u>
1	Entry (1 Semester)	\$ 30.44
2	1 - 4	\$ 31.66
3	5 - 8	\$ 32.92
4	9 - 12	\$ 34.24
5	13 - 16	\$ 35.59
6	17+	\$ 37.05

2004-05

Effective August 11, 2004

<u>Step</u>	<u>Completed Regular Semesters</u>	<u>Hourly Rate</u>
1	Entry (1 Semester)	\$ 31.17
2	1 - 4	\$ 32.42
3	5 - 8	\$ 33.71
4	9 - 12	\$ 35.07
5	13 - 16	\$ 36.45
6	17+	\$ 37.94

2006-07
Effective August 16, 2006

<u>Step</u>	<u>Completed Regular Semesters</u>	<u>Hourly Rate</u>
1	Entry (1 Semester)	\$ 32.14
2	1 - 4	\$ 33.42
3	5 - 8	\$ 34.76
4	9 - 12	\$ 36.15
5	13 - 16	\$ 37.59
6	17 - 20	\$ 39.10
7	21+	\$ 40.66

2006-07
Effective July 1, 2007

<u>Step</u>	<u>Completed Regular Semesters</u>	<u>Hourly Rate</u>
1	Entry (1 Semester)	\$ 32.46
2	1 - 4	\$ 33.76
3	5 - 8	\$ 35.11
4	9 - 12	\$ 36.51
5	13 - 16	\$ 37.97
6	17 - 20	\$ 39.49
7	21+	\$ 41.07

Movement on the schedule shall be based on completed regular semesters as defined above.

16.3.1 Full Pro-rata Salary Adjustment. Effective August 15, 2001, each step of the 2001-2002 Salary Schedule will be increased by ten percent (10%) in recognition of the agreement that adjunct faculty have reached full pro-rata status (87.5%) as defined in Article 6, Section 6.1.1. Should the California Community Colleges Chancellor's Office reduce or eliminate pro-rata compensation for part-time faculty, the revised 2001-02 salary schedule will be reduced a proportionate amount.

16.4 Deadline for Salary Reopeners. SRJC CFT shall submit a written request to reopen negotiations on Article 16 (Salary Schedule) no later than the first working day of January of the fiscal year in which the salary schedule will apply. The District is not under any obligation to negotiate and pay retroactive salaries when the bargaining unit fails to comply with the deadline for salary schedule reopeners.

16.5 Waiver of Deadline. The deadline for submitting a written request to reopen on the salary schedule may be changed upon mutual agreement.

ARTICLE 17. FRINGE BENEFITS

17.1 Part-Time Faculty Pension Plan

17.1.1 Every part-time faculty member shall be eligible to enroll in a part-time pension plan.

17.1.2 In lieu of Social Security, those faculty members not covered by STRS or PERS as Sonoma County Junior College District employees will be enrolled in an IRS approved 403(b) plan subject to the following conditions:

17.1.2.1 The 403(b) Plan will become effective January 1, 1992.

17.1.2.2 The 403(b) Plan will be an employee directed defined contribution plan.

17.1.2.3 The District shall contribute 3.75 percent of gross salary for each faculty member.

17.1.2.4 There shall be a mandatory contribution of 3.75 percent of gross salary from each faculty member.

17.1.2.5 The faculty member shall be fully vested in the plan at all times.

17.1.2.6 Fidelity Investments will provide the investment and administer the program.

17.1.3 The plan or provider cannot be changed without the mutual agreement of the SRJC CFT and the District.

17.2 Medicare Contributions. The District and the faculty members shall each contribute an amount equal to 1.45 percent of gross wages for Medicare contributions.

17.3 Part-time Unit B Faculty Health Insurance Plan. Unit B part-time faculty employed by the District who meet the State and District requirements for health insurance eligibility under AB 420 will be invited to

participate in this program. The insurance cost will be paid fifty percent by the employee and fifty percent by the District through June 30, 2006. Procedures for implementation of this health insurance program include:

- 17.3.1 SRJC/CFT and the District will work cooperatively on implementation of the program, including reaching agreement on the terms of District eligibility, publishing of procedures and forms and implementation timeline.
- 17.3.2 Part-time faculty must demonstrate that they meet the State and District requirements for eligibility, including employment at 40% of Unit B load or more within the District for two complete semesters out of the last three consecutive semesters.
- 17.3.3 SRJC/CFT will assist the District in the implementation and ongoing administrative support of the program.

ARTICLE 18. LEAVES

- 18.1 Definitions. A “leave” is an authorized absence from instructional duties for a specific period of time. A leave shall not be considered a break in service provided that the leave occurs during the term of employment specified in the confirmation letter.
- 18.2 Substitutes. Each faculty member taking a leave may recommend to the Director a substitute for the days to be missed.
- 18.3 Sick Leave
 - 18.3.1 Sick leave shall accumulate at the rate of one (1) hour for every 17.5 hours of paid service to the District.
 - 18.3.2 The accumulation and transferability of sick leave shall follow the terms of Education Code Sections 87781 and 87782. (See Appendix A, Settlement Agreement)
 - 18.3.3 The District may require the faculty member to provide a physician’s written verification of illness or injury after an absence of three or more consecutive work days.
- 18.4 Temporary Disability Due to Childbirth
 - 18.4.1 Temporary Disability Due to Childbirth Leave shall be granted to faculty members for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from. The period of disability shall be determined by the employee and her physician. The District shall comply with all applicable state and federal law governing temporary disability due to childbirth.
- 18.5 Personal Necessity Leave
 - 18.5.1 Personal necessity is defined as an urgent situation, which is imposed on a unit member, over which he/she has no control, and which he/she cannot reasonably be expected to anticipate or disregard, and which requires the unit member’s presence during his/her normal workday. The faculty member requiring a leave under this section shall submit a signed Notice of

Absence form that verifies the leave is being taken for one of the reasons listed as permissible under this section. Whenever possible, advance notification of any personal necessity permitting leave under this section shall be given. Prior permission shall not be required for leaves taken under sections 18.5.2.1 or 18.5.2.2 below.

18.5.2 A faculty member may elect to use not more than eleven (11) days of accumulated sick leave benefits in a school year in the following cases of personal necessity.

18.5.2.1 Death of member of the faculty member's immediate family. "Immediate family" is defined as mother, father, grandmother, grandfather, or grandchild of the faculty member or of the spouse or registered domestic partner* of the faculty member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the faculty member, or person living in the immediate household of the faculty member.

18.5.2.2 Accident involving the faculty member's person or property, or the person or property of the faculty member's immediate family, as defined above, of such an emergency nature that the immediate presence of the faculty member is required during a work day.

18.5.2.3 Appearance in court as litigant, as a witness under an official order or fulfilling the requirements of adoption.

18.5.2.4 Serious or critical illness of a member of the immediate family as defined above, calling for services of a physician and of such an emergency nature that the immediate presence of the family member is required during a work day.

18.5.2.5 Death of a close friend, colleague or member of the family not considered immediate family.

*Documentation available at the SRJC Human Resources Office.

- 18.5.2.6 In a situation which makes it impossible for a faculty member to get to the work location due to a natural disaster as declared by the Superintendent/President of the College, the faculty member may use up to three (3) days personal necessity leave for this purpose.
 - 18.5.2.7 Personal necessity leave may be granted by the Vice President for Academic Affairs or designee for matters of compelling personal importance which cannot be accomplished at times other than assigned working hours and are not covered by other sections of this article.
 - 18.5.2.8 Personal necessity leave may not be used for recreation or social events.
- 18.6 Bereavement Leave. Every faculty member shall be entitled to three (3) days of paid leave of absence, or five (5) days if greater than 200 miles of travel (one way) is required, for each occurrence on account of the death of any member of the immediate family as defined above. This leave shall not be deducted from sick leave.
- 18.7 Jury Duty Leave. Faculty members shall be entitled to five (5) days of paid leave as is necessary for jury duty. This leave shall not be deducted from sick leave. To receive paid leave for jury duty, the faculty member must return to the District all income received for jury service except for mileage.
- 18.8 Military Leave. Military Leave shall be granted in accordance with applicable provisions of law.
- 18.9 Industrial Accident or Illness Leave
 - 18.9.1 All faculty members who are eligible for workers' compensation benefits shall be provided with industrial accident or illness leave according to the provisions of Education Code Section 87787.
 - 18.9.2 The accident or illness must have arisen out of and in the course of the employment of the faculty member.

- 18.9.3 Allowable leave for industrial accident or illness shall not exceed sixty (60) days during which the college is in session or when the faculty member would otherwise have been performing work for the District in any one fiscal year.
- 18.9.4 Allowable leave will not be accumulated from year to year.
- 18.9.5 When an industrial accident or leave overlaps into the next fiscal year, the faculty member shall be entitled to only the amount of unused leave due for the same illness or injury.
- 18.9.6 The leave under these rules and regulations will commence on the first day of absence.
- 18.9.7 Payment for wages lost when added to an award granted the faculty member under the workers' compensation laws of this state shall not exceed the normal wages for the day.
- 18.9.8 Industrial accident or illness leave will be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- 18.9.9 During any paid leave of absence, the faculty member will endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, will issue the faculty member appropriate salary warrants for payment of the faculty member's salary and will deduct normal retirement, if applicable, on the full salary and other authorized contributions.
- 18.9.10 Upon termination of the industrial accident or illness leave, the faculty member will be entitled to the benefits provided for sick leave (provided elsewhere in this agreement), and absence for such purpose will be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the faculty member continues to receive temporary disability indemnity, he/she may elect to draw on accumulated sick leave to provide a total income (including temporary disability indemnity payments), not to exceed normal full wage.

- 18.9.11 The Board may provide for such additional leave of absence for industrial leave or illness as it deems appropriate.
 - 18.9.12 Any faculty member receiving workers' compensation benefits shall remain within the State of California during periods of illness or injury unless otherwise authorized by the Board.
- 18.10 General Provisions. The faculty member is required to submit a completed Notice of Absence Form in a timely manner to the immediate supervisor. "Timely" is defined as within three (3) calendar days.

ARTICLE 19. PROFESSIONAL GROWTH

- 19.1 Travel and Conference Funds. The District shall maintain financial support, including AB 1725 funding, for faculty development, subject to available funds. Faculty may apply for development funds through the District Staff Development Office.
- 19.2 Unit B faculty shall receive advance notice of district-sponsored Professional Development Activity Days (PDA) each academic year.
- 19.3 Faculty members are not obligated to attend other than their normal and planned course activities.

ARTICLE 20. GRIEVANCE PROCEDURES

20.1 Definition. A “grievance” is an allegation by a faculty member(s) that the District misapplied, misinterpreted or violated a specific provision of this Agreement and that by reason of these actions the unit member(s) has been adversely affected.

20.1.1 A “day” is any day the District offices are open for business.

20.1.2 A “grievant” may be one (1) or more faculty members covered by this Agreement or the SRJC CFT.

20.1.3 The “immediate supervisor” is the lowest level administrator having immediate jurisdiction over the unit member(s) involved in the grievance and who has been designated to administer grievances and has authority to reach a resolution.

20.2 Filing a Grievance

20.2.1 SRJC CFT and the District jointly recommend that the parties to a potential grievance resolve their differences informally, if possible, before entering the formal steps of the grievance procedures.

20.2.2 Forms for processing grievances shall be prepared jointly by the District and SRJC CFT. The forms shall be available from the SRJC CFT, Program Director, and Personnel Office for each faculty member upon request.

20.3 Representation

20.3.1 The grievant has the right to be represented at every step in the grievance procedure by the SRJC CFT.

20.3.2 Any grievant, at any time, may present the grievances and have such grievances adjusted without intervention by the SRJC CFT as long as the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to a resolution of the grievance until ten (10) days after the SRJC CFT has received the decision on the grievance in writing.

20.4 Time Limits

- 20.4.1 If the grievant does not act within any of the following time frames at each level, his/her right to do so is waived and the grievance is concluded unless the time frames have been extended pursuant to Section 20.4.3.
- 20.4.2 If the District fails to respond within any of the following time frames in each level, the grievant may appeal the grievance to the next level.
- 20.4.3 Time limits may be adjusted or levels omitted upon the written mutual agreement of the parties involved. Time limits shall be computed by excluding the day communications are received and including the last day.

20.5 General Provisions

- 20.5.1 All documents or decisions required to be presented shall be served personally or by certified mail, return receipt requested, to the last known address of record.
- 20.5.2 All required meetings or proceedings will be held at convenient times with preferences given to times other than those when classes are in session. If a grievance meeting or proceeding takes place while classes are in session, any faculty member(s) or the faculty member's representative who is a participant shall be granted release time.
- 20.5.3 Records regarding the processing and investigation of a grievance shall be placed in a file separate from the personnel files(s) of the faculty member(s) involved. Efforts will be made by all parties to keep these records confidential.
- 20.5.4 No reprisals of any kind will be taken by the District or by any member or representative of the administration or by the Union against any aggrieved person, any party of interest, or any other participant in the grievance procedure by reason of such participation.

20.5.5 A grievance may be filed by a unit member provided he or she has not previously grieved the same incident unsuccessfully.

20.6 Informal Level

20.6.1 The grievance process at the informal level must be initiated within fifteen (15) days after the grievant knows or reasonably could have known of the alleged occurrence or failure to take action that led to the grievance.

20.6.2 Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with his or her immediate supervisor. The immediate supervisor must reply to the grievant within ten (10) days.

20.7 Formal Level I

20.7.1 If the issue is not resolved at the informal level, the grievant must present the grievance in writing on the appropriate form to the appropriate immediate supervisor within ten (10) days. This statement shall be a clear, concise statement of the grievance, the grievant's designated representative, if any, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

20.7.2 The appropriate immediate supervisor shall communicate his/her decision to the faculty member in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

20.7.3 Within the above time limits, either party may request a personal conference.

20.8 Formal Level II

20.8.1 If the grievant is not satisfied with the decision at Level I, he/she may, within ten (10) days of the date of the response or

its due date, appeal the decision on the appropriate form to the appropriate Dean. The statement shall include a copy of the original grievance and appeal, the decision rendered and a clear, concise statement of the reasons for the appeal, and the specific remedy sought.

20.8.2 The Dean or his/her designee shall communicate the decision to the grievant within ten (10) days. If the Dean or designee does not respond within the time limits provided, the grievant may appeal to the next level.

20.9 Formal Level III

20.9.1 SRJC CFT shall have the exclusive right to submit the decision at Formal Level II to advisory arbitration on behalf of the faculty member. Filing of the request for advisory arbitration with the District will initiate Level III of the process. If SRJC CFT declines to submit the grievance to advisory arbitration, the grievant shall have exhausted all administrative remedies. The grievant may seek other legal remedies.

20.9.2 Unless the SRJC CFT and the District mutually agree upon an arbitrator within five (5) working days of the filing of a request for arbitration, a representative of either party, or both jointly, may request a list of a panel of names from the California Mediation and Conciliation Service (CMCS).

20.9.3 Within five (5) working days of the receipt of the requested list of arbitrators, the SRJC CFT and District shall alternatively strike names from the list until one name remains. That person shall serve as arbitrator. A toss of a coin shall determine which party shall strike the first name from the list. If both parties are mutually dissatisfied with the list, a new list may be requested from CMCS.

20.9.4 The District representative shall immediately send a notice of selection to the chosen arbitrator.

20.9.5 Advisory Arbitration Hearing

20.9.5.1 It shall be the duty of the arbitrator to hold a hearing for the purpose of receiving testimony and evidence submitted by the parties in order to formulate a recommended decision to the parties.

20.9.5.2 The grievant and all necessary witnesses shall be provided release time for the duration of time they are required to attend the hearing.

20.9.5.3 The arbitrator shall, as soon as possible after the hearing, prepare an advisory recommendation to the parties. The arbitrator's recommendation shall include findings of fact and recommended awards, if any. The report shall be submitted to the parties.

20.9.6 Consideration of the Arbitrator's Recommended Decision

20.9.6.1 Within ten (10) working days of receipt of the arbitrator's recommended decision, SRJC CFT and the District representative shall meet to consider the report.

20.9.6.2 If mutually acceptable, the Board shall be informed and the grievance shall be considered resolved.

20.9.6.3 If the decision of the arbitrator is not mutually acceptable, the arbitrator's recommended decision shall be submitted to the Board immediately following this meeting.

20.9.7 Board Decision

20.9.7.1 The Board shall consider the advisory arbitration report in making its decision. At the discretion of the Board, both SRJC CFT and the District representative may be requested to submit a brief written evaluation of the arbitrator's decision.

20.9.7.2 The Board shall render a decision at the next regularly scheduled Board meeting, provided that at least fifteen (15) days are allowed for Board

consideration from the time of the post-arbitration meeting between SRJC CFT and the District.

- 20.9.7.3 Within ten (10) working days after the Board meeting, the SRJC CFT shall be provided a written decision from the Board including reasons for their action. The Board's decision completes the District grievance process.
- 20.9.7.4 Completion of the District grievance process shall in no way infringe on the rights of the grievant to seek redress in a court of law.
- 20.9.7.5 Each party shall bear the costs of preparing and presenting its own case in arbitration. All fees and expenses of the arbitrator shall be paid by the party that does not prevail in the decision. If the Board rejects or modifies, in whole or in part, the decision(s) and award(s) of the arbitrator in rendering the Board's resolution of the grievance, then the Board will pay the fees and expenses of the arbitrator.
- 20.9.7.6 Should a dispute arise in determining the prevailing party, the arbitrator will be asked to identify the prevailing party.

ARTICLE 21. UNION RIGHTS

- 21.1 **Contract Copies.** The District shall produce copies of the contract as soon as practicable after unit ratification and District approval of the contract. Normally this shall occur within sixty (60) days. The SRJC CFT shall distribute the contract to all faculty members. New faculty members shall be provided a copy of the Agreement by the District at the time of employment.
- 21.2 **District Policies and Amendments.** The SRJC CFT shall be provided one full copy of written District policies and amendments.
- 21.3 **Board Agenda and Minutes.** The SRJC CFT shall be provided with one copy of the agenda and minutes for public meetings of the Board of Trustees.
- 21.4 **Public Information.** The District shall make available to SRJC CFT public information that is normally produced by the District and is necessary for CFT to exercise its rights pursuant to the EERA.
- 21.5 **Use of Mail System.** SRJC CFT may use the existing intradistrict mail system for the bargaining unit consistent with the law. Copies of material distributed shall contain the date of distribution and CFT identification.
- 21.6 **Bulletin Boards.** SRJC CFT may use District bulletin board space subject to reasonable regulations in accordance with District policy. Upon approval of host facility, CFT may use its bulletin boards.
- 21.7 **List of Unit Members.** Upon request, SRJC CFT will be provided after the start of each semester the names, telephone numbers and addresses of current unit members except for those individuals who have requested that this information not be released.
- 21.8 **Agenda Review Committee.** SRJC CFT may have a representative attend agenda review committee meetings.
- 21.9 **Budget Committee.** SRJC CFT shall be notified of the budget committee meeting schedule and receive copies of the agenda and minutes.

- 21.10 Release Time. SRJC CFT bargaining unit members will be provided with up to fifty (50) hours per fiscal year of released time to perform collective bargaining duties directly related to contract administration. The length of time deducted from the above hours will be equivalent to the full length of the scheduled class that is missed. A faculty member will recommend a substitute to the Program Director. If a substitute is unavailable, the meeting will be rescheduled.
- 21.11 Budget Development. SRJC CFT representatives may consult with the Program Director regarding program budget development.
- 21.12 Use of District Facilities. SRJC CFT may use District facilities for the purpose of holding meetings subject to reasonable regulations in accordance with District policy.
- 21.13 Parking Permits. Upon request to the Program Director, courtesy parking permits may be issued to Unit B faculty members for the purpose of conducting program related business.
- 21.14 Release of Personal Information. It shall be the responsibility of each faculty member to file a written restriction if the faculty member's address and/or telephone number is not to be released or listed in the District directory. However, it is understood that each faculty member's telephone number will be available to fellow faculty so long as such information is used exclusively for District business. The District shall not be held responsible for misuse of this information.
- 21.15 Pay for Committee Work. Faculty members who serve on peer evaluation committees may receive pay at their hourly rate.

ARTICLE 22. SEVERABILITY AND SAVINGS

- 22.1 Judicial Review. If any provision(s) of this Agreement are held invalid or contrary to law by a court of competent jurisdiction, such provision(s) shall be inoperative, but all other provisions shall not be affected thereby and shall be continued in full force and effect.
- 22.2 Subsequent Negotiation. Should a provision be deemed invalid, within thirty (30) days, upon the request of either party, they shall meet to negotiate regarding the affected provisions(s).
- 22.3 Modifications to Agreement. Modifications to this agreement mandated by state and/or federal law shall permit either party to request negotiations not later than thirty (30) calendar days after passage of initial legislation, enabling legislation, publication of regulations and/or appropriation legislation, whichever comes later.

ARTICLE 23. DURATION

- 23.1 Effective Dates. This Agreement and each of its provisions shall continue in full force and effect from July 1, 2004 through June 30, 2007.
- 23.2 The parties agree to reopen negotiations during the second (2005-06) and third (2006-07) year of the contract on the salary schedule and fringe benefits. The parties further agree that each may reopen on one (1) additional article. One additional reopener will be allowed each party upon mutual agreement.

ARTICLE 24. CONSULTATION RIGHTS

24.1 Consultation on Educational Matters. Upon request, the Program Director will meet and consult with the SRJC CFT regarding the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks and instructional materials.

24.1.1 When the annual program review is conducted or major changes in curriculum are planned, the SRJC CFT will be invited to meet and consult with the District (Program Director).

ARTICLE 25. AGREEMENT

- 25.1 The following Agreement has been reached between Sonoma County Junior College District (“District”) and the SRJC CFT (California Federation of Teachers, Local 1946).
- 25.2 This Agreement is entered into pursuant to Chapter 10.7 (commencing with Section 3540) of the Government Code.

Entered into this 28th day of June 2007.

Gordon Yaswen
President
SRJC CFT

Robert F. Agrella
Superintendent/President
**Sonoma County Junior
College District**

Terry Elverum
Field Representative
California Federation of Teachers