



Timeline in Contract by Subject Area

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NOTE: This is not intended to be a complete list of contract timelines and does not replace the thorough review of the original contract language. Please refer to the contract for detailed clarification.

PAYROLL DEDUCTIONS

2B.1 Procedures for Dues and Fair Share Service Fee Deductions:

15th of each month: FA notifies D of dues or other assessments/deductions or 1st of month if more than a few members are affected;

5th work day of each month following payday: D pays dues, fair share deduction, etc. to FA.

2G 15th of each month: FA notifies D of Changes to Dues, etc.

NEGOTIATION PROCEDURES FOR CONTRACT PROPOSALS

3A Timeline for Contract Proposals/Responses (sunshining):

No later than BOT meeting 8 months before C expires, FA submits initial list of Articles to negotiate at a public meeting;

Next regular BOT meeting: public hearing on FA proposals;

Next regular BOT meeting after public hearing on FA proposal, D presents its initial list of Articles to negotiate;

Next regular BOT meeting following presentation of its initial Articles to negotiate, BOT shall conduct public hearing on Articles to negotiate;

Following adoption of the response by BOT, negotiating teams mutually agree on time and date of first meeting.

FACULTY ASSOCIATION/DISTRICT RELATIONS

4H Dist/FA Meetings:

Within 5 work days of request of either party or reasonable time thereafter;

Both parties submit agenda at least 24 hours prior to meeting.

4I Reassign Time:

FA provides to Chancellor, appropriate Pres, VC of HR at least 30 days before beginning of Sem unit member(s) granted reassigned time.

4L Distribution of Agreement:

D puts on Internet within 30 days after it is effective.

4N Access to Information:

D responds to written request by FA Pres within 30 days of receipt;

FA responds to written requests from D within 30 days of receipt.

4O Access to Unit Member Information:

Max of 3 times a year;

D provides list of members of bargaining unit within 30 consecutive work days of request by FA.

4R FA Rights to Attend and Present at New Faculty Orientations:

FA Pres shall be notified of all new group Faculty orientations occurring at the beginning of each Sem.

GRIEVANCE PROCEDURES

7A.5 Automatic Deadline Extension (Grievances):

Any deadline extension falling on Sat, Sun or holiday will be extended to the following business day.

7A.8 Deadlines (Grievances):

Failure of the grievant to adhere to time deadlines means satisfaction with previous decision and waive right to appeal;

If manager fails to respond within timeline, grievant may proceed to next level of appeal within the prescribed timelines;

FA Pres and Chancellor or designee may extend deadline by mutual written agreement.

7A.11 Amendment of Grievance Prior to Filing Request for Arbitration:

Within 28 days of learning new information and as long as the new allegations relate directly to original Level Two written grievance;

Filing of amendment shall not affect timeline or grievance level.

7A.13 Grievance timeline suspensions:

Clock stops during Acad Year recesses and summer session and begin on 1st day unit member returns to work.

7B.1 Level One—Informal Grievance:

Within 28 days meet with manager;

Within 14 work days of meeting above, decision provided by manager.

7B.2 Level Two Grievance—President or Designee:

Within 21 days, if not satisfied with Level One decision, grievant may submit written grievance to the College Pres or designee (if assigned to D, grievance is submitted to the Administrator directly above the manager who heard the grievance at Level One). Pres of FA may also appoint Grievance Committee concurrently;

Within 14 days of receipt of written grievance, College Pres or designee meets with aggrieved, Grievance Officer, and one rep from Grievance Committee (if appointed);

Within 14 days after meeting, College Pres or designee gives written decision.

7B.3 Level Three Grievance—Chancellor or Designee:

Within 7 days of receipt of College Pres's decision, aggrieved requests meeting with Chancellor or designee, if not satisfied with resolution at Level Two;

Within 20 days of request, meeting occurs;

Within 15 days after meeting, Chancellor or designee gives written response.

7B.4 Level Four Grievance—Arbitration:

Within 20 days, FA sends written notice to Chancellor or designee that matter is being submitted to arbitration;

Request list of arbitrators;

Within 14 days receipt of list of arbitrators, selection process to pick one is followed.

ACADEMIC CALENDAR

8B Calendar: Deadline and Deadlock:

No later than Sept 10, Calendar Committee begins its work;
By Oct 1, Committee completes deliberations (deadline can be extended by mutual agreement).

8C.4 Grades Due Dates:

No less than 72 hours from 5:00 p.m. on the last day of finals (includes Summer and Inter-sessions).

FACULTY WORKING CONDITIONS

9A.2 Schedule Notification:

By end of Feb, barring unusual circumstances, every effort will be made to notify Contract and Regular Faculty of their assignment for following Acad Year.

9A.3a Section Cancellation Consultation:

5 work days prior notice to instructor orally written notice (by telephone, U.S. mail or email);
5 work days begins date mailed and postmarked.

9A.3b Bumping Rights (For Contract, Regular, and Temporary Faculty only when Class for Load is Cancelled):

Only before 1st class meeting and only if Load drops below Full-time after any non-banked load is used.

9B Syllabus Requirement (to appropriate Administrator):

By end of 1st full week of classes, syllabus for each course taught;
For short-term classes, submit at the end of the 2nd class meeting;
For online courses, submit at end of 1st week of classes.

9C.2 Health and Safety Complaints:

10 day resolution before appeal to College Pres;
30 days after College Pres aware, College Pres notifies in writing unit member and FA.

9C.6 Disruptive or Harassing Student Behavior:

Administration begins investigation within timeframe specified in the Student Discipline Process or within 10 working days;
Investigation or written notification written within 30 days;
Report shall be provided to unit member every 30 days until notification of outcome;
At the request of Faculty member, the Student Discipline Officer (SDO) will arrange a meeting with FA President and/or college Grievance Officer within 5 business days of notification by the Faculty member of continued disruptive harassing behavior.

9E.1 TB Testing:

Every 4 years by State Law;
D gives written notice 45 days before unit member required to submit TB test.

9L.2 Notification of Withdrawal for Extenuating Circumstances (“WE”).

Notify Instructor of Record within 5 work days of “WE” grade change petition.

9L.3 Notification of Grade Change From Office of Admission & Records (to Unit Member):

Within 20 calendar days of the grade change.

9L.4 Training in the Use of Electronic Grade Submission System:

During 1st term employment training shall be given to PT Faculty and PT shall be paid one (1) hour (21G.2)

9M.1 Reasonable Accommodation Procedure:

1 month prior to beginning of Sem unit member notify HR of need.

FACULTY WORKLOAD

10C.2 Final Exam Week:

5 work days prior written notice to appropriate Administrator to request to change venue.

10C.3 Alternative Duty (Consists of 4 CAHs or more and does not apply if part of Unit

Member's Primary Duty):

By Oct 1, notification of available positions is announced;

Oct 31 deadline to apply for available positions;

Positions shall be reopened every 3 years, which is the time limit a unit member can serve in such positions without reapplying.

10D.4d. Deadline for Production of Master Schedule for Counselors:

By end of 1st week of April (for Sum and Fall terms) Dean of Counseling produces master schedule;

By end of 1st week of Nov (for Spring Sem) Dean of Counseling produces master Schedule;

10 work days prior to above deadlines, counselors will provide their input.

10D.9 Workload Residual for Continuing Faculty (See 21F.3d.):

Up to 2 Acad Years to bring overage/underage back to 5 CAHs or less.

10D.10 Overloads:

End of 1st week in Dec when Regular/Contract Faculty shall request overload assignments.

10E.3 Large Enrollment Lecture Classes:

No later than 30 days after Census, pay or load shall be adjusted.

10F.3 Distance Education-related Working Conditions [See 21C.1g(2) and 10F.3a]:

Unit members shall be evaluated during their first Distant Education course;

End of 2nd week each Sem, VP of Acad Services shall identify list of online unit members to be evaluated and the evaluators—list to Administrators and FA for implementation.

LEAVES OF ABSENCE (LOA)

11A.2a. Sick Leave: Earning and Accumulating (For Full Time Load):

July 1 entitled to 10 days for next Acad Year.

11A.2e. Sick Leave Notification for Contract, Regular and Temporary Faculty:

Each month accumulated sick leave earned will be shown on monthly pay warrant.

11A.2g Eligible Sick Leave (From Outside District) for Contract/Reg/Temp Faculty:

From 1 year of the date of hire for D to accept transferred sick leave.

11A.4 Salary Deduction for Extended Leaves of Absence for Extended Illness/Accident (Contract/Regular Faculty):

If 5 months or less and used all accumulated sick leave, monthly salary will be adjusted;

If more than 5 months and used all accumulated sick leave, unit member placed on Leave

Without Pay for up to 1 year and then on 18-month re-employment list.

11A.5 Medical Verification of Illness (District May Require):

3 or more consecutive days or 5 or more cumulative days in a 30-day calendar period.

11F Parental Leave of Absence:

Eligible unit member is entitled to take up to 12 weeks of Unpaid Leave of Absence

(LOA) for childbirth preparation and/or postpartum infant care, including adoption.

11H.1 Military Service Leaves:

Eligible unit members shall be granted Military Leave consistent with existing law provision.

11I.1 Personal Leaves with Pay:

2 days prior written notification to College Pres.

11N.1b. Family & Medical LOA (Without Pay Eligibility):

12 months employment in D. (Requires at least 1250 hours employment in the past 12 months.)

11N.1d. Notice of Family & Medical LOA (Without Pay):

30 days advanced written notice to College Pres. and Chancellor or designee.

11N.1g. Periodic Reports of Family & Medical of LOA (Without Pay):

May be required as often as every 30 days as specified by immediate supervisor.

11N.2 Other Leaves of Absence Without Pay:

May be granted for up to 1 year at a time—written request/approval required by Pres, Chancellor, and BOT (LOA granted at the convenience of the College—no pay) not more than 2 years total;

90 days before termination of leave may request renewal up to 1 year of LOA—written request/approval to Pres, Chancellor and BOT (LOA = No pay/other benefits);

If granted LOA for 2nd year, must notify Pres no later than 6 months prior to start of the Sem in the following Acad Year normally expected to return to employment.

SABBATICAL LEAVES OF ABSENCE

12-1A.2d. Sabb Leaves Funding:

July 1 VPs of Acad Services advise VC of Business and FA of sabb replacements;
By Jan 15 and July 1, VC of Bus gives financial statements of Sabb Lv Fund to FA
and Sabb Leave Comm.

12-1A.4g. Sabb Leave Salary—Use of Workload Bank to Increase Salary:

By Sept 15 written request to VPs of Acad Services.

12-1A.6 Committee Letter of Intent to Apply for Sabb:

By April 1 (5:00 pm) of preceding Acad Year submit letter to OAS and by April 15 VPs at
each college send memo to each Full-time Faculty confirming receipt of letter of intent.

12-1A.7 Application for Sabb Leave:

By Sept 15 (5:00 pm) submit application to OAS;
On or before 1st BOT meeting in Jan or soon thereafter as practical, Chancellor
presents Sabb Leave applications to BOT;
March 1 deadline to notify applicants.

12-1A.9a. Acceptance of Sabb Leave Contract:

Sign by unit member within 10 days of receipt.

12-1A.9b. Sabb Leave Report:

Due no later than 60 days after return to active service and Committee completes review
no later than 60 days after beginning of following Sem.

12-1A.9h. Penalties for Non-Compliance with Sabb Leave Requirements:

7 Acad year waiting period before being eligible for another Sabb.

12-1A.9k. Recoupment of Sabb Leave Monies:

3 Acad years for repayment after return from one-year Sabb Lv;
3 Acad Sem for repayment after return from one-Sem Sabb Lv.

WORKLOAD BANK LEAVE OF ABSENCE (LOA)

12-2A.1d. Workload Leave Request Deadlines to Immediate Sup and Appropriate VP:

By March 15 for the following Fall Sem with notification for approval or disapproval by April 15;
By Sept 15 for the following Spring Sem with notification for approval or disapproval by Oct 15.

12-2A.2 Cancellation or Extension of Workload Leave Request to Appropriate VP:

By April 1 for Fall Sem;
By Oct 1 for Spring Sem.

12-2A.3 Frequency of Load Banked Leaves:

Once every 3 Acad Years.

12-2A.6.2. Cashing Out Banked Load:

30 calendar days before cash-out is desired a written request must be submitted to
appropriate VP.

FACULTY TRANSFERS

13A.3a.(3) Involuntary Faculty Transfers:

20 day notice before beginning of Sem;

75 day notice before beginning of Sem, if new prep is required.

13B.2a. Transfer of Manager not Previously Tenured in Dist as Faculty Member:

Hired before July 1, 1990;

Hired after July 1, 1990.

CONTRACT (UNTENURED) FACULTY EVALUATION

14C.9 Standards for Special Assignments/Coordinator as Part of Primary Duty:

Within 3 weeks of 1st day of service, written standards approved by appropriate VP.

14D. Untenured Faculty Evaluations—Frequency and Timeline of 4 Year Process:

1st year contract = one Acad year;

2nd year contract = one Acad year;

Last contract (3rd year) = two Acad years.

14D.1 Faculty hired in Spring:

Begin untenured review process in Spring with at least one class visit in the 1st Spring.

14E.1a. Level One Tenure Review Committee:

By Oct 1 FA observer assigned for Fall Sem—if not assigned, continue without observer;

By March 1 FA observer assigned for Spring Sem—if not assigned, continue without observer.

14E.1e. Level One Tenure Review Committee Changes:

By end of the first 2 Semesters of contract employment, Contract Faculty can request committee change of one member—excludes the Administrator.

14F.1 Professional Review Deadlines for Instructional Faculty [Note: requirement for Counselors is Oct 1 (14G.1), Librarians is Oct 1 (14H.1) and Special Assignment is Oct 1 (14I.1)]:

By Oct 1 for Fall hires and each Acad Year thereafter for 3 more years;

By March 1 for mid-year hires and Oct 1 thereafter for 3 more Acad Years.

14F.2a. Class Visits [Note: similar requirements/deadlines for Counselors (14G.2a), Librarians (14H.2a) and Special Assignments (14I.2a)] [See 21C.1g. for Online Course Evaluation]:

1st Yr Acad contract: three visits/observations occur in Fall Sem;

2nd Yr Acad contract: three visits/observations from Spring of 1st yr (after March 15th) thru Fall of 2nd yr (At least 1 visit shall occur in Spring Sem);

3rd Yr 2yr Acad contract: three visits/observations from Spring of 2nd yr (after March 15th) thru Fall of 4th yr;

By March 15 class visits must be completed for renewal of each contract period.

14F.2d. Summary of Student Surveys [Note: similar requirements for Counselors (14G.2e.), Librarians (14H.2d) and Special Assignments (14I.2d)]:

For 1st and 2nd Acad Year contracts, students surveyed minimum of 2 classes every Sem;

For 3rd 2nd Acad Year contract, students surveyed minimum of two classes in the two Fall Sem;

Forms retained by Level One Committee until end of Sem and then returned by Level Two Committee to Contract Faculty.

14F.2f. Report of Class Visit [Note: same requirements/deadlines for Counselors (14G.2f.), Librarians (14H.2e., and Special Assignment (14I.2f.):

By 15 work days after class visit/observation written report given to Contract Faculty.

14F.3 Appropriate Administrator Review [Note: same requirements/deadline for Counselors (14G.4), Librarians (14H.3), and Special Assignment (14I.3)]:

By Dec 1 appropriate Administrator Report forwarded to Level One Committee.

14F.5a. Initial meeting (Level One Committee) [Note: same requirement/deadline for Counselors (14G.6a.), Librarians (14H.5a.) and Special Assignment (14I.5a.)]:

By early Oct, initial meeting of Level One Committee should occur.

14F.5b. Interim Meetings (Level One Committee) [Note: same requirement/deadline for Counselors (14G.6b), Librarians (14H.5b) and Special Assignment (14I.5b)]:

Within 7 work days if possible performance deficiencies are detected, the Level One committee shall meet with Contract Faculty member;

Within 5 work days Contract Faculty member shall respond in writing to each deficiency after interim meeting(s).

14F.5d. Final Meeting (Level One Committee): [Note: same requirement/deadline for Counselors (14G.6d.), Librarians (14H.5d.) and Special Assignment (14I.5d.):

By end of Fall Sem final meeting shall take place.

14F.6 Level One Committee Report: [Note: same for Counselors (14G.7), Librarians (14H.6), and Special Assignment (14I.6.)

By Dec 16 Level One Report due to appropriate VP.

14J.3b. Level Two Committee Methods:

By the end of 2nd week of instruction of Spring Sem, the Committee submits its report and recommendation to the College Pres.

14K.2b Presidential Committee Methods(Constituted only if Level One and Level Two Committees disagree on their recommendation):

By Feb 15 makes its recommendations to Chancellor.

14L.4 Outcome Notification:

By March 15 Chancellor, through action of BOT, must notify Contract Faculty member of the decision of contract renewal, dismissal, or tenure.

REGULAR (TENURED) FACULTY EVALUATION

15C.9 Specific Standards for Faculty on Special Assignment/Coordinator as Primary Duty:

Within 3 weeks of the 1st day of service, standards approved in writing by VP.

15D Tenured Faculty Evaluations: Frequency/Timeline:

Every 3 Acad Years.

15D.2 Non-Scheduled Evaluation (Also See 15F.1b.):

Will take place out of the sequence from 3-year evaluation cycle.

15D.3 Timelines for Scheduled/Non Scheduled Tenured Faculty Evaluations [see 10F.3 and 21C.1g., for Online Course Evaluation and Payment:

Scheduled evaluations shall place within a single Sem with documents to VP at end of Sem;

Non-scheduled with 30 days of the date the appropriate VP became aware of issues indicating need for improvement;

Peer Review Report submitted to unit members by end of the Sem. If one member of the Peer Review Committee does not complete his/her duties during assigned Sem, the outstanding evaluation shall be completed during the following Sem.

15E. Evaluation Components and Procedures:

Schedule of Tenured Faculty to be evaluated submitted by appropriate Administrator to appropriate VP by end of 3rd week of Acad Year.

15F.2a. Committee Responsibilities—Class Visit/Observation Report:

To evaluate within 20 work days from completion of class visits or appropriate observation.

15.F.2a.1. When Difference of Opinion on Class Visit Performance:

Another class visit by 2 committee members and report to evaluatee within 20 work days.

15F.2a.2. Performance Deficiencies after Class Visit/Observation Report:

Administrator makes a class visit and observation report to evaluatee within 20 work days.

15F.2e. Peer Review Summary:

20 work days after completion of class visits or observation report, a summary report prepared by committee;

Evaluee has 10 work days to respond in writing after completion of Peer Review Summary.

15I. Tenured Faculty Evaluation Timeline and Limitations:

1 Sem to completed evaluation process is the expectation.

PERSONNEL RECORDS AND FILES

16-1Dc. Derogatory Information (Personnel Records and Files):

Within 10 bus days, Faculty member informed of D intent to place derogatory information in Personnel File;

Within 30 days, supervisor will meet with Faculty member and consider comments.

16-1D.1 Documents Not Placed in The Personnel File (Administrative File):

Information in administrative file may be retained for duration of evaluation cycle or for 6 months, whichever is greater.

16-1D.2 Time Limit to Maintain Derogatory Information:

After 4 calendar years unit member may request that derogatory information be removed from Personnel File;

If D denies request and there has been no instances of similar conduct, unit member shall have the right to have the documents sealed.

INVESTIGATIONS OF UNIT MEMBERS

16-2.4 Notice of Investigation and Completion of Investigation (see 16-2.6):

No later than 5 bus days before appointment, employee under investigation shall be sent an Employee Notification Form;

16.2.6 Completion/Investigation/Notice of Completion.

Every effort will be made to complete the investigation within 90 days of when D first received the complaint or information triggering the investigation and status report will be given will be given to Faculty member.

DISPOSITION OF COMMUNITY COMPLAINTS AND STUDENT GRIEVANCES

16-3.1C. Disposition of Community Complaints:

Complaint given to Faculty member as soon as possible but no later than 10 instructional days after receipt.

16-3.2B. Disposition of Student Grievances:

Grievance given to Faculty member within 10 instructional days after receipt unless grievance relates to a class where the grievant is currently enrolled, in which case the grievance will be provided to the Faculty member 10 week days after the grades for the class are filed.

SUMMER SESSION AND INTER-SESSION ASSIGNMENT

17. For Regular and Contract Faculty have until the end of 1st week in Dec to request overload assignments (see Article 10D.10b).

PART-TIME FACULTY WORKING CONDITIONS

18A.1 PT Faculty—Notification Contract/Temporary Faculty Vacancies:

60 days or sooner before beginning of each Sem, inter-session, or summer session.

18B.1a.1. PT Faculty Seniority:

Within 2 work weeks of request, FA retains right to review Seniority List.

18B.1a.2. PT Seniority List Posting:

On or before October 15;

PT Faculty have 2 work weeks from posting to contest in writing to appropriate Administrator their placement.

The final Seniority List will be stamped and posted on or before November 10.

18B.1b.PT Faculty Provision Lottery Number:

New PT unit members will be given a provision lottery number for the first 2 Semesters (Fall, Spring) of employment. The lottery draw will occur no later than Sept 15 for Fall; February 15 for Spring; and second week of Summer or Inter-session;

If a "Satisfactory" evaluation has been received or no evaluation has occurred, the new PT unit member will be moved to the appropriate college discipline Seniority List after 2 Semesters.

18B.1f. PT Assignment Preference and Availability Form:

PT unit member shall complete an Assessment Preference and Availability Form each year for the subsequent Academic Year;

No later than end of 1st week of Dec mailed by appropriate Administrator (may use campus email);

PT unit members hired after 1st week of Dec shall be given opportunity to submit the above form within 2 weeks of hire.

Jan 5 of following calendar year is the deadline to return to appropriate Administrator (may use campus email);

Appropriate Administrator shall keep the form for 1 Academic Year, after course is offered and produce it within 5 work days if requested by PT Faculty member.

18B.1g. PT Assignment Guidelines:

The appropriate Administrator may reserve up to twenty percent (20%) of the total PT Faculty equivalent Faculty (FTEF) remain to the discipline to assign at his/her discretion. [See Art 18B.1d.];

72 hours to accept the assignment.

18B.1g.3. PT Assignments Offered within Thirty (30) Days of Start of Assignment:

Must respond within 24 hours; and, if no response, appropriate Administrator shall follow order of seniority in offering the assignment.

18B.1g.4. Guidelines Specific to Counseling and Library Faculty:

For Summer Session and Inter-session, Counseling Faculty will be limited to a maximum of 28 hours per week and Library Faculty to a maximum of 33 hours per week, regardless of the number of weeks the unit member works.

For Fall and Spring, Counseling Faculty will be limited to an aggregate of 280 hours and Library Faculty aggregate of 335 hours during the Sem.

18G. Notice of PT Faculty Sick Leave Accumulated:

With each monthly pay warrant.

18H. FT Faculty Bumping of PT Faculty for Meeting Load Because of Class Cancellation:

Must occur before 1st class meeting of PT Faculty.

18H.1 Compensation in the Event of Class Cancellation:

PT Faculty shall be paid for the 1st week of an assignment when classes cancelled, less than 2 weeks before beginning of Sem.

18.1.f. PT Faculty Evaluations Guiding Principles:

Results of the evaluation are due within 15 work days of the observation visit.

18.1.2 PT Faculty Evaluation Timeline (Also see 18.1.6 for Evaluation Requirement for FT Faculty Teaching Overload Outside of their Primary Discipline):

Evaluation, including student evaluation, must occur during 1st Sem of employment in each discipline in which PT Faculty member teaches;

Thereafter, at least every 3 calendar years after 1st Sem evaluation;

If 2-yr break in service, evaluation required during 1st Sem of reemployment.

18.1.2a. PT Faculty Evaluation—Needs Improvement Status:

Within 15 work days after PT Faculty receives evaluation, evaluation forwarded to appropriate Administrator;

Appropriate Administrator meets with evaluator and PT Faculty within 15 work days after receiving evaluation, PT Faculty will be re-evaluated within the next term in which a Faculty member assignment—evaluation will be performed by different evaluator;

If a subsequent re-evaluation results in a final summary of “Needs Improvement” or “Unsatisfactory”, the unit member will be removed from or not placed on Seniority List.

18.1.2b. PT Faculty Evaluations—Unsatisfactory Status:

Unsatisfactory evaluation shall be forward to appropriate Administrator within 15 work days of the observation visit;

Appropriate Administrator will convene a meeting with PT unit member, evaluatee, and the evaluator within 15 work days of receiving written evaluation;

A second evaluation will normally be performed within 15 work day after the above meeting and the second evaluation will be done by another evaluator.

18I.3 Additional Evaluations:

Management reserves the right to conduct more frequent evaluations.

18I.4 Student Evaluations:

Student evaluations distributed when PT Faculty evaluation is done;
End of Acad term after Grades have been submitted, student evaluations returned to PT Faculty by appropriate Administrator.

18I.7g. Additional Standards for PT Faculty on Special Assignment:

Within 3 weeks of 1st day of service, specific standards for Special Assignment will be approved in writing by appropriate VP.

18I.8 Training for Evaluators:

By the end of 5th week of the Acad Year, each appropriate Administrator shall submit to appropriate VP schedule for conducting PT Faculty training.

18J.3 67% Law Exclusion:

See Section for definition of exclusions.

18J.5 PT Faculty Office Hours Notice of Intent:

During 1st week of Sem, PT Faculty submits to appropriate Administrator the time/location of office hrs, if applicable, on their syllabus.

18J.6 PT Faculty Office Hours Syllabus Requirement:

All PT elect to take a paid office hour(s) must state the time and place of the office hour in the appropriate course syllabus which must be on file within the appropriate Administrator's office. Office hours not calculated into the maximum workload of 67%.

18T. PT Faculty Required Professional Responsibility Hours:

Professional responsibilities listed in Article 18I.7e. shall be considered to represent 1 hour per Sem per CAH.

18W Personal Necessity Leave for PT Faculty:

Sick leave hours accrued by a PT unit member may be used in case of personal necessity for the purposes defined in Articles 11B.1 and 11B.2.

PRE-RETIREMENT REDUCTION OF ANNUAL LOAD

19A.3a Applying for Pre-Retirement Reduction in Annual Workload (FT Faculty Only):

By Nov 1 of the Acad Year prior to the Acad Year when pre-retirement becomes effective.

19A.6 Duration of Pre-Retirement Reduction in Annual Workload (FT Faculty Only):

1 Acad Year minimum and 10 Acad Years maximum.

EMPLOYEE BENEFITS

20A.1a. Group Plan Coverage:

30 days of open enrollment for benefits.

20A.1b. Pre tax IRS 125 plan:

A minimum 30-day notice (US Mail) by D of annual application deadline.

20A.5a. Effects of Leave on Benefits:

LOA Without Pay in excess of 30 calendar days in any Acad Year are not generally entitled to extension of health and welfare benefits but may continue in existing group insurance at their own expense (some exceptions).

20A.5c. Timing of Group Benefits:

Benefit effective first day of calendar month following when service to D begins;
Group Benefits terminate at the end of the calendar month in which service ends or LOA Without Pay in excess of 30 calendar days begins;
Group benefits continue at the same rate through June, if unit member terminates their employment after working complete Acad Year.

20A.6b. Medical Benefits for Eligible PT Faculty:

Must enroll annually;
2 enrollment periods: Fall and Spring.

20A.6c(2) Monthly Premium Deductions for PT Faculty Medical Benefits:

Monthly premium deducted from PT Faculty monthly paycheck;
Payment due to D by 10th of the following month for those months PT Faculty does not receive monthly paycheck.

20A.6c(3) Premiums Billing for PT Faculty:

By 10th of month, D bills for premiums in excess of 50% due to D by 10th;
If payment not received by 10th of month following notification, D cancels med benefits;
If not fully paid within 30 days from date of notification, past due premiums will be debited from future earnings.

20B.2 Group Medical Benefits for Retirees Hired before April 1, 1986—Length of Service

Required:

5 years of Full-Time Service immediately preceding retirement.

20B.5a. Notice of Intent to Retire:

Eligible unit members who provide notice of Intent to Retire shall begin receiving retiree benefits upon the earlier of the following: the effective date of retirement or July 1 of the summer immediately following the member's last Academic Year of work.

20B.5b. & 20C.4a. District Coverage for Retiree Upon Reaching Age 65—Required Enrollment

In Medicare Parts A, B, & D:

Must enroll by age 65 (including spouse or approved domestic partner).

20B.6 & 20C.9 Changing Insurance Plans—Open Enrollment Period:

30 days before open enrollment period, D notifies by mail all retirees.

20B.11a. & b. Out-of-Country Retirement Med Benefits (Applies only to Unit Members

Employed Before April 1, 1986):

60 days prior to establishing permanent residence outside U.S, D must be informed in writing;
An annual contract for foreign medical coverage for 1 Fiscal Year must be sent to D before payments are paid.

20B.11c.2. Retiree's Medical Benefit Responsibility When Out-of-Country (Applies only to

Unit Members Employed Before April 1, 1986):

Each calendar quarter must notify D in writing of need for continuing med coverage.

20B.11c.4. Retiree's Returning to US as Permanent Resident and Medical Coverage

(Applies only to Unit Members Employed Before April 1, 1986):

31 days after D receives written notice retiree will be allowed back into a medical plan.

20C.9 Change in Plans and/or Carriers:

At least 30 days before annual enrollment period, D will notify all retirees.

20E. Medical Coverage for Retirees Due to Disability:

See this article for eligibility and coverage.

20F. Continuation of Benefits Upon Death of Unit Member:

D will continue benefits under 20A.1 for eligible dependents through end of the next month following 120 calendar days following death of unit member.

SALARY SCHEDULE AND PLACEMENT

21B. Salary Schedule after Academic Year 2013-14:

D & FA agree to meet within 45 days after Governor signs State Budget to improvement and wages for 2014-15.

21C.1g. Salary Schedule—Pay for Online Course Evaluation & Training (see 10F.3):

By 2nd week of the Sem, VPs of Acad Services at each college will identify Faculty to be evaluated and evaluators—list to Administrators and FA.

21D New FT Faculty Initial Placement on Salary Schedule:

120 days to get credit for previous employment from date of hire.

21D.2b Salary Placement Challenge Deadline:

If change of initial placement, effective with next pay warrant;
D shall respond to placement challenge within 30 days of the challenge & have a definitive answer within 30 days of receipts of all verifying documents.

21E.1 Step Advancement

One step advancement for each completed Acad Year of service (must have average of 56% or more service assignment);

21E.1a Mid-Year Hires

Mid-year hires advance step in middle of each Acad Year.

21E.3 Column Advancement on Salary Schedule for FT Faculty:

After initial placement, columns changes are determined by the Chancellor or designee and are effective 60 days after receipt of official documentation.

21F Payment of Salaries for FT Faculty:

21F.1 Hired prior to 1991-92—12 equal payments, beginning July 31 and last on June 30;

21F.2 Hired 1991-92 or back from unpaid leave--10 or 12 equal payments based upon when it has been earned—first on Aug 31 and last on July 31.

21F.3a. Repayment of Unearned Salary due to Termination by Death:

Must be paid back within 6 months of the date of unit member's death.

21F.4d Pay Method by the Course for PT Faculty/Overload Assignments:

5 equal installments for Sem courses with payment beginning end of 1st month of service.

21H.2a. Recalculation of Initial Step Placement for PT Faculty:

Within 45 days after begin of Sem, PT Faculty submit request for revised step placement.

21H.3a Verification of Experience for Step Placement for PT Faculty:

Within 45 days of hire, D sends form with timeline for PT Faculty to verify experience.

21H.3d. Documentation of Experience:

If more than 90 days have passed since D notification for documentation, revised step placement shall be effected beginning with unit member's next term assignment.

21J. Extra Hours Compensation—Intercollegiate Athletics, Forensics, Newspaper Prod Advisor Options:

Dec 30 of the Acad Year preceding the next Fall Sem is the deadline to select Option 1 or 2.

FACULTY SERVICE AREAS (FSA)

22D.5 Application Deadline for New or Additional FSA:

Feb 15 to be submitted to appropriate VP.

22D.6 Academic Credential Verifications:

By March 15 appropriate VP verify and issue its decision of FSA eligibility.

22D.9 Notice of Denial of FSA Application:

By March 15 denial of FSA forwarded in writing to unit member along with deadline to file appeal to D Equivalency Committee.

22E.4 FSA Appeal Timeline:

14 days after notification of denial of FSA to file appeal to D Equivalency Committee.

22E.7 Decision Timeline for Dist Equivalency Committee:

14 days to reach decision after appeal has been filed.

22E.8 Grievance of FSA Denial by Dist Equivalency Committee:

14 days after FSA denial to file Level Two grievance.

DISCIPLINE

24B.4 Discipline Other Than Dismissal—90 Day Notice:

90 day notice and other Ed Code procedural requirements don't apply to this section.

INTELLECTUAL PROPERTY

27B.2 Intellectual Property—Ownership Rights of the District:

If D doesn't exert ownership in 3 calendar yrs of its ordered/funded projects, ownership can revert to Faculty originator.

RETRAINING LEAVE OF ABSENCE (LOA)

28A.2 Eligibility for Retraining Leave of Absence:

At least 4 Acad Years of employment in D as a regular unit member.

28A.4 Application for Retraining Leave Reviewed by Appropriate Administrator and Appropriate VP and Filed with Appropriate College Pres:

Oct 1: Spring Sem;

April 1: Fall Sem.

28A.8 Retraining Leave Service Obligation:

Serve D equal to twice the length of Retraining Leave.

28A.11 Retraining Leave Report:

Within 60 days after returning to D service submitted appropriate College Pres.

STAFF DEVELOPMENT

29D. Staff Development--Failure to Complete Flex Time Obligations:

By June 1 of every Acad Year for every 6 hr block of time not fully accounted for, one sick day shall be deducted.

29D.3 Variable Flex Activity That Extends Beyond the Academic Year:

With prior approval of appropriate Administrator, Variable Flex deadline can be extended to June 30 to complete the activity without penalty.

29E.3 Request for Conference and Honorary Leave of Absence Application:

At least 45 days in advance to the College Pres.

REDUCTION IN FORCE

31B. Notice to FA by Dist of any Reduction in Force:

By Feb 1, including list of potentially affected programs.

31D. Layoff Notice to Affected Faculty:

Pursuant to Education Code.

NON-DISCRIMINATION

32C. Non-Discrimination: Protections and Processing of Complaints:

Within 15 work days after receipt, process shared with filing unit member and FA Pres.

GLOSSARY

Acad = Academic

BOT = Board of Trustees

C = Contract

CAH = Calculated A Hour

D = District

FA = Faculty Association

FT = Full-time

HR = Human Resources

LOA = Leave of Absence

Lv = Leave

OAS = Office of Academic Services

OSS = Office of Student Services

Pref = Preference

Pres = President

PT = Part-time

Sabb = Sabbatical;

Sem = Semester

VC = Vice Chancellor

VP = Vice President