



Chaffey Community College
Chaffey College Faculty Association

**1988-1990
AGREEMENT**

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- 1.1 This Agreement, when adopted by the Governing Board shall remain in full force and effect from April 1, 1988, up to and including December 31, 1990, and thereafter shall continue in effect year by year unless one of the parties notifies the other, in writing, no later than October 1, 1990, of its request to modify, amend, or terminate the Agreement.

Signed and entered into this 28th day of April, 1988.

/s/William Bescoby

William Bescoby
President, Governing Board

/s/Woodford Martin

Woodford Martin
President, CCFA

/s/Paul Treadway

Paul Treadway
Vice President, Gov. Board

/s/Frank Pinkerton

Frank Pinkerton
CCFA Negotiations Committee

/s/James Barton

James Barton
Secretary, Governing Board

/s/Erna Noble

Erna Noble
CCFA Negotiations Committee

/s/Isabel Scully

Isabel Scully
Member, Governing Board

/s/Art Sheppard

C. Arthur Sheppard
CCFA Negotiations Committee

/s/Robert Edmonson

Robert Edmonson
Member, Governing Board

ARTICLE II RECOGNITION

- 2.1 The District hereby acknowledges the Chaffey College Faculty, herein known as the Association as the exclusive representative for all certificated employees contained in the May 8, 1980, voluntary recognition document, except as hereby amended to exclude Developmental Disabilities Specialist, Physical Disabilities Specialist, Learning Disabilities Specialist, Health Services Specialist, EOP&S Specialist, Director of Athletics, and Student Activities Specialist.
- 2.2 The above named Specialists shall not teach a greater load than was assigned them in the 1981-82 school year.

ARTICLE III DISTRICT RIGHTS

- 3.1 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 rights to;
- a) Determine its organization
 - b) Direct the work of its employees;
 - c) Determine the times and hours of operation;
 - d) Determine the level, means, and kinds of services to be provided;
 - e) Establish its educational policies, goals, and objectives;
 - f) Insure the rights and educational opportunities of students;
 - g) Determine staffing patterns;
 - h) Determine the number and kinds of personnel required;
 - i) Maintain the efficiency of District operations;
 - j) Determine the curriculum;
 - k) Build, move, or modify facilities;
 - l) Establish budget procedures and determine budgetary allocation;
 - m) Determine the methods of raising revenue;
 - n) Take action on any matter in the event of an emergency. (Emergency is a sudden, generally unexpected, occurrence or occasion requiring immediate action which affects District facilities or equipment or otherwise involves an act of God or specific governmental order requiring the District to take certain action or refrain from taking certain action.)
 - o) The Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.
- 3.2 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 judgement

and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms are in conformance with law.

ARTICLE IV ASSOCIATION RIGHTS

4.1 Use of Equipment

The Association Officers and no more than ten (10) specifically authorized members shall have use without charge of District typewriters, duplication equipment, calculation equipment, and audiovisual equipment. Data processing equipment located in divisional or departmental offices may be used by the Association exclusive of times when such equipment is being used for District purposes. The Association's officers may use existing telephones provided it reimburses the District for the cost of toll calls. Reasonable usage of other equipment may occur upon mutual agreement with the District. The Association shall be allowed to use the lithographic services of the District provided that the actual costs are paid by the Association and that the Association adheres to established procedures of the Lithography Department.

4.2 Association Communications

The Association shall be entitled to use one third of the space available on each existing District bulletin board. The Association shall have the right to use the college mail distribution system for Association communications and shall be provided access to all faculty mailboxes for such use through appropriate methods.

4.2.1 All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a signed authorization by the Association President or his/her designee.

4.2.2 Association postings and distributions of information shall not discriminate in any way against any of its members, any employee, or application for employment based on race, color, religious creed, sex, national origin, ancestry, handicap, or medical condition. The Association shall be directly and solely responsible for any violation of law occasioned by Association use of the District bulletin boards and mail system.

4.2.3 The Association releases the District and its representatives from any liability which arises from Association literature or postings.

4.3 Names and Addresses of Faculty

Upon written request by the Association President or designee, the Executive Director of Personnel Services shall provide the names and job titles of all full-time and part-time faculty members by division or relevant work unit to the Association within 25 working days of the first day of each fall term. Home addresses and telephone numbers (unless restricted) of all full-time and part-time faculty members shall be provided to the Association provided the Association submits to the District written certification from the Association that such employees have authorized the District to release the requested information. An update shall be provided to the Association noting additions and deletions of certificated staff in the unit within 20 working days of the beginning of each winter and spring quarter.

4.4 Names of Association Officers

The Association shall provide the Executive Director of Personnel Services the names of all officers of the Association within twenty (20) working days after election or appointment.

4.5 Association Business

Elected officers and appointed committee chairpersons of the Association shall be free to conduct Association business, including processing grievances and conducting official meetings, on college property in accordance with Subsection 4.6 below pertaining to the "Use of Facilities." Association activities will be conducted so as to not interfere with the intended educational process.

4.6 Use of Facilities

The Association shall apply for facilities usage pursuant to established procedures in the Extended College Office.

Use of District facilities by the Association shall conform to the following regulations:

4.6.1 The Association may, subject to availability, use District facilities for Association-related meeting and activities. Such facility usage may not interfere with the educational or administrative functions of the District.

4.6.2 The use of facilities by the Association shall be free of charge. Charges will only be made to cover District expenses directly occasioned by the facility use. Such charge shall include, but are not lim-

ited to nonroutine security and custodial costs as well as costs for materials consumed.

4.6.3 In the event that the Association is denied approval for facility use, approval shall be granted for use of an alternative time or facility provided that the Association shall be granted such use at a time within 48 hours of the originally requested use.

4.6.4 The Association is fully responsible for all loss or damage to District property during the period of use of such property.

4.6.5 All books, pamphlets, posters, and other items of literature which may have been used or distributed during a period of use must be removed at the end of the use period.

4.6.6 No law or District policy relating to facilities usage shall be violated during the occupancy of District facilities.

4.6.7 The Association is responsible for the removal and proper disposal of all decorations, props, equipment, or such other devices as it might use in connection with an event. All are to be removed as soon as practicable after the event, but, in any event, not later than 8:00 a.m. of the next school or business day.

4.6.8 The Association is responsible for the return of facilities in the same condition as they were at the time of entry except for normal sweeping and final disposal of trash.

4.6.9 Use of District facilities by the Association shall be subject to approval of the Association's President or his/her designee.

4.7 Board Agenda

The Association President or his/her designee will be guaranteed a place on the Agenda at each regular Board meeting, but not at the table.

4.8 Association Released Time

For the length of this Agreement, the Association shall be granted six (6) teaching units per quarter (or the equivalent for non-teaching faculty) reassigned time. During only those terms in which negotiations occur, eight (8) additional units (or the equivalent for non-teaching faculty) shall be granted to those persons serving on a Negotiations Committee. By no later than fifteen (15) days following the signing of this Agreement, the Association will designate in writing to the

Superintendent/ President each designed employee who is to received reassigned time.

- 4.9 The District shall consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent that such matters are within the discretion of the public school employer under the education code and Government Code Section 3543.2.

ARTICLE V GRIEVANCE PROCEDURE FOR CERTIFICATED BARGAINING UNIT EMPLOYEES

5.1 Definitions

5.1.1 "Grievance" A "grievance" is an allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this Agreement.

5.1.2 "Grievant" A "grievant" may be any certificated bargaining unit employee of the District covered by the terms of this Agreement who alleges that he/she has been adversely affected by a violation of the specific provisions of this Agreement. The grievant may be accompanied by a representative of the Association at any level or step in the grievance process.

5.1.3 "Day" A "day" is any day in which central administrative offices of the District are open for business.

5.1.4 "Immediate Supervisor" The "immediate supervisor" is the lowest level supervisor or administrator having immediate jurisdiction over the grievant who has been designated to adjust grievances by the Superintendent/President.

5.1.5 "Timelines" An extension of "timelines" as specified in Paragraph 5.2.2 "Formal Levels" may be extended by mutual agreement between the Executive Director of Personnel Services, or designee, and the appropriate Association representative, provided such request is made prior to the expiration of the stipulated timelines. Extensions during the summer months and/or at times when classes are not in session shall receive automatic approval provided such requests are timely made.

5.2 Procedure

5.2.1 Informal Level Within ten (10) days after the grievant becomes aware of the occurrence of the act or omission giving rise to the grievance and before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor and/or the person occasioning the grievance, who shall respond to the grievant within five (5) days. If the recipient of the grievance does not respond within the time limit, the grievant may file a formal grievance.

5.2.2 Formal Levels

Level I

If the grievant is not satisfied with the decision at the informal level, the grievant must within ten (10) days present his/her grievance in writing on the District's grievance form to his/her immediate supervisor or the person occasioning the grievance.

This statement shall be a clear, concise statement of the grievance, the circumstances involved, the specific contract provision allegedly violated, the decision rendered at the informal conference, and the specific remedy sought.

The recipient of the grievance (i.e., the immediate supervisor or person occasioning the grievance) shall communicate his/her decision to the employee in writing within five (5) days after receiving the grievance. If the recipient of the grievance does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits, the recipient of the grievance may request a personal conference with the grievant with stipulation that the grievant may be accompanied by the Association.

Level II

If the grievant is not satisfied with the decision at Level I, he/she may within five (5) days appeal the decision on the appropriate form to the Superintendent/President or his/her designee.

This statement shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal.

The Superintendent/President or his/her designee shall communicate in writing his/her decision to the grievant within five (5) days. If the Superintendent/President or his/her designee does not respond within the time limits provided, the grievant may proceed to arbitration.

5.3 Arbitration

If the grievant is not satisfied with the decision at Level II, he/she may within five (5) days submit a request in writing to the Association requesting binding arbitration of the dispute. Within fifteen (15) days of the receipt of the grievant's request, the Association shall review the request and notify the grievant and the District that it wishes to submit or not submit the grievance to arbitration.

The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, the District shall request the American Arbitration Association to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the grievant. All other expenses shall be borne by the party incurring them.

The arbitrator shall, as soon as possible, hear evidence and render a decision on the grievance submitted to him/her. After hearing the grievance, the arbitrator shall within thirty (30) days submit in writing to all parties his/her findings and decisions.

The arbitrator's decision shall be final and binding.

The arbitrator will have no power to add to, or subtract from, or modify the terms of this Agreement or the policies and procedures of the District.

5.3.1 Computation of Timelines — Except for the initiation of the grievance at the informal level, timelines begin with the date the response is received by the grievant if personal service has been obtained, or if the United States Postal Service is utilized, two (2) mail service days after the date imprinted by the Postal Service on the envelope containing the communication.

5.3.2 Failure of the grievant (or the Association pursuant to Section 5.3) to meet the time limits provided for in this contract article shall be deemed a withdrawal of the grievance.

ARTICLE VI LEAVE PROVISIONS

Any bargaining unit member with justifiable reason may, upon request, be granted a leave of absence by the Board.

No leave of absence may extend beyond the close of the current school year except by renewal by the Governing Board. A unit member who has been on leave for one (1) year will not be eligible for a renewal, except as recommended by the Superintendent/ President and approved by the Board. The member's salary is computed upon a per diem basis.

Unless otherwise specified by the District, each unit member on leave must notify the District by February 15 as to whether he/she will return to employment for the following year. j Such notification will be binding on the District and the bargaining unit member, and failure to notify the District on or before February 15 or failure to subsequently fulfill the commitment made on February 15 will be considered a voluntary resignation unless unusual circumstances warrant reconsideration by the Governing Board.

6.1 Sick Leave

6.1.1 Each full-time employee is entitled to one (1) day sick leave for each month of paid service. The allocation of accumulative sick leave shall be made at the beginning of the school year or contract period (if less than a school year). Accumulated sick leave earned by a newly hired faculty member in other school districts will be transferred, on request to this District and credited to the faculty member in accordance with the requirements and procedures of the California Education Code.

Unused sick leave may be accumulated, but is not retroactive before July 1, 1950.

Sick leave benefits shall be cancelled with the District when an employee severs official employment with the District. Sick leave benefits may be transferred to other public school employment.

When absent due to illness, employees will be paid as though working until accumulated sick leave has been used.

When sick leave has expired, an employee will be paid for a period not to exceed five (5) months the difference between his/her salary and that paid to a substitute.

Hourly teachers earn sick leave benefits, applicable to hourly assignments only, on the basis of one absence per quarter or summer session for each assigned class.

Sick leave may be used for illness in the immediate family, not to exceed three (3) days, if services or presence of the employee is necessary for critical illness of mother, father, daughter, son, wife, or husband. If sick leave is used for illness in the immediate family, the time off will be deducted from accrued sick leave. An extension of absence may be granted at the discretion of the Superintendent/ President, subject to the approval of the Governing Board.

6.1.2 Filing of Absence Reports. To receive credit for absence under these sick leave policies, the unit member shall complete the District's absence report form on the day the unit member returns to work. In case of absences of five (5) days or more, a certificate of illness or injury must be presented to the Executive Director of Personnel Services' Office, signed by a regularly licensed physician and/or a medical authorization to return to work.

If there is reason to believe that there has been a misuse of sick leave, the Executive Director of Personnel Services or his/her designee may require the unit member to provide a medical verification for an absence of any duration.

6.2 Pregnancy/Disability Leave

6.2.1 Unit members are entitled to use sick leave for disabilities cause or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or non-medical preparation for child bearing, but shall be limited to those disabilities set forth above. The length of such pregnancy disability leave, including the date on which the leave shall commence and the date on which duties are to be resumed, shall be determined by the unit member and the unit member's physician.

6.2.2 Unit members are entitled to leave without pay for disabilities because of pregnancy, miscarriage, childbirth, ore recovery therefrom when sick leave provisions have been exhausted. The date on which the employee shall resume duties shall be the day after the disability is terminated as determined the unit member on leave and the unit member's physician. The Executive Director of Personnel Services through the unit members immediate supervisor shall be informed with reasonable advance notice of the anticipated date of return.

6.3 Industrial Accident Leave

6.3.1 A unit member who is absent from duty because of illness or injury resulting from an accident or condition which qualifies under Occupational and Workers' Compensation Insurance shall be granted an occupational leave not to exceed (60) days for the same accident in any one fiscal year. Occupational leave shall be granted from the first day of disability but shall not extend beyond the last day for which temporary disability indemnity is received from the District Workers' Compensation Insurance Administrator. When the leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due to him or her for the same illness or injury.

6.3.2 Only absences which are supported by a doctor's certificate and have been verified by the District Workers' Compensation Insurance Administrator to be the result of a work-connected injury or illness can be paid under the occupational leave policy. Any absence that cannot be so verified shall be charged against the employee's personal illness leave or other appropriate leave.

6.3.3 Should the employee's absence due to an occupational injury or illness extend beyond sixty (60) days, the employee shall be entitled to use accrued personal illness leave until temporary disability benefits cease, until he or she returns to duty, or until personal illness credits have been used up, whichever is sooner.

6.3.4 During any period an employee is receiving only his/her regular salary from the District, the employee is required to endorse over to the District all temporary disability benefits received from the District Workers' Compensation Insurance Administrator. Charges to the employee's leave balances shall be as follows:

- a) Occupational leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid by the District Workers' Compensation Insurance Administrator.
- b) Personal illness leave shall be reduced only by that amount necessary to provide a full day's salary when added to temporary disability benefits.

6.3.5 An employee who is absent because of a work-connected injury or illness shall not be entitled to receive wages or salary from the District which, when added to temporary disability benefits, will exceed his/her full salary during the period of his/her absence.

6.3.6 An employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.

6.3.7 When all available leaves of absence, paid or unpaid, have been exhausted, and if the employee is not medically able to assume the duties of his/her position, he/she may be placed on unpaid leave of absence, at which time he/she shall be granted paid health insurance benefits in the same manner as though he/she were an active regular employee of the District.

6.4 Personal Necessity

6.4.1 A unit member may use up to six (6) days of accumulated sick leave per year as personal necessity.

6.4.2 A personal necessity is defined as an activity which is serious in nature, cannot be reasonably disregarded, can only be performed during the normal school day, and cannot be performed before or after regular school hours. Death in the family, serious illness or accident involving the unit member or his/her property or a member of his/her immediate family, certain types of medical and dental services, or other compelling personal reasons are included as personal necessity leave. Absences for social or recreational activities, departing early or returning late for duty, are not defined as personal necessity.

6.4.3 Under no circumstances shall personal necessity leave be used by the employee to participate in Association activities or concerted job action as outlined in Article XI.

6.4.4 The use of this leave due to a death in the immediate family would be in addition to bereavement leave set forth in Section 6.5 below.

6.4.5 The unit member may be required to submit a written statement to substantiate the personal necessity leave.

6.5 Bereavement Leave

No deduction in salary or sick leave entitlement shall be made for absence due to death in the immediate family. The term "immediate family" means the following persons: mother, father, grandmother, grandfather or grandchild of the employee or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the imme-

diate household of the employee. Not more than three (3) days' absence or five (5) days if out of state travel is necessary, shall be allowed under this section.

An extension of the absence may be granted at the discretion of the Superintendent/President, subject to the approval of the Governing Board.

6.6 Judicial Leave

Judicial leave shall be granted without loss of pay when the bargaining unit member must respond to a subpoena for jury duty or is officially required to appear on behalf of school district litigation. Jury fees will be endorsed back to the District.

6.7 Legislative Leave

A bargaining unit member elected to the Legislature shall be granted an unpaid leave of absence from his/her duties as an employee of the District. The unit member shall notify the District of his/her intention to return at least twelve (12) weeks in advance.

6.8 Sabbatical Leave

A maximum of 5% of the regular full-time certificated teaching staff in the bargaining unit may be permitted sabbatical leaves with each school year.

6.8.1 Application for sabbatical leaves will be made in writing using the appropriate form and routing it through the immediate supervisor to the designated administrator. The designated administrator, after receiving guidance and counsel of the Faculty Senate, shall make recommendation to the Executive Vice President, or designee for approval. The Executive Vice President, through the Superintendent/President, shall make recommendation to the Governing Board. The Governing Board may, at its sole discretion, approve or disapprove sabbatical leaves.

6.8.2 The request for the full, two consecutive quarters, a single quarter, or a sabbatical leave as provided for in Section 6.8.7 shall be submitted on or before February 1st of the preceding academic year.

6.8.3 Sabbatical leaves will be limited to professional growth activities; i.e., activities which subsequently relate to the person's assignment. Using the appropriate form, the employee shall clearly delineate his/her sabbatical plan and explain how it would result in professional growth which benefits the college. Each application will be

considered on the basis of its own merit, and if applications exceed 5%, seniority should be considered when all other items are equal.

6.8.4 Bargaining unit members' pay will be computed on the unit members' base salary on the appropriate certificated schedule.

6.8.5 Seventy (70) percent of the base salary will be paid during the sabbatical leave.

6.8.6 The employee must submit a detailed report of his/her activities during the leave. The report should be received by the Executive Vice President no more than thirty (3) days after return to regular assignment. Failure to carry out the sabbatical plan as approved by the Governing Board, and/or to file the required report, will result in repayment to the District of leave pay.

6.8.7 A sabbatical leave may be granted in separate units rather than for a continuous combined leave, provided it shall be commenced and completed within a three-year period. Separate applications should be made for each leave. If applications exceed the 5%, priority will be given to those who have not been granted previous sabbatical leave. If the second request is granted, the total salary for the combined year shall not exceed 70% of the year in which the second portion of the sabbatical is granted.

6.8.8 Every employee, as a condition of being granted a sabbatical leave of absence, shall agree in writing to render a period of service which is equal to twice the period of the leave in the employ of the Governing Board of the District following his/her return from the leave of absence.

6.8.9 The compensation shall be paid the faculty member while on sabbatical leave in the same manner as if the member was on duty in the District. The faculty member shall provide the District with a suitable bond equal to the paid salary indemnifying the District against loss in the event the member fails to return to service for a period equal to twice the time on sabbatical leave. The member shall be exonerated of this responsibility in the event of death or physical or mental disability.

6.9 Military Leave

A military leave of absence will be granted by the Governing Board upon request to the Superintendent/President. Such request shall be supported by orders requiring the faculty member to report to active duty. Under declaration of war or a declared presidential emergency, a faculty member who is granted military leave will earn service

increments the same as if teaching. The faulty member shall be paid regular salary at the time the leave is granted for a period of time of up to thirty (3) days maximum in any fiscal year.

6.10 Miscellaneous

6.10.1 unless other provided in this Article, bargaining unit members, while on paid leave of absence, shall be entitled to;

- a) Return to the same general classification of position at the end of the leave which was held prior to the granting of the leave.
- b) The option to continue insurance benefits at the employee's expense.
- c) Receive credit for annual salary increments granted during leave except in cases of sick leave or part-time assignment where service is not rendered for 75% of the days in the teaching calendar.

6.10.2 A bargaining unit member on unpaid leave of absence shall be entitled to:

- a) Return to the same general classification of position at the end of the leave which was held prior to the granting of the leave.
- b) The option to continue insurance benefits at the employee's expense.

6.10.3 Absence of instructors at the beginning and end of the school year:

- a) Each faculty member has the obligation to attend the first general staff meeting in the fall.
- b) A faculty member may be excused from these obligations by request through the immediate supervisor to the Executive Director of Personnel Services because of illness or conflicting dates for activities that can increase the member's effectiveness in the work at Chaffey College; e.g., a study grant, a summer teaching position, attending summer sessions, employment related to the teaching field.

6.10.4 Absence to attend conventions and meetings. Approval to attend a convention, association meeting, or organizational conference is requested through the immediate supervisor to the appropriate administrator and shall be made well in advance.

6.10.5 Leaves without pay, not to exceed academic year, may be granted to regular certificated employees. Criteria to be used in evaluation of the request include:

- a) Impact on the instructional program.
- b) Appropriateness of the request to the individual's instructional program.
- c) Benefit to the College.
- d) Requests are to be made through the immediate supervisor to the office of the appropriate administrator and forwarded to the Executive Director of Personnel Services.

6.10.6 Other absences not specified will be at the expense of the individual.

6.10.7 Salary deductions per day for 10-month bargaining unit members will be computed by dividing the employee's 176 service days into the annual salary.

6.11 In-Service Training Leave

6.11.1 When in the opinion of the District, it is necessary for a faculty member to be employed or to enroll in a course or courses during an academic year, such leaves may be granted with the consent of the faculty member subject to the following criteria:

- a) On-the-job experience is necessary to keep up with the changing technology in the teaching field;
- b) Changing community needs require retraining of a valued permanent employee;
- c) A clear relationship to an instructor's assignment in the educational program;
- d) Evidence that no other alternative is available.

6.11.2 Divisions and the Faculty Senate acting as a committee of the whole may make recommendations regarding in-service training projects. Such recommendations shall be presented through the Executive Vice President to the Superintendent/President for the Governing Board.

6.11.3 Where the intensive in-service training provides compensation, District compensation for the leave will be the difference between the current teaching contract and the training compensation. Existing employee fringe benefits shall be maintained unless comparable benefits are provided by the in-service employer. Unit advancement credit for in-service training shall not be granted. However, the period of time an employee spends in in-service training shall count toward service increments.

**ARTICLE VII
HEALTH AND WELFARE BENEFITS**

7.1 Health and Welfare Benefits/Employee and Dependent Insurance Coverage

The District agrees to maintain its current levels of coverage for all members of the bargaining unit for the following:

a) Medical/Hospital/Surgical Coverage

The District's contribution for medical coverage shall not exceed the annual premium cost of Kaiser Health Plan A for the duration of this Agreement. Any premium costs during the life of this Agreement which exceed the annual premium cost of Kaiser Health Plan A shall be borne by the employee.

b) Dental Coverage

c) Vision Coverage

7.2 Eligibility

Only those employees who are categorized as regular contract, half-time or greater, on the annual salary schedule are eligible for the above benefits.

7.3 Life Insurance Coverage

The District shall maintain the existing life insurance coverage for all bargaining unit members.

ARTICLE VIII TRANSFER

8.1 Definitions

For the purpose of this section, a "transfer" shall mean the relocation of a regular contract tenure track bargaining unit member from one department, division, or site to another.

8.2 Voluntary Transfers

The District shall forward to the President of the Association a copy of all full-time teaching position announcements at the time of posting. A copy of the position announcement shall also be posted on a designated bulletin board for five (5) school days prior to public notice.

Unit members desiring a transfer to the announced vacant position may request a transfer provided such request is filed within five (5) working days after the posting of the vacancy by the Administration. The transfer request shall be submitted in writing to the Executive Director of personnel Services.

8.2.2 Prior to creation of a vacancy, a bargaining unit member may also request a transfer by filing an appropriate written request with the Executive Director of Personnel Services. All requests for transfer submitted in this manner shall be kept on file until September 30 of the following year.

8.2.3 In either case, if the request has been timely submitted, the certificated employee shall be considered for the vacancy before any new employee is recruited. If the certificated employee has the proper credential and meets the minimum requirements of the vacant position, the employee shall be offered the position.

8.2.4 A unit member who has been denied a voluntary transfer may within five (5) days of such denial request a meeting to discuss such denial with the appropriate administrator. Such meeting shall be scheduled by the appropriate administrator within a reasonable time period.

8.3 Involuntary Transfer

8.3.1 The District may transfer a unit member for, but not limited to, any of the following reasons:

- a) Changes in college organization;
- b) Increases or decreases in enrollment;
- c) Addition or elimination of an educational service;
- d) Best educational interest of the District.

8.3.2 Except in cases of emergency*, a unit member who is to be involuntarily transferred shall be given written notice of the transfer no less than ten (10) working days before the transfer is to occur.

8.3.3 Within five (5) days of the involuntary transfer, a unit member may request a meeting to discuss the involuntary transfer with the appropriate administrator. Such meeting shall be scheduled by the appropriate administrator within a reasonable time period.

- 8.4 Transfers shall not be punitive or disciplinary in nature. They shall be based on the educational needs of the college.

All transfers shall be considered on the basis of credentials and minimum qualifications of the position. In the event that more than one certificated employee possess the necessary credentials and minimum qualifications, seniority shall be used to select the person to be transferred.

- 8.5 Transfers resulting in an increase or decrease in a bargaining unit employee's teaching units shall require the District to compensate such employee in accordance with District pay practices.
- 8.6 Hours of teaching will be determined by comparability of assignment and not work location.

* An emergency is a sudden, generally unexpected, occurrence or occasion requiring immediate action which affects District course offerings, facilities, or equipment or otherwise involves an act of God or specific government order requiring the District to take certain action or refrain from taking certain action.

ARTICLE IX EVALUATION

- 9.0** It is agreed that the California Legislature may enact legislation within the term of this Agreement relating to professional performance evaluations. It is therefore agreed:

A committee shall be established and the scope and work of the committee shall be limited to consideration of any and all actions that may be taken by the legislature relative to the current professional evaluation process.

- a) The committee shall consist of nine (9) members; three (3) members shall be appointed by the Association, three (3) members shall be appointed by the Faculty Senate, three (3) members shall be appointed by the Superintendent/President.
- b) Appointments shall be made within forty-five (45) calendar days following implementation of any legislation relative to the current professional evaluation process.
- c) The Superintendent/President shall appoint a chairperson from the Superintendent/President's appointees who will call meetings and provide all clerical/secretarial support of the committee's activities.
- d) The committee shall meet on call by the chairperson as soon as practical following the receipt of printed (duplicated) materials by the District of directives, recommendations, and other materials dealing with the topic(s) at hand.
- e) The committee shall prepare and make recommendations to be negotiated between the District and the Association.
- f) Upon agreement between the District and the Association, the role of the committee is completed and it shall be dissolved.

9.1 Evaluation Procedure

9.1.1 At a meeting of newly employed unit members, the evaluation procedure shall be explained by District representatives.

9.1.2 Evaluation of unit members shall be made at least two (2) times a year by November 15 and February 1 for contract personnel. Regular staff members shall be evaluated at least once every two (2) years by February 1 of the year of evaluation.

9.1.3 All evaluation reports for contract or regular unit members shall be discussed in conference with the individual involved. A copy shall be filed in the Personnel Office and a duplicate of the report shall be returned to the certificated staff member being evaluated.

9.2 Action Upon Evaluation

9.2.1 On the advice of the administrative staff, the Superintendent/President shall recommend action on permanency to the Governing Board.

9.2.2 Satisfactory reports are the basis for advancement and for the granting of permanency, which is a legal function of the Governing Board.

9.2.3 In the event that an employee is to be dismissed, the District agrees to follow the appropriate application procedures set forth in the Education Code.

ARTICLE X COMPENSATION

- 10.1** Increase the present Certificated Salary Schedule across-the-board by six percent (6%) effective April 1, 1988.
- 10.2** Increase the Certificated Salary Schedule by an additional five percent (5%) effective January 1, 1989.
- 10.3** Increase the Certificated Salary Schedule across-the-board by another four percent (4%) effective January 1, 1990.
- 10.4** The Association and/or the District may request a reopener for salary negotiations only between September 1, 1989 and September 30, 1989.
- 10.5** Increase the hourly (adjunct) salary rates as noted herein for all courses offered in all divisions or units, day or night. Such compensation shall be as follows:

Spring Quarter 1988	\$25/hour
Winter Quarter 1989	\$27/hour
Winter Quarter 1990	\$29/hour

- 10.6** Division Chairpersons shall be compensated as follows:

10.6.1 All division chairpersons shall be placed on the faculty salary schedule plus an additional ten percent (10%).

10.6.2 A division chairperson may qualify for additional compensation of up to four percent (4%) by one or both of the following:

- a) Those divisions having more than 25 FTE, and/or having more than fifteen (15) adjunct faculty positions based on a three (3) quarter average of the previous year.
- b) Those divisions having more than three (3) recognized vocational programs.

10.6.3 Per diem shall be determined by dividing the annual compensation by the number of duty days, i.e., 196.

ARTICLE XI CONCERTED ACTIVITIES

- 11.1** It is agreed and understood that there will be no strike, work stoppage, slowdown, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 11.2** It is agreed and understood that any employee violating this provision will be subject to loss of pay and discipline up to and including termination by the District. During the period of salary negotiations Section 11.1, above, will be suspended excluding a strike or work stoppage.

**ARTICLE XII
SUPPORT OF AGREEMENT**

- 12.1 The District and the exclusive representative agree that it is their mutual benefit to encourage the resolution of differences through the meeting and negotiation process. Therefore, it is agreed that the District and the exclusive representative will support this agreement, and that the exclusive representative, for its term, will not appear before the Governing Board to seek change or improvement in any matter subject to the meeting and negotiation process except by mutual agreement of the District and the exclusive representative.

**ARTICLE XIII
SAVINGS PROVISION**

- 13.1 If any provisions of this contract or any application thereafter to any unit employee or group of unit employees is held to be contrary to law by a court of competent jurisdiction, such provisions of application would not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XIV STAFF SELECTION

- 14.1** A selection committee consisting of the involved supervisor as chairperson and at least two other persons shall be established by the Personnel Office in concert with the appropriate supervisor. The committee must include persons representing groups with whom the selected person will have significant interface (e.g., students, faculty in general, or from a specific division, program or discipline, classified employees from a specific unit, community members, outside authorities). The committee shall develop specific job-related criteria questions and appropriate responses for screening and interviewing. Any full-time or part-time faculty member may serve as a committee member. Students, that is persons currently enrolled in one or more courses, graded or non-graded, shall be selected using criteria acceptable to the cognizant supervisor, the Associated Student Body president, and the Executive Director of Personnel Services.

ARTICLE XV LOAD/HOURS

15.1 Work Year

Full-time unit members who are employed on an academic year basis shall perform assigned professional duties for 176 days.

In the event that a bargaining unit member is assigned to work an 11th month, such person shall serve for 196 days. Bargaining unit members assigned to work a 12th month shall serve for 216 days. Notwithstanding the above, counselors may be required to perform assigned professional services for the District up to a maximum of ten (10) days above the assigned service days. Counselors shall be compensated for these extra days at the counselor's per diem rate. These days shall be scheduled during the Spring, Winter, and/or Summer registration by the immediate supervisor in consultation with the Head Counselor and affected counselor.

Division Chairpersons' work year shall be set pursuant to the provisions of Article XVIII.

15.2 Flexible Assignment

The District may contract with individual unit members to perform special services or assignments to be compensated either by the prevailing hourly rate or reassigned units.

15.3 Special Assignment

15.3.1 Head Coach, Team Sports

Notwithstanding other sections of this Agreement, head coaches are entitled to compensation as described in this section:

- a) The head coach of a team sport may choose one of three following options for compensation:
 1. Six (6) teaching units (TU's) reassigned.
 2. Three (3) teaching units (TU's) reassigned and a \$2,500 stipend.
 3. A \$4,000 stipend with no reassigned time.
- b) An adjunct head coach of a team sport will be compensated on the basis of two (2) teaching unit (TU's) equals three (3) hours per week and may choose one of the three options outlined in 15.3.1(a).

- c) The head coach of a combined team sport may choose one of the three following options for compensation:

1. Nine (9) teaching units (TU's) reassigned.
2. Four and one-half (4-1/4) teaching units (TU's) reassigned and a \$3,750 stipend.
3. A \$6,000 stipend with no reassigned time.

- d) An adjunct head coach of a combined team sport will be compensated on the basis of two (2) teaching units (TU's) equals three (3) hours per week and may choose one of the three options outlined in 15.3.1(c).

- e) The approved minimum class sizes for team sports are:

<u>Men</u>		<u>Women</u>	
Baseball	21	Basketball	12
Basketball	12	Softball	15
Football	45	Volleyball	12
Golf	10		
Water Polo	12		
Wrestling	11		

- f) The approved minimum class sizes for combined team sports are:

Cross Country	20
Swimming	23
Tennis	20
Track	30

- g) If a team class or combined team class does not meet these minimum class size requirements by the first class meeting of the second week of the season, compensation described in sections i-1, below, is waived, and that described in sections a-d, above, shall be full compensation for the coach's services.
- h) The number of weeks for team classes or combined team classes will be determined by the official length of season schedule provided by the Commission on Athletics.
- i) The instructor (head coach) of a team class with 16 or fewer students will receive four (4) teaching units (TU's) per quarter and proportional teachings units -- 1/12 of four (4) teaching units or .33 teaching units (TU's) -- for each additional week of a season. A team class must meet the minimum class size established in Section 15.3.1(e).

- j) The instructor (head coach) of a combined team class with 33 or fewer students will receive six (6) teaching units (TU's) per quarter and proportional teaching units -- 1/12 of four (4) teaching units or .33 teaching units (TU's) -- for each additional week of a season. A combined team class must meet the minimum class size established in Section 15.3.1(f).

- k) The instructor (head coach) of a team class with 17 or more students will receive six (6) teaching units (TU's) per quarter and proportional teaching units for any additional weeks of a season if the team class size exceeds seventeen (17)..

- l) The instructor (head coach) of a combined team class with 34 or more students will receive nine (9) teaching units (TU's) per quarter and proportional teaching units for any additional weeks of a season if the combined team class size exceeds thirty-three (33).

15.3.2 Assistant Coach, Team Sport

- a) An assistant coach for a team sport will be compensated at the rate of \$1,000 per team sport or combined team sport.
- b) Each team sport with 16 or fewer students will be allocated one (1) assistant coach.
- c) Each team sport with 17-31 students will be allocated two (2) assistant coaches.
- d) Each team sport with 32-47 students will be allocated three (3) assistant coaches.
- e) Each team sport with 48 or more students will be allocated four (4) assistant coaches.
- f) Each combined team sport with 32 or fewer students will be allocated two (2) assistant coaches.
- g) Each combined team sport with 33 or more students will be allocated four (4) assistant coaches.

15.3.3 Faculty Advisor to the Mountain Breeze

- a) Three (3) TU's per quarter reassigned or 4.5 hours per week at the current hourly rate.

15.3.4 Faculty Advisor to Student Government

- a) Three (3) TU's per quarter reassigned or 4.5 hours per week at the current hourly rate.

15.3.5 Department Coordinator

- a) Four levels of department coordinators are recognized:

<u>Level</u>	<u>Compensation</u>
4	A stipend equal to 25 service days <u>or</u> a stipend equal to 15 service days + .33 FTE reassigned.
3	A stipend equal to 20 service days <u>or</u> a stipend equal to 10 service days + .27 FTE reassigned.
2	A stipend equal to 15 service days <u>or</u> a stipend equal to 10 service days + .13 FTE reassigned.
1	A stipend equal to 10 service days <u>or</u> a stipend equal to 5 service days + .13 FTE reassigned.

The choice of compensation options must be made by the coordinator at the time of appointment. Reassigned FTE may be balanced over a two-year period with the concurrence of the coordinator, division chairperson, and Executive Vice President, Educational Services.

- b) Notwithstanding section 15.3.5(a) above, compensation for the following department coordinators shall remain as cited in this section, consistent with accreditation requirements:

Associate Degree Nursing -- 0.87 FTE reassigned
+ 20 contract days.

Radiologic Technology -- 0.40 FTE reassigned
+ 20 contract days.

Vocational Nursing -- 0.33 FTE reassigned.

- c) The Executive Vice President, Educational Services is responsible for determining the need for a department coordinator and for determining the level of assignment, as specified in section 15.3.5(a), in accordance with the criteria and analytical procedure contained in the Instruction Procedure Manual as of May 1, 1986.

- d) Except for the coordinators of the Associate Degree Nursing and Radiologic Technology Programs, department coordinators who accept duties during the summer months, as approved by the Executive Vice President, Educational Services, shall be compensated for those summer duties from the current hourly salary schedule.

- e) Coordinators are appointed for one academic year only upon recommendation from the division chairperson, after consultation with contract faculty assigned to the program, subject to approval by the Executive Vice President, Educational Services, and the Governing Board.

15.4 Class Size Guidelines

Chaffey College exists to meet the needs of its students in reaching their educational goals within the limits of financial and educational feasibility. Those limits make it necessary to establish a minimum number of enrollees in a class to meet a financial and educational standard which will support a class being offered. That standard is established at 17 students.

Recognizing that divisions of the College have program requirements which lead to certificates or other defined educational goals, and the College has requirements for the AA degree, variances from the 17-student standard shall be considered so that adequate opportunities will be available to students to meet such requirements.

Recognizing also that faculty utilization is an important consideration, variances from the 17-student standard shall be considered if full use of facilities is to be achieved. In accordance with the above considerations, the following policy shall govern the size of lecture, seminar, and laboratory classes:

15.4.1 Classes which have seventeen (17) or more students enrolled and attending class as of the last day of the second week of any quarter are not subject to cancellation for lack of enrollment.

15.4.2 Classes with fewer than seventeen (17) students enrolled and attending class are subject to cancellation for low enrollment. Cancellations may occur up to and including the last day of the second week of any quarter unless a variance is granted.

15.4.3 Variances may be granted for any of the following:

- a) When late registration may add sufficiently to the enrollment.

- b) When the class is an advanced course in a sequence and expected attrition has occurred.
- c) Where the class is being offered at a time designed to extend the school day and add to facility utilization.
- d) Where the class launches a newly developed program.
- e) Where the division's WSCH will support the small class.
- f) Where other sections are filled and the offering is the first course in a sequence.
- g) Where the course is to be offered but once during the school year and is a requirement for a major, certificate, or degree.
- h) Under normal circumstances, no classes shall be cancelled after the last day of the second week of any quarter of instruction.
- i) Where conditions of safety of facility size dictate smaller enrollments.

When a class assigned to be taught by a regular or full-time contract employee (more than 60% of contract) is cancelled due to low enrollment, the faculty member's teaching load will be adjusted by assignment to another class or by load adjustment in subsequent quarter or quarters. It shall be the responsibility of the Division Chairperson and the Office of Educational Services to carry out the provisions of this policy in the best interest of the College.

15.5 Load Policy

- a) The teaching load is approximately forty-five (45) teaching units per year; 176 contracted days; eight (8) units per quarter for evening instruction is the maximum. Because of the differences in unit value of various courses, forty-five (45) is an approximation. A teaching unit is one (1) hour of lecture-recitation which includes preparation, evaluation, and student conferences. Laboratory courses are evaluated on the basis of three (3) hours of laboratory work for two (2) units.
- b) All teaching loads shall be adjusted within two (2) years (six (6) consecutive quarters), or the regular contract bargaining unit member shall not be held accountable for a past teaching load of less than approximately forty-five (45) quarter units. No overload for the purpose of teaching unit adjustment shall exceed four (4)

teaching units per quarter without the approval of the faculty member.

15.5.1 Guidelines for Instructor Assignments

- a) All full-time contract faculty serve the District as their PRIMARY professional activity and shall therefore put in a full work week.
- b) Students' needs should be considered first.
- c) Individual preferences should be met where possible, that is when (a) and (b) are served.
- d) The number of different preparations should be minimal and appropriate to the area.
- e) Class size is an administrative matter to be determined jointly by Division Chairpersons and the Office of Educational Services after the Division Chairperson has consulted with the appropriate instructors in the Division.
- f) Split schedules will be avoided where possible.
- g) When possible, early morning classes will be avoided when preceded by a regularly-assigned evening class.
- h) Load should be adjusted to circa forty-five (45) units per year.
- i) An equitable spread of the teaching or other assignments throughout the week should be attempted. Exceptions may be made by the Division Chairperson or immediate supervisor to accommodate an unusual teaching or other assignment.
- j) A Saturday/Sunday assignment shall be voluntary either as a part of a regular load or as an overload. A voluntary assignment may result in an unusual teaching or other assignment (see "i" above). No Saturday/Sunday class/activity shall be used for purposes of teaching load adjustment.

15.5.2 Overload Assignments

There is a maximum of twenty-four (24) hours overload assigned per academic year and eight (8) hours in any one quarter.

15.5.3 Office Hours

In addition to the hours of class time assigned, instructors are expected to hold at least five (5) office hours at least one (1) hour per day per week, arranged to meet student needs. Office hours should be scheduled at different times and days to insure instructor availability to students. Class schedule and office hours shall be posted on the instructor's office door. Exceptions may be made by the Division Chairperson or immediate supervisor to accommodate an unusual teaching assignment.

15.5.4 Summer Session Load

The summer school maximum load is ten (10) teaching units.

15.6 Load Factors

15.6.1 Approximately forty-five (45) annual teaching units (with a range of 44-46) are required of each full-time member of the bargaining unit. For load computation, the following load factors are applied:

1. **Types of courses:** As determined by the Executive Vice President with the consultation of the Curriculum Committee.
 - a. Lecture: 1 hour = 1.0 teaching unit (TU)
 - b. Laboratory: 1 hour = .67 TU
 - c. Courses with "significant composition requirements" in which the skill of writing is the primary focus of the course as determined by the Curriculum Committee and verified by the approved curriculum guide: 1 hour = 1.19 TU.
 - d. Work Experience: 1 TU for each 10 students enrolled.
 - e. Music Studio department offerings which emphasize group performance as opposed to individual instruction: 1 hour = 1 TU.
 - f. Fine Arts Major Productions (mainstage theatrical and dance productions, major instrumental and vocal music productions): 2 TU per quarter during which production is prepared.
 - g. Self-Paced (open entry/open exit or census week), Category 1 (for courses whose out-of-class requirement on the instructor, as verified by the curriculum guide, include the evaluation of a substan-

tial quantity of student-generated materials on a continuous basis):
1 hour = .90 TU.

Category 2 (for courses that do not meet all category 1 requirements). No office hours are required for that portion of the instructor's assignment in self-paced, category 2):
1 hour = .60 TU.

2. Assignments for beginning unit members other than classroom instructions: 1 hour = .43 TU.
3. Large class sizes and team teaching.
 - a. Any course (except self-paced) may be team taught by two or more instructors with the TUs split between (among) the participating instructors. Large class TU agreements may be applied to team loads.
 - b. With the agreement of the instructor(s), the appropriate Division Chairperson and the Executive Vice President, large lecture classes may be assigned with the following load factors:
 1. When a class with a predetermined size of 60-89 has enrolled students in numbers within those limits as of the end of late registration: 1 hour = 1.5 TU.
 2. When a class with a predetermined size of 90 or more students has enrolled at least that number as of the end of late registration: 1 hour = 2.0 TU.

15.6.2 Load for Non-Teaching Faculty Members.

The workweek for non-teaching faculty members is thirty-five (35) hours per week.

15.7 Compensation of Instructors for Summer Credit Courses

It is understood and agreed by the Chaffey Community College Faculty Association and the Chaffey Community College District that, effective immediately and for the duration of this Agreement, all instructors for summer credit courses shall be compensated at the prevailing Board-approved hourly pay rates for certificated hourly employees. It is further understood and agreed that summer school instructors whose course or courses are cancelled due to insufficient enrollment shall be compensated the equivalent hourly pay for two class meetings for each class cancelled. Under no circumstances shall the equivalent hourly pay exceed four (4) hours per class.

**ARTICLE XVI
ASSIGNMENT**

- 16.1** In order to meet the educational needs of the District, the District shall have the right to assign or reassign unit members as needed. Assignments shall not be made capriciously or for punitive or disciplinary reasons.

**ARTICLE XVII
LAYOFF**

- 17.1** Appropriate sections of the Educational Code relating to layoffs will be followed by both parties.

ARTICLE XVIII DIVISION CHAIRPERSON

Division Chairperson

A District certificated employee who is appointed to serve as Division Chairperson shall be required to provide assigned duties to the District consistent with the provisions of this article and Governing Board policy.

Division Chairpersons are selected in accordance with procedures established by the Faculty Senate as long as such procedures are not in conflict with state, federal, or Governing Board's Affirmative Action/Equal Opportunity mandates.

18.1 Position Title

Division Chairperson

18.2 Position Definition**

18.2.1 Level of Assignment

.4667 (21/45) FTE supervisory functions, 176 contract days, plus 1.00 FTE supervisory functions for a maximum of 31 additional contract days; plus .5333 (24/45) FTE faculty functions, 176 contract days.

18.2.2 Scope of Assignment

The Division Chairperson supervises all certificated, classified, and student employees assigned to the Division.

Responsible for the implementation of District policy and procedure within assigned division; wide range of recommendation and/or decision-making in areas of personnel, evaluation, class scheduling, other division activities, assigned facilities, and budget.

** This position description addresses the supervisor/non-teaching functions for which the chairperson is responsible. Faculty functions are described in the "Basic Faculty Position Description."

18.3 Responsibilities

18.3.1 Supervision of assigned staff

- a) Completes, in a timely manner, all assigned supervisory tasks pertaining to hiring, evaluating, developing, and making recommendations to the appropriate Dean of Instruction regarding the continuation, disciplining, or dismissal of assigned employees.
- b) Facilitates, coordinates, and is responsible for compliance with work assignments by divisional staff.
- c) Recommends to the appropriate Dean of Instruction changes in status of assigned employees.
- d) Facilitates and is responsible for the implementation of District policy and procedures in matters affecting the division.
- e) Consistent with Board policy and state regulations, schedules work assignments for faculty and classified staff in a manner that will make the best use of human resources for the effective and efficient operation of the division.

18.3.2 Recommendation and monitoring of division budget;

- a) Prepares and recommends an annual divisional budget;
- b) Supervises, monitors, and is responsible for budget expenditures; assumes primary responsibility for completion of appropriate budgetary tasks in a reasonable time.

18.3.3 Maintenance of high quality instruction

- a) Regularly reviews and evaluates teaching methods in assigned programs;
- b) Regularly reviews and evaluates curriculum and assigned instructional programs generally to assume maximum educational benefits and cost effectiveness;
- c) As a part of the evaluative process, facilitates staff improvement in identified areas;
- d) Recommends major curriculum and other program changes to the appropriate Dean of Instruction;

- e) Prepares and recommends a quarterly schedule for the assigned division; submits schedule information to the Office of Educational Services within a reasonable time line.

18.3.4 Communication and Cooperation

- a) Facilitates communication among staff assigned to the division;
- b) Serves as the division's spokesperson in coordination with other Division Chairpersons and administrative personnel;
- c) Facilitates conflict resolution among assigned staff members and among appropriate staff and students enrolled in division classes;
- d) Serves as liaison between the appropriate Dean of Instruction and division staff;
- e) Serves as a member of the Educational Services Council, College Council, and serves on or selects divisional representatives to other committees as assigned by the appropriate Dean of Instruction.

18.3.5 Other Duties

- a) Assists in and is responsible for the preparation and maintenance of long-term and short-term educational and facility plans for the division;
- b) Prepares an annual report of the activities of the division;
- c) Advises the appropriate Dean of Instruction about matters of professional concern;
- d) Monitors division enrollments to maximize the quality and efficiency of instruction;
- e) Monitors affirmative action policies to ensure compliance with state, federal, and local mandates;
- f) Performs division-related duties as assigned by the appropriate Dean of Instruction.

18.4 Authority of Relationship

18.4.1 Direct Supervisor

Appropriate Dean of Instruction.

18.4.2 Titles of positions supervised

- a) Contract and regular faculty assigned to the division.
- b) Adjunct (hourly and temporary) faculty assigned to the division.
- c) Classified staff assigned to the division.
- d) Student employees assigned to the division.

18.5 Specific Qualifications

18.5.1 In order to be eligible to run for the position, the candidate must be tenured, on a full-time (1.0 FTE) contract, and have more than a 50% teaching assignment in the division where the vacancy occurs. In order to retain the position, individual chairpersons shall have at the time of appointment or shall be responsible for developing within six (6) months of the time of appointment, and being able to demonstrate:

- a) An understanding of the instructional programs offered by the division;
- b) An understanding of District policies and procedures commonly required for the effective operation of the division and the ability to implement and monitor such policies and procedures;
- c) The ability to administer the division budget with its attendant fiscal procedures;
- d) A thorough understanding of educational practices, particularly with regard to teaching and learning;
- e) The ability to supervise staff to maximize effectiveness and efficiency;
- f) The ability to facilitate resolution of conflict between assigned staff members and between students enrolled in division classes and assigned staff;
- g) The ability to communicate well orally and in writing.

18.5.2 During the first 90 days of the appointment, the appropriate Dean of Instruction shall notify in writing the Division Chairperson of areas that need to be improved in order to meet the six-month requirement period.

18.5.3 Failure to improve during the next 90 days in the area or areas designated shall result in the immediate removal of the Division Chairperson.

18.6 Evaluation

18.6.1 An employee's performance as a Division Chairperson shall be evaluated pursuant to the responsibilities and duties in the Position Description.

18.6.2 The procedures to be followed shall be consistent with existing District policies. The appropriate Dean of Instruction or designee shall be the evaluator.

18.6.3 The employee's performance as an instructor shall be evaluated pursuant to the evaluation procedure for instructors.

18.7 Calendar/Work Year/Hours

18.7.1 Calendar

After consulting with the Division Chairperson, the appropriate Dean of Instruction shall establish the Division Chairperson's work calendar consistent with the following:

18.7.2 Work Year

The work year is a maximum of 207 days. One hundred seventy-six (176) days shall parallel the teaching year. A maximum of thirty-one (31) days shall be set by the appropriate Dean of Instruction with approval of the Executive Vice President. No more than nineteen (19) work days shall be scheduled between the close of school in June and the start of school in September as follows:

- a) No more than ten (10) working days shall be scheduled immediately following commencement.
- b) No more than nine (9) work days shall be scheduled immediately preceding the day instructors are required to return in the fall.
- c) Once established, the Chairperson may deviate from the above schedule only with the written approval of the appropriate Dean of Instruction.

18.7.3 Hours

During the 176-day instructional year, a Division Chairperson shall devote an average of 18-2/3 hours per week in the performance of Chairperson duties. This time shall be scheduled to meet the needs of the District and shall be subject to the approval of the appropriate Dean of Instruction. The time shall be accounted for by the Division Chairperson to the appropriate Dean of Instruction. The schedule shall provide that at least one (1) hour per day be allocated to the performance of Chairperson duties.

During the 19-day summer schedule period established by the appropriate Dean of Instruction, the work day is eight (8) hours. The remaining twelve (12) days create 96 hours of Chairperson responsibility to perform Chairperson duties. This responsibility may be met wither by serving twelve (12) days at eight (8) hours per day or by scheduling such hours in blocks of time that best meet the needs of the District. All such scheduling of this time shall be subject to the approval of the appropriate Dean of Instruction and shall be accounted for by the Division Chairperson.

18.8 Selection/Term/Removal

18.8.1 Only persons who meet the minimum qualifications outlined in the job description may run for the position of Division Chairperson.

18.8.2 A list of qualified candidates shall be established. The faculty, pursuant to Faculty Senate Rules, shall select a person to serve as Chairperson from that list. Once selected, the name is sent to the Governing Board.

The Governing Board may accept or reject the candidate. If the candidate is rejected, the faculty shall be informed and a new election held from a list of candidates which does not contain the rejected candidate.

18.8.3 If the Governing Board approves the candidate, the person so selected shall serve a term of three (3) years subject to the following:

- a) If the Chairperson is notified on or before December 1 of each year that his/her performance is below standards, and
- b) If during the remainder of the academic year the Chairperson is unable to bring his/her performance up to standards, then
- c) Upon recommendation by the Executive Vice President through the Superintendent/President, the Governing Board may remove

the Division Chairperson from the position and such decision shall be final.

18.8.4 In the event that a Chairperson refuses to perform the duties during the established work year, the Chairperson may be removed by the Governing Board.

ARTICLE XIX

SALARY SCHEDULE PLACEMENT AND ADVANCEMENT

19.1 Initial Placement on Schedule (Units and degrees must be from an accredited institution and verified by official transcripts.)

19.1.1 Step Placement - Certificated employees are placed on the appropriate step as determined by the following criteria:

- a) Comparable certificated employees elsewhere may earn one step per year with maximum credit for six (6) steps.
- b) Years of practical experience related to the teaching field, not used for unit placement, may be used in step placement. Two (2) years of experience is equal to one (1) step with a maximum allowance of five (5) steps from this source.
- c) Total credits for salary schedule placement shall not exceed six (6) steps.

19.1.2 Unit Credit (Limit: 75 semester units or 112.5 quarter units.)

- a) All units earned before the bachelor's degree are classed as a bachelor's degree.
- b) Upper division and graduate units earned after the bachelor's degree are counted in excess of that degree.
- c) Military service courses can be applied for placement on the salary schedule if the work is acceptable for a bachelor's degree by an accredited institution of higher learning.
- d) Unit credit may be given for work experience which is related to the subject field.
 - 1. Units for work experience are allowed in any field related to the teaching assignment of the individual instructor, subject to acceptance by the administration.

2. Evaluation is made on the following basis:

One year (minimum of forty weeks at five (5) days per week and eight (8) hours per day) is equal to 7-1/2 units.

Part-time experience may be granted up to four (4) units per year.

Credit for work experience may be given up to a maximum of 60 semester units.

19.2 Advancement on the Schedule

19.2.1 Step Advancement

- a) Each instructor shall be granted one (1) step on the salary schedule for each year of service at Chaffey College until the maximum is reached.
- b) Advancement to the next step requires two (2) or more quarters for a regularly employed instructor who is not on sabbatical.
- c) Veterans who were classified as regular faculty members at Chaffey College prior to going into active service receive one (1) step for each two (2) years service. However, should war occur or a National Emergency be declared then one step shall be given for each year of service.

19.2.2 Unit Advancement

- a) All academic units and degrees used for advancement on the salary schedule shall be recognized by an accredited institution of higher education and be documented by an official transcript.
- b) Instructors wishing credit for academic courses and summer work experience must have approval in advance from the Division Chairperson or immediate supervisor and the Executive Vice President in order to qualify for unit advancement.
- c) Research, curriculum development, and special projects may be arranged with prior permission from the immediate supervisor or Division Chairperson and approval by the Executive Vice President.
- d) All academic units and degrees and equivalents for summer work experience which are to be presented in order to qualify for unit advancement must be reported to the Personnel Office by June 15.
- e) Units earned for lower division courses after the bachelor's degree may be used provided a request submitted prior to the work is approved. The Division Chairperson or immediate supervisor and Executive Vice President will judge such requests on the basis of applicability of the courses to the instructor's objectives and the assignment at Chaffey College. Credit for units earned subse-

quent to the bachelor's degree will not be given for courses which duplicate units previously earned.

- f) Approval of summer work experience will be based upon the practical application of the work experience to the applicant's teaching endeavor in accordance with the following rules:

1. Each case shall be evaluated on its own merits.
2. Work experience credit may be granted only if the work experience was of eight (8) weeks duration or more, with an average of forty (40) hours per week.
3. Summer teaching elsewhere may be used to earn summer work experience credit.
4. The recommendation of the Division Chairperson and the Executive Vice President or designee will determine the number of units granted. Limit: one (1) to five (5) quarter units.
5. After initial placement, credits granted for approved summer work experience will be limited to one-third (1/3) of the total units needed (not to exceed 25 semester or 37-1/2 quarter units) and will be credited in the same manner as are those for academic units.

19.2.3 Professional Advancement

- a) Regular status is granted by the Governing Board after two (2) complete consecutive school years on the recommendation of the Superintendent/President.
- b) Honorary titles of Associate Professor and Professor are conferred by action of the Faculty Senate and the Superintendent/President of the College. Advancement from Assistant to Associate and Associate to full Professor may be recommended after eight (8) and fourteen (14) years, respectively.

ARTICLE XX PERSONNEL FILES

- 20.1 There shall be one (1) official District personnel file for each faculty member. The material in the official District personnel file shall be considered and used as the only official personnel record of the District in any proceeding affecting the status of the faculty member's employment with the District. The personnel file shall include, but need not be limited to, records of employment with the District and records of professional evaluation. In addition, such records as educational advancement and pertinent work experience as provided by the faculty member shall be a part of the official District file.
- 20.2 The material in the file shall be made available for the inspection of the faculty member to whom the file pertains except ratings, reports, or record which were (1) obtained prior to employment of the faculty member; (2) prepared by identifiable examination committee members; or (3) obtained in connection with a promotional evaluation.
- 20.3 The personnel file shall be kept in a locked file cabinet in the District Personnel Office. The file shall be available for inspection by the faculty member upon written request. A faculty representative may, with written authorization by the faculty member, have access to the respective faculty file. When a faculty member's file is opened for any purpose other than routine office work, a file utilization form shall show the name of the person opening the file, the date, and the purpose.
- 20.4 Any item to be placed in the file shall be clearly identified as to its source or originator and its date or receipt by the District. Anonymous communications shall not be placed in the personnel file nor in any other file maintained in the District.
- 20.5 A faculty member may forward to the Executive Director, Personnel Services materials for inclusion in his/her file. All reasonable requests for inclusion of pertinent material in the faculty member's file shall be accommodated. Materials not filed shall be returned to the faculty member.
- 20.6 The faculty member shall have the right to respond in writing to any clearly designated item in the faculty member's file. The response shall be attached to the designated item.
- 20.7 Information of a derogatory nature, except that listed under Section 20.2 of this Article, shall not be filed unless and until the faculty member is given notice and an opportunity to review and comment thereon.

- 20.8 The faculty member shall have the right to copies of materials within the file except as noted in Section 20.2 above. The actual cost of such duplication shall be paid by the faculty member. In the event of disciplinary action against the faculty member, such faculty member, upon request, shall be provided at District expense with a copy of any or all material in the file deemed necessary by the faculty member, except as noted in Section 20.2 above.
- 20.9 Derogatory material placed in a faculty member's personnel file shall be destroyed upon the request of the faculty member when such material is more than three (3) years old.

ARTICLE XXI MAINTENANCE OF STANDARDS

- 21.1 Except as provided in this Agreement, Chaffey College Governing Board policies in effect and in use during the 1981-82 academic year which relate to wages, hours of employment, and other terms and conditions of employment within the scope of representation shall remain in effect during the terms of this Agreement.
- 21.2 It is 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.
- 21.3 During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate with the District and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement.

APPENDIX I CERTIFICATED SALARY SCHEDULES

APRIL 1988, JANUARY 1989, AND JANUARY 1990

STEP	EFFECTIVE 7/1/87	EFFECTIVE 4/1/88	EFFECTIVE 1/1/89	EFFECTIVE 1/1/90
1	\$18,671.66	\$19,791.96	\$20,781.56	\$21,612.82
2	\$19,580.02	\$20,754.82	\$21,792.56	\$22,664.26
3	\$20,488.39	\$21,717.69	\$22,803.58	\$23,715.72
4	\$21,396.77	\$22,680.58	\$23,814.61	\$24,767.19
5	\$22,305.14	\$23,643.45	\$24,825.62	\$25,818.65
6	\$23,213.51	\$24,606.32	\$25,836.64	\$26,870.10
7	\$24,121.89	\$25,569.20	\$26,847.66	\$27,921.57
8	\$25,030.25	\$26,532.07	\$27,858.67	\$28,973.01
9	\$27,016.20	\$28,637.17	\$30,069.03	\$31,271.79
10	\$27,924.58	\$29,600.05	\$31,080.06	\$32,323.26
11	\$28,832.95	\$30,562.93	\$32,091.07	\$33,374.72
12	\$29,741.32	\$31,525.80	\$33,102.09	\$34,426.17

DEGREES:

M.A.	\$ 890.57	\$ 944.00	\$ 991.20	\$ 1,030.85
Ph.D	\$ 2,253.12	\$ 2,388.31	\$ 2,507.72	\$ 2,608.03

UNIT VALUE:

\$ 74.81	\$ 79.30	\$ 83.26	\$ 86.59
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ANNIVERSARY RATES:

1	\$ 1,077.58	\$ 1,142.23	\$ 1,199.34	\$ 1,247.31
2	\$ 2,155.16	\$ 2,284.47	\$ 2,398.69	\$ 2,494.64
3	\$ 3,232.74	\$ 3,426.70	\$ 3,598.04	\$ 3,741.96

HOURLY RATES:

SPRING QUARTER 1988	\$25/HOUR
WINTER QUARTER 1989	\$27/HOUR
WINTER QUARTER 1990	\$29/HOUR