



Victor Valley College
AGREEMENT

between

Victor Valley Community College District

and

**AFT Part-Time Faculty United,
Local 6286, AFL-CIO**

February 2007–February 2010

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ARTICLE 1: Agreement

- 1.1 The Articles and provisions herein constitute a bilateral and binding Agreement between the Victor Valley Community College District (the “District”) and the AFT Part-Time Faculty United, Local 6286, CFT/AFT, AFL-CIO (the “AFT Part-Time Faculty United” or “Union”).
- 1.2 This Agreement is entered into pursuant to the Educational Employment Relations Act (the “EERA”), Government Code §3540 et seq. The parties recognize and agree that this Agreement and its implementation fall within the jurisdiction of the Public Employment Relations Board (the “PERB”) as established by the EERA.
- 1.3 This Agreement, when ratified and executed by each party hereto, shall constitute the sole agreement between them. Any modification or amendment of this Agreement shall be made by and between the parties hereto in writing and executed by each party thereto.
- 1.4 This Agreement shall become effective upon the date of ratification and execution by both parties and shall remain in full force and effect up to and including February 12, 2010.

ARTICLE 2: Recognition

- 2.1 The District recognizes AFT Part-Time Faculty United as the exclusive bargaining agent and representative of the Part-Time Faculty Bargaining Unit effective June 2, 2004.
- 2.2 The Part-Time Faculty Bargaining Unit is described in the PERB Certification of Representation in Case No. LA-RR-1101-E, name as amended August 26, 2004 LA-AC-59-E. “Unit Members” shall mean all members of the Bargaining Unit, individually or collectively.
 - 2.2.1 The Part-Time Faculty Bargaining unit shall include only part-time faculty teaching sixty percent (60%) or less of a full-time load either for credit or non-credit. This includes the part-time faculty assignment portion of classified employees who teach.
 - 2.2.2 The Part-Time Faculty Bargaining unit shall exclude all management, supervisory, classified (with the exception of teaching assignments performed by classified employees), and confidential employees and all full-time or pro-rata permanent or tenured faculty, contract or non-tenured faculty, full-time temporary faculty paid on the regular and contract faculty salary schedule, substitutes, and lab supervisors.
- 2.3 Unit Members on an authorized leave of absence remain members of the Bargaining Unit during such leaves of absence. Leaves of absences are not authorized beyond the conclusion of the contracted semester/session in which they were granted.
- 2.4 Any dispute between the District and AFT Part-Time Faculty United as to whether any new or revised position is to be included within or excluded from the Bargaining Unit shall be submitted to the exclusive jurisdiction of the Public Employment Relations Board (“PERB”).

ARTICLE 3: District Rights

- 3.1 All matters not specifically enumerated as within the scope of representation in Government Code 3543.2 or not limited by the express terms of other Articles of this Agreement are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the Board's sole right to manage the District and direct the work of its employees; to determine the level, means, and kinds of services provided; to determine the staffing patterns and the number of kinds of personnel required; to determine its organization; to determine assignment and location thereof; to determine performance standards; to decide on the building, location, or modification of a facility; to determine the budget and methods of raising revenue; to determine educational objectives and policies; to determine the time and hours of operation of District facilities; to sub-contract work or operations except where expressly forbidden by law; to maintain order and efficiency; to determine rules applicable to employees; to hire, assign, evaluate, promote, discipline, layoff, and transfer employees. All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District even though not enumerated above. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner. The right to determine or decide any of the foregoing shall also include the right to implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently in any such areas.
- 3.2 It is not the intention of the parties, in setting forth the above-mentioned rights of management, to detract or diminish in any way the consultation rights of the Union as set forth in Government Code Section 3543.2. However, such rights are not part of this Agreement, and it is the parties' intention that the provisions of the other Articles of this Agreement constitute the only contractual limitation upon the District's right.
- 3.3 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District set forth above, or any other rights of the District not expressly limited by the language of this Agreement, is not subject to the Grievance Procedure contained in this Agreement.
- 3.4 The District retains the right to amend, modify, or rescind policies and practices set forth in the Agreement in cases of emergency. An emergency is a sudden, generally unexpected occurrence or occasion requiring immediate action that affects District facilities or equipment or otherwise involves an act of God or specific governmental order requiring the District to make certain action or refrain from taking certain action.

ARTICLE 4: Union Rights

- 4.1 A reasonable number of AFT Part-Time Faculty United representatives shall have the right of access to areas in which employees work so long as the representatives do not interfere with the work performance of any employee. AFT Part-Time Faculty United representatives may not have access to classrooms during class time for Union business or may not disrupt the learning and/or work environment.
- 4.2 One bulletin board in the mailroom shall be designated for the exclusive use of AFT Part-Time Faculty United. Items posted on this and other campus bulletin boards shall only contain official business of AFT Part-Time Faculty United.
- 4.3 All items to be posted by the Union on other campus bulletin boards shall bear the date of posting and the designation of AFT Part-Time Faculty United and shall be removed by AFT Part-Time Faculty United no later than ten (10) days from the posting date. A copy of any posted materials shall be provided to the superintendent/president on the same day the item is posted.
- 4.4 One double-sized mailbox in the main campus mailroom shall be provided for exclusive use of AFT Part-Time Faculty United.
- 4.5 Communications placed by AFT Part-Time Faculty United in institutional mailboxes shall bear the designation of AFT Part-Time Faculty United.
- 4.6 AFT Part-Time Faculty United will pay for its own supplies.
- 4.7 AFT Part-Time Faculty United shall be permitted free office space on the main campus.
- 4.8 AFT Part-Time Faculty United shall be permitted the use of other facilities and equipment subject to District policies and procedures governing their use. AFT Part-Time Faculty United may schedule the occasional use of classrooms and meeting facilities in the same manner as do other campus organizations and college departments, divisions, and committees. For such uses, the Union shall follow the same procedures for scheduling and use of campus facilities as are required of other campus organizations and college departments, divisions, and committees.
- 4.9 Upon request, AFT Part-Time Faculty United shall be provided existing District information and documents that are available to the public. In addition, the District shall provide to AFT Part-Time Faculty United existing documents and data necessary for the purposes of negotiations, administration of this Agreement, processing of grievances, and representation of the members of the Bargaining Unit. Such materials include, but are not limited to, existing financial reports and audits, rosters of all personnel, budget plans and projections, allocation of state and federal funds, and student enrollment data. Union requests for information not contained in existing documents can be submitted in writing. The District need not provide the requested information when to do so would be overly burdensome. If the District agrees to provide the information, AFT Part-Time Faculty United will bear the cost associated with complying with the request. The District shall provide AFT Part-Time Faculty United with an estimated date of completion.
- 4.10 In satisfaction of the requirements of Chapter 10.7 of Division 4 of Title 1 of the Government Code, during the regular semesters, the District shall provide a cumulative total of three-hundred (300) hours of compensation each academic year to such Unit

Members as may be designated by the Union for purposes of meeting and negotiation and the processing of grievances. Such Unit Members shall be compensated at their appropriate hourly rate on the part-time faculty schedule. Such compensation shall be considered as payment for professional ancillary activities and shall not be used for purposes of calculating eligibility for contract or regular status under the “sixty percent law.” (Education Code Sec. 87482.5(c).) Not later than the first day of each semester, AFT Part-Time Faculty United will provide the Office of Human Resources with a list of such designated Unit Members and the number of hours of compensation awarded to each pursuant to this section. AFT Part-Time Faculty United shall promptly notify the District should subsequent changes be necessary. No reassigned time shall be granted. If an AFT Part-Time Faculty United designated representative must miss a class due to union business, the representative shall contact the appropriate dean so that every effort can be made to avoid a class cancellation.

- 4.11 Within fifteen (15) working days of the start of each term, the District shall provide in electronic form to AFT Part-Time Faculty United the names, addresses, telephone numbers, e-mail address, and discipline(s) of all part-time faculty employed that term. By the end of the second week of each semester, summer session, and intersession the District shall provide to AFT Part-Time Faculty United a list of all part-time faculty assignments, including day, hour, and building and room. In addition, at the close of each pay period, the District shall provide AFT Part-Time Faculty United with a list (in electronic form) of all part-time faculty paid during that pay period.
- 4.12 At least once each month, designated representatives of the District and AFT Part-Time Faculty United shall meet on a mutually agreed upon date, place, and time for the purpose of reviewing the administration of this Agreement and for the purpose of resolving any problems that may arise. Representatives of AFT Part-Time Faculty United may submit agenda items for discussion. The agenda will be prepared by the District and mutually agreed upon by both parties.
- 4.13 For those college-wide committees that have full-time union representation, the part-time faculty union shall also have representation.
- 4.14 The District shall post this Agreement on the District Web site and also make it available in PDF format for download from that Web site. The Office of Human Resources shall provide each newly hired part-time faculty member with instructions on how to find the Agreement on the District Web site. A unit member may obtain a printed copy of this Agreement by submitting a written request to the Office of Human Resources.
- 4.15 The District shall provide AFT Part-Time Faculty United with electronic access to current board policies on the District Web site.

ARTICLE 5: Grievance Procedure

5.1 Definitions

- 5.1.1 “Grievant”: A Grievant is the Union, a Unit Member, or a group of Unit Members who allege a violation, misinterpretation, or misapplication of one or more specific sections of this Agreement.
- 5.1.2 “Grievance”: A Grievance is an allegation that there has been a violation, misinterpretation, or misapplication of one or more specific sections of this Agreement.
- 5.1.3 “Working Day”: A Working Day is defined as any calendar day during the fall or spring or winter or summer terms that the central administrative offices of the college are normally scheduled to be, and actually are, open for business.

5.2 General Provisions

- 5.2.1 The District and AFT Part-Time Faculty United agree that a reasonable effort will be made by the District and the Unit Member(s) to resolve the Grievance(s) in an informal manner at the lowest possible level.
- 5.2.2 Each party involved in the Grievance shall act in a timely manner so that the Grievance may be resolved promptly. However, with the written consent of the Union and the District, the time limits for any level may be extended. The right to grieve the incident is forfeited when Grievant fails to adhere to the time limits. If the District fails to respond within the time limits, the grievance will proceed to the next level in the grievance process.
- 5.2.3 The Grievance & Appeal Form appears in Appendix B. The form requires that the Grievant specify the precise section(s) of this Agreement which have been violated, misinterpreted, or misapplied and requires the Grievant to specify a requested remedy.
- 5.2.4 The Grievance process may not be used to challenge the termination or non-renewal of an assignment unless a violation, misinterpretation, or misapplication of Article 13 is alleged.
- 5.2.5 The Grievant shall have the right to be present at each level of the Grievance procedure. All parties shall make every effort to schedule Grievance meetings at mutually convenient times. A Grievance meeting shall not be scheduled during the time the Grievant is required to be present in class.
- 5.2.6 Grievances of a similar or like nature may be joined as a single Grievance upon the written mutual consent of the Grievants involved and the District. Should the Grievances be consolidated, the final Grievance decision shall be binding upon all parties to the consolidated Grievance.
- 5.2.7 In adjusting the Grievance, the Grievant and the District shall have equal access to any documents and District records not otherwise protected from access by law. Access to the personnel file and/or grievance records of the Grievant by the Union

will be permitted only where the Union has the written authorization of the Grievant authorizing such access.

- 5.2.8 All Grievance documents and/or files shall be maintained in a section of the Human Resources filing system separate from the personnel files. Access to Grievance documents shall be limited to District personnel charged with the processing of grievances, the Grievant, and AFT Part-Time Faculty United representatives with written authorization by the Grievant.
- 5.2.9 No reprisals of any kind shall be taken by the District or AFT Part-Time Faculty United against any Grievant or other participant in the grievance procedure by reason of such participation.
- 5.2.10 AFT Part-Time Faculty United may, at the Grievant's request, represent the Grievant, but no other person or organization may represent the Grievant. With the exception of arbitrations, the Grievant shall be allowed to process and attend every step of the Grievance procedure without the assistance of AFT Part-Time Faculty United.
- 5.2.11 The Grievant shall be entitled, upon request, to representation by AFT Part-Time Faculty United at all Grievance meetings. In situations in which AFT Part-Time Faculty United is not representing the Grievant, the District shall not agree to a final resolution of the Grievance until AFT Part-Time Faculty United has received a copy of the Grievance and the proposed settlement and has been given the opportunity to file a response to the matter within ten (10) working days of that receipt. Such settlements shall not be precedents for other disputes, except by written agreement between the District and Union.

5.3 Procedures

5.3.1 Informal

5.3.1.1 Within fifteen (15) working days after the alleged acts or omission giving rise to the grievance, or after the Grievant should reasonably have known of the alleged act or omission giving rise to the grievance, the Grievant must orally present his/her grievance to his/her immediate management supervisor, or the right to grieve the incident is forfeited.

5.3.1.2 The Supervisor shall have five (5) working days to respond. If not resolved, the matter will be moved to Level One Grievance.

5.3.2 Level One

5.3.2.1 Formal Level I: Within ten (10) working days after the supervisor responds, or should have responded, the grievant must present his or her grievance in writing to his/her supervisor. Following the informal conference required in 5.3.1 above, the Grievant must present his/her grievance in writing to his/her immediate management supervisor, or the right to grieve the incident is forfeited. The Grievant shall deliver a copy of the Level One Grievance to AFT Part-Time Faculty United.

- 5.3.2.2 This grievance statement shall be a clear, concise statement of the alleged violation, misinterpretation, or misapplication of a specific Article and Section of this Agreement, the circumstances involved, the decision rendered at the informal conference, if any, and the specific remedy sought. The grievance shall be submitted on the Grievance Form in Appendix B.
- 5.3.2.3 The immediate management supervisor shall communicate his or her decision in writing to the Grievant and to AFT Part-time Faculty United within ten (10) working days after receiving the Level One Grievance.
- 5.3.3 Level Two
 - 5.3.3.1 In the event the Grievant is not satisfied with the decision at Formal Level I, the Grievant may, within ten (10) working days, appeal the decision in writing to the superintendent/president or his/her designee. This appeal shall include a copy of the original grievance, the decisions rendered, and the reasons for the appeal. The Grievant shall deliver a copy of the Level Two Grievance to AFT Part-Time Faculty United.
 - 5.3.3.2 The superintendent/president or designee shall communicate his/her decision in writing to the Grievant and AFT Part-Time Faculty United within fifteen (15) working days after receiving the Level Two Grievance.
- 5.3.4 Level Three: Mediation
 - 5.3.4.1 If the Grievant is not satisfied with the decision at Level Two, at the Grievant's option, he or she may, within fifteen (15) working days of the receipt of the decision on the Grievance from Level Two, submit to the vice president of Human Resources and AFT Part-Time Faculty United a written request for mediation of the Grievance. If the District and the Union agree to mediation of the Grievance, the vice president of Human Resources shall, within ten (10) working days after the receipt of the written request, submit to the California State Mediation and Conciliation Services a request for the services of a mediator. AFT Part-Time Faculty United and the District shall jointly agree to the mediator selected.
 - 5.3.4.2 If a satisfactory resolution of the Grievance is achieved by means of this mediation process, both parties to the Grievance shall sign a written statement of the resolution to that effect, and thus waive the right to further appeal the Grievance.
- 5.3.5 Level Four: Arbitration
 - 5.3.5.1 If the Grievance was submitted to mediation but the mediation process did not produce a mutually acceptable resolution, within ten (10) working days of the mediation meeting, the Grievant may request that the Union submit the matter to Binding Arbitration. The Union must submit a copy of the request for binding arbitration to the District within

the same time frame. The right to binding arbitration is forfeited if the deadline to file is not met.

- 5.3.5.2 If the Grievance was not submitted to mediation and the Grievant is not satisfied with the decision at Level Two, the Grievant may request that the Union submit the Grievance to Binding Arbitration. This request must be submitted in writing within ten (10) working days following the receipt of the Level Two decision. If there was no District response to the Level Two Grievance, the request for binding arbitration must be submitted in writing within ten (10) working days after the last day for the District to provide a Level Two decision.
- 5.3.5.3 Within fifteen (15) working days following receipt of the request for arbitration, the Union shall notify the District in writing that it is submitting the Grievance to binding arbitration. If the Union is a Grievant in the matter, the Union may submit the Grievance to arbitration on its own initiative.
- 5.3.5.4 AFT Part-Time Faculty United and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the California State Mediation and Conciliation Services to provide a roster of five names of persons experienced in hearing grievances in public agencies. Each party shall alternately strike a name until only one name remains. The order of striking shall be determined by lot. The remaining name shall be the arbitrator.

5.3.6 Arbitration Procedure

- 5.3.6.1 The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation, misinterpretation, or misapplication of this Agreement. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him or her by the respective parties in the presence of each other and upon the arguments presented in briefs.
- 5.3.6.2 Either party may, at its own expense, cause the hearing to be recorded by a certified court reporter, and the other party may, at its own expense, receive a certified copy of the record so created, or the parties may bear the expense equally.
- 5.3.6.3 The arbitrator's decision shall be in writing and shall set forth all relevant findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any recommendation that requires the commission of an act prohibited by law or that violates the terms of this Agreement. The findings, conclusions, and recommendations of the arbitrator shall be final and binding on both parties.

5.3.6.4 The cost of the services of the arbitrator will be borne equally by the District and Union. All other expenses shall be borne by the party incurring them.

ARTICLE 6: Evaluation

- 6.1 To assure the highest quality educational programs and services, Unit Members shall be observed and evaluated.
- 6.2 Definitions
 - 6.2.1 An “Evaluatee” is the Unit Member being evaluated.
 - 6.2.2 An “Evaluator” shall be the CIO or CSSO or managerial designee for the evaluatee. Per Education Code Section 87663(c), the evaluation shall include a peer review process.
 - 6.2.3 A “peer reviewer” may be either a part-time or a full-time faculty member from the part-time faculty member’s division.
 - 6.2.4 An “Observation” is a continuous period of thirty (30) minutes or longer during which the evaluator or peer reviewer observes the Unit Member in the performance of his or her duties.
 - 6.2.5 A working “day” is defined as any calendar day during the fall or spring terms that the central administrative offices of the District are normally scheduled to be, and actually are, open for business.
- 6.3 Scheduling and Frequency
 - 6.3.1 A Unit Member shall be evaluated by students during the first regular semester of employment and during the third and fifth semesters of employment.
 - 6.3.2 A Unit Member may be evaluated any semester that the Unit Member is employed, but not less than once in a six-semester period.
 - 6.3.3 Observations for the purpose of evaluation must be held during any scheduled class or non-teaching assignment. An evaluatee shall be notified by the CIO or CSSO or designee five (5) working days in advance of an observation. The notification shall include a copy of a blank evaluation form (See Appendix B). Observations shall be conducted no earlier than the third week of classes and no later than the thirteenth (13th) week of the semester.
 - 6.3.4 Within five (5) days after discussing the observation with the reviewer, the Evaluatee may also have the option of requesting a second observation in the event that he or she has serious concerns with the initial observation.
 - 6.3.5 The District reserves the right to make unannounced visits to a classroom or non-instructional worksite.
- 6.4 General Evaluation Procedures
 - 6.4.1 Unit Members shall be evaluated according to criteria established by the District and the Union.
 - 6.4.2 The Unit member shall also be notified that the Evaluator or designee will conduct student evaluations of the Unit Member’s performance.
 - 6.4.3 As a peer reviewer, a part-time or full-time faculty member within the Unit Member’s division shall perform a classroom, library, or counseling observation

of student contact activities for at least thirty (30) minutes. If a part-time or full-time faculty member from within the Unit Member's division is not available to perform the peer review, the District shall select a peer reviewer from a related discipline.

- 6.4.4 After all of the evaluation components have been completed, the CIO or CSSO or designee shall prepare a final evaluation report that includes the peer review report, the observation report, and a summary of student evaluations.
- 6.4.5 After the final evaluation report has been completed, the CIO or CSSO or designee shall meet to discuss with the Unit Member the results of the evaluation.
- 6.4.6 The evaluation report shall require the signatures of the Evaluatee as well as of the Evaluator. The Evaluatee's signature shall signify receipt of a copy of the evaluation, not necessarily his or her agreement with its content. The evaluation report shall be placed in the Unit Member's personnel file.
- 6.4.7 In the event that the Evaluatee disagrees with the evaluation, he or she may submit within ten (10) working days after signing the report a statement of exception to the Office of Human Resources. The statement of exception shall be stapled to the original evaluation and become part of the Unit Member's personnel file.
- 6.4.8 A Unit Member shall be evaluated for any instructional or non-instructional assignment. However, subsequent to the Unit Member's initial evaluation, he or she shall not be evaluated in more than one assignment during any given semester.

ARTICLE 7: Personnel Files

- 7.1 There shall be only one Personnel File for each Unit Member and it shall be maintained by the District in the Human Resources Office. The cabinets in which Personnel Files are kept shall be locked at all times outside of normal business hours. Except as provided in a settlement agreement between the District and the grievant(s), documents related to grievances shall not be included in the Personnel File.
- 7.2 Each Unit Member shall have the right to review the contents of his or her own Personnel File by making a prior appointment for review. The review shall take place at a time when the Unit Member is not otherwise required to render service to the District and during normal working hours of the Human Resources Office.
- 7.3 The District shall be bound by applicable federal and state statutes concerning the privacy and confidentiality of Personnel Files. Routine access to the Personnel File shall be limited to Human Resources Office staff responsible for maintaining the Personnel Files. If a Unit Member is an applicant for any position in the District, the hiring committee for that position may have access to the Unit Member's Personnel File when required by the District's hiring procedure. A member of the District Governing Board shall have access to a Unit Member's Personnel File only during a duly noticed meeting of the Governing Board, and then only if necessary for a personnel action that is on the agenda for that meeting. The following are the only other administrators permitted to review a Unit Member's Personnel File:
 - 7.3.1 The superintendent/president of the District
 - 7.3.2 The District vice president responsible for the Unit Member's division
 - 7.3.3 The Unit Member's division dean or other administrator responsible for the Unit Member's division or assignment.
- 7.4 If a unit member is an applicant for any position in the District, the unit member may make a written request to have items from his or her personnel file copied and provided to the hiring committee. Only items required for the application process shall be copied and provided to the hiring committee. The hiring committee for that position may have access to the Unit Member's Personnel File when required by the District's hiring procedure.
- 7.5 A Unit Member may authorize a representative to review the file. The authorized representative may be any person selected by the Unit Member, including persons not employed by the District. If reviewed in the absence of the Unit Member, the designated representative shall first present the written authorization and appropriate identification.
- 7.6 No anonymous material shall be placed in any Unit Member's Personnel File.
- 7.7 Information of a derogatory nature shall not be entered or filed unless the Unit Member is first given a copy of the derogatory material and provided a period of ten (10) working days to review the material and prepare a written response. The Unit Member's response shall be attached to the derogatory material when it is placed in the Personnel File.
- 7.8 The District shall keep a log identifying all person(s) (other than Human Resources office staff whose duty it is to maintain the files) who have reviewed the contents of the

Personnel File. The log shall be maintained in the Unit Member's Personnel File and shall include the date and the name of the person who reviewed the file.

ARTICLE 8: Leaves

8.1 Sick Leave

- 8.1.1 Unit Members will be granted sick leave on a prorated basis as required in the Education Code. Prorated sick leave shall mean, for example, if a Unit Member has a 40% load in a particular semester, the Unit Member shall be credited with 40% sick leave of what a full-time faculty member is granted for one semester.
- 8.1.2 A Unit Member shall notify the Division Dean or designee as soon as possible when illness or injury causes the Unit Member to be absent from his or her assignment. Unless the cause for absence arises unexpectedly within that time, such notice shall occur no less than three (3) hours prior to the scheduled beginning time of the Unit Member's assignment.
- 8.1.3 If a Unit Member has a faculty assignment for a subsequent term, then sick leave may be carried into that subsequent term.
- 8.1.4 The total unused sick leave accumulated by the Unit Member shall appear on each payroll warrant as soon as this process can be implemented by the Payroll Department.
- 8.1.5 Any unused portion of this sick leave will be accumulated indefinitely as long as the person is a part-time faculty member of the District. At the request of the employee, accumulated sick leave may be transferred to other districts within California according to the provisions of Education Code Section 87782 and Title 5 Section 5601. Once transferred, sick leave cannot be transferred back to the District. The District bears no responsibility for sick leave policies and procedures at other institutions.
- 8.1.6 Deductions from sick leave for any person placed under quarantine shall be made on the same basis as if the Unit Member were ill.
- 8.1.7 A Statement of Absence will be signed by any Unit Member absent because of illness immediately upon his or her return to work. A return to work released from his/her healthcare provider may also be required.

8.2 Personal Necessity Leave

- 8.2.1 Each semester, at the discretion of the Unit Member, a Unit Member may use accumulated sick leave for personal necessity, which shall be deducted from the Unit Member's accumulated sick leave. The maximum amount of personal necessity leave taken in any one semester is limited to one-half the amount of sick leave the Unit Member could earn in that semester.
- 8.2.2 Unit Members shall submit notification for personal necessity leave to their immediate supervisor at least two (2) working days prior to the beginning of the leave, except when extenuating circumstances make this impossible.
- 8.2.3 After returning from Personal Necessity Leave, the Unit Member shall complete and submit a form furnished by the District containing the dates of absence. The Unit Member's signature shall signify that the activity was consistent with the

purpose of this section. Falsification of this document is grounds for disciplinary action.

8.3 Bereavement Leave

8.3.1 Unit Members shall be entitled to use sick leave for up to four (4) consecutive calendar days upon the death of a member of his or her immediate family.

8.3.2 For purposes of bereavement leave, immediate family shall be defined as: the mother, father, grandmother, grandfather, or a grandchild of the Unit Member or of the spouse of the Unit Member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the Unit Member, or a person who has resided in the household of the employee for two or more years.

8.4 Jury Service Leave

8.4.1 Leave shall be granted for the time of attendance required in court and certified by the clerk or other authorized officer of such jury or court. The time of attendance required in court is only that time that occurs when the Unit Member is assigned in-class time.

8.4.2 Payment shall be made for such leave upon receipt of documentation from the court. Payment shall be made only during the term of the member's teaching contract.

8.4.3 Notification for jury service leave shall be made to the dean within ten (10) working days of the receipt of the summons, accompanied by a copy of the jury summons.

8.5 Leave to Attend Professional Conferences

8.5.1 With approval of the superintendent/president, or his/her designee, a Unit Member may be authorized to travel to and attend conferences or special meetings in the performance of school duties. Such travel and attendance at conferences will not constitute absence from teaching service.

8.5.2 Upon return from authorized travel, the Unit Member shall submit a written request for travel reimbursement to the administrative supervisor within a period of ten (10) working days, provided that reimbursement for expenses has been authorized.

ARTICLE 9: Workload

- 9.1 The load of an adjunct faculty member will not exceed 60% of a full-time faculty load without approval from the Chief Instructional Officer. There shall be no arbitrary limit set by policy of the District or any division or department of the college to restrict part-time faculty from achieving a sixty percent (60%) workload.
- 9.2 Ancillary activities shall not be part of the calculation of the Unit Member's workload for purposes of this Article and pursuant to Education Code section 87482.5(c). Ancillary activities shall be duties and responsibilities assumed by a Unit Member that are not required of all Unit Members having similar instruction, counseling, or library assignments. Ancillary activities include, but are not limited to, service as a member of the Academic Senate, hiring committees, evaluation committees, department committees, and shared governance committees of the college. Other examples of ancillary activities are grant-writing, curriculum development, advising student organizations (unless that is an essential function of a particular instructional assignment), and administering the Collective Bargaining Agreement and includes mandatory paid orientation for new unit members or unit members absent for four (4) or more consecutive semesters.
- 9.3 The minimum class size shall be twenty-two (22) students enrolled as of the official census day. The Chief Instruction Officer may approve lower minimum enrollments. No class shall be cancelled if it meets the minimum enrollment as of the census day unless there are exceptional circumstances (e.g., instructor's catastrophic illness).
- 9.4 Maximum Class Size
- 9.4.1 The maximum class size for "face to face," on-campus classes will be limited by the capacity of the room in which the class is scheduled, except the maximum class size for English composition shall be 30 students.
- 9.4.2 The combined enrollment for multiple "face to face," on-campus sections or courses that are taught simultaneously by the same instructor shall not exceed the maximum specified in Section 9.4.1.
- 9.4.3 Online class enrollment shall not exceed thirty (30) students. It is possible to have an over-enrolled class that is allowed by the Chief Instructional Officer and agreed to by the faculty member. Over-enrollment will be compensated at the prevailing hourly rate and will not be counted as load. Payment will be according to Table 1 below:

TABLE I

<u>Class Size</u>	<u>Percentage of Hourly Rate</u>
30	N/A
38	25%
45	50%
52	75%
60	100%

9.4.4 When instruction is delivered by pre-recorded television, the class enrollment shall not exceed one-hundred (100) students.

ARTICLE 10: Benefits

- 10.1 Commencing February 12, 2007, contingent upon ratification by AFT part-time Faculty United and Board approval in February 2007, the District will issue \$20,000 for the spring semester and \$20,000 for the subsequent semesters to AFT Part-Time Faculty United to be distributed for health benefits among its membership. Each semester, distribution to AFT Part-Time Faculty United shall be within ten (10) days of the start of the spring and fall semesters of subsequent years.

ARTICLE 11: Working Conditions

- 11.1 Safe Working Conditions. Other than the hazards that are customary and usual for their occupation, Unit Members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being.
- 11.1.1 Compliance. The District and each Unit Member shall endeavor to maintain facilities according to current requirements imposed by the county, state, and federal laws, including, but not limited to, the county ordinances policed by county safety inspectors through the Central Services Department, the Occupational Safety and Health Act of 1973 (29 U.S.C. 651 et seq.) administered by the OSHA Review Commission and the California Occupational Safety and Health Act (California Labor Code Sections 6300 et seq.) administered by the Division of Industrial Safety.
- 11.1.2 Reporting. It shall be the duty and responsibility of both the District and the Unit Members to report any condition believed to be a violation of Section 11.1.1 of this Agreement. Unit Members shall report in writing to the vice president for Administrative Services as soon as possible after observance. This section of the Agreement shall not be the basis for discipline of a Unit Member. However, nothing contained in this section shall be construed as limiting the right of the District to discipline a Unit Member for failure to report a safety violation if the duty to report arises under the statutes cited in Section 11.1.1 or the common law of the state of California or the United States of America.
- 11.1.2.1 The District shall investigate alleged violations of the statutes cited in Section 11.1.1 and take appropriate, reasonable action within the time constraints specified in the statute. Within ten (10) working days of the taking of corrective action, the District shall inform the Unit Member of the action taken.
- 11.1.2.2 No Unit Member shall suffer any recrimination and/or reprisals as a result of reporting any condition believed to be a violation of Section 11.1.1 of this Agreement.
- 11.2 Participation in Governance
- 11.2.1 In accordance with Education Code Section 87482.8(d), “Part-time faculty should be considered to be an integral part of their departments and given all the rights normally afforded to full-time faculty in the areas of book selection, participation in department activities, and the use of college resources, including, but not necessarily limited to, telephones, copy machines, supplies, office space, mailboxes, clerical staff, library, and professional development.”
- 11.2.2 Unit Members shall have the right to participate in faculty service beyond their regular assignment. Such service shall include, but not be limited to, course development and grant writing.
- 11.3 Mailboxes. The District shall provide to each Unit Member a campus mailbox in the main campus mailroom.

- 11.4 Part-Time Faculty Work Area. The District shall provide Unit Members a common work area to be shared with all Unit Members. The common area shall include an enclosed space which provides adequate privacy for confidential conversations between Unit Members and their students. The facility shall be equipped with a telephone, computer, Internet access, copier, and District-supplied software.
- 11.5 Travel. If a Unit Member has written District approval to use his or her own vehicle for authorized District business, the District shall:
 - 11.5.1 Provide reimbursement at the District's established mileage rate.
 - 11.5.2 Provide insurance for that Unit Member per the District's insurance policy coverage.
- 11.6 Parking. The District shall not charge any Unit Member for parking at any District site or facility.
- 11.7 Commencement. Participation at commencement shall be voluntary.

ARTICLE 12: Compensation

12.1 Part-time instructors shall be paid for credit courses as shown in Table A.

**Table A
Credit Pay
Sample 3-Unit Lecture Class**

Implementation Date	Unit of Pay Credit Courses	Hourly Pay	Doctorate
Spring 2007 ¹	\$864	\$48	\$3000 stipend/academic year ³
Spring 2008	\$918	\$51	\$3000 stipend/academic year ³
Spring 2009	\$972	\$54	\$3000 stipend/academic year ³
Spring 2010	\$990 + COLA	\$55 ²	\$3000 stipend/academic year ³

¹Contingent upon ratification by AFT Part-Time Faculty United and Board approval in February 2007

²Plus COLA rounded to nearest dollar

³Prorated according to load

12.2.1 All adjunct faculty to be paid per unit of pay for credit courses with a stipend for accredited doctorates to be determined.

12.2.2 Part-time parity funding will be utilized according to regulatory provisions.

12.2.3 In the event of an unanticipated fiscal crisis, both parties agree to renegotiate in order to maintain the fiscal solvency of the district.

12.2.4 The proposed salary schedule listed above for the aforementioned years is in lieu of COLA for FY 2005-2009.

12.2 Part-time instructors shall be paid for non-credit courses as shown in Table B.

**Table B
Non-Credit Pay**

Implementation Date	Hourly Rate
Spring 2007	\$38
Spring 2008	\$39
Spring 2009	\$40

12.2.1 The above salary schedule is in lieu of COLA for FYs 2005-2009 and is further in lieu of any reopening on compensation to consider growth funds during FYs 2006-2009.

12.3 Parity funding for part-time faculty shall be applied according to law.

12.4 Part-time faculty in disciplines for which a master’s degree is not required shall be placed on the salary schedule using the same criteria as are used in placing full-time faculty members in those disciplines.

- 12.5 It is the responsibility of the faculty member to supply official transcripts prior to the beginning of the semester. Foreign transcripts are to be officially translated by an authorized agency and submitted to Human Resources.
- 12.6 Unless mutually agreed, there shall be no re-openers to this contract for the period from February 13, 2007, to February 12, 2010.

ARTICLE 13: Faculty Assignments

13.1 Section 87482.9 of the Education Code states that reemployment rights shall be a subject of negotiations between the District and the Bargaining Agent.

13.2 The District and AFT Part-Time Faculty United recognize that students benefit when well-qualified, effective faculty members continue to serve as instructors, librarians, and counselors at Victor Valley College. Toward that end, the following procedure is established to encourage and facilitate the retention of successful faculty members. The procedures in Sections 13.3 through 13.5 shall not apply for vacant positions that occur within twenty (20) calendar days preceding the first duty day for that assignment. All rights to assignments under this Article 13 shall be subject to and contingent upon the District's obligations with respect to full-time faculty load.

13.3 Eligibility for Priority Assignment

For each department, the vice president of Instruction or designee shall establish a Priority List of continuing part-time faculty members. To qualify for reemployment under the provisions of this Article, Unit Members shall meet all of the following requirements:

13.3.1 The Unit Member shall be qualified for the specific assignment in question.

13.3.2 The Unit Member shall have received two (2) consecutive evaluations of "Satisfactory" or higher conducted by the vice president of Instruction or designee during the preceding three (3) academic years. If fewer than two (2) evaluations have been completed for the Unit Member during the three (3) years immediately preceding the 2007-2008 academic year, satisfactory or better student evaluations may be substituted for each faculty evaluation that was not performed in those years.

13.3.3 The Unit Member shall NOT have received any evaluation less than "Satisfactory" subsequent to the otherwise qualifying consecutive evaluations of "Satisfactory."

13.3.4 Within the preceding four (4) years, the Unit Member shall NOT, without good and sufficient cause, have failed to complete her or his acceptance agreement as per Section 13.5.5.

13.4 Discipline Priority Lists

13.4.1 Within six (6) months following ratification of this Agreement, the vice president of Instruction or designee shall establish for each discipline a current Priority List of part-time faculty members who meet the requirements in 13.3.1 through 13.3.4 above and have satisfactory or higher consecutive evaluations for the previous three (3) academic years. Anyone not meeting these criteria will be removed from the Priority List. Each discipline will have a Priority List and individuals may be listed on several Priority Lists. Each year, that Priority List shall be updated no later than thirty (30) days following the close of the spring semester.

13.4.2 The vice president of Instruction or designee shall send a complete list of available assignments to all Unit Members on the Priority List. This notification shall include a response form and a deadline date by which Unit Members must respond. The deadline for response shall fall between ten (10) and thirty (30)

calendar days following the distribution of the assignment lists. The vice president of Instruction or designee shall choose the deadline date within the 10- to 30-day time period. The assignment list shall be distributed by the following methods:

13.4.2.1 Via campus mail

13.4.2.2 Via e-mail to those Unit Members who requested e-mail notification and provided an e-mail address to the vice president of Instruction

13.4.2.3 Via U.S. Mail to those Unit Members who provided an addressed, stamped envelope to the vice president of Instruction or designee for this purpose

13.4.3 Unit Members wanting assignments shall respond with their preference(s) for assignments and are responsible for ensuring that their response reaches the vice president of Instruction or designee's office by the deadline date.

13.5 Offers of Assignments

13.5.1 Subject to the District's obligations with respect to full-time faculty load, the vice president of Instruction or designee shall first distribute the available assignments for a given term to part-time Unit Members on the Priority List. In distributing the available assignments, the vice president of Instruction or designee shall strive to honor requests from Unit Members to teach again the course(s) they taught during the preceding twelve (12) months. After the requests of the Unit Members on the Priority List have been addressed per the preceding two sentences, the remaining assignments shall be distributed to existing Unit Members not on the Priority List or prospective Unit Members.

13.5.2 The vice president of Instruction or designee shall retain the right to assign Unit Members not on the Priority List or prospective Unit Members to meet new and/or emerging instructional or programmatic needs for the assignments(s). For the purposes of this section, "new and/or emerging instructional or programmatic needs" shall mean:

13.5.2.1 An assignment or course which has not previously been offered at Victor Valley College and for which no Priority List exists or for which no individual possesses the Chancellor's Office minimum qualifications;

13.5.2.2 An assignment or course for which there are emerging trends or required specialized knowledge in subject matter or methodology and no Unit Member on the Priority List possesses the Chancellor's Office minimum qualifications.

13.5.3 Assignments remaining after the above process may be offered to part-time faculty not on the Priority Lists, subject to the District's obligations with respect to full-time faculty load.

13.5.4 Offers of assignments shall be made to perspective teaching unit members who will designate their acceptance of the assignment by signing the offer and returning it to the Vice President of Instruction by the date designated in their assignment letter. The Unit Member is responsible for assuring that his or her

response reaches the Vice President of Instruction or designee's office by the deadline date.

13.5.5 Confirmation of assignment does not preclude the cancellation of a class due to lack of sufficient student enrollment or reassignment of a class to a full-time faculty member to comply with the District's obligations with respect to full time faculty load.

13.6 Equal Access to Assignments

Unit Members who are qualified for an assignment shall not be denied that assignment based upon their status as a part-time faculty member, subject to the District's obligations with respect to full-time faculty load.

13.7 Schedule of Classes

When feasible, the Unit Member's name shall be published in the Schedule of Classes for all of the Unit Member's teaching assignments. If an assignment is made after the Schedule of Classes is published, the Unit Member's name will be added to the Schedule of Classes on the college Website as each periodic update is made.

13.8 Unit Members may apply and shall be considered for any new or vacant full-time faculty position in accordance with established District hiring policies and procedures. When a position is being filled on an interim basis to allow for full and open recruitment, a Unit Member may be appointed to fill the position on a temporary basis [Title 5, 53021(b)(1)]. "Where in-house or promotional only recruitment is permitted, the district shall comply with its established hiring procedures and all district employees shall be afforded the opportunity to apply and demonstrate that they are qualified." [Title 5, 53021(b)(3)].

13.9 Whenever in this article two or more Unit Members would be entitled to an assignment, the vice president of Instruction or designee may determine who receives the assignment. For the purposes of this section, "entitlement" is based upon this article's language pertaining to assignments.

13.10 A parallel process for Article 13 will exist within Student Services for employing part-time faculty.

ARTICLE 14: Intellectual Property

- 14.1 In the absence of a separate and express written agreement to the contrary between a Unit Member and the District, a Unit Member shall possess and retain exclusive property rights to all things created or developed by the Unit Member that are eligible for protection under copyright law in Title 17 of the United States Code or patent law in Title 35 of the United States Code, providing such things to be copyrighted are created or developed by the Unit Member on the Unit Member's time and using the Unit Member's resources.
- 14.2 All things created or developed by the Unit Member and not falling within the purview of 14.1 above, shall be governed by Board Policy 3710.

ARTICLE 15: Academic Freedom

15.1 Academic Freedom shall be granted in accordance with the provisions of Board Policy 4030, Academic Freedom:

Victor Valley College believes academic freedom in relation to teaching duties is fundamental and essential to the teaching profession:

1. Teachers must be free to teach and students free to learn. Both must have access to and be free to explore and discuss issues and divergent points of view. Both must be free to form, hold, and express judgments and opinions, responsibly identifying them as such. The profession must defend itself and its members from any abridgment of academic freedom.
2. Teachers must have the responsibility for developing curriculum and selecting instructional materials and methods to meet the goals of that curriculum. Teachers and governing boards must develop procedures to be followed when there are criticisms/objections to methods or materials. The content of instruction must be judged and controlled by skilled professionals without undue interference by any individual or group. Individuals or groups, which seek to inhibit academic freedom, must not have influence over the hiring, firing, promotion or due process rights of teachers.
3. The same policies and protections applied to full-time teachers apply also to part-time and temporary teachers.
4. Teachers must be free to evaluate, criticize, and/or advocate personal points of view concerning educational matters in the classroom. Teachers must not be restricted when assisting their colleagues in the event their academic and/or professional freedoms are violated.
5. Teachers must be employed, promoted, or retained in relation to their teaching abilities and performance without discrimination or harassment regarding their personal opinions or their scholarly, literary, or artistic endeavors. The presence during class of any individual or organization whose intent is to decide or determine what is accurate or inaccurate inhibits academic freedom.

Reference: Title 5, Section 51023; Accreditation Standard 2.2

Board adopted 9/11/01

Board revised 2/11/03

ARTICLE 16: Non-Discrimination

- 16.1 The District shall not discriminate in any of its policies, procedures, or practices on the basis of race, color, religion, political belief or activity, national origin, ancestry, sex, age, sexual orientation, veteran status, marital status, medical condition, physical or mental disability, or because he or she is perceived to have one or more of the foregoing characteristics. The District shall not condone such discrimination against Unit Members by employees or students.
- 16.2 The District shall not condone Unit Members being subjected to verbal, visual, physical, or sexual harassment.
- 16.3 The District shall not discriminate in any of its policies, procedures or practices on the basis of, or in retaliation for, a Unit Member's participation or non-participation in activities protected by the Educational Employment Relations Act.

ARTICLE 17: Discipline

- 17.1 Discipline shall not be imposed upon a Unit Member without just cause.
- 17.2 Discipline shall be imposed within a reasonable period after the District learns, or should have known, of the alleged grounds for the discipline.
- 17.3 Discipline shall be progressive and shall generally follow the steps listed in Article 17.4. In cases where the act or omission which is cause for discipline is of a serious nature, steps in the progressive process may be omitted.
- 17.4 Progress Discipline Steps:
- (a) Oral warning
 - (b) Written warning
 - (c) Written reprimand placed in personnel file
 - (d) Suspension placed in personnel file
- 17.5 If a Unit Member is suspended for the alleged misconduct of the Unit Member and that suspension is later found to have been without just cause, the Unit Member shall receive back pay for the period of suspension. In the event of a termination that is found to have been without just cause, the Unit Member shall receive as liquidated damages compensation equivalent to teaching one three (3) unit course for one (1) semester, in addition to any compensation actually received by that Unit Member prior to termination.
- 17.6 Causes for disciplinary action shall include, but not necessarily be limited to, those listed in Education Code Section 87732:
- (a) Immoral or unprofessional conduct
 - (b) Dishonesty
 - (c) Unsatisfactory performance
 - (d) Evident unfitness for service
 - (e) Physical or mental condition that makes him or her unfit to instruct or associate with students
 - (f) Persistent violation of, or refusal to obey, the school laws of the state or reasonable regulations prescribed for the government of the community colleges by the board of governors or by the governing board of the community college district employing him or her.
 - (g) Conviction of a felony or of any crime involving moral turpitude
 - (h) Conduct specified in Section 1028 of the Government Code

ARTICLE 18: Complaints Against a Unit Member

- 18.1 Discipline shall not be imposed upon a Unit Member as a result of oral or anonymous complaint(s). Complaints shall be in writing, signed and dated by the complainant. However, the District may receive an anonymous complaint and, if the complaint is investigated and verified, may take appropriate action.
- 18.2 Unit Members shall have a reasonable opportunity to respond to complaints lodged against them.
- 18.3 Disciplinary action taken as a result of a complaint shall be in accordance with the provisions of Article 17.
- 18.4 Prior to imposing disciplinary action based upon a complaint, the District shall conduct a reasonable investigation of the complaint.

ARTICLE 19: Reopening Negotiations

19.1 Each academic year during the period of this Agreement, the parties shall meet and negotiate Article 12 (Compensation)¹ and Article 10 (Benefits). In addition, each party may reopen two (2) articles of its choice during each academic year. By mutual agreement, additional articles may be reopened. During the month of November, AFT Part-Time Faculty United shall present its initial reopener proposals to the District for the following academic year.

19.1.1 In the year 2009, the parties shall sunshine their proposals on or before the first board meeting of July 2009. Negotiations for the master agreement shall open in August 2009.

19.2 From time to time during the period of this Agreement, circumstances might arise that were not anticipated by the parties when this Agreement was negotiated. Also, ambiguities in language or unintended consequences of this Agreement might be recognized or discovered.

19.2.1 By mutual consent, the parties may resolve such issues in separate memoranda of Understanding executed by both parties.

19.2.2 Such Memoranda of Understanding shall be binding upon the parties even if inconsistent with terms of this Agreement that were negotiated and ratified prior to the date of the Memoranda of Understanding.

¹ Article 12 (Compensation) shall not be reopened without the mutual consent of the District and AFT Part-Time Faculty United for period of February 13, 2007, through February 12, 2010.

ARTICLE 20: Severability and Savings

- 20.1 If any provision of this Agreement is or shall be at any time contrary to law, such provision shall be inoperative. All other provisions shall remain in effect.
- 20.2 If any provision is held by a court of competent jurisdiction to be contrary to law, the parties will meet to negotiate a replacement provision. If state or federal law is changed so that a provision of this Agreement thereby becomes contrary to law, the parties will meet to negotiate a replacement provision. In either event, negotiations shall begin no later than sixty (60) calendar days after either party presents to the other an initial proposal.