

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57

TENTATIVE AGREEMENT
BETWEEN THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
AND THE AFT PART-TIME FACULTY UNITED, LOCAL 6286, AFL-CIO
July 11, 2023

This tentative agreement between the Victor Valley Community College District and the AFT Part-Time Faculty United, Local 6286, AFL-CIO, is expressly made pursuant to the Educational Employment Relations Act and the parties' collective bargaining agreement. All other provisions in the Collective Bargaining Agreement shall be deemed to remain unchanged unless otherwise expressly stated.

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, Local6286, 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 July 1, ~~2019~~**2022** and shall remain in full force and effect up to and including June 30, ~~2024~~**2025**.

ARTICLE 19:
Reopening Negotiations

19.1 ~~Each academic year during the period of this Agreement, the parties shall meet and negotiate Article 10 (Benefits) and Article 12 (Compensation). 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 September, 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 preceding the expiration of this agreement, the parties shall sunshine their proposals on or before the first board meeting of November. Negotiations for the master agreement shall open in January.~~

- 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.

58
59
60
61
62
63
64
65
66
67
68
69
70

For the District:



Monica Martinez

Todd Scott


Todd Scott

For the AFT Part-Time Faculty United
Local 6286, AFL-CIO:



[April Allen \(Jul 14, 2023 09:50 PDT\)](#)

April Allen



[Jason Elias \(Jul 14, 2023 11:47 PDT\)](#)

Jason Elias, Field Representative

1
2
3 **TENTATIVE AGREEMENT BETWEEN THE**
4 **VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**
5 **AND THE AFT PART-TIME FACULTY UNITED, LOCAL 6286, AFL-CIO**
6 **November 1, 2022**
7

8 This tentative agreement between the Victor Valley Community College District and the AFT Part-
9 Time Faculty United, Local 6286, AFL-CIO, is expressly made pursuant to the Educational
10 Employment Relations Act and the parties' collective bargaining agreement. All other provisions in
11 the Collective Bargaining Agreement shall be deemed to remain unchanged unless otherwise
12 expressly stated.
13

14 **ARTICLE 2:**
15 **Recognition**
16

17 2.1 The District recognizes AFT Part-Time Faculty United as the exclusive bargaining agent and
18 representative of the Part-Time Faculty Bargaining Unit effective June 2, 2004.
19

20 2.2 The Part-Time Faculty Bargaining Unit is described in the PERB Certification of
21 Representation in Case No. LA-RR-1101-E, name as amended August 26, 2004 LA-AC- 59-
22 E. "Unit Members" shall mean all members of the Bargaining Unit, individually or collectively.
23

24 2.2.1 The Part-Time Faculty Bargaining unit shall include only part-time faculty teaching
25 sixty-seven percent (67%) or less of a full-time load either for credit or non-credit.
26 This includes the part-time faculty assignment portion of classified employees who
27 teach and all part-time counselors and part-time librarians not included in the full-time
28 faculty contract.
29

30 2.2.2 The Part-Time Faculty Bargaining unit shall exclude all management, supervisory,
31 classified (with the exception of teaching assignments performed by classified
32 employees), and confidential employees and all full-time or pro-rata permanent or
33 tenured faculty, contract or non-tenured faculty, full-time temporary faculty paid on
34 the regular and contract faculty salary schedule, substitutes, and lab supervisors.
35

36 2.3 ~~Unit Members on an authorized leave of absence remain members of the Bargaining~~
37 ~~Unit during such leaves of absence. Leaves of absences are not authorized beyond~~
38 ~~the conclusion of the contracted semester/session in which they were granted.~~
39

40 [\[Moved to Article 8.1.3.\]](#)

41 2.4 Any dispute between the District and AFT Part-Time Faculty United as to whether any new
42 or revised position is to be included within or excluded from the Bargaining Unit shall be
43 submitted to the exclusive jurisdiction of the Public Employment Relations Board ("PERB").
44

45
46 For the District:

47
48 

49
50
51 Monica Martinez

52 *Todd Scott*

53
54 Todd Scott

46 For the AFT Part-Time Faculty United
47 Local 6286, AFL-CIO:

48 

49 April Allen (Jun 15, 2023 11:16 PDT)

50 April Allen

51 

52 Jason Elias (Jun 22, 2023 11:25 PDT)

53
54 Jason Elias, Field Representative
55
56

1
2
3 **TENTATIVE AGREEMENT BETWEEN THE**
4 **VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**
5 **AND THE AFT PART-TIME FACULTY UNITED, LOCAL 6286, AFL-CIO**
6 **January 26, 2023**
7

8 This tentative agreement between the Victor Valley Community College District and the AFT Part-
9 Time Faculty United, Local 6286, AFL-CIO, is expressly made pursuant to the Educational
10 Employment Relations Act and the parties' collective bargaining agreement. All other provisions
11 in the Collective Bargaining Agreement shall be deemed to remain unchanged unless otherwise
12 expressly stated.
13

14 **ARTICLE 4**
15 **UNION RIGHTS**
16

17 4.1 A reasonable number of AFT Part-Time Faculty United representatives shall have the
18 right of access to areas in which employees work so long as the representatives do
19 not interfere with the work performance of any employee. AFT Part-Time Faculty
20 United representatives may not have access to classrooms during class time for
21 Union business or may not disrupt the learning and/or work environment.
22

23 4.2 Six bulletin boards shall be designated for the exclusive use of AFT Part-Time Faculty
24 United at the following locations/buildings: Vocational Education, Gym, Academic
25 Commons, Allied Health, Liberal Arts, and the Advanced Technology Center (ATC).
26 Items posted on this and other campus bulletin boards shall only contain official
27 business of AFT Part-Time Faculty United.
28

29 4.3 All items to be posted by the Union on other campus bulletin boards shall bear the
30 date of posting and the designation of AFT Part-Time Faculty United and shall be
31 removed by AFT Part-Time Faculty United no later than ten (10) days from the
32 posting date. A copy of any posted materials shall be provided to the
33 superintendent/president on the same day the item is posted.
34

35 4.4 A mailbox in the mailroom/staffroom, located in the same building as the AFT office,
36 shall be provided for exclusive use of AFT Part-Time Faculty United.
37

38 4.5 Communications placed by AFT Part-Time Faculty United in institutional mailboxes
39 shall bear the designation of AFT Part-Time Faculty United.
40

41 4.6 AFT Part-Time Faculty United will pay for its own supplies.
42

43 4.7 AFT Part-Time Faculty United shall be permitted free office space on the main
44 campus.
45

46 4.8 AFT Part-Time Faculty United shall be permitted the use of other facilities and
47 equipment subject to District policies and procedures governing their use. AFT Part-
48 Time Faculty United may schedule the occasional use of classrooms and meeting
49 facilities in the same manner as do other campus organizations and college
50 departments, divisions, and committees. For such uses, the Union shall follow the
51 same procedures for scheduling and use of campus facilities as are required of other
52 campus organizations and college departments, divisions, and committees.
53

54 4.9 Upon request, AFT Part-Time Faculty United shall be provided existing District
55 information and documents that are available to the public. In addition, the District
56 shall provide to AFT Part-Time Faculty United existing documents and data

57 necessary for the purposes of negotiations, administration of this Agreement,
58 processing of grievances, and representation of the members of the Bargaining Unit.
59 Such materials include, but are not limited to, existing financial reports and audits,
60 rosters of all personnel, budget plans and projections, allocation of state and federal
61 funds, and student enrollment data. Union requests for information not contained in
62 existing documents can be submitted in writing. The District need not provide the
63 requested information when to do so would be overly burdensome. If the District
64 agrees to provide the information, AFT Part-Time Faculty United will bear the cost
65 associated with complying with the request. The District shall provide AFT Part-Time
66 Faculty United with an estimated date of completion.

67
68 4.10 In satisfaction of the requirements of Chapter 10.7 of Division 4 of Title 1 of the
69 Government Code, during the regular semesters, the District shall provide a
70 cumulative total of 540 hours of compensation per semester to such Unit Members as
71 may be designated by the Union for purposes of meeting and negotiation and the
72 processing of grievances. Such Unit Members shall be compensated at their
73 appropriate hourly rate on the part-time faculty schedule. Such compensation shall be
74 considered as payment for professional ancillary activities and shall not be used for
75 purposes of calculating eligibility for contract or regular status under the "sixty-seven
76 percent law." (Education Code Sec. 87482.5(c).) Not later than the first day of each
77 semester, AFT Part-Time Faculty United will provide the Office of Human Resources
78 and the Office of Payroll & Benefits with a list of such designated Unit Members and
79 the number of hours of compensation awarded to each pursuant to this section. AFT
80 Part-Time Faculty United shall promptly notify the District should subsequent
81 changes be necessary. If an AFT Part-Time Faculty United designated
82 representative must miss a class due to union business, the representative shall
83 contact the appropriate dean so that every effort can be made to avoid a class
84 cancellation.

85
86 4.11 **The District shall provide the AFT Part-Time Faculty United with contact**
87 **information electronically for unit members as a list of the following**
88 **information, with each field in its own column, for all bargaining unit members**
89 **within five (5) days of the last payroll date of September, January, and May-as**
90 **follows:**

- 91 1. **First Name;**
- 92 2. **Middle initial;**
- 93 3. **Last name;**
- 94 4. **Suffix (e.g., Jr., III);**
- 95 5. **Preferred name (if indicated);**
- 96 6. **Job Title;**
- 97 7. **Department(s);**
- 98 8. **Primary worksite;**
- 99 9. **Work telephone number;**
- 100 10. **Home Street addresses (incl. apartment #);**
- 101 11. **Mailing address (if different);**
- 102 12. **City;**
- 103 13. **State;**
- 104 14. **ZIP Code (5 or 9 digits);**
- 105 15. **Home telephone number (10 digits) (if available);**
- 106 16. **Personal cellular telephone number (10 digits) (if available);**
- 107 17. **Personal email address of the employee (if available);**
- 108 18. **Hire date.**

109
110
111 **By the end of the fifth week of each term, the District shall provide in electronic**
112 **form to AFT Part-Time Faculty United the names, addresses, telephone**

113 numbers, e-mail address, and discipline(s) of all part-time faculty employed
114 that term. Upon AFT Part-Time Faculty United's request, within two (2) days the
115 Deans shall provide the assignment information for all individuals requested
116 for specified time periods. In addition, at the close of each pay period, the
117 District shall provide AFT Part-Time Faculty United with a list (in electronic
118 form) of all part-time faculty paid during that pay period.

119
120 The District shall also provide the above information regarding newly
121 hired Part-Time Faculty within 30 days of their date of hire.

122
123 Personal contact information restricted under Government Code section
124 6254.3 may be withheld upon an employee's written request to maintain
125 their private information.

126
127 In lieu of providing the information above in the form of a list, the District
128 may meet this obligation by providing the AFT Part-Time Faculty United
129 access to a secure electronic site within which the above information is
130 available.

131
132 4.12 At least once each month, designated representatives of the District and AFT Part-
133 Time Faculty United shall meet on a mutually agreed upon date, place, and time for
134 the purpose of reviewing the administration of this Agreement and for the purpose of
135 resolving any problems that may arise. Representatives of AFT Part-Time Faculty
136 United may submit agenda items for discussion. The agenda will be prepared by the
137 District and mutually agreed upon by both parties.

138
139 4.13 For those college-wide committees that have full-time union representation, the part-
140 time faculty union shall also have representation.

141
142 4.14 The District shall post this Agreement on the District Web site and also make it
143 available in PDF format for download from that Web site. The Office of Human
144 Resources shall provide each newly hired part-time faculty member with instructions
145 on how to find the Agreement on the District Web site. A unit member may obtain a
146 printed copy of this Agreement by submitting a written request to the Office of Human
147 Resources.

148
149 4.15 The District shall provide AFT Part-Time Faculty United with electronic access to
150 current board policies on the District Web site.

151
152
153 4.16 Payroll Deductions – The District shall make the appropriate deduction from each
154 bargaining unit member's monthly wages unless otherwise instructed by the AFT-
155 PTFU leadership. Any unit member who is paying dues through deduction may
156 stop making those payments as stated in the Authorization for Dues Withholding
157 from Earnings section of the Federation membership form.

158
159 4.17 New Employee Orientation – The District shall provide the AFT Part-Time
160 Faculty United with access to its new employee orientations.

161
162 4.17.1 "New employee orientation" refers to the process by which a newly hired
163 public employee — whether in person, online, or through other means or
164 media — is advised of their employment status, rights, benefits, duties
165 and responsibilities, or any other employment-related matters.

166
167 4.17.2 The District shall provide at least ten (10) days advance notice, when
168 possible, of Part-Time Faculty orientations to the Federation.

169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198

4.17.3 In the event the District conducts group orientations with new employees, the AFT Part-Time Faculty United shall have thirty (30) minutes for AFT Part-Time Faculty United representative(s) to conduct the orientation session at a certain time specified on the agenda.

- a. **The AFT presentation shall be included on the District's orientation agenda. [Note: See MOU 2/2/2022, section 4.]**
- b. **The AFT shall be allowed to present written materials, including a membership authorization form, during their presentation. [Note: See MOU 2/2/2022, Section 7.]**

4.17.4 Newly hired Part-Time Faculty who attend the District's orientation session shall be paid for three hours.

For the District:

For the AFT Part-Time Faculty United
Local 6286, AFL-CIO:



Randy Ericson (Jan 26, 2023 14:35 PST)



Jason L. Elias (Feb 2, 2023 10:35 PST)



Todd Scott



April Allen (Feb 8, 2023 20:06 PST)

1
2
3 **TENTATIVE AGREEMENT BETWEEN THE**
4 **VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**
5 **AND THE AFT PART-TIME FACULTY UNITED, LOCAL 6286, AFL-CIO**
6 **June 14, 2023**
7

8 This tentative agreement between the Victor Valley Community College District and the AFT Part-
9 Time Faculty United, Local 6286, AFL-CIO, is expressly made pursuant to the Educational
10 Employment Relations Act and the parties' collective bargaining agreement. All other provisions in
11 the Collective Bargaining Agreement shall be deemed to remain unchanged unless otherwise
12 expressly stated.
13

14 **ARTICLE 5**
15 **GRIEVANCE PROCEDURE**
16

17 **5.1 Definitions**
18

19 5.1.1 "Grievant:" a "grievant" is the Union (AFT PTFU), a unit member, or a group of
20 unit members who allege a violation, misinterpretation, or misapplication of one
21 or more specific sections of this Agreement.
22

23 5.1.2 "Grievance:" a "grievance" is an allegation that there has been a violation,
24 misinterpretation, or misapplication of one or more specific sections of this
25 Agreement.
26

27 5.1.3 "Working day:" for the purposes of this article, a "working day" is defined as any
28 calendar day that the College's business offices are open and classes are being
29 held. Working days do not include holidays or weekends.
30

31 **5.2 General Provisions**
32

33 5.2.1 The District and AFT Part-Time Faculty United agree that a reasonable effort will
34 be made by the District and the unit member(s) to resolve the grievance(s) in an
35 informal manner at the lowest possible level.
36

37 5.2.2 Each party involved in a grievance shall act in a timely manner so that the
38 grievance may be resolved promptly. However, with the written consent of the
39 Union and the District, the time limits for any level may be extended. The right to
40 grieve the incident is forfeited when AFT PTFU fails to adhere to the time limits. If
41 the District fails to respond within the time limits, the grievance will proceed to the
42 next level in the grievance process.
43

44 5.2.3 The Grievance and Appeal Form appears in Appendix B. The form requires that
45 the grievant must specify the precise section(s) of this Agreement which have
46 been violated, misinterpreted, or misapplied and requires the grievant to specify a
47 requested remedy.
48

49 5.2.4 The grievance process may not be used to challenge the termination or non-
50 renewal of an assignment unless a violation, misinterpretation, or misapplication
51 of Article 13 is alleged.
52

53 5.2.5 The grievant shall have the right to be present at the meeting for each level of the
54 grievance procedure. All parties shall make every effort to schedule grievance

55 meetings at mutually convenient times. A grievance meeting shall not be
56 scheduled during the time the grievant is required to be present in class.
57

58 5.2.6 Grievances of a similar or like nature may be joined as a single grievance upon
59 the written mutual consent of the grievants involved and the District. Should the
60 grievances be consolidated, the final grievance decision shall be binding upon all
61 parties to the consolidated grievance.
62

63 5.2.7 In adjusting the grievance, the grievant and the District shall have equal access to
64 any documents and District records not otherwise protected from access by law.
65 Access to the personnel file of the grievant by the Union will be permitted only
66 where the Union has the written authorization of the grievant.
67

68 5.2.8 All grievance documents and/or files shall be maintained in a section of the
69 Human Resources filing system separate from the personnel files. Access to
70 grievance documents shall be limited to District personnel charged with the
71 processing of grievances, the grievant, and AFT Part-Time Faculty United
72 representatives with written authorization by the grievant.
73

74 5.2.9 No reprisals of any kind shall be taken by the District or AFT Part-Time Faculty
75 United against any grievant or other participant in the grievance procedure by
76 reason of such participation.
77

78 5.2.10 Other than AFT Part-Time Faculty United no other person or organization may
79 represent the grievant. However, a bargaining unit member may file a grievance
80 on his/her own behalf and incur any costs. With the exception of arbitration, the
81 grievant shall be allowed to process and attend every step of the grievance
82 procedure.
83

84 5.2.11 The grievant shall be accompanied by AFT Part-Time Faculty United at all
85 grievance meetings unless representing himself/herself. In situations in which the
86 grievant has chosen to represent him/herself, the District shall not agree to a final
87 resolution of the grievance until AFT Part-Time Faculty United has received a
88 copy of the grievance and the proposed settlement and has been given the
89 opportunity to file a response to the matter within ten (10) working days of that
90 receipt. Such settlements shall not be precedents for other disputes, except by
91 written agreement between the District and the Union.
92

93 5.2.12 The Manager or Dean shall forward all documentation related to the grievance to
94 the Vice Presidents of Instruction and Human Resources.
95

96 5.3 Procedures

97 5.3.1 Informal

98 5.3.1.1 Within ~~fifteen (15)~~ twenty (20) working days after the alleged acts or
99 omissions giving rise to the complaint or after the grievant should
100 reasonably have known of the alleged act or omission giving rise to the
101 complaint, the grievant shall present the grievance to the grievance officer
102 of AFT PTFU to determine if a grievance against the contract exists. If the
103 complaint is a grievance, the grievant and AFT PTFU have ~~five (5)~~ ten
104 (10) days to schedule and hold a conference with the manager or dean.
105 The grievance officer will accompany the grievant to the informal
106 conference. If the grievant does not present the alleged grievance within
107
108

109 the fifteen (15) working days noted above, the right to grieve the incident
110 is forfeited.

111
112 5.3.1.2 The Manager or Dean shall have **five-ten (5-10)** working days to respond.
113 If not resolved, the matter will be moved to Level One Grievance.

114 115 5.3.2 Level One

116
117 5.3.2.1 Formal Level I: within ten (10) working days after Manager or Dean
118 responds, or should have responded, if the grievant is not satisfied, the
119 grievant and the grievance officer will present the grievance in writing to
120 the grievant's immediate Manager or Dean. The grievant shall deliver a
121 copy of the Level One grievance to AFT Part-Time Faculty United. If the
122 grievant does not present the grievance within the ten (10) working days
123 noted above, the right to grieve the incident is forfeited.

124
125 5.3.2.2 This grievance statement shall be a clear, concise statement of the alleged
126 violation, misinterpretation, or misapplication of a specific article and
127 section of this Agreement, the circumstances involved, the decision
128 rendered at the informal conference, if any, and the specific remedy
129 sought. The grievance shall be submitted on the Grievance Form.

130
131 5.3.2.3 The immediate Manager or Dean shall communicate his/her decision in
132 writing to the grievant and to AFT Part-Time Faculty United within ten (10)
133 working days after receiving the Level One grievance.

134 135 5.3.3 Level Two

136
137 5.3.3.1 In the event the grievant is not satisfied with the decision at Formal Level
138 One, the grievant may, with the grievance officer, within ten (10) working
139 days, appeal the decision in writing in a meeting with the Vice President of
140 Instruction or his/her designee. The grievant shall deliver a copy of the
141 Level Two grievance to AFT Part-Time Faculty United. This appeal shall
142 include a copy of the original grievance, the decisions rendered, and the
143 reasons for the appeal.

144
145 5.3.3.2 The Vice President of Instruction or designee shall communicate his/her
146 decision in writing to the grievant and AFT Part-Time Faculty United within
147 fifteen (15) working days after receiving the Level Two grievance.

148 149 5.3.4 Level Three: Mediation

150
151 5.3.4.1 If the grievant is not satisfied with the decision at Level Two, at the
152 grievant's option, he or she may, with the grievance officer, within ten

153
154 5.3.4.2 (10) working days of the receipt of the decision on the grievance from
155 Level Two, submit to AFT Part-Time Faculty United, a written request for
156 mediation of the grievance. Upon notification from AFT PTFU, the Vice
157 President of Human Resources shall, within ten (10) working days after
158 the receipt of the written request, submit to the California State Mediation
159 and Conciliation Services a request for the services of a mediator. AFT
160 Part-Time Faculty United and the District shall jointly agree to the mediator
161 selected.
162

163 5.3.4.3 If a satisfactory resolution of the grievance is achieved by means of this
164 mediation process, both parties to the grievance shall sign a written
165 statement of the resolution to that effect and thus waive the right to further
166 appeal the grievance.

167 5.3.5 Level Four: Arbitration

168
169
170 5.3.5.1 If the grievance was submitted to mediation but the mediation process did
171 not produce a mutually acceptable resolution, within ten (10) working days
172 of the mediation meeting, the grievant may request, in writing, that the
173 Union submit the matter to binding arbitration. Only AFT PTFU may make
174 the decision to move the grievance forward to binding arbitration. The
175 ability to move to binding arbitration is forfeited if the deadline to file is not
176 met.

177
178 5.3.5.2 If the decision of AFT PTFU is to move the grievance to binding
179 arbitration, then within fifteen (15) working days following receipt of the
180 written request for arbitration, the Union shall notify the District in writing
181 that it is submitting the grievance to binding arbitration.

182
183 5.3.5.3 AFT Part-Time Faculty United and the District shall attempt to agree upon
184 an arbitrator. If no agreement can be reached, within 15 working days, the
185 Vice President of Human Resources shall request a list of five (5) names
186 from the California State Mediation and Conciliation Services to provide a
187 roster of five names of persons experienced in hearing grievances in
188 public agencies. Each party shall alternately strike a name until only one
189 name remains. The order of striking shall be determined by lot. The
190 remaining name shall be the arbitrator.

191 5.3.6 Arbitration Procedure

192
193
194 5.3.6.1 The arbitrator shall have no power to alter, amend, change, add to, or
195 subtract from any of the terms of this Agreement, but shall determine only
196 whether or not there has been a violation, misinterpretation, or
197 misapplication of this Agreement. The decision of the arbitrator shall be
198 based solely upon the evidence and arguments presented to him or her by
199 the respective parties in the presence of each other and upon the
200 arguments presented in briefs.

201
202 5.3.6.2 Either party may, at its own expense, cause the hearing to be recorded by
203 a certified court reporter, and the other party may, at its own expense,
204 receive a certified copy of the record so created, or the parties may bear
205 the expense equally.

206
207 5.3.6.3 The arbitrator's decision shall be in writing and shall set forth all relevant
208 findings of fact, reasoning, and conclusions on the issues submitted. The
209 arbitrator shall be without power or authority to make any recommendation
210 that requires the commission of an act prohibited by law or that violates
211 the terms of this agreement. The findings, conclusion, and
212 recommendation of the arbitrator shall be final and binding on both parties.

213
214 5.3.6.4 The cost of the services of the arbitrator will be borne equally by the
215 District and Union. All other expenses shall be borne by the party
216 incurring them.

217
218
219
220
221
222
223
224
225
226
227

For the District:



Monica Martinez

Todd Scott

Todd Scott

For the AFT Part-Time Faculty United
Local 6286, AFL-CIO:



April Allen (Jun 15, 2023 11:19 PDT)

April Allen

Jason Elias

Jason Elias (Jun 22, 2023 11:27 PDT)

Jason Elias, Field Representative

- 58 6.3.1 A Unit Member who has not met the requirements to receive priority assignment as
59 described in 13.3 shall be evaluated during the first regular semester of employment
60 and during the third semester of employment.
61
- 62 6.3.2 A Unit Member may be observed any semester that the Unit Member is employed but not
63 less than once in a foursix-semester period.
64
- 65
- 66 6.3.3 Observations for the purpose of evaluation must be held during any scheduled class or
67 non-teaching assignment. An evaluatee shall be notified by the Dean or **Manager**
68 **appropriate administrator** five (5) working days in advance of an observation. The
69 notification shall include a copy of a blank observation form (see Appendix B).
70
- 71 a) Observations for **classes between more than eight (8) and less than** sixteen
72 (16) week **courses** shall be conducted no earlier than the third (3rd) week of
73 classes and no later than **three (3) weeks before the end of the class the**
74 **thirteenth (13th) week of the semester.**
- 75
- 76 b) ~~**Observations for classes between more than [eight] (8) and less than 16 weeks**~~
77 ~~**shall be conducted no earlier than the third (3rd) week of the class and no later**~~
78 ~~**than three (3) weeks before the end of the class.**~~
- 79
- 80 ~~**c)**~~ Observations for eight-week classes shall be conducted no earlier than the
81 second (2nd) week of the class and no later than the sixth (6th) week of the
82 class.
83
- 84 c) **Observations for part-time faculty in off-campus clinical settings may be**
85 **conducted whenever feasible during the semester due to the distance**
86 **and scheduling of clinical hours.**
87
- 88 d) Observations for short-term classes, **that are more than five (5) weeks but** less than
89 eight (8) weeks, shall be conducted after the first 20% and no later than 80% of class
90 meetings. An evaluatee shall be notified by the Dean or **Manager appropriate**
91 **administrator** twenty-four (24) hours in advance of an observation.
92
- 93 e) **Observations for short-term classes less than five (5) weeks, shall be**
94 **conducted before the end of the semester. An evaluatee shall be notified by the**
95 **Dean or appropriate administrator twenty-four (24) hours in advance of an**
96 **observation.**
97
- 98 6.3.4 Within five (5) days after discussing the observation with the reviewer, the evaluatee
99 may also have the option of requesting a second observation by a different observer in
100 the event that he or she has serious concerns with the initial observation.
101
- 102 6.3.5 The District reserves the right to make unannounced visits to the classroom or non-
103 instructional worksite.
104

105 6.4 General Evaluation Procedures

- 106
- 107 6.4.1 Unit Members shall be evaluated according to the criteria established by the District
108 and the Union.
109
- 110 6.4.2 The Unit Member shall also be notified that the evaluator or designee will conduct
111 student evaluations of the Unit Member's performance. When student participation is
112 less than 50% of the census enrollment, the evaluator shall take into account and
113 consider when evaluating the Unit member that less than a majority of the students
114 have provided feedback.

115
116 **6.4.3 For part-time faculty counselors, student evaluations will be administered**
117 **electronically at the conclusion of each meeting between the 4th and 12th weeks**
118 **of the semester.**
119

120 6.4.3 As a peer reviewer, a part-time or full-time faculty within the Unit Member's discipline
121 shall perform a classroom, library, or counseling observation of student contact
122 activities for at least thirty (30) minutes. **Part-time faculty can volunteer to be a peer**
123 **observer.** If a part-time or full-time faculty member from within the Unit Member's
124 discipline is not available to perform the peer review, the District shall select a peer
125 reviewer from a related **or similar** discipline.
126

127 a) **A part-time faculty member will have five (5) working days from the date they**
128 **receive notification that they will be evaluated to submit to the appropriate**
129 **administrator a recommendation for a peer observer (or observers) who have**
130 **agreed to participate in the evaluation. Participation for peer observation will**
131 **be voluntary. When no volunteers are identified, the Dean can offer the**
132 **assignment or conduct the observation themselves.**
133

134 b) The observer will receive in the college mail (electronic or hard copy) the class
135 observation form/peer review report (Appendix B).
136

137 c) **Part-Time Faculty can volunteer to observe. Deans will assign Part-Time**
138 **Faculty based on availability. When no volunteers are identified, the Dean can**
139 **offer the assignment or conduct the observation themselves.**
140

141 ~~d)~~ **Peer reviewers will be paid sixty-five dollars (\$6580) per peer**
142 **observation. Requests for compensation will be provided submitted to**
143 **payroll no later than the last regular payment within day of** the semester in
144 **which the observation was completed. Peer reviewers required to travel to a**
145 **clinical site for the purpose of the observation shall be eligible for mileage**
146 **reimbursement.**
147

148 ~~de)~~ Peer observation will follow the timeline in 6.3.3.
149

150 ~~ef)~~ The peer observer will send a hard copy of the completed form within one (1)
151 week to the appropriate administrator.
152

153 ~~f)~~ **There shall be a student feedback component included in the evaluation,**
154 **however, it shall not be the sole determining factor in the Unit Member's**
155 **evaluation.**
156

157 6.4.4 After all of the evaluation components have been completed, the Dean or **Manager**
158 **appropriate administrator** shall prepare a final evaluation report that includes the
159 observation report and a summary of student evaluations. The final evaluation report
160 ~~should~~ **shall** be completed no later than ~~two weeks the last week of class~~ prior to the
161 end of the class in which the member is being evaluated. That includes information
162 regarding each part-time faculty member's participation **in the following:**

163 ~~a)~~ **B** based on the most recent assessment and evaluation of Student Learning
164 Outcomes if assigned by Area Dean **or appropriate administrator** pursuant to Article
165 12.5.

166 ~~b)~~ **A description of how the unit member plans to use the results of the**
167 **assessment of learning outcomes to improve teaching and learning. [See ACCJC**
168 **Standard III (A)(6).]**
169

170 **If the Dean or appropriate administrator does not complete the final evaluation report**
171 **within the specified time frame, the evaluatee may request that the Dean or**

appropriate administrator complete the report within the first two weeks of the following semester.

- 6.4.5 ~~No later than two weeks prior to the end of~~ Prior to the start of the following semester in which the member is being evaluated and after the final evaluation report has been completed, the Dean or ~~Manager~~ appropriate administrator shall communicate with the Unit Member the results of the evaluation. For short-term classes, the Dean or appropriate administrator shall communicate the result of the evaluation with the unit member prior to the start of the following semester.
- 6.4.6 The final 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 final evaluation report shall be placed in the Unit Member's personnel file.
- 6.4.7 In the event that the evaluatee disagrees with the final 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 final evaluation report 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.
- 6.4.9 The parties agree that the evaluation process as outlined within this Article is a shared responsibility.
- a) Failure of the evaluatee to participate in the evaluation process as outlined within this Article relieves the District of considering priority assignments.
- b) ~~Failure by the District to complete the process as articulated within this Article will grant an eligible unit member temporary priority status.~~ If the District fails to complete an evaluation within two one semesters from the date it is due, the evaluation requirement will be deemed satisfied for that semester. If the unit member meets all other criteria outlined in Article 13.3, Eligibility for Priority Assignments, the unit member will be granted priority status.

For the District:



Monica Martinez

Todd Scott

Todd Scott

For the AFT Part-Time Faculty United
Local 6286, AFL-CIO:



April Allen (Jun 15, 2023 11:22 PDT)

April Allen



Jason Elias (Jun 22, 2023 11:27 PDT)

Jason Elias, Field Representative

1
2
3 **TENTATIVE AGREEMENT BETWEEN THE**
4 **VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**
5 **AND THE AFT PART-TIME FACULTY UNITED, LOCAL 6286, AFL-CIO**
6 **February 21, 2023**
7

8 This tentative agreement between the Victor Valley Community College District and the AFT Part-
9 Time Faculty United, Local 6286, AFL-CIO, is expressly made pursuant to the Educational
10 Employment Relations Act and the parties' collective bargaining agreement. All other provisions in
11 the Collective Bargaining Agreement shall be deemed to remain unchanged unless otherwise
12 expressly stated.
13

14 **ARTICLE 8:**
15 **Leaves**
16

17 **8.1 Sick Leave**
18

19 8.1.1 Unit Members will be granted sick leave on a prorated basis **(from 10 days)** as
20 required in the **Education Code Section 87781**. Prorated sick leave shall mean, for
21 example, if a Unit Member has a 40% load in a particular semester, the Unit Member
22 shall be credited with 40% sick leave of what a full-time faculty member is granted
23 for one semester **(i.e., 40% of 5 days, or 2 days)**. Sick leave for part-time faculty
24 shall be accumulated in hours.
25

26 8.1.2 A Unit Member shall notify the Division Dean or designee as soon as possible when
27 illness or injury causes the Unit Member to be absent from his or her assignment.
28 Unless the cause for absence arises unexpectedly within that time, such notice shall
29 occur no less than three (3) hours prior to the scheduled beginning time of the Unit
30 Member's assignment.
31

32 8.1.3 **Unit Members on an authorized leave of absence remain members of the**
33 **Bargaining Unit during such leaves of absence. Paid leaves of absences do not**
34 **continue beyond the conclusion of the contracted semester/session in which**
35 **they were granted.** If a Unit Member has a faculty assignment for a subsequent term,
36 then **sick-authorized leaves of absence** may be carried into that subsequent term.
37

38 **[From Art. 2.3.]**
39

40 8.1.4 The total unused sick leave accumulated by the Unit Member shall appear on each
41 payroll warrant.
42

43 8.1.5 Any unused portion of this sick leave will be accumulated indefinitely as long as the
44 unit member is a part-time faculty member of the District.
45

46 8.1.5.1 At the request of the employee, accumulated sick leave may be transferred to
47 other districts within California according to pertinent regulations. Once
48 transferred, sick leave cannot be transferred back to the District. The District
49 bears no responsibility for sick leave policies and procedures at other
50 institutions.
51

52 8.1.6 Deductions from sick leave for any person placed under quarantine shall be made on
53 the same basis as if the Unit Member were ill.
54

55 8.1.7 A Statement of Absence will be signed by any Unit Member absent because of illness
56 immediately upon his or her return to work. A return to work released from his/her
57 healthcare provider may also be required.

58 8.2 Personal Necessity Leave

59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114

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 sixty percent (60%) the amount of sick leave **(3 days, per Ed Code Section 87781.5)** 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 **paid leave of up three days, or five (5) days of paid leave if travel out of state or beyond a radius of three hundred (300) miles is necessary, sick leave for up to four (4) consecutive calendar days** upon the death of a member of **his or her** their immediate family.

Unit Members are also entitled to use accrued paid time off (e.g., personal leave, accrued and available sick leave that is otherwise available to the employee) or unpaid leave for the remainder of a total of five (5) days of leave bereavement death.

Additional days off (paid or unpaid) may be requested by the bargaining unit member.

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, registered domestic partner, or a person who has resided in the household of the Unit Member for two or more years.

8.3.3 Use of this leave shall be taken within three (3) months from the date of the death of the family member, and need not be taken consecutively.

8.3.4 Verification

Within thirty (30) days of a request by the District, the bargaining unit member may be required to provide documentation of the death of the immediate family member. Documentation includes death certificate, a published obituary, or written certification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

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.

- 115 8.4.2 Payment shall be made for such leave upon receipt of documentation from the court.
116 Payment shall be made only during the term of the member's teaching contract.
117
- 118 8.4.3 Notification for jury service leave shall be made to the dean within ten (10) working
119 days of the receipt of the summons, accompanied by a copy of the jury summons.
120

121 8.5 Leave to Attend Professional Conferences

- 122
- 123 8.5.1 With approval of the superintendent/president, or his/her designee, a Unit Member
124 may be authorized to travel to and attend conferences or special meetings in the
125 performance of school duties. Such travel and attendance at conferences will not
126 constitute absence from teaching service.
127
- 128 8.5.2 Upon return from authorized travel, the Unit Member shall submit a written request for
129 travel reimbursement to the administrative supervisor within a period of ten (10)
130 working days, provided that reimbursement for expenses has been authorized.
131

132 8.6 Catastrophic Leave

133

134 This program allows a part-time faculty member to donate accrued sick leave to support a
135 colleague who has exhausted his or her paid leave due to a catastrophic illness.
136

137 8.6.1 Definitions

138

139 8.6.1.1 Catastrophic illness: A serious illness or injury that is expected to incapacitate
140 the Unit Member for an extended period of time or that incapacitates a member
141 of the employee's family and is substantiated by a health care provider.
142

143 8.6.1.2 Eligible Family Member: An Unit Member's spouse, registered domestic
144 partner, parent, child, sibling, grandparent or grandchild; in-laws and step-
145 relatives in these relationships; registered domestic partner; or any other
146 person in the employee's household for whom there is a personal obligation.
147

148 8.6.2 Policy

149

150 8.6.2.1 Catastrophic Leave Bank – Establishment: A Catastrophic Leave Bank is
151 hereby established and is to be maintained by the District.
152

153 8.6.2.2 Eligibility – General: Any part-time faculty member who accrues sick leave may
154 act as a donor or a recipient during the regular term (fall or spring), providing
155 no categorical fund sources are utilized.
156

157 8.6.2.3 Eligibility – Recipients: The recipient must be on an approved leave without
158 pay for the period to be covered by the donations which will not exceed the
159 end of the current contract, i.e., fall or spring term for which employed. The
160 recipient must exhaust all paid sick leave before using donations and must
161 request donations in writing on a form approved by the District and the Union
162 and submitted to Human Resources.
163

164 8.6.2.4 Approvals: A request for catastrophic leave requires the approval of Human
165 Resources.
166

167 8.6.2.5 Making Donations: Providing that part-time faculty members have accrued at
168 least 13 hours of sick leave, they may volunteer to donate sick leave. The
169 donation may be for deposit into the Catastrophic Leave Bank. The donation
170 must be four (4) hours or more, in whole hour increments, and 9 hours of sick
171 leave must be retained in the donor's leave account. The donor may not

172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203

revoke the donation. Leave donated and not used by the requesting member will be banked for future unit members. **Leave may not be donated upon termination from employment with the District.**

8.6.2.6 Receiving Donations: Sick leave is transferred hour for hour, regardless of differing pay scales. For each pay period, the recipient uses his or her own accruals from the prior pay period, and then the number of donated hours needed to equal his or her pre-leave percent of time. No one person may use more than one-half of the leave available in the Catastrophic Leave Bank.

8.6.2.7 **Any unused balance in the Catastrophic Leave Bank shall accrue from year to year.**

8.6.2.8 Confidentiality: Information about the nature of the illness may be communicated to potential donors to the extent authorized by the employee. Information about a donor shall not be disclosed except by the donor.

8.6.2.9 HR will report the leave bank balance to the Union by the fifth week of each semester.

For the District:



Monica Martinez

Todd Scott

Todd Scott

For the AFT Part-Time Faculty United
Local 6286, AFL-CIO:



April Allen (Jun 15, 2023 11:15 PDT)

April Allen



Jason Elias (Jun 22, 2023 11:43 PDT)

Jason Elias, Field Representative

1
2
3 **TENTATIVE AGREEMENT BETWEEN THE**
4 **VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**
5 **AND THE AFT PART-TIME FACULTY UNITED, LOCAL 6286, AFL-CIO**
6 **January 26, 2023**
7

8 This tentative agreement between the Victor Valley Community College District and the AFT Part-
9 Time Faculty United, Local 6286, AFL-CIO, is expressly made pursuant to the Educational
10 Employment Relations Act and the parties' collective bargaining agreement. All other provisions
11 in the Collective Bargaining Agreement shall be deemed to remain unchanged unless otherwise
12 expressly stated.
13

14 **ARTICLE 9**
15 **WORKLOAD**
16

17 9.1 The load of an **adjunct part-time** faculty member will not exceed 67% of a full-time
18 faculty load without approval from the Chief Instructional Officer. There shall be no
19 arbitrary limit set by policy of the District or any division or department of the college
20 to restrict part- time faculty from achieving a sixty-seven percent (67%) workload.
21

22 9.2 Ancillary activities shall not be part of the calculation of the Unit Member's workload
23 for purposes of this Article and pursuant to Education Code section 87482.5(c).
24 Ancillary activities shall be duties and responsibilities assumed by a Unit Member that
25 are not required of all Unit Members having similar instruction, counseling, or library
26 assignments. Ancillary activities include, but are not limited to, service as a member of
27 the Academic Senate, hiring committees, evaluation committees, department
28 committees, and shared governance committees of the college. Other examples of
29 ancillary activities are grant-writing, curriculum development, advising student
30 organizations (unless that is an essential function of a particular instructional
31 assignment), and administering the Collective Bargaining Agreement and includes
32 mandatory paid orientation for new unit members or unit members absent for four (4)
33 or more consecutive semesters.
34

35 9.3 **The following minimum class guidelines are to be followed during the regular**
36 **academic year:**
37

38 1) The minimum class size for all classes ~~is typically shall be~~ twenty (20) at
39 census. The Chief Instructional Officer **has discretion to** make exceptions for
40 reasons that ~~shall may~~ include, but are not limited to:

- 41 a) Required in a VVC certificate
- 42 b) A course in a sequence of advanced study
- 43 c) Limited by classroom/laboratory facilities
- 44 d) An experimental or pilot course
- 45 e) Governed by state regulations mandating class size

46
47 2) Classes with ~~less fewer~~ than fifteen (15) students may be permitted **by at the**
48 **discretion of** the Chief Instructional Officer if they meet the requirements of
49 Title V, Section 51702.
50

51 **3) Research and independent study are exempt from such guidelines.**

52
53 **4) _____** The Chief Instructional Officer will review enrollment information **based upon**
54 **the close of regular registration as stated in the schedule of classes,** in
55 order to determine course cancellations **in accordance with Section 1**
56 **above.**

57
58 **4)** If a class is permitted to continue, it will not **generally** be closed during a
59 semester. If the **enrollment drops to zero during the semester class is**
60 **cancelled,** the instructor will be compensated at their prevailing hourly rate
61 for time worked up to the time of cancellation.

62
63 5) Any provisions in the Agreement applicable to class size (over-enrolled
64 classes) during the regular school year and the summer session shall also be
65 applicable in the winter session.

66
67 9.4 Maximum Class Size

68
69 9.4.1 In order to maintain quality instruction and to best serve students, maximum
70 course size will be determined by the Vice President of Instruction with
71 discipline chair and in accordance with the Best Teaching Practices as
72 prescribed by the Statewide Academic Senate. Course maximums will be listed
73 on the course outline of record.


74
75 9.4.2 The combined enrollment for multiple “face to face,” on-campus sections or
76 courses that are taught simultaneously by the same instructor shall not exceed
77 the maximum specified in Section 9.4.1.

78
79 9.4.3 It is possible to have an over-enrolled online class that is allowed by the Chief
80 Instructional Officer and agreed to in writing by the faculty member. Over-
81 enrollment will be compensated at their prevailing hourly rate and will not be
82 counted as load. Payment will be according to Table 1 below:

83
84 **TABLE I**

<u>Class Size</u>	<u>Percentage of Hourly Rate</u>
38-44 40-46	25%
45-51 47-53	50%
52-59 54-61	75%
60-62+	100%


85
86 For the District:


87
88
89 
90 Randy Erickson (Jan 26, 2023 14:34 PST)

91 
92 _____

93 Todd Scott
94 _____

85
86 For the AFT Part-Time Faculty United
87 Local 6286, AFL-CIO:

88
89 
90 Jason L. Elias (Feb 16, 2023 11:20 PST)

91 
92 _____

93 _____
94 _____

TENTATIVE AGREEMENT
 BETWEEN THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
 AND THE AFT PART-TIME FACULTY UNITED, LOCAL 6286, AFL-CIO
 June 14, 2023

This tentative agreement between the Victor Valley Community College District and the AFT Part-Time Faculty United, Local 6286, AFL-CIO, is expressly made pursuant to the Educational Employment Relations Act and the parties' collective bargaining agreement. All other provisions in the Collective Bargaining Agreement shall be deemed to remain unchanged unless otherwise expressly stated.

Article 10: Benefits
Part-time Health Insurance

Intentionally blank
[\[See attached MOU regarding part-time health care.\]](#)

ARTICLE 12
Compensation

12.1 ~~Effective beginning with the Fall 2018 semester (August),~~ Part-time faculty shall be paid for credit courses as shown in Table A.

12.1.1 For 2022-2023: Effective July 1, 2022, each cell of the part-time salary schedule (Table A) shall be increased by the state funded COLA for fiscal year 2022-2023 plus 4%. All retroactive salary increases will be paid within 45 calendar days of ratification by AFT and approval by the Governing Board.

12.1.2 For 2023-2024: Effective July 1, 2023, each cell of the 2022-2023 part-time salary schedule (Table A) shall be increased by 5%.

12.1.3 For 2024-2025: Effective July 1, 2024, each cell of the 2023-2024 part-time salary schedule (Table A) shall be increased by 3%.

Effective Fall ~~2020~~2022 semester and through the duration of this agreement, should CTA negotiate a percent increase to their salary schedules **higher than those negotiated by AFT**, AFT members will automatically receive the same percent increase to their hourly rate.

Table A
Academic/Vocational

	<u>Column A</u>	<u>Column B</u>	<u>Column C</u>	<u>Column D</u>	<u>Doctoral Stipend*</u>
Hourly Rate	\$61	\$62	\$64	\$67	\$ 100 125/unit for the academic year
Unit of Pay Credit Courses	\$1098	\$1116	\$1152	\$1206	

*** The above amounts shall be increased by the same percentage of wage increases in Article 12.1 above, rounded up to the nearest dollar effective July 1 of each year.**

46
47
48

Non-Credit Pay

Academic:	Vocational**:
Column A - Minimum Qualifications)	Column A - Minimum Qualifications) ****
Column B - (MA+15 or BA+60 ***)	Column B – (AA with 6 years of professional experience ****)
Column C - (MA+30 or BA+75 ***)	Column C – (BA with 2 years of professional experience ****)
Column D - (MA+45 or BA+90 ***)	Column D - (MA with 2 years of professional experience ****)
AFT	AFT
Column A - Minimum Qualifications)	Column A - Minimum Qualifications) ****
Column B - (<u>Master's A</u> +15 or <u>Bachelor's A</u> +60 ***)	Column B – (<u>Associate's A</u> –with 6 years of professional experience ****)
Column C - (<u>MA Master's</u> +30 or <u>Bachelor's A</u> +75 ***)	Column C – (<u>Bachelor's A</u> with 2 years of professional experience ****)
Column D - (<u>MA Master's</u> +45 or <u>BA Bachelor's</u> +90 ***)	Column D - (<u>MA Master's</u> with 2 years of professional experience ****)

- 49 * Not to exceed \$3,000
- 50 ** Those disciplines for which a master's degree is generally not expected or available
- 51 *** Including Master's Degree
- 52 **** Required Professional experience cannot be used for vertical progression on schedule

- 54 12.1.1 All adjunct part-time faculty are to be paid for credit courses with a stipend for accredited doctorates.
- 56 12.1.2 Part-time parity funding will be utilized according to regulatory provisions.
- 58 12.1.3 In the event of an unanticipated fiscal crisis, both parties agree to renegotiate in order to maintain the fiscal solvency of the district.

62 12.2 Placement and Advancement

64 12.2.1 Placement of New Part-Time Adjunct Faculty on the Salary Schedule

66 The Disciplines List by the Academic Senate for California Community Colleges will be the document used to determine academic/professional placement.

- 69 1. Academic Placement – Placement shall be made on the basis of academic education.
- 72 2. Column Placement: For academic faculty, column placement shall be made on the basis of academic education. Vocational/Professional Placement - Placement shall be made for- For vocational/professional faculty, placement shall be made on the basis of experience and academic education.

77 12.2.2 Advancement on the Salary Schedule (Column Advancement)

79 Advancement shall be made based on earned degrees and units earned subsequent to the completion of all requirements for the degree involved. All degrees and units must be germane to the faculty member's assignment, constitute an improvement of instructional skills or be germane to an alternate assignment of value to the District. All units, to be considered for lateral movement on the salary schedule, must be approved by the District in writing prior to taking the course. Application for approval shall be submitted to the Chair

of the Academic Development Committee, c/o Human Resources, on Appendix D-1 or D-2, for review and recommendation to the Superintendent/President for approval. If time constraints preclude prior recommendation by the Academic Development Committee to the Superintendent/President, the decision shall be made by the Superintendent/President or designee.

All degrees and units must be completed by and reported to Human Resources prior to November 1st of the contract year for movement on the salary schedule that year.

12.2.3 Acceptable Degrees and Units for Placement or Lateral Movement on the Salary Schedule

1. Only degrees and units from colleges accredited by the following Regional Accreditation Associations are accepted:

- a. Middle State Association of Schools and Colleges (MSA)
- b. New England Association of College & Secondary Schools (NE)
- c. North Central Association of Schools and Colleges (NC)
- d. Northwest Association of Secondary & Higher Schools (NW)
- e. Southern Association of College and Schools (SA)
- f. Western Association of Schools and Colleges (WASC)
- g. Accrediting Commission for Community and Junior Colleges (ACCJC)

2. All units must be upper division or graduate level with the following exceptions:

- a. Vocational/Professional faculty placed on Columns A or B.
- b. Demonstrated benefit to the college such as, a retraining goal approved by the Superintendent/President.

3. Foreign Transcripts

All foreign transcripts must be evaluated to U.S. standards through a foreign educational credential evaluation service. A current list of approved agencies providing this service is available in Human Resources.

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

**Table B-1
Enhanced Non-Credit**

	<u>Column A</u>	<u>Column B</u>	<u>Column C</u>	<u>Column D</u>
<u>Hourly Rate</u>	<u>\$61</u>	<u>\$62</u>	<u>\$64</u>	<u>\$67</u>
<u>Unit of Pay Credit Courses</u>	<u>\$1098</u>	<u>\$1116</u>	<u>\$1152</u>	<u>\$1206</u>

* The above amounts shall be increased by the same percentage of wage increases in Article 12.1 above, rounded up to the nearest dollar, effective July 1 of each year.

**Table B-2
Non-Credit Pay**

<u>Implementation Date</u>	<u>Hourly Rate</u>
----------------------------	--------------------

<u>Fall 2022 2019</u>	<u>\$5060</u>
<u>Units of Pay</u>	<u>\$900</u>

130 * The above amounts shall be increased by the same percentage of wage increases in Article
131 12.1 above, rounded up to the nearest dollar.

132
133 12.4 Parity funding for part-time faculty shall be applied according to law.

134
135 12.5 Part-Ttime Faculty shall be paid one hundred fifty dollars (~~\$100150~~) for writing all components of
136 each SLO assessment requested by their Division Dean. A Ppart-Ttime Faculty member is not
137 responsible for any assessment(s) unless they receive an explicit written request from their
138 respective Dean asking them to conduct an assessment for a specific course in their discipline. If a
139 Ppart-Ttime Faculty member is required by his/hertheir Division Dean to create a rubric because
140 one does not already exist, he/shethey shall be paid an additional fifty-ninseventy five dollars
141 (~~\$5975~~) for the creation of the rubric.

142
143 12.5.1 SLO assessments must be submitted by the due date directed by the Dean. The SLO
144 assessment coordinator will provide confirmation of receipt of assessment to the respective
145 Dean and the adjunct part-time faculty member.

146
147 12.5.2 Payment shall be made to the Ppart-Ttime instructors at the next available payroll after
148 instructor submits his/her completed assessments to the appropriate Division Dean with a
149 form including the courses and section numbers he or she has assessed.

150
151 12.6 In addition to hourly pay, each part-time faculty member will receive an additional one-hour's pay
152 per week for each section taught each semester. This additional pay is in consideration for the
153 time, effort, and contributions that part-time faculty spend with students outside of their contracted
154 time. Payments will be made on February 9 for the Fall semester and on August 9 for the Spring
155 semester.

156
157
158 For the District:

159
160
161 

162
163 Monica Martinez

164 *Todd Scott*

165
166 Todd Scott

158 For the AFT Part-Time Faculty United
159 Local 6286, AFL-CIO:

160
161 

162 April Allen (Jun 15, 2023 11:24 PDT)

163 April Allen

164 

165 Jason Elias (Jun 22, 2023 11:45 PDT)

166 Jason Elias, Field Representative

167

1
2
3 **TENTATIVE AGREEMENT BETWEEN THE**
4 **VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**
5 **AND THE AFT PART-TIME FACULTY UNITED, LOCAL 6286, AFL-CIO**
6 **May 31, 2022**
7

8 This tentative agreement between the Victor Valley Community College District and the AFT Part-
9 Time Faculty United, Local 6286, AFL-CIO, is expressly made pursuant to the Educational
10 Employment Relations Act and the parties' collective bargaining agreement. All other provisions in
11 the Collective Bargaining Agreement shall be deemed to remain unchanged unless otherwise
12 expressly stated.
13

14 **ARTICLE 11**
15 **Working Conditions**
16

17 11.1 Safe Working Conditions. Other than the hazards that are customary and usual for their
18 occupation, Unit Members shall not be required to work in unsafe conditions or to
19 perform tasks that endanger their health, safety, or well-being.
20

21 11.1.1 Compliance. The District and each Unit Member shall endeavor to maintain
22 facilities according to current requirements imposed by the county, state, and
23 federal laws, including, but not limited to, the county ordinances policed by
24 county safety inspectors through the Central Services Department, the
25 Occupational Safety and Health Act of 1973 (29 U.S.C. 651 et seq.) administered
26 by the OSHA Review Commission and the California Occupational Safety and
27 Health Act (California Labor Code Sections 6300 et seq.) administered by the
28 Division of Industrial Safety.
29

30 11.1.2 Reporting. It shall be the duty and responsibility of both the District and the Unit
31 Members to report any condition believed to be a violation of Section 11.1.1 of
32 this Agreement. **Except in cases of emergencies,** Unit Members shall report in
33 writing to the vice president for Administrative Services as soon as possible after
34 observance. This section of the Agreement shall not be the basis for discipline of
35 a Unit Member. However, nothing contained in this section shall be construed as
36 limiting the right of the District to discipline a Unit Member for failure to report a
37 safety violation if the duty to report arises under the statutes cited in Section
38 11.1.1 or the common law of the state of California or the United States of
39 America.
40

41 11.1.2.1 The District shall investigate alleged violations of the statutes cited in
42 Section 11.1.1 and take appropriate, reasonable action within the time
43 constraints specified in the statute. Within ten (10) working days of the
44 taking of corrective action, the District shall inform the Unit Member of
45 the action taken.
46

47 11.1.2.2 No Unit Member shall suffer any recrimination and/or reprisals as a
48 result of reporting any condition believed to be a violation of Section
49 11.1.1 of this Agreement.
50
51

52 11.2 Participation in Governance

53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97

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.~~

~~11.4~~ Part-Time Faculty Work Area. The District shall provide Unit Members four (4) common work areas to be shared with all Unit Members. The common area shall include enclosed spaces which provide 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. No fewer than two (2) work areas will be on the lower campus and no fewer than two (2) on the upper campus.

11.45 Travel. If a Unit Member has written District approval to use his or her own vehicle for authorized District business, the District shall:

11.45.1 Provide reimbursement at the District's established mileage rate.

11.45.2 Provide Worker's Compensation insurance for that Unit Member per the District's insurance policy coverage.

11.56 Parking. The District shall not charge any Unit Member for parking at any District site or facility.

11.67 Commencement. Participation at commencement shall be voluntary.

For the District:



Monica Martinez

Todd Scott

Todd Scott

For the AFT Part-Time Faculty United
Local 6286, AFL-CIO:



April Allen

Jason L Elias

Jason L Elias (Jun 21, 2022 14:43 PDT)

Jason Elias, Field Representative

1
2
3
4
5
6
7
8
9
10
11
12
13
14

**TENTATIVE AGREEMENT BETWEEN THE
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
AND THE AFT PART-TIME FACULTY UNITED, LOCAL 6286, AFL-CIO
February 7, 2023**

15
16
17
18
19
20
21
22
23
24
25
26

This tentative agreement between the Victor Valley Community College District and the AFT Part-Time Faculty United, Local 6286, AFL-CIO, is expressly made pursuant to the Educational Employment Relations Act and the parties' collective bargaining agreement. All other provisions in the Collective Bargaining Agreement shall be deemed to remain unchanged unless otherwise expressly stated.

27
28
29
30
31
32
33

**ARTICLE 13
FACULTY ASSIGNMENTS**

34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

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 discipline, the Chief Instructional Officer 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 actively taught for Victor Valley Community College District at least two (2) of the four (4) semesters within the two (2) academic years preceding the semester assignment in question.

13.3.3 The Unit Member shall have received two (2) satisfactory final evaluations reports.

13.3.4 To remain on the Priority List, the following conditions must be met:

- a. Part-time faculty members who have qualified for priority of assignment rights within a specific discipline and who after such qualification receive an overall unsatisfactory evaluation will be timely notified of the areas identified as deficient. If during the next semester the faculty member receives less than an overall satisfactory evaluation, then he or she shall be removed from the priority list in that discipline. The faculty member may be reinstated after she/he has received two

52 consecutive overall evaluations of satisfactory or above in that
53 discipline.

- 54
55 b. The Unit Member shall NOT, without good and sufficient cause, have
56 failed to complete her or his acceptance agreement as per Section
57 13.5 unless the District fails to provide the acceptance agreement in a
58 timely manner.

59
60 13.3.5 The ~~Chief Human Resource Officer Vice-President of Instruction~~ or
61 designee shall send an updated part-time faculty priority hire list to the ~~Chief~~
62 ~~Instructional Officer Vice-President of Human Resources~~ or designee and
63 AFT PTFU ~~by within 30 days after~~ the end of each Fall and Spring semester
64 to be implemented for the same semester the following academic year.

65
66 13.4 Discipline Priority Lists

67
68 13.4.1 The ~~Chief Instructional Officer Vice-President of Instruction~~ or designee
69 shall establish for each discipline a Priority List of part-time faculty members
70 who meet the requirements in 13.3.1 through 13.3.4 above and have
71 satisfactory or higher consecutive evaluations for the previous two (2)
72 academic years. Each discipline will have a Priority List and individuals may
73 be listed on several Priority Lists. Each year, that Priority List shall be updated
74 no later than ~~thirty-fourty-five (30-45)~~ days following the close of each
75 semester. This updated priority list and shall include updated FTEF data
76 and shall be forwarded to the AFT PTFU no later than forty-five (45) days
77 following the close of each semester.

78
79 13.4.2 An individual part-time faculty member's priority for assignment shall be
80 determined by her/his total accumulated FTEF (full-time equivalency) within a
81 specific discipline. In cases where ties in priority of assignment need to be
82 broken, the following shall be considered:

- 83
84 a) The unit member's start date as a continuous part-time faculty
85 member,
86
87 b) A part-time faculty member who had no assignment due to
88 circumstances beyond his/her control for 18 months (see section
89 13.5.2),
90
91 c) A part-time faculty member who received approval by the ~~Chief~~
92 ~~Instructional Officer Vice-President of Instruction~~ to decline all
93 offered assignments for a period of twelve (12) months (see section
94 13.5.3) at the District.

95
96 If a tie for priority of assignment still exists among part-time faculty after the
97 above three (3) criteria have been applied, the tie shall be broken by lot.

98
99 13.4.2.1 When used in this Article, FTEF means Full Time Equivalent Faculty.
100 One FTEF equals 1.00 or 100% per semester and may consist of
101 lecture only, laboratory only, individualized instruction, or combination
102 thereof. The following represents FTEF calculations rounded to the

103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153

nearest thousandth:

- a. The FTEF for lecture is calculated by dividing the maximum total number of hours of the class for the semester, as defined in the approved course outline, by 270. For example, a course approved for 3 hours per week will have a maximum of 54 hours. The workload is 0.20 or $54/270 = 0.20$.
- b. The FTEF for individualized instruction is calculated by dividing the total number of hours of the class for the semester, as defined in the approved course outline, by 324. For example, a course approved for 3 hours per week will have a maximum of 54 hours. The workload is 0.20 or $54/324 = 0.167$.
- c. The FTEF for laboratory is calculated by dividing the total number of hours of the class for the semester, as defined in the approved course outline, by 378. For example, a course approved for 3 hours per week will have a maximum of 54 hours. The workload is 0.143 or $54/378 = 0.143$.
- d. The following is an example of calculation of workload for combined lecture and laboratory:

CHEM 202 (54 hours lecture, 108 hours lab). The workload is $\text{CHEM 202} = 0.486$ or $(\text{lec } 54/270 = 0.020) + (\text{lab } 108/378 = 0.286) = 0.486$.
- e. Non-credit FTEF is calculated by dividing the total number of hours of the class for the semester as defined in the approved course outline by 378.
- f. Non-instructional part-time faculty member (counselors, librarians, etc.): one FTEF equals 35 hours/week for a primary term semester (16 weeks).

FTEF credit will accumulate for any assignment the part-time faculty member held at census.

13.4.2.2 Where part-time faculty member has been or is currently employed by the District in a capacity other than part-time teaching, only the time during which the part-time faculty member was actively teaching part-time shall be counted in determining accumulated FTEF. Full-time teaching units shall not count toward accumulated FTEF for purposes of this article, except part-time faculty member on a temporary full-time teaching assignment of no more than one year shall have 67% of such full-time teaching load counted in his/her accumulated FTEF.

13.4.3 Once the Priority Lists have been established as provided in 13.4.2 above, those part-time faculty members making such lists shall remain on the lists without having to re-qualify; except that a part-time faculty member may be

154 removed as provided in 13.3.4, 13.5.4, and 13.5.5 below.
155

156 13.4.4 Within one week after **initial contractfull-time** faculty assignments have
157 been made, the **Chief Instructional Officer Vice-President of Instruction**
158 or designee shall provide via email a list of all available assignments to the
159 part-time faculty members on the priority hire list. The part-time faculty
160 members shall respond via email or written documentation within **six (6) five**
161 **(5)** working days, indicating their preference for assignments (up to the legal
162 percentage limit of a full-time load). **Faculty shall also indicate the**
163 **days/times in which they are not available for assignments.**
164

165 **The CIO or designee shall respond w**Within five (5) working days, **the**
166 **Vice-President of Instruction or designee shall notify confirming** the
167 part-time faculty members² **of their** assignments.
168

169 **For assignments that become available less than 30 days prior to the**
170 **start of classes, part-time faculty shall respond via email or written**
171 **documentation within 3 working days indicating their preference for the**
172 **assignment.**
173

174 13.4.5 **Assignment Sequence**
175

176 **13.4.5.1** Part-time faculty members' course assignments shall proceed in the
177 following order: (a) **Part-time faculty members those** on the Priority List, and (b)
178 **Part-time faculty membersthose** on the Priority List in order of their accumulated
179 FTEFs **within a discipline.**
180

181 **A part-time faculty member who is not on the priority list shall not receive an**
182 **offer of assignment unless each individual faculty member on the priority**
183 **list has been offered an assignment according to this Article.**
184

185 13.4.6 Part-time faculty members who are determined to be no longer eligible by the
186 **Chief Instructional Officer Vice-President of Instruction** for priority
187 assignment will be notified in writing by the Dean.
188

189 13.5 Offers of Assignments
190

191 13.5.1 In the event the percentage of FTEF assignment of a part-time faculty
192 member who has qualified for priority of assignment rights must be reduced
193 due to circumstances beyond his/her control (cancellation of a class(es),
194 hiring of **contractfull-time** faculty, etc.), the affected faculty member shall
195 have the right to maintain her/his current percentage of FTEF assignment. If
196 the cancellation is made prior to the start of classes, part-time faculty who
197 had a reduction in assignment will be contacted by the appropriate manager
198 and advised of the assignments from their approved list which are either
199 available or being held by a part-time faculty member with less or no priority
200 of assignment status. The affected part-time faculty member may then select
201 an assignment within her/his approved list of assignments. The intended
202 result of this selection shall be to displace the faculty member with the least
203 priority of assignment or no priority of assignment. In the event the above
204 reduction must be made after the first day of instruction, the affected part-

205 time faculty member shall not displace other part-time faculty members until
206 the subsequent semester. The amount of FTEF the faculty is assigned shall
207 be within the guidelines of the District and the California Education Code.
208

209 13.5.2 Part-time faculty who are not given any assignment for circumstances beyond
210 their control (course cancellations, hiring of ~~contract~~**full-time** faculty, etc.)
211 will retain their accumulated FTEF for a period of eighteen (18) months. Part-
212 time faculty shall remain in contact with the appropriate manager during this
213 time period so that they may be called back if conditions warrant.
214

215 13.5.3 Part-time faculty who decline all offered assignments will retain their
216 accumulated FTEF for a period of twelve (12) months, provided the reason
217 for the declination of assignments was approved by the **Chief Instructional**
218 **Officer-Vice-President of Instruction.**
219

220 13.5.4 **A part-time faculty member shall lose all priority rights and his/her**
221 **name shall be removed from the priority list(s) if he/she has refused to**
222 **accept an assignment without approval from the Vice-President of**
223 **Instruction for two consecutive semesters. A part-time faculty member**
224 **on a medical leave or parental of absence (as defined in Article 8) shall**
225 **remain on the priority list during the semester that the leave is taken.**
226 **Part-time faculty who voluntarily decline all offered assignments within**
227 **a discipline, without approval of the Chief Instructional Officer, shall**
228 **lose all priority of assignment rights.**
229

230 13.5.5 Part-time faculty, who fail to return a signed contract prior to the first day of
231 their instructional assignment, will forfeit their right of assignment for the
232 semester unless approved by the ~~Chief Instructional Officer-Vice-~~
233 **President of Instruction** or unless the District fails to provide the contract in
234 a timely manner to meet the deadline in this Article.
235

236 13.5.6 **Whenever possible, in the event a unit member's assignment is**
237 **canceled within two weeks prior to the beginning of the assignment and**
238 **not rescheduled or reoffered during the same term, the District will**
239 **compensate the unit member \$300 or a week's pay at their current**
240 **instructional rate per canceled course, whichever is higher.**
241

242 **13.5.7 Whenever possible, part-time faculty will be informed of assignments at**
243 **least six weeks in advance.**
244 **[Educ. Code § 87482.8.]**
245

246 **13.5.8** The ~~v~~**V**ice ~~p~~**P**resident of Instruction or designee shall retain the right to
247 assign Unit Members not on the Priority List or prospective Unit Members to
248 meet new and/or emerging instructional or programmatic needs for the
249 assignments(s). For the purposes of this section, "new and/or emerging
250 instructional or programmatic needs" shall **mean include, but not be limited**
251 **to:**
252

253 13.5.~~86~~**1** An assignment or course which has not previously been offered at
254 Victor Valley College and for which no Priority List exists or for which
255 no individuals possess the Chancellor's Office minimum

256 qualifications;

257

258 13.5.~~86~~.2 An assignment or course for which there are emerging trends or
259 required specialized knowledge in subject matter or methodology,
260 and no Unit Member on the Priority List possesses the Chancellor's
261 Office minimum qualifications.

262 13.5.97 Part-time faculty members who have not qualified for priority of assignment
263 rights within a specific discipline shall have no re-employment rights within that
264 discipline.

265

266 13.6 Equal Access to Assignments

267

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

271

272 13.7 Schedule of Classes

273

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

278

279 13.8 Syllabus Submission

280

281 Faculty are required to submit one electronic version of their syllabus for each course
282 they are teaching to their dean's office or the Office of Instruction, or any other
283 designee by the end of the first day of class. Any revisions to the syllabus shall be re-
284 submitted to the respective dean's office no later than the following class meeting.

285

286 13.9 Eligibility for Full-time Faculty Positions

287

288 Unit Members may apply and shall be considered for any new or vacant full-time
289 faculty position in accordance with established District hiring policies and procedures.

290

291 13.9.1 A bargaining unit member's application packet for an advertised full-time
292 Academic position will be forwarded to the screening committee provided he
293 or she meets the following requirements:

294

295 13.9.1.1 The advertised minimum qualifications for the position.

296

297 13.9.1.2 Completion of all the required application procedures.

298

299 13.9.2 For each advertised full-time Academic position, the District will provide Part-
300 time Faculty United, upon completion of the hiring process, with the number of
301 applicants meeting the minimum qualifications, the number of bargaining unit
302 members who applied and the number of bargaining unit members interviewed
303 by the Screening Committee, providing members of the part-time faculty
304 identify themselves.

305

306 13.9.3 Vacant full-time positions will be posted on the District website. Part-Time

307 Faculty United, will be notified in writing, or by email, of all full-time vacancies
308 within fifteen (15) days of the decision to open a position for hire.
309

310 13.9.4 When a position is being filled on an interim basis to allow for full and open
311 recruitment, a Unit Member may be appointed to fill the position on a
312 temporary basis [Title 5, Sec. 53021(b)(1)]. "Where in-house or promotional
313 only recruitment is permitted, the district shall comply with its established
314 hiring procedures and all district employees shall be afforded the opportunity
315 to apply and demonstrate that they are qualified." [Title 5, Sec. 53021(b)(3)].
316

317 **13.9.5 A unit member may serve as a full-time temporary faculty employee as**
318 **provided for by applicable sections of the Education Code.**
319

320 13.10 A parallel process for Article 13 will exist within Student Services for employing part- time
321 faculty.
322

323 13.11 Ancillary Assignments
324

325 Any college assigned and approved Ancillary activities performed by part-time faculty
326 members shall **be memorialized by a written contract and** be compensated **by**
327 **agreed-upon stipend or prorated at their current rate of instructional pay.**
328

329
330 For the District:

331
332
333 

334
335 Monica Martinez

336 *Todd Scott*

337
338 Todd Scott
339

For the AFT Part-Time Faculty United
Local 6286, AFL-CIO:

April Allen

April Allen (Jun 15, 2023 11:17 PDT)

April Allen

Jason Elias

Jason Elias (Jun 22, 2023 11:45 PDT)

Jason Elias, Field Representative

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

**TENTATIVE AGREEMENT BETWEEN THE
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
AND THE AFT PART-TIME FACULTY UNITED, LOCAL 6286, AFL-CIO
August 16, 2022**

This tentative agreement between the Victor Valley Community College District and the AFT Part-Time Faculty United, Local 6286, AFL-CIO, is expressly made pursuant to the Educational Employment Relations Act and the parties' collective bargaining agreement. All other provisions in the Collective Bargaining Agreement shall be deemed to remain unchanged unless otherwise expressly stated.

**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 works** created or developed by the Unit Member and not falling within the purview of 14.1 above, shall be governed by Board Policy 3710.

14.3 Unit members shall receive **\$200250** per unit **or non-credit equivalent** for curriculum that is **assigned to be** developed and has been approved through the appropriate process, including the curriculum committee. All payments shall be approved by the **appropriate area dean Vice President of Instruction**.

~~14.4 The maximum amount allotted for AFT Part-Time Faculty United shall not exceed \$10,000 per academic year for curriculum development.~~
[AFT – Move to Assignment.]

For the District:



Monica Martinez



Todd Scott

For the AFT Part-Time Faculty United
Local 6286, AFL-CIO:



April Allen



Jason Elias, Field Representative

1
2
3 **TENTATIVE AGREEMENT BETWEEN THE**
4 **VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**
5 **AND THE**
6 **AFT PART-TIME FACULTY UNITED, LOCAL 6286, AFL-CIO**

7
8 **May 24, 2022**
9

10 This tentative agreement between the Victor Valley Community College District and the AFT Part-
11 Time Faculty United, Local 6286, AFL-CIO, is expressly made pursuant to the Educational
12 Employment Relations Act and the parties' collective bargaining agreement. All other provisions in
13 the Collective Bargaining Agreement shall be deemed to remain unchanged unless otherwise
14 expressly stated.
15

16 **ARTICLE 15**
17 **ACADEMIC FREEDOM**
18

19 **15.1** Academic Freedom shall be granted in accordance with the provisions of Board Policy
20 4030, Academic Freedom. Victor Valley College believes academic freedom in relation to
21 teaching duties is fundamental and essential to the teaching profession:
22

- 23 1. Teachers must be free to teach and students free to learn. Both must have access to
24 and be free to explore and discuss issues and divergent points of view. Both must be
25 free to form, hold, and express judgments and opinions, responsibly identifying them
26 as such. The profession must defend itself and its members from any abridgment of
27 academic freedom.
28
- 29 2. Teachers must have the responsibility for developing curriculum and selecting
30 instructional materials and methods to meet the goals of that curriculum. Teachers
31 and governing boards must develop procedures to be followed when there are
32 criticisms/objections to methods or materials. The content of instruction must be
33 judged and controlled by skilled professionals without undue interference by any
34 individual or group. Individuals or groups, which seek to inhibit academic freedom,
35 must not have influence over the hiring, firing, promotion or due process rights of
36 teachers.
37
- 38 3. The same policies and protections applied to full-time teachers apply also to part-time
39 and temporary teachers.
40
- 41 4. Teachers must be free to evaluate, criticize, and/or advocate personal points of view
42 concerning educational matters in the classroom. Teachers must not be restricted
43 when assisting their colleagues in the event their academic and/or professional
44 freedoms are violated.
45
- 46 5. Teachers must be employed, promoted, or retained in relation to their teaching
47 abilities and performance without discrimination or harassment regarding their
48 personal opinions or their scholarly, literary, or artistic endeavors. The presence
49 during class of any individual or organization whose intent is to decide or
50 determine what is accurate or inaccurate inhibits academic freedom.
51

52 Reference: Title 5, Section 51023; **Accreditation Standard 2.2 Board**
53 **adopted 9/11/01**
54 **Board revised 2/11/03**

55 For the District:

56

57

58

59



60 Monica Martinez

61

Todd Scott

62

63 Todd Scott

For the AFT Part-Time Faculty United
Local 6286, AFL-CIO:

April Allen

April Allen (May 31, 2022 09:36 PDT)

April Allen

Jason L Elias

Jason L Elias (May 31, 2022 10:47 PDT)

Jason Elias, Field Representative

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55

**TENTATIVE AGREEMENT
BETWEEN THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
AND THE AFT PART-TIME FACULTY UNITED, LOCAL 6286, AFL-CIO
June 14, 2023**

This tentative agreement between the Victor Valley Community College District and the AFT Part-Time Faculty United, Local 6286, AFL-CIO, is expressly made pursuant to the Educational Employment Relations Act and the parties' collective bargaining agreement. All other provisions in the Collective Bargaining Agreement shall be deemed to remain unchanged unless otherwise expressly stated.

**ARTICLE 17
DISCIPLINE**

The District may terminate the employment of a temporary employee at its discretion at the end of a day or week, whichever is appropriate. The decision to terminate the employment is not subject to judicial review except as to the time of termination.

For less serious infractions, the District may in its discretion attempt to remediate the behavior through verbal or written warnings or other corrective measures.

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 — Progressive 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**

- 56 colleges by the board of governors or by the governing board of the
57 community college district employing him or her.
58 (g) Conviction of a felony or of any crime involving moral turpitude
59 (h) Conduct specified in Section 1028 of the Government Code
60

61 **ARTICLE 18**
62 **COMPLAINTS AGAINST A UNIT MEMBER**
63

- 64 18.1 ~~Discipline shall not be imposed upon a Unit Member as a result of oral or~~
65 ~~anonymous complaint(s).~~ Complaints shall be in writing, signed and dated by the
66 complainant. However, the District may receive an anonymous complaint and, if the
67 complaint is investigated and verified, may take appropriate action.
68
69 18.2 Unit Members shall have a reasonable opportunity to respond to complaints lodged
70 against them.
71
72 ~~18.3 Disciplinary action taken as a result of a complaint shall be in accordance with~~
73 ~~the provisions of Article 17.~~
74
75 ~~18.4 Prior to imposing disciplinary action based upon a complaint, the District shall~~
76 ~~conduct a reasonable investigation of the complaint.~~
77
78
79

80 For the District:

81 
82 _____

83
84
85 Monica Martinez

86 *Todd Scott*

87 _____
88 Todd Scott
89

For the AFT Part-Time Faculty United
Local 6286, AFL-CIO:

April Allen

April Allen (Jun 15, 2023 11:25 PDT)

April Allen

Jason Elias

Jason Elias (Jun 22, 2023 11:48 PDT)

Jason Elias, Field Representative