

AGREEMENT

Between

WEST HILLS COMMUNITY COLLEGE DISTRICT

And

**WEST HILLS COLLEGE FACULTY
ASSOCIATION/CTA/NEA**

2006-2009

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10 EXHIBITS ATTACHED:

11 "A" – Evaluation Forms

12 "B" – Academic Calendars

13 "C" – Salary Schedules

14 "D" – Grievance Forms

15 "E" – Sabbatical Leave Form

16 "F"-- Time off Duty Form

17 "G"—Seniority List

18

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3 **ARTICLE 1. RECOGNITION**

4 The Board of Trustees of the West Hills Community College District (the "Board" or "District")
5 recognizes the West Hills College Faculty Association, CTA/NEA (the "WHCFA" or the "Asso-
6 ciation") , as the sole and exclusive representative of all full-time instructors, librarians and
7 counselors whose contractual obligation equals or exceeds .60 full-time equivalent. All other
8 employees of the District including but not limited to the following are excluded: substitutes,
9 summer session instructors, librarians, counselors, consultants, temporary employees hired for
10 less than a semester, division chairs, managerial, supervisorial and confidential employees.

11 The Board agrees not to negotiate with any other organization on matters of scope over which
12 the Association has rights of exclusive representation, and agrees not to negotiate with any
13 member of the unit individually during the duration of this Agreement on matters subject to
14 negotiations.

15
16 The Association recognizes the Board as the duly elected representative of the people and agrees
17 to negotiate only with the Board's officially designated representatives. WHCFA further agrees
18 that neither it nor any of its members or agents will attempt to negotiate privately or individually
19 with the Board, any Board member, administrator, or other person or persons not officially
20 designated by the Board as its representative.

21
22 On May 2, 1977, the West Hills Community College Faculty Association/CTA/NEA was
23 recognized as the exclusive representative of a unit composed of certain certificated employees
24 of the West Hills Community College District.
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1 **ARTICLE 2. ASSOCIATION RIGHTS**

2
3 2.1 Use of Buildings and Facilities

4
5 The Association shall have the right to reasonable use of District buildings and facilities.

6
7 2.2 Notice of Activities

8
9 The Association shall have the right to post notices of activities and matters of Association
10 concern on designated bulletin boards. A courtesy copy of posted material will be provided the
11 District's Chancellor and President at the time of the posting.

12
13 2.3 Mail Service

14
15 Consistent with the limitations of the law, the Association may use the District mail service for
16 communicating with its members.

17
18 2.4 Access to District Property

19
20 Authorized representatives of the Association shall be permitted access to District property to
21 conduct proper Association business provided that such business does not interfere with the
22 duties of District employees. The Association, or its authorized representative, shall notify the
23 District's Chancellor and President in advance, where possible, of a visit to the College by an
24 Association representative, providing information regarding purpose of visit and estimated times
25 of arrival and departure.

26
27 2.5 Roster of Unit Members

28
29 Names, addresses, and telephone numbers of unit members as provided to the District by the unit
30 members shall be provided the Association within sixty (60) days of the ratification of this
31 Agreement. Names, addresses, and telephone numbers will be provided only in those cases
32 where privacy has not been requested.

33
34 2.6 Board Agenda

35
36 The Association, upon request, shall be provided one (1) copy of the Board agenda prior to each
37 regularly scheduled Board of Trustees meeting. Upon three (3) work days notice, the
38 Association may request, in writing, to place items on the agenda and speak to such items.

39
40 2.7 Dues Deductions

41
42 The District agrees to deduct dues in certified, uniform amounts from the pay of Association
43 members in the unit, and to pay the Association the normal and regular monthly membership
44 dues voluntarily authorized by the employee on the approved District form, subject to the
45 following conditions:

1 2.7.1 Such deduction shall be made only upon the submission by the employee on a
2 District approved form of a duly executed and revocable authorization;

3
4 2.7.2 The District shall not be obligated to put into effect any new, changed, or
5 discontinued deduction unless the change is in the District payroll office prior to the tenth
6 (10th) of each month;

7
8 2.7.3 The Association agrees to indemnify, defend, and hold the District harmless against
9 any claims made of any nature whatsoever, and against any claim or suit instituted against
10 the District arising from its collection and deduction of Association membership dues.

11
12 2.8 Consultation

13
14 The Association has the right to consult on the definition of education objectives, the
15 determination of the content of courses and curriculum, and the selection of textbooks to the
16 extent such matters are within the discretion of the public school employer under the law.

17
18 The President of the Association may meet regularly with the Chancellor or President of the
19 District for the purposes of consultation. Such consultations shall include recommendations
20 regarding subjects to be placed on the agendas of College meetings.

21
22 2.9 Released Time

23
24 Effective in the 1998-99 contract year the Association President shall have up to four (4) days
25 per year reassigned time to conduct association business with 30 days advanced notice to the
26 Dean's of Educational Services.

1 **ARTICLE 3. DISTRICT RIGHTS**

2
3 It is understood and agreed that the District retains all of its powers and authority to direct,
4 manage, and control to the full extent of the law. Included but not limited to those duties and
5 powers are the exclusive right to: determine its organization, and direct the work of its
6 employees; determine the times and hours of operation; determine the kinds and levels of service
7 to be provided, and the methods and means of providing them; establish its educational policies,
8 goals, and objectives; insure the rights and educational opportunities of students; determine
9 staffing patterns; determine the number and kinds of personnel required; maintain the efficiency
10 of District operations; determine the curriculum; build, move, or modify facilities; establish
11 budget procedures and determine budgetary allocation; determine the methods of raising
12 revenue; contract out work; and take action on any matter in the event of an emergency.

13
14 In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote,
15 terminate, and discipline employees. The exercise of the foregoing powers, rights, authority,
16 duties, and responsibilities by the District, the adoption of policies, rules, and regulations, and
17 practices in furtherance thereof, and the use of judgment and discretion in connection therewith
18 shall be limited only by the specific and express terms of this Agreement, and then only to the
19 extent such specific and express terms are in conformance with law.

20
21 The District retains its rights to amend, modify, or suspend policies and practices referred to in
22 this Agreement in case of emergency. Emergency is defined as an act of God, a natural disaster,
23 or other dire interruption of the District's programs. The determination of whether or not an
24 emergency exists is solely within the discretion of the Board.

1 **ARTICLE 4. EVALUATION PROCEDURE**

2
3 4.1 Preamble

4
5 The purposes of the evaluation procedure is to recognize faculty for outstanding performance,
6 to assist the unit member in becoming a better teacher/counselor/librarian and to provide
7 information to assist in making tenure decisions.

8
9 4.2 Definitions

10
11 A "contract employee" (non-tenured) means a member of the bargaining unit who is employed
12 on the basis of a contract in accordance with the provisions of Education Code sections 87605,
13 87608(b), or 87608.5(b).

14
15 A "regular employee" (tenured) means a member of the bargaining unit who is employed on a
16 regular basis in accordance with Education Code sections 87608(c), 87608.5(c), or 87609(a).

17
18 An "administrative evaluator" means the Chancellor or designee from the administrative staff.

19
20 In the case of a "contract" (non-tenured) employee, a "peer evaluator" means any unit member
21 appointed by the Academic Senate.

22
23 In the case of a "regular" (tenured) employee, a "peer evaluator" means any unit member
24 selected by the member to be evaluated.

25
26 An "evaluation team" shall consist of the following:
27 One (1) administrative evaluator and two (2) peer evaluators.

28
29 A "self-evaluation" means the contract (non-tenured) unit member to be evaluated will complete
30 a written self-assessment.

31
32 An "observation visitation" means a period of time during which an evaluator observes a unit
33 member performing assigned duties.

34
35 An "academic year" means that period of time beginning on the first day of a fall semester and
36 ending on the last day of the following spring semester.

37
38 4.3 General

39
40 All information and materials related to the evaluation process shall remain confidential.

41
42 Evaluation forms currently in use at the time this Agreement goes into effect shall continue to be
43 used for the duration of this Agreement. (See Exhibit A.) A joint committee of the Association
44 and the District shall determine the final version of Exhibit A.

1 Evaluators and unit members being evaluated are encouraged to meet informally at any mutually
2 agreed upon time before, during, or after the evaluation process.

3
4 Contract (non-tenured) employees shall be evaluated at least once in each academic year. The
5 members of the evaluation team shall remain the same each year the contract (non-tenured)
6 employee is evaluated.

7
8 Regular (tenured) employees shall be evaluated at least once in every three (3) academic years.

9 10 4.4 Procedure

11
12 Initially, a member of the unit who is to be evaluated shall meet with the administrative evaluator
13 and the entire evaluation team in a pre-observation conference, the purpose of which is to
14 discuss, ascertain, and identify the ingredients and objectives of the evaluation, the time and
15 conditions of the observation visitation, and the time of the post-observation conference.

16
17 The observation visitation by each member of the evaluation team shall take place within twenty-
18 five (25) workdays of the pre-observation conference. Observation visitations normally will be
19 for a period of fifty (50) minutes; however, the period of time of an observation visitation may be
20 shortened or lengthened by the mutual agreement of the unit member and the administrative
21 evaluator.

22
23 Notes may be taken during the observation visitation. Observation forms should be filled out
24 during or immediately following the observation visitation and forwarded to the administrative
25 evaluator.

26
27 The contract (non-tenured) unit member shall prepare a self-evaluation, including their
28 professional development goals/plans and provide copies to the evaluation team. Regular
29 (tenured) unit members shall prepare professional development goals/plans, which shall be
30 revised as needed.

31
32 The post-observation conference shall take place within twenty (20) workdays of the observation
33 visitations. Within fifteen (15) workdays of the observation visitations, the administrative
34 evaluator shall submit to the unit member being evaluated copies of the observation forms.

35
36 A post-observation conference shall be held. Contract (non-tenured) unit members shall
37 conference with the administrative evaluator and the entire evaluation team. Regular (tenured)
38 unit members may, at their election, conference with the entire evaluation team. Nothing herein
39 shall be deemed a waiver of representational rights.

40
41 During the post-observation conference, the administrative evaluator and the unit member may
42 agree to changes in the written remarks of the evaluation, in which case it shall be re-drafted and
43 submitted to the unit member within five (5) work days of the post-observation conference. The
44 unit member shall sign and return to the administrative evaluator the modified, re-drafted, final
45 evaluation form within five (5) work days of the date it was submitted to the unit member.

1 In the event the unit member being evaluated receives what he or she considers to be a negative
2 evaluation, the administrative evaluator and unit member shall discuss the matter at the post-
3 observation conference. The administrative evaluator shall specify on the evaluation form the
4 reason(s) for the negative evaluation. The administrative evaluator and the unit member shall
5 meet within fifteen (15) work days of the post-observation conference to develop a written,
6 detailed plan for remediation of the deficiencies upon which a negative evaluation was based.

7
8 A copy of the final, signed evaluation form shall be given to the unit member no later than April
9 15, and a copy shall be placed in the unit member's personnel file as soon as practicable. The
10 unit member and the administrative evaluator may extend this April 15 deadline by mutual
11 consent.

12
13 A peer review process shall be part of each unit member's evaluation, and each evaluation should
14 include, to the extent practicable, student evaluations.

15
16 The unit member and administrative evaluator may attach to the evaluation form copies of peer
17 observation forms, student evaluations, and/or self-appraisal evaluations.

18
19 A unit member may select a peer evaluator from outside the unit member's discipline.

20
21 4.5 Tenure Process

22
23 Recommendation for tenure is the responsibility of the Academic Senate.

24
25 4.6 Personnel Files

26
27 4.6.1 Records relating to the employment of unit members shall be maintained in
28 individual files located in the Personnel Office.

29
30 4.6.1.1 A unit member whose personnel file contains derogatory information may
31 request that said information be sealed in the personnel file. Only information
32 four (4) or more years old may be sealed. The sealed envelope shall state that
33 it may be unsealed: 1) with the mutual consent of the employee and the
34 Chancellor or Designee, 2) upon the receipt of a lawful subpoena or court
35 order, 3) in the event the employee brings a suit, claim or action against the
36 District.

37
38 A unit member's request to seal documents in his/her personnel file shall not
39 be refused by the District absent good cause.

40
41 4.6.2 Materials in a unit member's personnel file, which may serve as a basis for affecting
42 his/her status, shall be available for inspection by the unit member.

43
44 4.6.2.1 Members shall not be entitled to review ratings, reports, or other records
45 obtained prior to employment, prepared by identifiable committee members or

1 were obtained in connection with a promotional exam, as provided by
2 Education Section 88031.

3
4 4.6.2.2 A unit member shall have the right to examine and/or obtain copies of
5 personnel file documents upon reasonable notice to the Human Resources
6 Department.

7
8 4.6.2.3 Review of personnel files shall take place at a time when the unit member
9 is not actually required to render services to the District.

10
11 4.6.3 Personnel files are confidential. Absent a lawful subpoena or other court order,
12 access to files shall be limited to District supervisors, administrators, or agents.

13
14 4.6.3.1 A representative of the Association may review a unit member's
15 Personnel file only upon written authorization of the unit member.

16
17 4.6.4 Information of a derogatory nature shall not be entered or filed until the unit
18 member is provided a copy of the document and an opportunity to respond. The
19 response, if any, shall be placed in the unit member's personnel file.

20
21 4.6.5 All material placed in a unit member's personnel file shall be dated and signed by
22 the preparer. Documents shall be placed in a unit member's personnel file within
23 ninety (90) days of the final documents' creation.

1 **ARTICLE 5 CALENDAR**

2
3 5.1 Calendar

4
5 The District reserves the right to establish a calendar for each academic year, except that
6 the total number of work days unit members must serve and the beginning and ending
7 dates of academic years are mandatory subjects of negotiations between the District and
8 the Association.

9
10 The District and Association shall jointly establish a calendar for each academic year in
11 accordance with the process used to produce the 2001-2002 calendar. (NOTE: The
12 2000-2001 and the 2001-2002 calendars are attached as Exhibits B) When finalized the
13 2002-2003 calendar will be added to Exhibit B.

14
15 5.2 Teaching Faculty Work Year

16
17 The teaching faculty work year is as follows:

18	173	Teaching Days
19	2	Flexible Teaching Days
20	175	Total Teaching Days
21	2	Duty Days
22	177	Work Days

23
24 The base year for teaching faculty shall be 177 assigned workdays. Extended year contracts for
25 unit members shall be voluntary and not more than 44 assigned workdays. Extended years
26 contracts shall be defined as contracts, which are extended from the normal work year of 177
27 workdays and shall not include those contracts, which originate as more than 177 workdays.
28 Extended year contracts shall occur during the designated fiscal year. A Faculty member may
29 request an extended contract.

30
31 5.3 Non-Teaching and/or Student Services Faculty Work Year

32
33 The total workdays for counselors shall be 197. Not later than 60 days before the end of the
34 academic year, the Dean of Students shall determine counselor work days and scheduled time
35 off for the following school year. Counselors shall, sufficiently in advance of that date,
36 submit to the Dean of Students their proposed individual work schedules for the next year.
37 In the event of scheduling conflicts, the Dean of Students shall attempt to resolve them
38 informally with the affected counselors. If there is no resolution through the informal
39 process, the Dean of Students shall decide the schedules. The counselor work year will begin
40 July 1 and end June 30 of each year.

41
42 The total workdays for the librarian(s) will be 221.

1 5.4 Duty Days

2
3 The two (2) duty days shall be scheduled by the District. All unit members shall be required
4 to attend duty days as days in addition to the total number of days in which classes are
5 scheduled during the academic year.
6

7 5.5 Flex Days

8
9 Unit members shall attend or obtain credit through an in-lieu activity for two (2) flexible
10 teaching days (“flex days”).
11

12 District Flex Day. The District’s one (1) flex day shall be mandatory for all unit members
13 unless the unit member is pre-approved by the Chancellor or designee for an in-lieu activity.
14 This flex day activity shall be organized and scheduled by the District.
15

16 Unit Member Flex Day. The unit members’ one (1) flex day shall be mandatory for all unit
17 members unless the unit member is pre-approved by the Chancellor or designee for an in-lieu
18 activity. The unit member’s one (1) flex day shall be organized and planned by the faculty
19 members and Academic Senate.
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1 **ARTICLE 6. WORK LOAD**

2
3 6.1 Work Week

4
5 A thirty five (35) hour week shall serve as the benchmark for calculating reassigned time and
6 leave.

7 Full-time instructors are expected to participate in professional duties and responsibilities
8 including serving on faculty committees, as student club advisors, conduct student
9 recruitment, participate in registration as requested, be involved in in-service institutes and
10 programs, and perform other professionally related services as requested by either the
11 Chancellor or his/her designee.

12 Instructors are responsible for attending meetings and participating in other professional
13 activities called by administration, departments, faculty or committees on teaching and non-
14 teaching days. The guidelines for professional responsibilities may be found in Board Policy
15 and the Faculty Resource Guide.

16
17 6.2 Teaching Duty

18
19 The Board establishes an instructor’s full-time teaching load to be fifteen (15) lecture
20 hours per semester. A laboratory activity hour shall be equivalent to seventy-five hundredths
21 (.75) of a lecture hour.

22
23 In a given semester, if an instructor is assigned a teaching load which is greater than a full-
24 time teaching load as defined directly above, because of special needs of the District, the
25 instructor shall have the option to receive hourly pay for in-class hours beyond the fifteen (15)
26 lecture hour equivalents, or to balance the teaching load over four (4) consecutive semesters
27 to reach a balance of sixty (60) hours ((two) (2) consecutive semesters in the case of a first
28 year instructor). In no event shall an instructor’s load be reduced more than six (6) hours
29 below a full-time teaching load in any one semester to accommodate balancing.

30
31 Except as otherwise agreed upon between the unit member and the Chancellor or his/her
32 designee, regular contract teaching assignments shall be scheduled, within a daily span of time
33 of nine hours or less, excluding meal times and overload.

34
35 The amount of voluntary overload hours for any instructor shall not be limited.

36
37 In addition, as a minimum, each full-time instructor is expected to be available on campus or
38 at an off-campus site, and maintain office hours a minimum of five (5) hours per week for
39 purposes of assisting students through formal and informal advisory processes.

40
41 6.3 Non-Instructional Duty

42
43 6.3.1 Counselors

44
45 The basic work year for counselors shall be 197 days. The work week shall consist of

1 thirty five (35) hours of assigned duty which may include committee assignments, faculty
2 senate, other college-related meetings, research, orientation, counseling appointments,
3 teaching responsibilities, if assigned, staff development activities and/or any other
4 professionally-related activities as authorized and/or directed by the administration.
5 Counselors will stagger their consecutively scheduled hours in a manner so that coverage
6 will be maintained as determined by the Dean of Students and pursuant to Article 5.3.

7 8 6.3.2 Librarians

9
10 The basic work year for librarians shall be as defined in Article 5. The workweek shall
11 consist of thirty five (35) hours of assigned duties, which may include committee
12 assignments, other college related meetings, teaching responsibilities, if assigned, staff
13 development activities and/or any other professionally related activities as authorized
14 and/or directed by the administration.

15
16 Duty days and hours shall be assigned by administration after consultation between the
17 librarian and the administration with consideration to the unit member's concern.

18 19 6.4 Scheduling

20
21 Responsibility for scheduling lies with the Chancellor or his/her designee.

22 23 6.5 Extended Contract Stipends

24
25 Extended contract faculty shall be paid according to the following formula:

26
27 The employee's annual salary (S) shall be divided by the number of workdays in the normal
28 work year (177) to arrive at the employee's daily rate (DR).

29
30 The employee's daily rate (DR) shall be multiplied by the number of total contracted work
31 days (TCWD) in excess of the normal work year of 177 days to arrive at the extended
32 contract stipend amount (ECSA). The employee's extended contract stipend amount
33 (ECSA) shall be added to the annual salary (S) to arrive at the employee's total
34 compensation (TC).

$$35 \quad S/177 = DR$$

$$36 \quad DR \times (TCWD-177) = ECSA$$

$$37 \quad S + ECSA = TC$$

38 For example, if an employee's annual salary is \$ 50,000 and the employee's extended
39 contract shall entail a total contracted work year of 221 days, the employee would be
40 compensated an additional \$ 12,249.56 as a stipend for the extended contract for a total
41 salary of \$ 62,429.56 for the school year in question.

$$42 \quad \$ 50,000/177 = \$ 282.49$$

$$43 \quad \$ 282.49 \times 44 = \$ 12,429.56$$

$$44 \quad \$ 50,000 + \$ 12,429.56 = \$ 62,429.56$$

45 **ARTICLE 7. WORKLOAD REDUCTION/PART-TIME**

1
2 Members of the bargaining unit may petition the Governing Board of the District to reduce their
3 workloads from full-time to part-time and shall receive the retirement service credit they would
4 have received if they were employed on a full-time basis, and have their retirement allowance, as
5 well as any other benefits they are entitled to under the State Teachers Retirement System
6 (STRS), based upon the salary they would have received if employed on a full-time basis.

7
8 Reduced workloads under this Article shall be subject to the following provisions:
9

10 7.1 The option of part-time employment shall be exercised at the request of the employee and
11 can be revoked only with the mutual consent of the District and the employee.
12

13 7.2 The employee shall have been employed full-time in a position requiring certification for at
14 least ten (10) years, of which the immediately preceding five (5) years were full-time
15 employment.
16

17 7.3 During the period immediately preceding a request for reduction in workload, the employee
18 shall have been employed full-time in a position requiring certification for a total of at least five
19 (5) years without a break in service. For purposes of this Article, sabbaticals and other approved
20 leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other
21 approved leave of absence shall not be used in computing the five (5) year full-time service
22 requirement prescribed herein.
23

24 7.4 The employee shall have reached the age of fifty-five (55) prior to reduction in workload.
25

26 7.5 The period of such part-time employment shall not extend beyond the end of the academic
27 year during which the employee reaches his or her seventieth (70th) birthday.
28

29 7.6 The period of such part-time employment shall not exceed five (5) years.
30

31 7.7 The minimum part-time employment shall be the equivalent of one-half (1/2) of the number
32 of days of service required by the employee's contract of employment during his or her final year
33 of service in a full-time position.
34

35 7.8 The employee shall be paid a salary, which is the pro-rata share of the salary he or she
36 would be earning had he or she not elected to exercise the option of part-time employment.
37

38 7.9 The member shall contribute to the STRS the amount that would have been contributed had
39 the member been employed full-time.
40

41 7.10 The District shall contribute to the STRS an amount based upon the salary that would have
42 been paid to the member had the member been employed full-time.
43
44

45 **ARTICLE 8. COMPENSATION**

1
2 8.1 Preamble
3

4 The parties agree that their goal for the duration of this agreement and this article is to
5 compensate faculty members comparably to the contiguous Community College Districts
6 known collectively as the “Central 14”. The “Central 14” districts are:
7

- 8 Allan Hancock Community College District
- 9 Cabrillo Community College District
- 10 College of the Sequoias
- 11 Gavilan Community College District
- 12 Hartnell Community College District
- 13 Kern Community College District
- 14 Merced Community College District
- 15 Monterey – Peninsula Community College District
- 16 San Luis Obispo County Community College District
- 17 San Joaquin Delta Community College District
- 18 State Center Community College District
- 19 West Kern Community College District
- 20 West Hills Community College District
- 21 Yosemite Community College District
- 22

23 8.1.1 The parties acknowledge that, because districts are in different stages of
24 agreements or negotiations, it is generally not possible to know the exact
25 compensation package of each of the Central 14 districts at the beginning of any
26 given year. The parties agree that for comparison purposes, the parties will use
27 the Central 14 data for the prior academic year as reported in the Community
28 College Compensation Survey published annually by the Community College
29 Association.
30

31 8.1.2 The parties recognize their mutual interest in maintaining fiscal stability.
32 Therefore the parties agree that the compensation goal must be achieved in
33 conjunction with the District’s maintenance of prudent reserves against
34 contingencies.
35

36 8.1.3 The District’s ability to meet the goal of compensating faculty members
37 comparably to the Central 14 is further dependent upon the District meeting
38 funded enrollment growth targets set by the District and by the State Chancellor’s
39 Office. If those goals are not met, the parties acknowledge that the District will
40 not be able to meet its long-term compensation goal.
41
42
43
44

45 8.2 2006-2007 Salary Schedule

1
2 Effective July 1, 2006, for the year 2006-2007, the 2002-2003 salary schedule set forth in Exhibit
3 "C" shall be increased as follows:

4 Each cell of the 2002-2003 salary schedule, shall be increased on the 2006-2007 salary schedule
5 by 10.92%, effective July 1, 2006. Additionally, each member of the bargaining unit employed in
6 paid work status on the date this agreement is ratified and approved shall receive a one time non-
7 repetitive stipend based upon a calculation of the product of 5% times the payroll earned during
8 the period March 1, 2006 through June 30, 2006. (Example: an employee who earns an amount
9 of \$ 20,000 during the period of March 1, 2006 through June 30, 2006, would receive \$ 1,000,
10 calculated as follows: $0.05 \times \$ 20,000 = \$ 1,000$, payable in the July 2006 payroll cycle.

11 12 2007-2008 Salary Schedule

13
14 For the year 2007-2008, the 2006-2007 salary schedule set forth in Exhibit "C" shall be increased
15 as follows:

16
17 Each cell of the salary schedule shall be increased by the greater amount of 3.0% or the state
18 funded COLA percentage to the extent the COLA is fully funded, effective July 1, 2007.

19 20 2008-2009 Salary Schedule

21
22 For the year 2008-2009, the 2007-2008 salary schedule set forth in Exhibit "C" shall be increased
23 as follows:

24
25 Each cell of the salary schedule shall be increased by the greater amount of 3% or the state
26 funded COLA percentage to the extent the COLA is fully funded, effective July 1, 2008.

27
28 8.2.1 Each unit member will advance one step per year of service to the district.

29 30 31 8.3 Full Time Overload Pay

32
33 Unit members who teach more than a full-time work load as defined in Article 6, shall be paid
34 at the current adjunct hourly rate as adjusted by the Governing Board. Notification will be
35 sent to unit members when adjustments to the adjunct hourly rate are made by the Governing
36 Board.

37 38 39 8.4 Mileage/Predominate Site

40
41 Travel compensation by the District is based upon the principle that all unit members report to
42 instructional duty at their own expense. For the purpose of calculating mileage, each unit
43 member, annually in the fall, shall be designated a predominate site. That determination shall
44 be made based on the fall schedule. Said designation shall be made by the Chancellor or
45 his/her designee. Mileage compensation for assigned instructional duties on sites other than

the predominate site shall be compensated at the I.R.S. rate effective July 1 of each year.

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ARTICLE 9. INSURANCE

1
2 9.1 Preamble
3

4 As part of its total compensation package, and in order to recruit and retain faculty, the
5 District includes health and welfare premiums in the benefit package. Central Valley Trust
6 Plan A is the premier medical plan in the area. The interest of the District is to keep this Plan
7 at a reasonable cost, constant with its interests related to salary.
8

9 9.2 Coverage
10

11 The District will provide for each member of the bargaining unit insurance coverage as follows:
12

13 . HOSPITAL AND MEDICAL INSURANCE

14 Carrier selected by the CVT: Employee and Dependents
15

16 . DENTAL INSURANCE

17 Carrier selected by the CVT: Employee and Dependents unlimited dental, (and
18 orthodontia, (50/50) for dependent children limited to \$ 500.00 lifetime
19 maximum.
20

21 . VISION INSURANCE

22 Carrier selected by the CVT: Employee and Dependents
23

24 . LIFE INSURANCE

25 Currently UNUM: Employee only (\$50,000)
26

27 . INCOME PROTECTION INSURANCE

28 Currently UNUM: Employee only
29

30 . PERSONAL ACCIDENT INSURANCE

31 Currently CIGNA: Employee Only (\$25,000)
32

33 PCS card co-pay for prescription drugs: Currently \$ 5.00 Generic and \$ 12.00 Brand for 30 day
34 supply and \$ 10.00 Generic and \$ 18.00 for 90 day mail order supply.
35

36 9.3 District Contribution
37

38 Effective October 1, 2006, the maximum District contribution shall be a sum which for
39 calculation purposes shall be \$ 966.36 per month. This amount is only subject to change based
40 upon premium changes received from CVT, based on the 100% Plan 1A. The District
41 contribution CAP for each fiscal year 2007-2008 and 2008-2009 will be increased by the same
42 percentage that the CVT premiums increase for that period.
43

44 Any amount in excess of the District's monthly contribution shall be the employee's co-payment
45 and shall be deducted from the unit member's monthly salary as a payroll deduction. The IRC

1 Section 125 provision allowing for deductions on a pre-tax basis will be available to the extent
2 allowable by law.

3
4 Employees shall have the option of selecting from four (4) Central Valley Trust (CVT) Plans, as
5 ratified by the bargaining unit, beginning October 1, 2006.

6
7 If the District receives a rebate, refund or reduction in the premium of the above health and
8 welfare benefits, the District shall take the budgeted amount in excess of actual cost, and place it
9 in a "Health and Welfare Reserve." These funds shall be held in reserve and applied to increases
10 in health and welfare premiums over the capped amount prior to assessing employees for such
11 amounts.

12 13 9.4 Retirees

14
15 9.4.1 Unit members who retire on or after the age of 55 with a minimum of ten
16 (10) years continuous service with the District immediately preceding retirement,
17 shall continue to receive District paid health insurance as per Article 9, section 9.2
18 as follows:

19
20 9.4.1.1 The District shall pay the hospital and medical insurance premiums
21 for retirees until age seventy (70), and one-half (1/2) of the amount of the
22 premiums thereafter, provided that such contribution for said premiums
23 shall not exceed \$ 1,400 annually up to age seventy (70) nor \$ 700
24 annually thereafter.

25 Unit members who retire on or after the age of 55 but prior to the age of
26 65 with a minimum of twenty (20) years continuous service with the
27 District immediately preceding retirement, may continue to receive
28 District paid health insurance (Plan 6A) for the unit member and spouse as
29 per Article 9, section 9.2, until the unit member's 65th birthday. At age
30 65, the unit member shall receive coverage as set forth in section 9.4.1.1.

31 32 33 9.5 Surviving Spouse

34
35 The District agrees to continue to pay hospital and medical insurance premiums as provided
36 above for the surviving spouse of either an active or retired employee for one hundred eighty
37 (180) days following the end of the month in which the employee's death occurs. The surviving
38 spouse of such employee shall have the right to buy into the District's hospital and medical
39 insurance program during this one hundred eighty (180) day period and thereby continue such
40 coverage following the one hundred eighty (180) day period at the surviving spouse's own
41 expense.

42 43 44 45 **ARTICLE 10. LEAVES**

1
2 10.1 Sabbaticals
3

4 Sabbatical leaves may be granted to members of the certificated employees bargaining unit for
5 the purpose of carrying out an approved program, which will benefit the District, the students,
6 and the instructor. Consideration will be given to programs designed to increase the
7 effectiveness of the staff member and his/her usefulness to the District through study, research,
8 travel, or other creative activity. The sabbatical is not an earned right, but rather a privilege.
9

10 A member of the unit who has satisfactorily completed a sequence of six (6) full years of service
11 will be eligible to apply for such leave.
12

13 Leave may be granted for a full academic year at half pay, one (1) semester at full pay, or two (2)
14 semesters at half pay, provided that in the last case both leaves are completed within a three (3)
15 year period.
16

17 The proposed plan of work must significantly relate to the faculty member's teaching assignment.
18 It should have the effect of enhancing the background or improving the teaching ability of the
19 faculty member. Equal value shall be given to study, research, travel, or other creative activity,
20 or a combination of the four.
21

22 Eligible faculty members must submit a proposed plan in writing, to the Chancellor or his/her
23 designee, prior to January 1 of the academic year preceding the year for which the leave is
24 requested. The plan of work should provide sufficient information for evaluation according to
25 the criteria outlined above.
26

27 Either a faithful performance bond or a leave of absence agreement must be executed as a
28 condition of the leave, and the employee shall agree in writing to render a period of service to the
29 District following his/her return from the leave, which is equal to twice the period of the leave.
30

31 A written report and transcripts covering formal academic study, if any, shall be filed upon return
32 from leave with the Chancellor or his/her designee for review by the members of the Board of
33 Trustees.
34

35 The forms necessary to request a sabbatical leave are attached to this agreement as Exhibit "E".
36

37 10.2 Sick Leave
38

39 Members of the unit shall accrue twenty (20) days of sick leave with pay for each school year,
40 such leave to be made available on the first day of each school year.
41

42 Instructors will notify the Chancellor or his/her designee, of illness as early as possible before the
43 absence; however, the Chancellor or his/her designee should be notified as early as possible on
44 the day the absence occurs.
45

Any unused portion of the sick leave will be cumulative indefinitely and will be transferred to

1 another school district upon the teacher's request.

2
3 Unused sick leave accrued in California public school districts where the instructor worked for at
4 least one (1) full year, and where there is no break in service during the change from the original
5 district to the West Hills Community College District, may be transferred to the West Hills
6 Community College District upon the application of the employee and verification by the
7 previous employer(s). Official verification of unused sick leave must be forwarded to the Vice
8 Chancellor Business Services, and it will be credited to the instructor's sick leave balance.

9
10 A time off duty form, attached as Exhibit "F", will be signed by a unit member who is absent
11 because of illness upon return to duty. The District may require a written statement from a
12 physician selected and paid for by the District if the absence extends beyond one (1) week.

13
14 A unit member when on a leave of absence other than paid leave will maintain accumulated sick
15 leave credit, but will not accumulate any additional sick leave during the period of such unpaid
16 leave.

17
18 When an absence extends for a period of five (5) school months or less, the amount deducted
19 from the salary due the unit member for any month in which the absence occurs shall not exceed
20 the sum which is actually paid a temporary employee employed to fill the position during the
21 absence or, if no temporary employee was employed, the amount which would have been paid
22 had a temporary employee been employed.

23 24 10.3 Bereavement Leave

25
26 Unit members may use accumulated sick leave for the death of any of the member's immediate
27 family.

28 29 10.4 Pregnancy Leave

30
31 A member of the bargaining unit shall be granted a leave of absence for reasons of pregnancy,
32 miscarriage, childbirth, and recovery therefrom. The request for leave, except in the case of a
33 miscarriage, shall be submitted to the Chancellor as far in advance as possible and in no event
34 less than one (1) month before the leave.

35
36 The length of the leave of absence, including the date on which the leave shall commence and the
37 date on which the unit member shall resume duties, shall be determined by the unit member and
38 the unit member's physician.

39
40 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery
41 therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such
42 under the health or temporary disability insurance or sick leave plan available to unit members.

43
44 Any accrued sick leave and entitlement to other sick leave may be used for pregnancy purposes.
45 In the event the unit member is unable to return to duty after the expiration of an approved

1 pregnancy leave, the District may grant additional personal leave without pay not to exceed one
2 (1) school year beyond the school year in which the birth occurred.

3
4 An employee who is granted pregnancy leave shall not lose other benefits included under the
5 terms of this Agreement for which the employee qualifies.

6 7 10.5 Personal Necessity Leave

8
9 Unit members may use accumulated sick leave for personal necessity.

10
11 A certificated employee who is a member of the bargaining unit may use accumulated sick leave
12 benefits in a school year for any of the following purposes:

13
14 10.5.1 Accident or illness involving an employee's person or property or the person or
15 property of the employee's immediate family.

16
17 10.5.2 One (1) day of personal leave as determined by the member of the bargaining unit
18 not to be used for activities of the exclusive bargaining agent.

19
20 10.5.3 Appearance in any court or before any administrative tribunal as a litigant, party,
21 or witness under subpoena or any order made with jurisdiction.

22 The employee utilizing leave under Sections 10.5.1, 10.5.2, or 10.5.3 above shall
23 verify on the approved District form that the employee has taken a leave for one
24 of the reasons listed above. Advance permission is required for reasons under
25 Section 10.5.3 above.

26 27 10.6 Personal Business Leave

28
29 Unit members may use accumulated sick leave for Personal Business Days. Such leave may be
30 taken in hourly increments. No more than five (5) unit members shall be allowed absence for
31 such leave at any one time.

32 33 10.7 Industrial Illness and Accident Leave

34
35 All certificated employees who are eligible for Worker's Compensation benefits will be provided
36 with industrial accident and illness leave as follows:

- 37
- 38 1. The accident or illness must have arisen out of and in the course of the employment
39 of the employee and must be accepted by the State Compensation Insurance Fund as
40 a bona fide injury or illness.
 - 41
 - 42 2. Allowable leave for each industrial accident or illness will be for the number of days
43 of temporary disability, but not to exceed sixty (60) days during which the college is
44 in session or when the employee would otherwise have been performing work for the
45 District in any fiscal year.

- 1 3. Allowable leave will not be accumulated from year to year.
- 2
- 3 4. The leave under these rules and regulations will commence on the first day of
- 4 absence.
- 5
- 6 5. Maximum salary during any one period will not exceed the normal salary rate.
- 7
- 8 6. Industrial accident or illness leave will be reduced by one (1) day for each day of
- 9 authorized absence regardless of a temporary disability indemnity award.
- 10
- 11 7. During any paid leave of absence, the employee will endorse to the District the
- 12 temporary disability indemnity checks received on account of industrial accident or
- 13 illness. The District, in turn, will issue the employee appropriate salary warrants for
- 14 payment of the employee's salary and will deduct normal retirement and other
- 15 authorized contributions.
- 16
- 17 8. Temporary disability payment on account of the industrial accident or illness must be
- 18 endorsed back to the District during any paid leave of absence.
- 19
- 20 9. Upon termination of the industrial accident or illness leave, the employee will be
- 21 entitled to regular sick leave benefits. An absence for such purpose will be deemed to
- 22 have commenced on the date of termination of the industrial accident or illness leave,
- 23 provided that if the employee continues to receive temporary disability indemnity, the
- 24 employee may elect to draw on accumulated sick leave to provide (with temporary
- 25 disability indemnity payments) total income not to exceed normal full salary.

26 10.8 Military Leave

27 An employee shall be entitled to all military leaves and benefits as provided by Education Code
28 section 87832 and Military and Veteran's Code sections 389 and 395-395.4.

29 10.9 Jury Duty

30 A certificated employee who is called for jury duty will be granted the necessary time off with
31 pay to fulfill the jury obligation without deduction from sick leave.

32 Request for jury service leave should be made by presenting, as soon as possible, the official
33 court summons to jury service to the Chancellor or his/her designee and to the District payroll
34 office through appropriate channels.

35 The employee serving as a member of a jury will receive his/her full pay from the District,
36 provided he/she signs over and remits all compensation received for such jury duty, exclusive of
37 mileage, to the District.

38 An employee who has received a leave of absence under this provision shall be available for duty
39 during hours when the employee is not required to be in court.

1
2 10.10 Other Leaves of Absence
3

4 A regular employee may request and be granted a leave of absence without pay by the Board of
5 Trustees upon recommendation of the Chancellor or his/her designee, for a period not to exceed
6 one (1) year. Leaves of absence will terminate at the end of the fiscal year, June 30, but may be
7 extended or renewed.
8

9 10.11 Family Care and Medical Leave
10

11 Under the Federal Family and Medical Leave Act of 1993 and the California Family Rights Act
12 of 1991 (collectively, “the Acts”), eligible employees are entitled to up to 12 work-weeks
13 (prorated for part-time employees) of unpaid, job-protected leave within a 12 month period for
14 family and medical reasons. The West Hills Community College District (“District”) intends to
15 comply with the Acts and their pertinent regulations, and the interpretation of this policy is
16 governed by the Acts.
17

18 The following conditions, requirements, and procedures shall apply when requests for family care
19 of medical leave are made:
20

21 10.11.1 Employee Eligibility To be eligible for benefits under the Acts, an
22 employee must:
23

24 10.11.1.1 Have worked for the District for at least 12 months;

25 10.11.1.2 Have worked at least 1,250 hours over the previous
26 12 months for the District (by example, 182 days x
27 7 hours =1274 hours); and

28 10.11.1.3 Be one of at least 50 employees employed by the
29 District within 75 miles of the employee’s
30 work-site

31 10.11.2 Reasons For Taking Leave. A leave request from an eligible
32 employee must be granted for any of the following reasons:
33

34 10.11.2.1 Birth of the employee’s child;

35 10.11.2.2 Placement of a child with the employee for
36 adoption or foster care;

37 10.11.2.3 Care for the employee’s child, spouse, or parent with a
38 serious health condition;

39 10.11.2.4 The employee’s own serious health condition that keeps
40 his/her own job function.
41

42
43 10.11.3 Advance Notice of Leave And Medical Certification. Employees
44 will provide (1) advance written notice of the leave request and (2) medical
45 certification whenever a serious health condition is involved.

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- 10.11.3.1 If the need for the leave is foreseeable, employees will provide 30 days advance written notice. If the need for the leave is unforeseen (i.e., an emergency), notice is required to be given as soon as practicable
- 10.11.3.2 If the leave is to care for a child, spouse or parent with a serious health condition, or because of the employee's own serious health condition, the employee will provide medical certification from a health care provider or physician. The medical certification must include:
 - 10.11.3.2.1 Date of commencement of the serious health condition;
 - 10.11.3.2.2 Probable duration of the condition;
 - 10.11.3.2.3 Estimated amount of time the health care provider will provide care;
 - 10.11.3.2.4 Confirmation that the serious condition of the child, spouse or parent warrants the participation of the employee; or, in the case of the employee's own serious health condition, certification that the employee is unable to perform his/her job functions.
- 10.11.3.3 The District may require a second and third medical opinion regarding an employee's serious health condition at the District's expense. When the duration for the leave is uncertain or the estimated time for the leave expires and the employee remains out of work, the District may require subsequent re-certification.
- 10.11.3.4 If the leave is needed for planned medical treatment or supervision; the employee must make a reasonable effort to schedule the treatment or supervision to minimize disruptions to the District.
- 10.11.3.5 An employee's advance notice and medical certification may be required to be given to the employee's supervisor. The supervisor may then determine the adequacy of the notice and medical certification and whether or not the leave will be recommended for approval to the Superintendent. The amount of leave actually granted by the District may be determined by what is reasonable under the circumstances.
- 10.11.3.6 Failure to provide advance notice and medical certification when necessary may delay the granting

of leave until such requirements are met.

10.11.4 Continuation of Health Coverage And Other Job Benefit Plan.

10.11.4.1 An employee taking leave will continue to participate in any group health care benefits plan under the same terms and conditions, including any necessary co-payments, by which the employee was enrolled prior to the first day of the leave.

10.11.4.2 If the employee fails to return from the leave for any reason other than the recurrence, continuance, or onset of a serious health condition, the employee will be liable to the District for premiums paid for maintaining the employee's health coverage.

10.11.4.3 An employee may, at his/her expense, continue to participate in all other employee benefit plans offered by the employer during the leave period.

10.11.5 Intermittent Or Reduced Schedule Leave. An employee may take leave intermittently (e.g., in blocks of time), or by reducing a normal work schedule, in the following circumstances:

10.11.5.1 Where the leave is for the birth or placement of a child, leave may be taken on an intermittent or reduced schedule basis if the District approves.

10.11.5.2 Leave may be taken intermittently or on a reduced work schedule whenever it is medically necessary to care for a family member with a serious health condition, or because the employee is seriously ill and unable to work the employee's regular work schedule.

10.11.6 Substitution Of Paid Leave and Other Leave Requests.

10.11.6.1 An employee must substitute accrued vacation or other paid leave, including sick leave where applicable (i.e., for the employee's own serious health condition), for the unpaid family care leave entitlement.

10.11.6.2 Any paid or unpaid leave taken which meets the requirements of section 10.11.2 will be counted as part of the employee's family care leave entitlement. This means that family care leave

1 runs concurrently with any other leave that meets
2 the requirements of family care leave under section
3 10.11.2
4

5 10.11.7 Pregnancy.

6 A Woman on pregnancy leave will not start using family care leave until
7 her disability period is over (i.e., when their physician takes her off
8 disability after the birth of their child). Thus, although family leave due to
9 an employee's serious health condition would normally run concurrently
10 with sick leave where the employee is out for more than three days with a
11 serious health condition, this will not apply in the case of disability due to
12 pregnancy.
13

14 10.11.8 Spouses Who Work For The District.

15 Spouses employed by the District are jointly entitled to a combined total of
16 12 work weeks of family leave for the birth or placement of a child with
17 them. There is no limitation of entitlement for leaves taken for the serious
18 health condition of their child.
19

20 10.11.9 Period Of Eligibility.

21 The 12 month period of entitlement commences on the first day of the
22 leave.
23

24 10.11.10 Seniority, Employee Benefits and Break in Service.

25 An employee on leave will not lose any seniority or employment benefit
26 that accrued prior to the start of the leave. An employee on leave will not
27 accrue seniority or additional benefits, such as vacation, sick leave or
28 similar benefits, during the leave. The leave will not constitute a break in
29 service for purposes of longevity and seniority.
30

31 10.11.11 Reinstatement of Employment and Fitness for Duty Report.

32 Employees returning from an approved leave will be reinstated to the same
33 or equivalent position. Employees returning from an approved medical
34 leave for their own serious health condition may be required to provide a
35 fitness for duty report to return to work.
36

37 10.11.12 Key Employee Exception to Restoration.

38 An employee who is a "key" employee due to the fact that he/she is a
39 salaried employee and among the highest paid 10 percent of all the
40 employees employed by the District may be denied restoration to his/her
41 position following the leave if the District determines that substantial and
42 grievous economic injury will result if such key employee is reinstated.
43

44 10.12 Sick Leave Calculation

45 Leave usage shall be calculated based on the proportion that the time off

bears to a 35 hour week/7 hour day. For example, if a unit member is absent due to illness for one-half day, the unit member will use 3.5 hours sick leave.

10.13 Sick Leave Donation

10.13.1 Unit members may donate unused sick leave to another unit member when that unit member suffers from a catastrophic illness or injury pursuant to Board Policy 7345, the terms of Administrative Regulation 7345, the collective bargaining agreement between the District and the certificated unit and Education Code section 87045.

10.13.2 For the purposes of Sick Leave Donation, “Catastrophic illness or injury” shall mean an illness or injury:

10.13.2.1 that is expected to incapacitate the receiving employee for an extended period of time in excess of 15 work days beyond the employee’s paid leave entitlement; and

10.13.2.2 which would create a financial hardship for the receiving employee because he or she has exhausted all of his or her sick leave and other paid time off.

10.13.3 Sick leave may be donated by one employee to another employee, as set forth above, subject to the following requirements.

10.13.3.1 Recipient Employees In order to receive donated sick leave from other unit employees under this provision an employee must:

10.13.3.1.1 Submit a written request to receive donated leave pursuant to this section.

10.13.3.1.2 Verify the existence of a “catastrophic illness or injury” as defined above. An employee must provide written medical verification of the catastrophic illness or injury from an appropriate licensed health care provider. The District, in its discretion, may require a second medical opinion from a licensed health care provider of its choice.

10.13.3.1.3 Verify the exhaustion of all sick leave and other paid time off.

10.13.3.2 Donor Employees In order to donate sick leave

1 to another employee pursuant to this section an
2 employee must:

3 10.13.3.2.1 Submit a written authorization to donate
4 his/her sick leave to a properly designated
5 eligible employee, identifying the receiving
6 employee and the number of sick leave
7 days to be transferred to the receiving
8 employee.

9 10.13.3.2.2 Have at least 15 days of accumulated sick
10 leave.

11

12 10.13.3.3 An employee may only donate a maximum of ten
13 (10) days accumulated sick leave to a designated
14 eligible employee. Sick leave donations shall be
15 deducted and credited at a minimum of eight (8)
16 hours, and in hour increments thereafter.

17 10.13.3.4 The fact of the donation and the identity of the
18 donor and recipient shall be a confidential
19 personnel matter.

20

21 10.13.4 Sick leave donations pursuant to this provision shall be
22 deducted from the donor's account and credited to the
23 recipient's account. Such donations shall be
24 unconditional and irrevocable. An employee who
25 donates his or her sick leave pursuant to this provision
26 shall lose rights or entitlement to that sick leave whether
27 or not the donated sick leave is used by the recipient
28 employee.

29

30 10.13.4.1 Donated sick leave will be credited between the
31 first and the fifth of each month, and any
32 donations made after the fifth of any given month
33 will be credited at the beginning of the following
34 month.

35 10.13.4.2 Donated sick leave shall thereafter be treated, for
36 tax, STRS, and other purposes, as though it had
37 been earned by the recipient.

38 10.13.4.3 Donated sick leave may be applied to the first day
39 of unpaid status as set forth in 10.13.2.1.

40

41 10.13.5 For all donations under this provision, there shall be no
42 adjustment made for differences in individual salary
43 between the donor and recipient. Thus, the recipient will
44 receive his or her regular daily salary for each sick leave
45 day donated, regardless of whether the donor's salary is

1 greater or less than the recipient's salary.
2 10.13.6 Exhaustion of all sick leave as described herein includes
3 all accumulated sick leave, all other accrued paid leave,
4 and all sources of payment, including Workers'
5 Compensation benefits. The recipient must be in unpaid
6 status and must be unable to return to work at the time of
7 the donation.
8

9 10.13.6.1 Any leave provided under the State or Federal
10 Family Leave Acts shall run concurrently with any
11 other paid leave.
12

13 10.13.7 Any sick leave donation made pursuant to these
14 provisions shall be final and binding. There shall be no
15 remedy within the District for an alleged right to recover
16 donated sick leave.
17

18 10.13.8 An employee may not use donated sick leave credits for a
19 period exceeding twelve (12) consecutive months. An
20 employee who receives donated leave pursuant to this
21 provision shall use any leave credits he or she continues
22 to accrue on a monthly basis prior to using donated leave.
23

24 10.13.9 The parties acknowledge that at some time in the future,
25 the classified unit may negotiate a sick leave donation
26 program. If so, the parties agree that, at that time,
27 members of both units may donate sick leave to each
28 other in accordance with Education Code, Board Policy,
29 Administrative Regulations and the mutually agreed upon
30 terms of the respective collective bargaining agreements.
31

32 10.13.10 An employee receiving donated sick leave pursuant to
33 this provision may only use the sick leave while the
34 employee suffers from the catastrophic illness or injury
35 that precipitated the transfer of the sick leave (e.g., if the
36 employee dies or recovers from the illness or injury with
37 unused donated sick leave outstanding, that sick leave
38 shall be lost to both the donating and the receiving
39 employee).
40

41 **ARTICLE 11. TRANSFER AND REASSIGNMENT**

42 11.1 Preamble

43 All faculty are hired with the expectation that they may be assigned at any District site.
44
45

1
2 11.2 Definitions
3

4 A "transfer" occurs when a unit member relocates his or her predominant site from Coalinga,
5 Lemoore or Firebaugh.
6

7 A "reassignment" occurs when a unit member changes from one division or department to
8 another.
9

10 A "voluntary" transfer or reassignment is one, which is initiated by the unit member.
11

12 An "involuntary" transfer or reassignment is one, which is initiated by the District.
13

14 A "vacancy" is any newly created or vacated position in the bargaining unit.
15

16 11.3 General
17

18 The Chancellor or his/her designee(s) shall transfer or reassign unit members based upon the
19 needs of the District, which are paramount. The Chancellor or designee(s) shall in all cases,
20 determine whether a vacancy exists.
21

22 If requested by the unit member, a conference will be held between the unit member and the
23 Chancellor or designee to discuss the reason(s) for a transfer or reassignment, including the
24 operational needs of the District.
25

26 If a unit member's request for a transfer or reassignment to a vacancy is not granted, or if a unit
27 member is to be involuntarily transferred or reassigned, the unit member may request in writing
28 to meet with the Chancellor or designee to discuss the reason(s). If such a written request is
29 made, then a meeting shall take place. Following that meeting, the unit member may submit a
30 request in writing to the Chancellor or designee that written reason(s) be given. If such a request
31 is made, then the Chancellor or designee shall submit to the unit member the reason(s) in written
32 form.
33

34 When a transfer or reassignment to fill a vacancy is being considered based on the needs of the
35 District, the Chancellor or designee shall notify the Association of the contemplated change and
36 shall post a notice to that effect on designated faculty bulletin boards at all sites or via the
37 District's email system and web page, in order to promote voluntary transfers and reassignments
38 that are in the best interest of the District and the bargaining unit.
39

40 The posted notice of vacancy shall include a job description, the qualifications for the position,
41 and a closing date for applications which is at least ten (10) work days following the posting date
42 of the notice of vacancy.
43

44 If a unit member submits a written request to the Human Resources Office immediately before
45 summer session or a leave of absence to be taken by the unit member, then the District shall

1 notify the unit member (by first-class mail sent to the address provided in the written request) of
2 any posted vacancies that occur during the summer recess or the period of leave of absence.

3
4 Transfers and reassignments shall not be made in an arbitrary, capricious, retaliatory or
5 discriminatory manner, nor shall discipline be a factor when a transfer or reassignment is
6 considered by the District.

7
8 11.4 Voluntary

9
10 A request for a transfer or reassignment may be initiated at any time by the unit member by
11 submitting the request in writing to the Chancellor or his/her designee.

12
13 The District shall endeavor to grant a unit member's request for transfer or reassignment if the
14 training, experience, and abilities of the unit member match the job specifications of the available
15 position.

16
17 The unit member's prior service to the District shall be a factor in determining if a request for
18 voluntary transfer or reassignment is to be granted.

19
20 11.5 Involuntary

21
22 A bargaining unit member who is to be involuntarily transferred or reassigned shall be given
23 ninety (90) days notice if possible, but in all circumstances, as much advance notice as possible
24 prior to the effective date of the transfer or reassignment.

25
26 When an involuntary transfer or reassignment is contemplated, the District shall consider the
27 following factors in addition to the needs of the District:

28
29 11.5.1 The qualifications and demonstrated abilities of the unit member;

30
31 11.5.2 The preference of the unit member; and

32
33 11.5.3 The prior service the unit member has rendered to the District.

34
35 11.5.4 If the District determines that the above factors are equal, seniority shall be the
36 determining factor.

37
38
39
40
41 **ARTICLE 12. REDUCTION IN FORCE**

42
43 12.1 Definitions

44
45 For the purpose of this Article, the terms “contract employee” and “regular employee”

1 shall be as defined in the Education Code.

2
3 12.2 General

4
5 If it becomes necessary during the term of this Agreement to lay off contract and/or
6 regular employees who are members of the bargaining unit in accordance with the provisions of
7 Education Code section 87743, the parties agree to proceed according to Education Code
8 sections 87413, 87414, 87740 and 87743 through 87743.5, inclusive.

9
10 The District shall furnish the Association with a list indicating the seniority of each
11 contract and regular employee who is a member of the bargaining unit by no later than March 1
12 of any year in which it becomes necessary to lay off contract and/or regular employees who are
13 members of the unit.

14
15 12.3 Procedure

16
17 If such layoffs as described in Section 12.2 above become necessary, the parties agree to
18 act in accordance with the following procedure:

19
20 12.3.1 The District administration shall develop recommendations for reductions in
21 programs and services affecting members of the bargaining unit;

22 12.3.2 The Association and District administration shall meet and confer regarding such
23 recommendations and shall consider unpaid leaves of absence, reduced teaching
24 loads, reassignments, and early retirements;

25 12.3.3 Any proposed changes that emerge from the advisory consultation described in
26 Section 12.3.2 above may be incorporated into the recommendations;

27 12.3.4 The Association and District administration, at least ten (10) calendar days
28 before the date of the Board meeting at which the recommendations are to be
29 made, shall meet and negotiate regarding the anticipated effects of the proposed
30 reduction in force.

31
32 12.4 Criteria

33
34 In the development of recommendations, the parties agree to keep foremost in mind the
35 needs of the communities served by the District and the College's missions and goals.

36
37 Recommended layoffs shall be on the basis of seniority and qualifications in accordance
38 with pertinent Education Code sections. Seniority shall be determined on the basis of the
39 contract or regular employee's initial date of paid service with the District. In the event two (2)
40 or more contract or regular employees have the identical initial date of paid service, seniority
41 within that group of employees shall be determined by lot in accordance with Education Code
42 provisions.

43
44 12.5 Effects

1 equivalency requirements in a new teaching discipline) as determined by the District.
2

3 Faculty members who take advantage of the above shall agree, in writing, to remain with
4 the District for one (1) year following released time for retraining. Failure to do so shall mean
5 that the faculty member shall reimburse the District for that portion of his/her salary and benefits
6 that the released time represents.
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41 **ARTICLE 14. GRIEVANCE PROCEDURE**

42
43 14.1 Purpose
44

45 The purpose of this procedure is to provide prompt and orderly means of resolving grievances at

1 the lowest administrative level.

2
3 14.2 Definitions

4
5 A "grievance" is a formal, written allegation by a grievant that there has been a violation of a
6 provision(s) of this Agreement.

7
8 A "grievant" is a faculty member, or group of faculty members, employed by the District and
9 covered by the terms of this Agreement.

10
11 A "day" is a day in which the central administrative office of the District is open for business,
12 with the exception of the winter and spring recesses.

13
14 14.3 General Provisions

15
16 It is important that grievances be processed as rapidly as possible. Therefore, the number of days
17 indicated at each level should be considered as maximums, and every effort should be made to
18 expedite the process. The times specified, however, may be extended by mutual consent.

19
20 If a grievance is not processed in accordance with the time limits set forth in this Article, it shall
21 be considered settled on the basis of the last decision rendered.

22
23 A grievant may represent himself/herself or choose to have representation. If the grievant
24 chooses not to be represented by the Association, the Association shall be informed of the
25 decision and have the right to present in writing its views on the grievance at all levels of the
26 procedure.

27
28 Any records pertaining to a grievance shall be kept in a file separate from the grievant's official
29 District personnel file.

30
31 Grievances of a similar or like nature may be joined as a single grievance by mutual agreement of
32 the District and the Association.

33
34 The Association shall have the right to file a grievance alleging a violation of its rights as
35 contained in Article 2, "Association Rights."

36
37 For the purpose of this procedure, references to the President and Chancellor shall also mean
38 their designees.

39
40 14.4 Formal Grievance

41
42 14.4.1 Level 1

43
44 Within fifteen (15) days after the grievant knew, or could reasonably be expected to have
45 known of the event or condition upon which the alleged grievance is based, the grievant

1 shall meet with the Educational Dean to attempt to resolve the alleged grievance.

2
3 14.4.2 Level 2
4

5 If the grievance is not resolved at Level 1, the grievant shall within ten (10) days, submit
6 a written grievance to the President. (The grievance form is attached to this agreement
7 as Exhibit D.)
8

9 The written grievance shall set forth in a clear and concise manner the provision(s)
10 alleged to have been violated, the circumstances involved, and the specific remedy
11 sought. Appropriate grievance forms shall be provided by the District.
12

13 The President shall have ten (10) days after receiving the grievance to render a written
14 decision to the grievant. If the grievant is not satisfied with the decision, or if the
15 President has not rendered a decision within the ten (10) day time limit, the grievant may
16 appeal the decision in writing to the Chancellor, at Level 3, within ten (10) days.
17

18 14.4.3 Level 3
19

20 The appeal to Level 3 shall include a copy of the original grievance, the decision rendered
21 at Level 2, if any, and the reasons for the appeal.
22

23 The Chancellor shall have ten (10) days after receiving the appeal to render a written
24 decision to the grievant. If the grievant is not satisfied with the decision, or if the
25 Chancellor has not rendered a decision within the ten (10) day time limit, the grievant
26 may submit the grievance to arbitration. The grievant may bypass the arbitration process
27 and proceed directly to Level 5. In either case, the action shall be taken within ten (10)
28 days.
29

30 14.4.4 Level 4
31

32 The Level 4 arbitration shall be conducted in accordance with the Voluntary Arbitration
33 Rules of the American Arbitration Association (AAA) and the provisions of this
34 procedure.
35

36 However, upon the mutual agreement of the District and the Association, the arbitration
37 may proceed under the expedited rules of the AAA.
38

39 The arbitrator shall be selected from a list provided by the AAA by eliminating names
40 until only one (1) name remains. The one (1) remaining name shall be the arbitrator.
41 The process of striking names shall occur within ten (10) days of receipt by both parties
42 of the AAA list.
43

44 The decision of the arbitrator shall be based solely on the evidence and testimony
45 presented at the hearing and upon the contents of the briefs.

1
2 The arbitrator shall have no power to alter, amend, add to, subtract from, or disregard
3 any of the terms of this Agreement, but shall determine only if there has been a violation
4 of a provision(s) of this Agreement as alleged in the grievance. The arbitrator will be
5 without power or authority to make any decision, which requires the commission of an
6 act, prohibited by law or which is in violation of the terms of this Agreement.

7
8 The decision of the arbitrator shall be advisory only and shall be in the form of a written
9 recommendation to the Board of Trustees. Copies of the decision shall be submitted to
10 the District, the Association, and the grievant.

11
12 All fees and expenses of the arbitrator shall be shared equally by the District and the
13 Association. Other expenses shall be borne by the party incurring them.

14 15 14.4.5 Level 5

16
17 The Board of Trustees shall consider the arbitrator's recommendation at its next regular
18 meeting, provided at least ten (10) days have elapsed since receipt of the decision.

19
20 The Board of Trustees may implement the arbitrator's decision in whole or in part; may
21 decide not to implement the decision; may meet with the parties to discuss other
22 alternative solutions; or may take whatever other action it deems appropriate.

23 The action of the Board of Trustees shall be final and binding.

24
25 In the case of a grievant who has appealed a decision of the Chancellor directly to Level
26 5, the Board of Trustees shall render its decision in writing within twenty (20) days of the
27 day the Board heard the grievance. The action of the Board of Trustees shall be final and
28 binding.

29
30 Should the Board reject an arbitrator's decision, which sustains the grievant, the grievant
31 and/or the Association may appeal the Board's decision in a court of competent
32 jurisdiction.

33 34 14.5 Reprisals

35 No reprisals of any kind will be taken by the District against any person who files a
36 grievance, or any party in interest, any member of the Association or any other
37 participant in the grievance procedures by reason of such participation.
38

1 **ARTICLE 15. COMPETENCY AND FACULTY SERVICE AREAS**
2

3 As required by Education Code sections 87743.1 and 87743.2, the parties agree that there will
4 be one (1) faculty service area which encompasses the entire district, and that the term "faculty
5 service area," as applied to members, shall mean all District programs in which full-time
6 instructors, counselors, and librarians are employed.
7

8 As required by Education Code section 87743.5, the parties agree that the word "competency"
9 and the term "competency criteria", as applied to bargaining unit members, shall be tantamount
10 to the possession of minimum qualifications for district employment as an instructor, counselor,
11 or librarian in accordance with Education Code sections 87355 and 87356.
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ARTICLE 16. SAFETY

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Employee safety is a primary concern of the Governing Board and the administration of the District and is of highest priority. The obligation of the District is to provide and maintain safe working conditions and equipment at all times and to comply with standards prescribed by applicable federal, state, and local laws and regulations affecting employee safety. Any employee who notices any unsafe conditions shall remedy and/or report the condition to the Vice Chancellor of Business Services or the Director of Maintenance and operations immediately.

ARTICLE 17. AG DEPARTMENT

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5

17.1 The Ag Department faculty contracts shall be a twelve month, 221 day contract.

ARTICLE 18. SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of a provision of this Agreement to any employee or group of employees is held invalid by operation of law or by a court of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

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ARTICLE 19. EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law and that in the absence of specific provisions in the Agreement, applicable state laws and District policies shall be in effect.

1 **ARTICLE 20. DISTANCE LEARNING**
2

3 20.1 Preamble

4 Distance Education is defined as instruction in which the instructor and student are separated by
5 distance and interact through the assistance of communication technology.

6 The District reserves the right to offer courses in any medium it determines best meets the needs
7 of the student. The District may consider schedule, faculty preference, student preference,
8 historical patterns of class offering and available technology in determining how a class will be
9 offered. The District will utilize available technology in evaluating non-traditional courses. To
10 the extent practical, non-traditional courses will be treated in all respects like traditional courses.

11 20.1.1 Class Size

12 20.1.1.1 For courses fully taught in an on-line mode, enrollment shall be limited to
13 a maximum of 50* students per section. (*Except as noted in existing or
14 current class size limitations, i.e., English.)

15 If the predetermined course enrollment limit is exceeded by 12 on the first
16 census date, the course section will be split into two (2) sections.

17 20.1.1.2 For courses fully taught in video-conference mode, enrollment shall be
18 limited to a maximum of 50* students per section. (*Except as noted in
19 existing or current class size limitations, i.e., English.) If the
20 predetermined course enrollment limit is exceeded by 12 on the first
21 census date, the course section will be split into two (2) sections.

22 20.1.1.3 The class size provisions (Section 20.1.1.1 and 20.1.1.2) shall not apply to
23 instruction using any other distance learning mode or any hybrid thereof.

24 20.1.2 Compensation/Workload

25
26 20.1.2.1 An instructor who teaches a course delivered entirely in an
27 online mode for the first time will be compensated at one and
28 one-half (1 ½) times the regular unit load for that course, on
29 the condition that the instructor agrees to teach that course
30 in that mode for a minimum of two (2) consecutive
31 semesters. This condition may be mutually waived by the
32 Administration and instructor.
33

34 20.1.2.2 An instructor who teaches a course delivered entirely in a
35 video-conference mode will be compensated by a stipend of
36 two hundred and fifty dollars (\$250.00) in addition to regular
37 unit load for that course conditioned upon reaching a
38 minimum class size of thirty five students. The stipend shall

1 be distributed to the Department to defray the costs related
2 to delivering the course in question (no greater than 5%) and
3 the remainder is to be distributed to the Department faculty
4 for staff development related to the Department's needs.

5
6 20.1.2.3 The compensation/workload provisions (Section 20.1.2.1
7 and 20.1.2.2) shall not apply to instruction using any other
8 distance learning mode or any hybrid thereof.

9
10 20.1.3 Technological Support

11
12 20.1.3.1 The District shall establish a help desk for on-line course
13 support to faculty, students and staff.

14
15 20.1.3.2 Technical support will be available for all video-conference
16 courses.

17
18 20.2 Intellectual Property and Ownership and Use Rights to Distance Learning Materials

19
20 The rights and ownership of intellectual property as between any member of the bargaining unit
21 and the District shall be governed by the applicable provisions of state and federal law and as
22 follows. Distance Learning Courses created by District employees shall be subject to the
23 copyright and ownership provisions herein. Copyrighted materials or materials, which can be
24 copyrighted (for example, tapes, CDs) fall under the copyright provisions herein.

25
26 20.3 Intellectual Property Defined

27
28 Intellectual property shall be defined as follows: Inventions, discoveries, works of authorship
29 and/or other creative works that may be subject to protection under federal or state patent,
30 copyright, trademark, and/or trade secret laws arising from or related to the works or efforts of
31 faculty. Intellectual property as used in this Agreement shall be one of three (3) types:

- 32
33 (1) Independent faculty efforts: Properties created by the faculty member in the
34 fulfillment of the faculty member's normal duties and responsibilities,
35 without any significant District support, nor commissioned by the District.
36 (2) Works for hire: District-commissioned projects, which are the result of the
37 faculty member and the District knowingly, and voluntarily entering into a
38 written agreement to create a specific intellectual property. Such efforts are
39 not in fulfillment of the faculty member's normal duties and responsibilities.
40 They are not normal research or teaching assignments.
41 (3) Joint efforts: Works created by faculty members with the support of the
42 District. Joint efforts occur when the faculty member and the District
43 jointly create an intellectual property as part of the fulfillment of the faculty
44 member's normal duties and responsibilities.

45 20.4 District Support Defined

1
2 As referred to herein, District support may include funding, release time, use of District
3 laboratories, computers, supplies, staff, facilities, printing services, and the like. Significant
4 support shall include \$ 5,000 or more in un-reimbursed use, other than incidental uses (use of
5 public facilities and normal services including library and computer use) in connection with the
6 work. Significant use of District facilities means extensive un-reimbursed use of laboratory,
7 studio, or computer facilities, or human resources. District support shall include support
8 provided by another organization when administered or controlled by the District.
9 Sabbatical/Faculty Improvement Leaves, Research Professorships, and reassigned time for
10 normal duties are specifically excluded from consideration as significant use.

11 12 20.5 Copyright Ownership

13
14 Individual faculty efforts are owned by the author. Works-for-hire by the District are owned by
15 the District. Joint efforts are owned by the author.

16 17 20.6 Distribution of Revenues

18
19 All revenues derived from independent faculty efforts shall belong to the faculty member who
20 created it. For works for hire and joint efforts:

21 The first \$ 5,000 gross revenues shall be paid to the author.

22
23 Thereafter, the District shall be reimbursed for all documented expenses from revenues
24 in excess of \$ 5,000.

25
26 Thereafter, for all revenues up to \$ 50,000, 90% shall be distributed to the author, 10%
27 to the District. For all revenues in excess of \$ 50,000, 75% shall be distributed to the
28 author, and 25% to the District.
29

30 31 20.7 Computer Software

32
33 Such products may be copyright, patent, or trade secret work and should be allocated
34 accordingly.

35 36 20.8 Ownership and Use Rights of Distance Learning Materials

37
38 To the extent that the District owns the Intellectual Property Rights in and to the Distance
39 Education Materials, the District agrees to grant the following use rights to the faculty creator
40 without the faculty creator obtaining permission from the District:

41
42 20.8.1 to make reproductions of the Distance Education Materials to use in
43 teaching, scholarship, and research;

44 20.8.2 to borrow portions of the Distance Education Materials for use in
45 compilations or other composite works;

ARTICLE 21. MISCELLANEOUS

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The parties relinquish the right to meet and negotiate on any subject during the term of this Agreement, whether or not the subject is referred to or covered in this Agreement except as otherwise provided in this provision. However, any portion of this Agreement may be reopened at any time by the mutual consent of the parties. Additionally, each party may reopen two articles of its choice in each of the 2006-2007, 2007-2008 and 2008-2009 school years, except Article Sections 8.2, 8.3 and 9.3 are not subject to reopening.

This Agreement shall continue in effect year-to-year unless modified by written agreement of the parties.

1 **ARTICLE 22 RETIREMENT**

2
3 22.1 Early Retirement

4
5 Early retirement is defined as retirement prior to the age of sixty five years of age.

6
7 22.2 Early Retirement Options

8
9 At the time of early retirement, qualified unit members may elect one of the following
10 retirement options if applicable.

11
12 Option 1: Retirement Incentive Stipend

13
14 Unit members who retire prior to the age of 65 with a minimum of twenty (20) years
15 continuous service with the District immediately preceding retirement, who have applied
16 for STRS retirement, and who notify the District of intent to retire by August 30th of the
17 year prior to their final school year, may receive an early retirement incentive stipend as
18 follows:

Age on Effective Retirement date	Incentive Stipend
58	\$ 2,000
59	\$ 4,000
60	\$ 6,000
61	\$ 10,000
62	\$ 12,000
63	\$ 15,000

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28
29 Option 2: Retirement Incentive Benefits.

30
31 Unit members who retire on or after the age of 55 but prior to the age of 65 with a
32 minimum of twenty (20) years continuous service with the District immediately preceding
33 retirement, may continue to receive District paid health insurance (Plan F) for the unit member
34 and spouse as per Article 9, section 9.2, until the unit member's 65th birthday. At age 65, the
35 unit member shall receive coverage as set forth in section 9.4.1.1.
36

ARTICLE 23.
TERM

This agreement shall become effective on the date the Board acts to approve the terms and conditions of employment, however, the increase in the salary schedule shall by its term be effective on July 1, 2006. Except as otherwise stated, the Collective Bargaining Agreement shall continue in full force and effect up to and including June 30, 2009.

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SIGNATURE PAGE

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FOR THE DISTRICT:

FOR WHCFA:

Dr. Frank Gornick
Chancellor

Faye Mendenhall
CTA President

Date: _____

Date: _____

EXHIBIT "A" EVALUATION FORMS
West Hills College
Self-Assessment Form
Non-Tenured Faculty

Instructor _____ Semester _____ Year _____

Instructions: This form is to be completed by non-tenured faculty members each year of evaluation for use by the evaluation team. Please feel free to include additional pages if necessary.

1. Write a brief summary of the results of your students' evaluations. Describe any issues brought by the students that might lead you to change your teaching in the future.

2. Evaluate classroom performance.

3. In what ways might the college be helpful to you in relation to the improvement of your teaching and/or classroom? Have you utilized the available resources, (i.e. colleagues, counselors, administrators, library, Basic Skills Program, Computer labs, etc.)?

4. Describe any activities/committees not necessarily related to your classroom teaching, in which you participated.

1 EXHIBIT "A" EVALUATION FORMS
2 West Hills College
3 Professional Development Goals/Plans Form
4 Tenured and Non-Tenured Faculty
5

6 Instructor _____ Semester _____ Year _____
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9 **Instructions:** This form is to be completed by each faculty member during each evaluation
10 period for use by the evaluation team. Please feel free to include additional pages if
11 necessary.

12 **1. Since the last evaluation period, what have you done that demonstrates continued**
13 **professional growth? (Faculty who have not previously completed a professional**
14 **development goals/plans form should include any professional development activities.)**
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21 **2. List the professional development goals you expect to undertake during the next**
22 **evaluation period.**
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29 **3. Describe how you plan to achieve each of this/these goals. How might the college**
30 **facilitate this/these activity/activities?**
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38 **4. How will you evaluate your successes in reaching this/these goals?**
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EXHIBIT "A" EVALUATION FORMS

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SCAN TRON DOCUMENT GOES HERE

EXHIBIT "A" EVALUATION FORMS

SCAN TRON DOCUMENT GOES HERE

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EXHIBIT "A" EVALUATION FORMS
West Hills College
Team Evaluation Form

Instructor _____ **Evaluator** _____

Class _____ **Date** _____

Type of Class _____ **Location** _____

Number of Students Enrolled _____ **Number of Students Present** _____

Please rate the instructor being evaluated on each of the following items. If the statement does not apply to the lecture or laboratory class, please mark N/A.

Rating Scale: < Poor 1 2 3 4 5 Good >

1. The objective of the lesson was clearly stated. 1 2 3 4 5 N/A

Comments:

2. Examples were used to clarify abstract or difficult ideas. 1 2 3 4 5 N/A

Comments:

3. Methods of presentation were appropriate for the types of materials covered. 1 2 3 4 5 N/A

Comments:

4. The instructor presented alternative and/or opposing views. 1 2 3 4 5 N/A

Comments:

5. The instructor used appropriate supporting materials. 1 2 3 4 5 N/A

Comments:

6. Major points were summarized. 1 2 3 4 5 N/A

Comments:

7. Information or material presented was up-to-date. 1 2 3 4 5 N/A

Comments:

EXHIBIT "A" EVALUATION FORMS

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8. Material was presented in an organized manner. 1 2 3 4 5 N/A

Comments:

9. Material was presented at an appropriate pace. 1 2 3 4 5 N/A

Comments:

10. The instructor's voice level and tone were appropriate. 1 2 3 4 5 N/A

Comments:

**11. The instructor's handwriting was legible on chalkboards or
overheads.** 1 2 3 4 5 N/A

Comments:

12. The instructor encouraged student participation. 1 2 3 4 5 N/A

Comments:

13. A positive learning environment was maintained. 1 2 3 4 5 N/A

Comments:

**14. The instructor's mannerisms did not distract from the
presentation.** 1 2 3 4 5 N/A

15. In laboratory classes, a concern for safety was demonstrated. 1 2 3 4 5 N/A

Comments:

ADDITIONAL COMMENTS:

EXHIBIT "A" EVALUATION FORMS
Team Evaluation Check-Off
For Faculty

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Instructor

Administrative Evaluator

Peer Evaluator

Peer Evaluator

1. Pre-Observation Conference

Administrative Evaluator

Date

Peer Evaluator

Date

Peer Evaluator

Date

Instructor

Date

2. Observation of Instructor (The observation must be completed within 25 working days of the pre-observation meeting.)

Administrative Evaluator

Date

Peer Evaluator

Date

Peer Evaluator

Date

3. Post-Observation Conference (The post-observation meeting must be completed within 20 work days of the observations.)

Administrative Evaluator

Date

EXHIBIT "A" EVALUATION FORMS
Team Evaluation Check-Off
For Faculty

Peer Evaluator

Date

Peer Evaluator

Date

Instructor

Date

4. Evaluation Form to Unit Member (Within 15 working days of the observation visitation, the evaluator shall submit to the unit member being evaluated a copy evaluation form.)

Instructor

Date

5. Changes in Written Remarks (The evaluator and unit member may agree to changes in the written remarks of the evaluation, in which case it shall be re-drafted and submitted to the unit member within 5 working days of the post-observation meeting.)

Administrative Evaluator

Date

The unit member shall sign and return the re-drafted, final evaluation form within 5 working days.

Instructor

Date

6. Negative Evaluation (The evaluator and unit member shall meet within 15 working days of the post-evaluation conference to develop a written, detailed plan for remediation of the deficiencies upon which a negative evaluation was based.)

Administrative Evaluator

Date

Instructor

Date

Evaluation Summary (Use additional sheet as needed.)

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EXHIBIT “A” EVALUATION FORMS
Procedures for Counselor Performance Evaluations

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Student Evaluations

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1. Student evaluations will be completed during a 4-week period in the same semester the formal evaluation is conducted.
2. Student evaluations will be completed in October for evaluations conducted during the fall semester and from mid-March through mid-April for evaluations conducted during the spring semester.
3. All students seen by the counselor during the 4-week period will complete the evaluation form.
4. Evaluation forms will be given to each student by an assigned secretarial/clerical employee when the student leaves the counseling session. The secretarial/clerical employee will ask the student to complete the evaluation before leaving the counseling area.
5. The evaluation form will be returned to the secretarial/clerical employee who will place it in an envelope.
6. The secretarial/clerical employee will keep all completed evaluation forms in the envelope during the 4-week evaluation period.
7. At the end of the 4-week period, the secretarial/clerical employee will send the completed evaluation forms to the Dean of Students who will compile the results and distribute the results to the counselor being evaluated and to each member of the evaluation team.

Peer Evaluations

1. Each member of the evaluation team will observe one separate counseling session during the 4-week period and will complete an evaluation form for the session.

EXHIBIT "A" EVALUATION FORMS
West Hills Community College District
Team Evaluation of Counseling Faculty

Counselor: _____

Date: _____

Your honest and thoughtful answers will provide useful information to the above named counselor. Please respond to the following statements based on your observations.

Grade the counselor according to what best describes your feelings on the following statements with "A" being superior, "B" satisfactory and "C" needs improvement. If you cannot respond to a certain statement, circle "NA".

1. Counselor is available during scheduled appointment hours.
A B C NA
2. Counselor showed genuine interest and concern.
A B C NA
3. Counselor listened carefully to what the student had to say.
A B C NA
4. Counselor made the student feel comfortable and at ease.
A B C NA
5. Counselor showed respect for the student, their opinion and their circumstances.
A B C NA
6. Counselor communicated effectively with the student.
A B C NA
7. Counselor provided information about specific services, programs and courses.
A B C NA
8. Counselor provided information about career/vocational programs offered at the college.
A B C NA
9. Counselor provided information about courses and programs of study at four-year colleges and universities.
A B C NA
10. Counselor provided accurate information.
A B C NA

1 Team Evaluation of Counseling Faculty

2 Page 2

3

4 11. Counselor helped the student achieve a clear understanding of his/her educational goals.

5 A B C NA

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7 12. The counselor made certain the student understood all important material before leaving
8 the appointment.

9 A B C NA

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13 Additional Comments:

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EXHIBIT "A" EVALUATION FORMS
West Hills Community College District
Student Evaluation of Counseling Faculty

Counselor: _____

Date: _____

Your honest and thoughtful answers will provide useful information to your counselor. Please respond to the following statements based on your experiences with the above named counselor.

Grade the counselor according to what best describes your feelings on the following statements with "A" being superior, "B" satisfactory and "C" needs improvement. If you cannot respond to a certain statement, circle "NA".

1. Counselor is available during scheduled appointment hours.
A B C NA
2. Counselor showed genuine interest and concern.
A B C NA
3. Counselor listened carefully to what you had to say.
A B C NA
4. Counselor made you feel comfortable and at ease.
A B C NA
5. Counselor showed respect for you, and your opinion and your circumstances.
A B C NA
6. Counselor communicated effectively with you.
A B C NA
7. Counselor provided information about specific services, programs and courses that you asked about.
A B C NA
8. Counselor provided information about career/vocational programs offered at the college.
A B C NA
9. Counselor provided information about courses and programs of study at four-year colleges and universities.
A B C NA

1 Student Evaluation of Counseling Faculty

2 Page 2

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10. Counselor helped you achieve a clear understanding of your educational goals at West Hills College.

A B C NA

11. Counselor helped you plan your program consistent with your educational/career goals.

A B C NA

12. I would return to this counselor for further assistance.

A B C NA

Additional Comments:

EXHIBIT "B"
WEST HILLS COMMUNITY COLLEGE DISTRICT
INSTRUCTIONAL CALENDAR
2006-2007

2006 SUMMER SESSIONS

May 30 – August 9	(T,W)	Instruction Begins/Ends
May 30-August 9	(T,W)	Instruction Begins/Ends (10-week classes)
June 12 - August 9	(M,W)	Instruction Begins/Ends (8-week classes)
June 26 – August 9	(M,W)	Instruction Begins/Ends (6-week classes)
July 4	(T)	Independence Day Observed

2006 FALL SEMESTER

August 10	(Th)	Faculty Flex Day, No Classes
August 11	(F)	Duty Day, No Classes
August 14	(M)	Instruction Begins
September 4	(M)	Labor Day, No Classes
October 6	(F)	Last Day to Petition to Graduate
October 16	(M)	Second 9-week Classes Begin
November 10	(F)	Veteran’s Day Observed, No Classes
November 13	(M)	Last Day to Withdraw with a W
		(Full Semester)
November 23-24	(Th-F)	Thanksgiving, No Classes
December 11-15	(M-F)	Finals Week
December 15	(F)	End of Fall Semester
Total Instructional Days:	87	

2007 SPRING SEMESTER

January 11	(Th)	Faculty Flex Day, No Classes
January 12	(F)	Duty Day, No Classes
January 15	(M)	Martin Luther King Day, No Classes
January 16	(T)	Instruction Begins
February 9	(F)	Lincoln’s Day Observed, No Classes
February 19	(M)	Washington’s Day Observed, No Classes
March 9	(F)	Last Day to Petition to Graduate
March 19	(M)	Second 9-week classes begin
April 2-6	(M-F)	Spring Recess
April 20	(F)	Last Day to Withdraw with a W
		(Full Semester)
May 21-25	(M-F)	Finals Week
May 24	(Th)	Lemoore Commencement
May 25	(F)	Coalinga Commencement
May 25	(F)	End of Spring Semester
Total Instructional Days:	88	

Approved: By the Board of Trustees: (02-21-06)

EXHIBIT "B"
WEST HILLS COMMUNITY COLLEGE DISTRICT
INSTRUCTIONAL CALENDAR
2007-2008

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5	<u>2007 SUMMER SESSIONS</u>		
6	May 29 – August 8	(T,W)	Instruction Begins/Ends
7	May 29-August 8	(T,W)	Instruction Begins/Ends (10-week classes)
8	June 11 - August 8	(M,W)	Instruction Begins/Ends (8-week classes)
9	June 25 – August 8	(M,W)	Instruction Begins/Ends (6-week classes)
10	July 4	(W)	Independence Day Observed
11			
12	<u>2007 FALL SEMESTER</u>		
13	August 9	(Th)	Faculty Flex Day, No Classes
14	August 10	(F)	Duty Day, No Classes
15	August 13	(M)	Instruction Begins
16	September 3	(M)	Labor Day, No Classes
17	October 5	(F)	Last Day to Petition to Graduate
18	October 15	(M)	Second 9-week Classes Begin
19	November 12	(M)	Veteran’s Day Observed, No Classes
20	November 9	(F)	Last Day to Withdraw with a W
21			(Full Semester)
22	November 22-23	(Th-F)	Thanksgiving, No Classes
23	December 10-14	(M-F)	Finals Week
24	December 14	(F)	End of Fall Semester
25	Total Instructional Days:	87	
26			
27	<u>2008 SPRING SEMESTER</u>		
28	January 10	(Th)	Faculty Flex Day, No Classes
29	January 11	(F)	Duty Day, No Classes
30	January 14	(M)	Instruction Begins
31	January 21	(M)	Martin Luther King Day, No Classes
32	February 15	(F)	Lincoln’s Day Observed, No Classes
33	February 18	(M)	Washington’s Day Observed, No Classes
34	March 7	(F)	Last Day to Petition to Graduate
35	March 17-21	(M-F)	Spring Recess
36	March 24	(M)	Second 9-week classes begin
37	April 18	(F)	Last Day to Withdraw with a W
38			(Full Semester)
39	May 19-23	(M-F)	Finals Week
40	May 22	(Th)	Lemoore Commencement
41	May 23	(F)	Coalinga Commencement
42	May 23	(F)	End of Spring Semester
43	Total Instructional Days:	88	
44	Approved: By the Board of Trustees:	(2-21-06)	
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EXHIBIT "C" SALARY SCHEDULE

WHCCD 2006-2007 SALARY SCALE 10.92% SALARY INCREASE

CLASS LEVELS

STEPS	I	II	III	IV	V	
1	44,821	48,396	51,980	55,555	59,137	1
2	46,608	50,190	53,767	57,343	60,924	2
3	48,396	51,980	55,555	59,137	62,714	3
4	50,190	53,767	57,343	60,924	64,500	4
5	51,980	55,555	59,137	62,714	66,290	5
6	53,767	57,343	60,924	64,500	68,078	6
7	55,555	59,137	62,714	66,290	69,868	7
8	57,343	60,924	64,500	68,078	71,656	8
9	59,137	62,714	66,290	69,868	73,449	9
10	60,924	64,500	68,078	71,656	75,234	10
11	62,714	66,289	69,868	73,449	77,022	11
12	64,500	68,078	71,656	75,234	78,818	12
13	66,290	69,868	73,449	77,022	80,602	13
14	68,080	71,658	75,243	78,816	82,387	14
15	69,870	73,448	77,037	80,610	84,173	15
16	71,660	75,238	78,830	82,404	85,957	16
17			80,624	84,197	87,750	17
18			82,418	85,991	89,543	18
19			84,211	87,785	91,337	19
20			86,005	89,578	93,131	20
21			87,799	91,372	94,924	21
22			89,592	93,166	96,718	22

CLASS I	BA/BS	OR EQUIVALENT
CLASS II	BA/BS + 45 UNITS, OR MA	OR EQUIVALENT
CLASS III	BA/BS + 60 UNITS, OR BA/BS + 45 UNITS WITH MA OR EQUIVALENT	
CLASS IV	BA/BS + 75 UNITS, OR BA/BS + 60 UNITS WITH MA OR EQUIVALENT	
CLASS V	BA/BS + 90 UNITS, OR BA/BS + 75 UNITS WITH MA OR EQUIVALENT	

1. Verified work experience of two (2) or more years' duration which is directly related to a teaching field may be credited on the Faculty Salary Schedule on the basis of two(2) years' experience for one (1) step on that schedule.

2. The holder of an earned doctorate, from a regionally and/or professionally accredited institution of higher learning, shall be granted an annual stipend of \$ 1,800.00.

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**EXHIBIT "D" GRIEVANCE FORMS
WEST HILLS COMMUNITY COLLEGE DISTRICT**

CERTIFICATED EMPLOYEES' GRIEVANCE FORM – LEVEL 1

Submission of Complaint -- **All portions of this section must be completed by the grievant.**

Name: _____ **Position:** _____

Specific policy or regulation or provision alleged to have been violated (cite source)

Date (s) of occurrence: _____

Circumstances Involved: _____

Remedy Sought: _____

Date: _____ **Signature:** _____

Upon completion of this section, grievant shall present original and copies 2 and 3 to the Educational Dean. Copy 4 should be retained by the grievant.

Educational Dean Response: _____

Date: _____ **Signature:** _____

Upon completion of this section, the Educational Dean shall retain original, present Copy 2 to grievant, and forward Copy 3 to Director Human Resources.

Original: Educational Dean
Copy 2: Return to Grievant
Copy 3: Director Human Resources
Copy 4: Grievant Copy

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**EXHIBIT "D" GRIEVANCE FORMS
WEST HILLS COMMUNITY COLLEGE DISTRICT**

CERTIFICATED EMPLOYEES' GRIEVANCE FORM – LEVEL 2

Appeal to President -- **All portions of this section must be completed by the grievant. Copy 2 of completed Grievance Form Level 1 must be attached.**

Reason for Appeal: _____

Remedy Sought: _____

Date: _____ **Signature:** _____

Upon completion of this section, grievant shall present original and copies 2 and 3 to the President. Copy 4 should be retained by grievant.

President's Response: _____

Date: _____ **Signature:** _____

Upon completion of this section, the President shall retain original and forward Copy 2 of completed Grievance form Level 2 to the Grievant and Copy 3 to the Director Human Resources.

- Original: President
- Copy 2: Return to Grievant
- Copy 3: Director Human Resources
- Copy 4: Grievant Copy

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**EXHIBIT "D" GRIEVANCE FORMS
WEST HILLS COMMUNITY COLLEGE DISTRICT**

CERTIFICATED EMPLOYEES' GRIEVANCE FORM – LEVEL 3

Appeal to Chancellor -- **All portions of this section must be completed by the grievant. Copy 2 of completed Grievance Form Level 2 must be attached.**

Reason for Appeal: _____

Remedy Sought: _____

Date: _____ **Signature:** _____

Upon completion of this section, grievant shall present original and copies 2 and 3 to the Chancellor. Copy 4 should be retained by the grievant.

Chancellor's Response: _____

Date: _____ **Signature:** _____

Upon completion of this section, the Chancellor shall retain original and forward Copy 2 of completed Grievance Form Level 3 to grievant and Copy 3 to Director Human Resources.

Original: Chancellor
Copy 2: Return to Grievant
Copy 3: Director Human Resources
Copy 4: Grievant Copy

**EXHIBIT "D" GRIEVANCE FORMS
WEST HILLS COMMUNITY COLLEGE DISTRICT**

CERTIFICATED EMPLOYEES' GRIEVANCE FORM – LEVEL 5

Appeal to the Board of Trustees --

This section must be completed by the grievant. Grievance Forms, Level 1, copy 2; Level 2, copy 2; Level 3, copy 2 and Level 4, copy 2 must be attached.

I hereby request that the grievance outlined on the attachments be reviewed by the Board of Trustees.

Date: _____ **Signature:** _____

Upon completion of this section, grievant shall present original, copies 2, 3, 4 and 5 and all attachments to the Board of Trustees. Copy 7 should be retained by the grievant.

Board of Trustees' Response: _____

Date: _____ **Signature:** _____

The original shall be filed by the Board of Trustees.

Upon completion of this section, Copy 2 of Levels 1, 2, 3, 4 and 5 shall be returned to the grievant, Copy 3 to the Chancellor, Copy 4 to the President, Copy 5 to the Director Human Resources, Copy 6 to the Educational Dean, Copy 7 to the Grievant and Copy 8 to the West Hills College Faculty Association/CTA/NEA.

- Original: Board of Trustees
- Copy 2: Return to Grievant
- Copy 3: Chancellor
- Copy 4: President
- Copy 5: Director Human Resources
- Copy 6: Educational Dean
- Copy 7: Grievant Copy
- Copy 8: West Hills College Faculty Association/CTA/NEA

1 EXHIBIT "E" SABBATICAL LEAVE

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4 PROCEDURES

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6 WEST HILLS COMMUNITY COLLEGE

7
8 SABBATICAL LEAVE

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10 I. Application Procedures

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12 A. Eligible faculty members must submit a proposed plan in writing to the
13 Chancellor prior to December 1 of the academic year preceding the year for
14 which the leave is requested. The plan of work should provide sufficient
15 information for evaluation according to the criteria outlined in Board of
16 Trustees Sabbatical Leave Policy. For the Spring Semester of the 1996-97
17 academic year, proposed plans must be submitted by November 1, 1996.

18
19 Sabbatical leave applications will then be forwarded to the Academic
20 Senate. The Academic Senate will review the applications and recommend
21 acceptable applications for final approval by the Chancellor and Board of
22 Trustees.

23
24 B. The recommendations of applicants by the Academic Senate will be
25 influenced significantly as indicated below:

- 26
27 1. Major consideration will be given to the present and future worth
28 of the sabbatical leave in terms of improving student success and/or
29 curriculum development.
30
31 2. Consideration may be given to past accomplishments such as
32 workshops, committee work, individual projects and studies, and
33 any other group activities.
34
35 3. Should the District be undertaking a project or have a need in a
36 certain field, priority may be given to those applicants most likely
37 to make a contribution to these needs.
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39 4. With less emphasis, consideration may also be given in terms of
40 length of service to the District and distribution of sabbatical leaves
41 among the various departments.
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44 II. Selection Procedures

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**A. The Academic Senate will screen the sabbatical leave applications and
EXHIBIT “E” SABBATICAL LEAVE**

**forward their recommendation(s), including the applications, to the Dean of
Education by February 1 (November 15 for the Spring Semester of 1996-
1997).**

**B. The Dean of Education and the Chancellor will recommend applications.
The Chancellor will recommend either acceptance or rejection of the
recommended applications to the Board of Trustees at the February meeting
(December meeting for the Spring Semester of 1996-1997).**

**C. The applicants will be notified by the Chancellor on or before March 15
regarding the acceptance or rejection of their applications by the Board of
Trustees (December 15 for the Spring Semester of 1996-1997).**

EXHIBIT "E" SABBATICAL LEAVE

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PART III

Please respond to each of the following? Use extra pages if necessary.

A. How will completion of your project improve student success?

B. What affect will your project have on curriculum development?

EXHIBIT “E” SABBATICAL LEAVE

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C. Please discuss your past accomplishments and activities, including participation in WHC activities and committees.

D. How will completion of project address the needs of the District?

EXHIBIT "E" SABBATICAL LEAVE

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PART IV

_____ **Applicant Signature** _____ **Date**

Date Received by Academic Senate: _____

Recommendation by Academic Senate: _____ **Approve** _____ **Disapprove**

Comments:

Chancellor's Recommendation: _____ **Approve** _____ **Disapprove**

Comments:

Chancellor's Signature: _____

Board of Trustees Action: _____ **Approve** _____ **Disapprove**

Date: _____

EXHIBIT "F" TIME OFF DUTY FORM

WEST HILLS COMMUNITY COLLEGE DISTRICT
 REQUEST FOR AND REPORT OF TIME OFF DUTY

This form is to be completed by all Employees immediately upon return to duty following an absence due to sickness or bereavement. All other leaves must be approved on this form in advance. The signature will verify absence from duty.

Date(s) of Absence	Leave Code	Number of Hours
_____	_____	_____
_____	_____	_____
_____	_____	_____

Leave Codes:

- C** = Comp Time
- CB** = College Business
- I** = Industrial
- S** = Sick
- ES** = Extended Sick
- JD** = Jury Duty
- V** = Vacation
- LWOP** = Leave Without Pay
- B** = Bereavement
- PB** = Personal Business
- PN** = Personal Necessity

Employee Printed Name	Date
Employee Signature	
Supervisor Signature	Date

HR
Date

White: HR Yellow: Supervisor Pink: Employee Goldenrod: Employee Unofficial Copy WHC #141 Rev 8/01

Exhibit "G"

SENIORITY LIST

	<u>SENIORITY NUMBER</u>	<u>DATE OF EMPLOYMENT</u>	<u>NAME</u>
1			
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5	1	08/18/75	Christenson, Eric
6	2	01/24/77	Gibson, Robert
7	3	01/08/79	Jeffrey, R. Jeff
8	4	08/20/79	Mendenhall, Faye
9	5	08/13/80	Beloof, Lawrence
10	6	08/13/81	Hauki, Cynthia
11	7	08/15/83	Welch, Merlin
12	8	03/01/84	Hunt, Bruce
13	9	08/15/85	Rehark-Griffith, Rhea
14	10	08/01/86	Barner, Etsel
15	11	08/01/86	Warkentin, Donald
16	12	08/14/86	Winters, Thomas
17	13	08/14/86	Bolt, David
18	14	08/13/88	Castagna, Kim
19	15	08/21/89	Rengh, David
20	16	08/16/90	Grant, James
21	17	01/11/91	Kraft-Chapman, Patricia
22	18	01/15/91	Hedgecock, David
23	19	06/01/93	Jacobus, Linda
24	20	08/09/95	Burke, Michael
25	21	09/14/95	McGlothin, Sandra
26	22	10/01/95	Hendrickson, Marta
27	23	02/20/96	Gritton, Mark
28	24	12/11/96	Roton, Marlese
29	25	08/14/97	Shehorn, Jacqueline
30	26	08/14/97	Little, Anna-Lisa
31	27	08/14/97	Hall, Robert
32	28	08/14/97	Mosher, Staci
33	29	08/14/97	Davis, Terry
34	30	08/14/97	Paden, Monte
35	31	11/14/97	Rodriguez, Martha
36	32	06/08/98	Wanderer, Jeffrey
37	33	08/03/98	Renteria, Frank
38	34	08/12/99	Kron, Brian
39	35	08/12/99	Ganter, Frieda
40	36	08/12/99	Ennes, Martha
41	37	08/12/99	Discont, Margaret
42	38	08/12/99	Howard, Libra
43	39	08/12/99	Daniels, Neomi
44	40	07/01/00	Hodsdon, Paul
45	Exhibit "G"		<u>SENIORITY LIST</u>

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2	SENIORITY	DATE OF	<u>NAME</u>
3	<u>NUMBER</u>	<u>EMPLOYMENT</u>	
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6	41	08/08/00	Amaya-Guenon, Linda
7	42	08/10/00	Wilson, Scott
8	43	08/10/00	Preston, James
9	44	07/01/01	Wiest, Harold
10	45	07/01/01	Shepard, Sarah
11	46	07/01/01	Arce, Mark
12	47	07/01/01	Smith, Dixie
13	48	08/16/01	Jackson, Shawn
14	49	08/16/01	Sanchez, Rene
15	50	08/16/01	Sowden, Kenneth
16	51	08/16/01	Bart, Anita
17	52	08/16/01	Hall, Marlon
18	53	08/16/01	Pratt, Eugenie
19	54	08/23/01	Dam-Mikkelsen, Hector
20	55	08/23/01	Sutton, H. Mel
21	56	07/01/02	Smart, Marlene
22	57	08/14/03	Babb, David
23	58	07/06/04	Tincher, Cal
24	59	07/12/04	Cowden, Clint
25	60	08/12/04	Sutherland, Scott
26	61	11/22/04	Tos, Angela
27	62	07/01/05	Oxford, Ronald
28	63	07/01/05	Ragsdale, Rodney
29	64	08/11/05	Wilds, Kevin
30	65	08/11/05	Harris III, Clifton
31	66	08/11/05	McDowell, Michael
32	67	08/11/05	Hanjiev, Arkady
33	68	08/11/05	Skaggs, Robert
34	69	08/11/05	Birrell, Jameson
35	70	08/11/05	Sterling, Kurt
36	71	08/11/05	Abela, Brian
37	72	08/11/05	Wilds, Brandy
38	73	08/11/05	Vang, Linda
39	74	08/11/05	Neer, David
40	75	11/28/05	Terranova, Erin
41	76	01/17/06	Brownlee, Rebecca
42	77	07/31/06	Hall, Lataria
43	78	08/01/06	Magnusen, Matthew
44	79	08//07/06	Raia, Christian
45	Exhibit "G"		<u>SENIORITY LIST</u>

	SENIORITY NUMBER	DATE OF EMPLOYMENT	<u>NAME</u>
5	80	08/07/06	Hayden, J. Maurice
6	81	08/10/06	Delaney, Melissa
7	82	08/10/06	Mativo, Kyalo
8	83	08/10/06	Saxton-Heskett, Susan
9	84	08/10/06	Reynolds, David
10	85	09/04/06	Mayer, Rhonda

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13 Individuals below are grant funded, non-tenure track, and temporary faculty

	Employment Date	Name
17	08/19/02	Oaks, Scott
18	01/17/06	Rogers, Joel
19	03/01/06	Rodriguez, Michael
20	08/21/06	Holsonbake, Troy

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