

AGREEMENT

Cerritos Community College District



-AND-

**Cerritos College Faculty Federation
Local 6215, CFT/AFT, AFL-CIO**



**Cerritos College
Faculty Federation**
AFT Local 6215

July 1, 2007 – June 30, 2009

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1 **PREAMBLE**

2 The articles and provisions contained herein constitute an agreement
3 ("Agreement") by and between the Cerritos Community College District
4 ("District") and the Cerritos College Faculty Federation, Local 6215, CFT/AFT,
5 AFL-CIO ("Union").
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7 This Agreement is entered into this 18th day of June, 2008 pursuant to
8 Government Code Sections 3540-3549.
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1 **ARTICLE 1: RECOGNITION**

2 1.1 The District recognizes the Cerritos College Faculty Federation ("Union") as the
3 exclusive representative in the following bargaining unit:

4 1.1.2 Inclusions: All full-time faculty and all part-time faculty paid on the
5 part-time faculty salary schedule.

6 1.1.3 Exclusions: All other employees not designated in Section 1.1.2 above,
7 including, but not limited to, substitute, management, supervisory, and
8 confidential employees.

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1 **ARTICLE 2: DISTRICT RIGHTS**

2 2.1 It is understood and agreed that the District retains all of its customary powers
3 and authority to direct, manage and control the operations of the District to the
4 full extent of the law. The exercise of the following powers, rights, authority,
5 duties, and responsibilities by the District, the adoption of policies, rules and
6 regulations, and practices in furtherance thereof, and the use of judgment and
7 discretion in connection therewith, shall be limited only by the specific and
8 expressed terms of this Agreement. Included in but not limited to those duties
9 and powers are the exclusive rights to: determine its organization; direct the
10 work of its employees; determine the time and hours of operation; determine the
11 kinds and levels of services to be provided, and the methods and means of
12 providing them; establish its educational policies, goals and objectives; ensure
13 the rights and educational opportunities of students; determine staffing patterns;
14 determine the number and kinds of personnel required; maintain the efficiency
15 of District operations; determine the curriculum; build, move or modify facilities;
16 establish budget procedures and determine budgetary allocation; determine the
17 methods of raising revenue; contract out work; fix duties and responsibilities of
18 employees; establish positions; hire; assign; evaluate; promote; terminate;
19 discipline unit members; and take any temporary action as may be necessary to
20 carry out its mission in the event of an emergency. An emergency is defined as
21 a natural disaster, such as fire, flood, earthquake, or unforeseen serious
22 circumstance for which the District determines immediate action is necessary.

23 2.2 The exercise of the rights under this Article are not subject to the grievance
24 procedures of the Agreement, except that the duration of any modification or
25 termination of provisions contained in this Agreement by the District necessitated
26 by an emergency declared under Section 2.1 above, may be grieved by the
27 Union.

28 2.3 The appropriate Vice President or designee and Director of Human Resources
29 shall meet with the Union in order to exchange views and concerns and give
30 good faith consideration to the Union's position prior to contracting out
31 bargaining unit work not previously contracted out by the District.
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1 **ARTICLE 3: UNION RIGHTS**

- 2 3.1 The Union shall have the right of access at reasonable times to areas in which
3 faculty members work, excluding classrooms during instructional time, the right
4 to use institutional bulletin boards, mailboxes, and other means of
5 communication, subject to reasonable regulation, and consistent with related
6 District policies and administrative regulations, and the right to use institutional
7 facilities provided that such use or access shall not interfere with nor interrupt
8 normal District or campus operations nor shall such use cause an additional or an
9 increased maintenance cost to the District, nor shall such use violate the
10 provisions of Education Code Section 7050, et. seq. In cases of use or access
11 that will result in additional costs to the District, arrangements shall be made
12 prior to use for reimbursement to the District by the Union. Rules relating to civic
13 center permits shall apply to Union meetings.
- 14 3.2 The District shall grant the Union office space on the campus from which to carry
15 out its normal operations consistent with all applicable laws. The office space
16 shall be as designated by the District, and may be changed from time to time or
17 temporarily removed based on District facilities needs, following discussion with
18 the Union.
- 19 3.3 Subsequent to mutual agreement on the format, copies of this Agreement shall
20 be printed by the District within thirty (30) working days after it becomes
21 effective and copies shall be made available to faculty members upon written
22 request to the Human Resources office. The District shall distribute copies to
23 new faculty members upon their employment. The District and the Union shall
24 share equally the cost of reproducing this Agreement.
- 25 3.4 Upon request, the District shall furnish to the Union non-confidential public
26 information directly related to the Union's role as exclusive bargaining
27 representative. The Union shall pay the reasonable costs of reproducing such
28 documents.
- 29 3.5 The District shall provide the published Board Book, which includes agendas,
30 minutes and non-confidential back-up materials, to the Union at the time the
31 Book is normally distributed to the Board.
- 32 3.6 Upon written request, the District shall provide a list of unit member names,
33 addresses, telephone numbers, and work locations to the Union, except where a
34 unit member specifies in writing that their telephone number and/or home
35 address be withheld.
- 36 3.7 Designated representatives of the Board and the Union shall periodically meet on
37 a mutually agreed-upon date, place and time for the purpose of reviewing the
38 administration of this Agreement and attempting to resolve related problems.
- 39 3.8 The District shall provide the Union with a total of 30 lecture hour equivalents
40 (LHEs) per academic year (July 1 – June 30) of non-cumulative reassigned time
41 for purposes of conducting negotiations, processing grievances and other lawful
42 union business. The Union shall submit in writing to the Director of Human
43 Resources the proposed name(s) of the unit member(s) and the proposed
44 amount(s) of reassigned time to be allocated during the academic year not later
45 than eight (8) weeks prior to the start of the affected term.

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3.8.1 The Union may purchase additional reassigned time up to 12 lecture hour equivalents (LHE's) per academic year at the Step 3 rate on the temporary part-time/ substitute hourly instructor salary schedule, plus District payroll taxes. Reassigned time in excess of this amount shall be purchased in accordance with Education Code Section 87768.5

3.9 As part of the package of information to newly-hired unit members, the District shall provide each newly – hired unit member with a membership form and reduced agency fee request information provided by the Union.

3.10 An authorized representative of the Union shall be allowed to speak on any item on the Board's public meeting agenda in accordance with existing Board rules and regulations.

3.11 The Union may appoint one (1) representative to each of the following College (non-faculty senate) committees: Equal Employment Opportunity Advisory Committee, Safety Committee, and Staff Development Committee. The Union may also appoint one (1) representative to newly formed College (non-faculty senate) committees which are within the scope of representation as defined in Government Code Section 3543.2.

1 **ARTICLE 4: SALARY**

2 4.1 2007-2008 Academic Year

3 4.1.1 Full-Time Faculty Salary Schedule 2007-2008:

4 District to provide a 4.53% increase to the 2006-2007 Full-Time Faculty
5 Salary Schedule, to be effective July 1, 2007 for 11-school month and 12-
6 school month unit members paid on a calendar month basis, and effective
7 August 13, 2007 for 10-school month unit members.

8 Summer Session Salary Rate: In accordance with the provisions of the
9 Faculty Salary Schedule, salaries for summer session assignments for
10 regular and contract unit employees shall be based upon the salary
11 schedule of the academic year immediately preceding the summer
12 session.

13 4.1.2 Temporary Part-Time and/or Substitute Hourly Faculty Salary Schedules:

14 District to provide a 6.5% increase to the 2006-2007 Temporary Part-Time
15 and/or Substitute Hourly Faculty Salary Schedules effective
16 August 13, 2007.
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1 **ARTICLE 5: EVALUATION**

2 5.1 General Provisions

3 5.1.1 The purposes of the faculty evaluation process are to continually improve
4 the quality of instruction and services offered to students of Cerritos
5 College, to assist faculty in achieving their highest level of professional
6 development, and to assess the quality and effectiveness of instruction
7 and other professional activities. In order to fulfill these purposes, the
8 evaluation process includes peer and management review, administrative
9 evaluation and, when necessary, disciplinary action.

10 5.1.2 The peer and management evaluation forms shall be approved by the
11 District and Union, in consultation with the Faculty Senate. These forms
12 will be included in an Appendix of this Agreement at a later date.

13 5.1.3 The student evaluation form shall be approved by the District and Union,
14 in consultation with the Faculty Senate. The student evaluation process
15 shall include a student survey distributed to all assigned classes for the
16 semester that the faculty member is evaluated. The District shall process
17 the data on the student surveys and shall provide the evaluation team
18 members, including the responsible administrator, and the evaluatee with
19 the compiled data concerning the student surveys.

20 5.2 Components of Evaluation for Tenured, Probationary, and Temporary Full-Time
21 Faculty

22 5.2.1 The evaluation process for tenured, probationary, and temporary full-time
23 faculty includes peer and management review, student evaluations, self-
24 evaluation, and a teaching portfolio.

25 5.2.2 For faculty with classroom assignment(s), the teaching portfolio will
26 contain class syllabi; examples of handouts; examples of effective
27 integration of instructional media in classroom instruction or work
28 assignment, if any; professional growth activities, if any; examples or
29 description of appropriate committee work, if any; and any materials that
30 the evaluatee wishes the evaluation team to consider. For faculty with
31 non-classroom assignment(s), the portfolio will include a description of
32 duties performed; examples of work product related to duties performed;
33 professional growth activities, if any; examples or description of
34 appropriate committee work, if any; and any materials that the evaluatee
35 wishes the evaluation team to consider. Faculty who have both classroom
36 and non-classroom assignments will include in the portfolio materials as
37 described above related to both classroom and non-classroom
38 assignments.

39 5.2.3 The evaluatee and the evaluation team shall review the peer and
40 management evaluation form, including the evaluation criteria, evaluation
41 process, and timelines for classroom/worksite observations.

42 5.2.4 Evaluation team members will conduct observations to obtain information
43 relevant to the performance criteria to support the evaluation. Such
44 information will be documented in the evaluation report. Each member of
45 the evaluation team will make at least one classroom/worksite observation

1 for tenured faculty and at least two observations for probationary faculty.
2 Any member of the evaluation team reserves the right to conduct
3 unannounced classroom/worksite observations at any time.

4 5.2.5 The evaluation team shall meet and discuss the evaluatee's strengths and
5 weaknesses and any proposed recommendations for improvement or
6 suggestions for professional growth. The evaluation team shall prepare
7 an evaluation report on the appropriate evaluation forms, which shall be
8 reviewed and discussed with the evaluatee.

9 5.2.6 The evaluatee will receive a copy of the completed evaluation forms
10 within a reasonable period of time after completion. A copy of the
11 completed evaluation report will be placed in the evaluatee's personnel
12 file. The evaluatee will have the opportunity to respond in writing to the
13 evaluation report. Such response must be submitted to the Human
14 Resources office not later than ten (10) working days following the
15 evaluatee's receipt of the evaluation report. This response will be
16 attached to the evaluation report and placed in the evaluatee's personnel
17 file.

18 5.3 Tenured Faculty Evaluations

19 Tenured faculty shall be evaluated once every three academic years. The
20 evaluation process shall include a peer review evaluation team and management
21 review.

22 5.3.1 Composition of Peer Review Team

23 5.3.1.1 Two (2) Faculty Members:

- 24 a. One (1) selected by evaluatee
- 25 b. One (1) selected as follows: The evaluatee proposes
26 one (1) faculty member and the responsible Dean or
27 area administrator may either agree to this faculty
28 member or the responsible Dean or area
29 administrator may propose one (1) other faculty
30 member for consideration by the evaluatee. If mutual
31 agreement is not reached from these two proposed
32 faculty members the responsible Dean or area
33 administrator will present a list of three (3) other
34 faculty members from which the evaluatee must
35 select one (1) to serve as the other member of the
36 Peer Review Team.

37 5.3.1.2 Where possible, faculty members shall not serve on consecutive
38 triennial evaluation teams for the evaluatee.

39 5.3.1.3 Except as provided for below the faculty members on the Peer
40 Review Team shall be from the evaluatee's discipline or from an
41 interdisciplinary program in the faculty member's assignment.
42 If no tenured faculty member is available within the
43 department, the responsible Dean or area administrator will
44 determine a closely related discipline from which the faculty
45 member will be selected. Even if there are sufficient tenured

- 1 faculty members available in the department, upon mutual
2 agreement between the evaluatee and the responsible Dean or
3 area administrator, one faculty member from outside of the
4 evaluatee's discipline may serve on the evaluation team.
- 5 5.3.1.4 If the evaluatee serves in more than one discipline, an attempt
6 shall be made to include a representative from each discipline
7 on the Peer Review Team.
- 8 5.3.1.5 The team shall select one of its members to serve as chair and
9 communicate this to the evaluatee at the first meeting with the
10 evaluatee.
- 11 5.3.2 Management Review Process
- 12 5.3.2.1 Dean or area administrator:
- 13 a. Oversees the peer review process.
14 b. Apprises the Peer Review Team regarding the
15 evaluation process, Peer Review Team performance
16 expectations, the performance criteria on the
17 evaluation form, and types of information relevant to
18 the performance criteria that may be used to
19 document and support the evaluation.
- 20 5.3.2.2 The Peer Review Team conducts the evaluation, prepares the
21 evaluation report, and submits the evaluation report to the
22 Dean or area administrator.
- 23 5.3.2.3 The Dean or area administrator either accepts the evaluation
24 report or refers the report back to the Peer Review Team.
- 25 5.3.2.4 If the evaluation report is accepted by the Dean or area
26 administrator the evaluation is then presented to the evaluatee
27 by the Peer Review Team.
- 28 5.3.2.5 If the evaluation report is referred back to the Peer Review
29 Team the Dean or area administrator will provide the Peer
30 Review Team with the issues/concerns for the Team to address.
- 31 5.3.2.6 If the Dean or area administrator determines that the Peer
32 Review Team has satisfactorily addressed the issues/concerns,
33 the evaluation report is then presented to the evaluatee by the
34 Peer Review Team.
- 35 5.3.2.7 If the Dean or area administrator determines that the Peer
36 Review Team has failed to satisfactorily address the
37 issues/concerns, the Dean or area administrator forwards the
38 evaluation report to the appropriate Vice President for
39 administrative review.
- 40 5.3.2.8 Upon receipt of the evaluation report the Vice President will
41 provide the evaluatee written notification that the process has
42 been extended for administrative review.
- 43 5.3.2.9 Upon completion of the administrative review process:
- 44 a. The evaluation report and the Vice President's
45 determination will be presented to the evaluatee by

1 the Peer Review Team, the responsible Dean or area
2 administrator, and at the Vice President's discretion,
3 the Vice President.

- 4 b. A copy of the evaluation report and the Vice
5 President's determination shall be placed in the
6 evaluatee's personnel file.
7

8 5.3.3 Evaluation Ratings.

9 5.3.3.1 Satisfactory evaluation. If the overall rating is "satisfactory," no
10 follow-up is necessary.

11 5.3.3.2 Needs Improvement Evaluation. If the overall rating is "needs
12 improvement," the Peer Review Team will forward a
13 remediation plan to the appropriate Dean and Vice President for
14 review. After the Vice President, Dean and Peer Review Team
15 finalize the remediation plan, the Peer Review Team shall
16 present the plan to the evaluatee. The remediation plan will
17 include a timeline for completion and follow-up evaluation.

- 18 a. The evaluatee will undergo a second evaluation
19 during the Spring Semester.
20 b. The evaluation will be conducted by the same
21 evaluation team if possible.
22 c. The evaluatee shall not be eligible for an overload
23 assignment during the Spring Semester.
24 d. If the evaluatee receives a second overall rating of
25 "needs improvement," both of the evaluation reports
26 and remediation plans will be forwarded to the
27 appropriate Vice President for administrative review.
28 The evaluatee will not be eligible for a summer
29 session assignment or an overload assignment in Fall
30 Semester.
31 e. If the evaluatee successfully completes each
32 requirement of the remediation plan, and receives an
33 overall "satisfactory" rating in the follow-up evaluation
34 report he/she will be eligible for overload and/or
35 summer session assignment(s).

36 5.3.3.3 Unsatisfactory Evaluation. If the overall rating is
37 "unsatisfactory," the Peer Review Team shall forward the
38 evaluation report to the appropriate Vice President for
39 administrative review.

- 40 a. If the evaluatee receives an overall rating of
41 "unsatisfactory," the evaluatee shall not be eligible for
42 overload, and/or summer session assignment(s).
43 b. If the evaluatee successfully completes each
44 requirement of the remediation plan and receives an
45 overall "satisfactory" rating in the follow-up evaluation

1 he/she will be eligible for overload and/or summer
2 session assignment(s).

3 5.3.3.4 If the Peer Review Team cannot reach agreement on the overall
4 rating, then each member shall write an evaluation report, and
5 these reports shall be forwarded for administrative review by
6 the appropriate Vice President.

7 5.4 Probationary Faculty Evaluations.

8 Probationary faculty shall be evaluated at least once each semester for the first
9 two years of probation and at least once each year for the third and fourth years
10 of probation. This evaluation process shall include peer and management review
11 to be performed on a department, division or area basis.

12 5.4.1 Composition of Evaluation Team

13 5.4.1.1 The evaluation team shall consist of:

- 14 a. One (1) tenured faculty member selected by the
15 Department and one (1) tenured faculty member
16 selected by the responsible Dean or area
17 administrator; and the responsible Dean or area
18 administrator.
19 b. Where possible, the same evaluators shall serve on
20 the Fall and Spring evaluation teams for the first and
21 second years of probation.

22 5.4.1.2 Where possible, the faculty members of the First and Second
23 Year evaluation teams shall not include faculty who served on
24 the evaluatee's hiring committee.

25 5.4.1.3 The faculty members of the evaluation team shall be from the
26 evaluatee's discipline. If no tenured faculty member is available
27 within the department, both the Department and the
28 responsible Dean or area administrator will each select a
29 tenured faculty member from a closely related discipline, as
30 determined by the responsible Dean or area administrator.

31 5.4.1.4 If a faculty member serves in more than one area, the
32 evaluation team shall attempt to include a representative from
33 each area who shall evaluate the faculty member in that service
34 area.

35 5.4.1.5 The team shall select one of its members to serve as chair and
36 communicate this to the evaluatee at the first meeting with the
37 evaluation team.

38 5.4.2 Evaluation Ratings - First and Second Year.

39 5.4.2.1 Satisfactory Evaluation. If the overall rating is "satisfactory" no
40 follow-up is necessary.

41 5.4.2.2 Needs Improvement Evaluation. If the overall rating is "needs
42 improvement," the evaluation team shall forward a remediation
43 plan to the appropriate Dean and Vice President for review.
44 After the Vice President, Dean and evaluation team finalize the
45 remediation plan, the evaluation team shall present the plan to

1 the evaluatee. The remediation plan will include a timeline for
2 completion and follow-up evaluation.

- 3 a. If the evaluatee receives a second overall rating of
4 "needs improvement," both of the evaluation reports
5 and remediation plans will be forwarded to the
6 appropriate Vice President for administrative review.
7 The evaluatee will not be eligible for a summer
8 session assignment, or overload assignment in the
9 ensuing Fall Semester.
- 10 b. If the evaluatee receives an overall rating of "needs
11 improvement" in the Fall Semester, he/she will not be
12 eligible for an overload assignment in the Spring
13 Semester. If the evaluatee receives an overall rating
14 of "needs improvement" in the Spring semester,
15 he/she will not be eligible for a summer session
16 assignment, or an overload assignment in the Fall
17 semester.
- 18 c. If the evaluatee successfully completes each
19 requirement of the remediation plan, and receives an
20 overall "satisfactory" rating in the follow-up evaluation
21 report he/she will be eligible for overload and/or
22 summer session assignment(s).

23 5.4.2.3 Unsatisfactory Evaluation. If the overall rating is
24 "unsatisfactory," the evaluation team shall forward the
25 evaluation report to the appropriate Vice President for
26 administrative review.

- 27 a. If the evaluatee receives an overall rating of
28 "unsatisfactory," the evaluatee will not be eligible for,
29 overload, and/or summer session assignment(s).
- 30 b. If the evaluatee successfully completes each
31 requirement of the remediation plan and, receives an
32 overall "satisfactory" rating in the follow-up evaluation
33 report he/she will be eligible for overload and/or
34 summer session assignment(s).

35 5.4.2.4 If the evaluation team cannot reach agreement on the overall
36 rating, then each member shall write an evaluation report, and
37 these reports shall be forwarded for administrative review by
38 the appropriate Vice President.

39 5.4.3 Evaluation Ratings - Third and Fourth Year

40 5.4.3.1 Satisfactory Evaluation. If the overall rating is "satisfactory" no
41 follow-up is necessary.

42 5.4.3.2 Needs Improvement or Unsatisfactory Evaluation. If the overall
43 rating is "needs improvement" or "unsatisfactory," in the third
44 year the evaluation team shall forward a remediation plan to the
45 appropriate Dean and Vice President for review. After the Vice

1 President, Dean and evaluation team finalize the remediation
2 plan, the evaluation team shall present the plan to the
3 evaluatee. The remediation plan will include a timeline for
4 completion and follow-up evaluation.

- 5 a. If the evaluatee receives an overall rating of "needs
6 improvement" or "unsatisfactory," the evaluatee shall
7 not be eligible for, overload, and/or summer session
8 assignment(s).
9 b. If the evaluatee successfully completes each
10 requirement of the remediation plan, and receives an
11 overall "satisfactory" rating in the follow-up evaluation
12 report he/she will be eligible for overload and/or
13 summer session assignment(s).

14 5.4.3.3 If the overall rating is "needs improvement" or "unsatisfactory"
15 in the fourth year of probation, the evaluation team will forward
16 the evaluation report to the appropriate Vice President for
17 administrative review.

18 5.4.3.4 If the evaluation team cannot reach agreement on the overall
19 rating, then each member shall write an evaluation report, and
20 these reports shall be forwarded for administrative review by
21 the appropriate Vice President.

22 5.4.4 Staff Development Obligations for Probationary Faculty

23 5.4.4.1 Probationary faculty members shall develop their staff
24 development plans with their responsible Dean or area
25 administrator.

26 5.4.4.2 All first and second year probationary faculty shall attend the
27 staff development classes designed for probationary faculty.

28 5.5 Temporary Full-Time Faculty Evaluations

29 Temporary full-time faculty shall be evaluated at least once during their term of
30 employment using the same forms and team composition as first year
31 probationary faculty.

32 5.6 Part-time Faculty Evaluations

33 5.6.1 The peer and management evaluation forms shall be used to evaluate
34 part-time faculty. The evaluation process will include peer and
35 management review, and student evaluations. The evaluation process
36 may also include self-evaluation and/or a portfolio, as determined by the
37 evaluation team.

38 5.6.2 Part-time faculty shall be evaluated during their first term of employment
39 in the regular academic year and at least once every three years
40 thereafter. For part-time faculty teaching credit courses, counselors, and
41 librarians the evaluation team shall consist of the Department Chair or
42 designee and one other full-time faculty member from the same division
43 or area (preferably from the same department). The responsible Dean or
44 area administrator may serve on the evaluation team either at the request
45 of the Department Chair or at the discretion of the responsible Dean or

1 area administrator. For part-time faculty teaching non-credit courses the
2 evaluator will be either a full-time faculty member from the non-credit
3 area or an administrator responsible for the non-credit area.

4 5.6.3 The Dean, area administrator or designee will notify the evaluatee when
5 he/she will be evaluated. The notice will include: the names of the
6 evaluation team members, the components to be used in the evaluation
7 process, and the timelines for the process.

8 5.6.4 Evaluation team members will conduct observations to obtain information
9 relevant to the performance criteria to support the evaluation. Such
10 information will be documented in the evaluation report. Each member of
11 the evaluation team will make at least one classroom/worksite
12 observation. Each member of the evaluation team reserves the right to
13 conduct unannounced classroom/worksite observations at any time.

14 5.6.5 The evaluation team will meet and discuss the evaluatee's strengths and
15 weaknesses and any proposed recommendations for improvement or
16 suggestions for professional growth. The evaluation team will prepare an
17 evaluation report on the appropriate evaluation forms. At least one
18 member of the evaluation team will review the evaluation report with the
19 evaluatee.

20 5.6.6 The evaluatee will receive a copy of the completed evaluation forms
21 within a reasonable period of time after completion. A copy of the
22 completed evaluation report will be placed in the evaluatee's personnel
23 file. The evaluatee will have the opportunity to respond in writing to the
24 evaluation report. Such response must be submitted to the Human
25 Resources office not later than ten (10) working days following the
26 evaluatee's receipt of the evaluation report. This response will be
27 attached to the evaluation report and placed in the evaluatee's personnel
28 file.

29 5.6.7 The Department Chair or designee, in conjunction with the responsible
30 Dean or area administrator or their designee, may conduct "off schedule"
31 evaluations of a part-time faculty employee as deemed appropriate.

32 5.7 Administrative Review

33 When an evaluation report(s) is forwarded to a Vice President for administrative
34 review the Vice President shall review documents, conduct interviews which
35 he/she considers appropriate and may make inquiries and/or observations that
36 he/she considers appropriate. The Vice President shall render a decision and
37 take the action that he/she considers appropriate at the end of the
38 administrative review.

39 5.8 Administrative Evaluations

40 In addition to the above-described procedures, other evaluations may be
41 initiated by the responsible Dean or area administrators at any time. These
42 administrative evaluations may include, but are not limited to classroom/worksite
43 observations, student evaluations, student interviews, and other evaluative
44 techniques.

45 5.8.1 Composition of the Evaluation Team

1 The initiating Dean or area administrator and the appropriate Vice
2 President will select an evaluation team to address the needs that gave
3 rise to the administrative evaluation.

4 5.8.2 The results of the administrative evaluation team and their
5 recommendations will be discussed with the evaluatee and provided to the
6 appropriate Vice President. The Vice President will decide if any further
7 action is required.

8 5.8.3 In the event a tenured faculty member receives a "needs improvement" or
9 "unsatisfactory" administrative evaluation, the faculty member shall be
10 provided with recommendations and reasonable assistance for
11 improvement. If a faculty member receives either a "needs
12 improvement" or "unsatisfactory" administrative evaluation, the evaluatee
13 shall not be eligible for overload, and/or summer session assignment(s).
14 If the evaluatee successfully completes each requirement of the
15 remediation plan, and receives an overall "satisfactory" rating in the
16 follow-up evaluation he/she will be eligible for overload and/or summer
17 session assignment(s).

18 5.9 Grievance Procedure

19 Grievances may be filed alleging violation(s) of specific procedures contained in
20 this Article. However, the judgment, assessment and/or final determination of
21 the evaluators shall not be subject to the grievance procedure contained in this
22 Agreement.

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1 **ARTICLE 6: GRIEVANCE PROCEDURES**

2 6.1 Definition

3 6.1.1 A "grievance" is a formal written allegation by a grievant that he/she/it
4 has been adversely affected by a violation, misapplication, or
5 misinterpretation of the specific provisions of this Agreement. The
6 grievance procedure (beginning with Step 1) contained in the Faculty
7 Handbook shall be used to address alleged violations not covered in this
8 Article, including alleged violations of District policies, administrative
9 procedures, and/or Faculty Handbook provisions and only to the extent
10 such alleged violations are within the scope of representation as defined
11 in Government Code Section 3543.2. Such grievances shall be subject to
12 any restrictions set forth in the Faculty Handbook.

13 6.1.2 A "grievant" is a member of the bargaining unit or the Union itself,
14 alleging to have been adversely affected by a violation, misapplication, or
15 misinterpretation of specific provisions of this Agreement.

16 6.1.3 A "day" is any day in which central administrative offices of the District are
17 open for business.

18 6.1.4 The "immediate supervisor" is the first-level manager having line authority
19 over the grievant and who has the authority to adjust the grievance.

20 6.2 General Provisions

21 6.2.1 Upon mutual written agreement of the District and Union, grievances filed
22 by more than one unit member alleging violation of the same specific
23 provision of this Agreement shall be processed concurrently as a single
24 grievance.

25 6.2.2 Until final disposition of the grievance, the grievant is required to conform
26 to the direction of his/her immediate supervisor unless doing so would
27 expose the grievant to the threat of bodily harm. If the unit member fails
28 to conform to the direction of his/her immediate supervisor, the unit
29 member may be subject to appropriate disciplinary action.

30 6.2.3 Grievance meetings shall be scheduled at times mutually acceptable to the
31 grievant and District and, whenever possible, during normal working hours
32 at times that do not interfere with classroom instruction.

33 6.2.4 All procedural documents dealing with the processing of the grievance
34 shall be filed in a separate grievance file and shall not be kept in the
35 personnel file of the grievant.

36 6.2.5 A grievant may elect to be represented by the Union at each level of the
37 grievance process or present a grievance and represent him or herself and
38 have such grievance resolved up to but not including Level V without the
39 intervention of the Union as long as the resolution is not inconsistent with
40 the terms of this Agreement. The District shall not implement a resolution
41 of a grievance until the Union has received a copy of the grievance and
42 the proposed resolution and has been given an opportunity to file a
43 written response within five (5) days of receipt of the grievance and the
44 proposed resolution.
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1 6.2.6 The grievant shall be present at each step of the grievance procedure,
2 unless otherwise agreed to in writing between the District and Union.

3 6.2.7 When a grievance has been filed by a unit member, the grievant may
4 terminate the grievance procedure at any time by giving written notice to
5 the District.

6 6.3 Timelines

7 The grievant and District shall comply with the timelines established in this
8 article, unless extended by mutual written agreement. Failure of the grievant (or
9 the Union pursuant to Level IV) to meet the time limits shall be deemed a
10 withdrawal of the grievance. The grievant may appeal the grievance to the next
11 step in the grievance procedure if the District fails to comply with the time limits.
12 The time limits provided in each step shall begin the day following the expiration
13 of the previous time limit or the day following receipt of the written decision by
14 the District.

15 6.4 Informal Conference

16 Prior to filing a grievance at Level I, the grievant shall attempt to resolve the
17 grievance with his/her immediate supervisor. If an antagonistic relationship
18 exists between a grievant and the immediate supervisor, and it is likely to
19 escalate a conflict, then the grievant shall attempt to resolve the grievance with
20 the Dean of Academic Affairs.

21 6.5 Formal Level

22 6.5.1 Level I: Immediate Supervisor:

23 Within twenty (20) days after the occurrence of the act or omission giving
24 rise to the alleged grievance, or within twenty (20) days after the date
25 upon which the grievant should reasonably have been aware of the act or
26 omission giving rise to such grievance, the grievant must present his/her
27 grievance in writing to the immediate supervisor.

28 This statement of the Level I grievance shall be a clear, concise statement
29 of the circumstances giving rise to the grievance; citation of the specific
30 article and section of the Agreement that is alleged to have been violated,
31 the decision rendered at the informal conference, and the specific remedy
32 sought. A copy of the grievance and supporting documents shall be sent
33 to the Director of Human Resources. The immediate supervisor shall
34 respond to the grievant in writing within ten (10) days after receipt of the
35 written grievance.

36 6.5.2 Level II: Appropriate Vice President or Designee:

37 If the grievant is not satisfied with the decision at Level I, he/she may,
38 within ten (10) days of the receipt of the decision from Level I, appeal the
39 decision on the grievance form to the appropriate Vice President or
40 designee. This statement of the Level II grievance shall include a copy of
41 the original grievance and appeal, the decisions rendered, and a clear,
42 concise statement of the reasons for the appeal. A copy of the appeal
43 and supporting documents shall be sent to the Director of Human
44 Resources. Both parties shall meet to discuss the merits of the grievance
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1 at the earliest convenient time. The Vice President or designee shall
2 return the form with his/her decision to the grievant in writing within ten
3 (10) days after meeting with the grievant.

4 6.5.3 Level III: President or Designee:

5 If the grievant is not satisfied with the decision at Level II, he/she may,
6 within ten (10) days of the receipt of the decision from Level II, appeal
7 the decision on the grievance form to the President or designee. This
8 statement of the Level III grievance shall include a copy of the original
9 grievance and appeal, the decisions rendered, and a clear, concise
10 statement of the reasons for the appeal. A copy of the appeal and
11 supporting documents shall be sent to the Director of Human Resources.
12 Both parties shall meet to discuss the merits of the grievance at the
13 earliest convenient time. The President or designee shall return the form
14 with his/her decision to the grievant in writing within ten (10) days after
15 meeting with the grievant.

16 6.5.4 Level IV: Mediation:

17 If the grievance is not resolved at Level III, the grievant, subject to the
18 approval of the Union, may file a written request to the President or
19 designee for mediation. This request must be filed within fifteen (15)
20 working days from receipt of the decision at Level III.

21 6.5.4.1 The Union, with the concurrence of the District, may request
22 that a conciliator/mediator from the California State
23 Mediation/Conciliation Service, be assigned to assist the parties
24 in the resolution of the grievance.

25 6.5.4.2 If an agreement is reached, the agreement shall be reduced to
26 writing and shall be signed by the grievant and the District.
27 This agreement shall be non-precedent setting and shall
28 constitute a settlement of the grievance.

29 6.5.4.3 In the event that the grievant, the Union, and the President or
30 designee have not resolved the grievance with the assistance of
31 the conciliator/mediator within ten (10) days from the last
32 meeting held by the conciliator/mediator, the Union may
33 terminate Level IV and the grievant may proceed to Level V by
34 notifying the District, in writing, within five (5) days from the
35 last mediation session.

36 6.5.5 Level V: Arbitration:

37 If the grievant is not satisfied with the decision at Level III, or the result
38 at Level IV, the Union may, within fifteen (15) days of the receipt of the
39 decision, submit a request in writing to the Director of Human Resources
40 for arbitration. The Union and the District shall attempt to agree upon an
41 arbitrator. If no agreement can be reached, the District shall request the
42 State Mediation and Conciliation Service to supply a panel of five (5)
43 names of persons experienced in hearing grievance in public
44 schools/public entities. Each party shall alternatively strike a name until
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1 only one name remains. The remaining member shall be the arbitrator.
2 The order of striking shall be determined by lot.

3 6.5.5.1 The arbitrator shall, as soon as possible, hear evidence and
4 render a decision on the issue submitted. If there is dispute by
5 either party as to arbitrability issues of the grievance then an
6 additional arbitrator shall be selected by the parties to rule on
7 arbitrability issues only, prior to a separate hearing on the
8 merits. The selection of the arbitrator for this purpose shall
9 follow the procedures specified in Section 6.5.5 above. If the
10 parties cannot agree upon a submission agreement, the
11 arbitrator shall determine the issue to be arbitrated by referring
12 to the written grievance.

13 6.5.5.2 The District and Union agree that the jurisdiction and authority
14 of the arbitrator and the decision rendered by the arbitrator
15 shall be confined exclusively to the interpretation of the express
16 provision or provisions of this Agreement that are at issue. The
17 arbitrator shall have no authority to add to, subtract from, alter,
18 amend, or modify any provisions of this Agreement or impose
19 any limitations or obligations not specifically provided for under
20 the terms of this Agreement.

21 6.5.5.3 A hearing shall take place at which both parties shall have an
22 opportunity to present their case orally, to the arbitrator.
23 Written arguments may also be submitted. The arbitrator shall
24 submit in writing to both parties his/her findings and decision,
25 which shall be advisory only, except as provided in Section
26 6.5.5.4 below. The Board of Trustees may accept the
27 arbitrator's decision, or may modify in part or reject the decision
28 completely. The Board of Trustees' decision shall be final and
29 binding on all parties.

30 6.5.5.4 The decision of the arbitrator shall be advisory to the Board of
31 Trustees except for the following articles in which case the
32 decision shall be final and binding and not subject to Board
33 review:

- 34 a. Union rights under Article 3
- 35 b. Evaluation procedures - limited to tenured faculty
36 evaluation procedures only under Article 5
- 37 c. Grievance procedures under Article 6

38 6.6 The fees and expenses of the arbitrator shall be shared equally by the District
39 and Union. All other expenses shall be borne by the party incurring them and
40 neither party shall be responsible for the expense of witnesses called by the
41 other.

1 **ARTICLE 7: TEMPORARY PART-TIME FACULTY REEMPLOYMENT/**
2 **ASSIGNMENT**

3 7.1 When the District determines that there is a need for additional service(s)
4 beyond that provided by full-time faculty, it is in the best interest of the District,
5 and the intent of both the District and the Union, to employ qualified, and
6 competent temporary part-time faculty personnel in order to meet the
7 instructional and educational support needs of students.

8 7.2 Each Fall and Spring semester temporary part-time faculty employees who are
9 currently employed may file a schedule availability form to request an
10 assignment for an upcoming semester, excluding summer sessions. Schedule
11 availability forms will be available in each division office. Each division will post
12 the deadline date(s) such forms must be received in the division office in order to
13 be considered for an assignment in a particular upcoming semester. Individuals
14 who submit a completed schedule availability form by the deadline date and who
15 have satisfactory job performance will be placed in a pool to receive first
16 consideration for reemployment and assignment based on criteria including, but
17 not limited to, the following: availability; qualifications; job performance;
18 compliance with District policies, rules, regulations, procedures, and directives;
19 and District needs.

20 7.3 The District reserves the right to leave some assignments unstaffed.

21 7.4 The provisions of this Article shall not limit or restrict the District's discretion or
22 flexibility to schedule, employ personnel and make assignments after first
23 considering Section 7.2 above, add/or delete course sections, and/or adjust
24 assignments for instructional and/or other educational program support activities
25 in accordance with District needs.

26 7.5 Any dispute involving the provisions of this Article is not subject to the Grievance
27 Procedure Article set forth in this Agreement.

28 7.6 The provisions of this Article shall be implemented effective beginning Fall
29 Semester 2006.
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1 **ARTICLE 8: AGENCY FEE**

2 8.1 Any unit member who is not a member of the Union by March 10, 2004, or
3 within 30 days from the date of commencement of assigned duties within the
4 bargaining unit, whichever is later, shall pay to the Union an agency fee in an
5 amount equal to membership dues, initiation fees and general assessments.
6 Unless the unit member has made other arrangements with the Union for direct
7 payment or has submitted written authorization for payment through payroll
8 deduction, the District shall utilize automatic payroll deduction in accordance with
9 District procedures to the extent permitted by law. There shall be no charge to
10 the Union for these deductions.

11 8.2 Religious Objections

12 8.2.1 Any unit member who is a member of a religious body whose traditional
13 tenets or teachings include objections to joining or financially supporting
14 employee organizations shall not be required to join or financially support
15 the Union as a condition of employment. Such unit member shall pay, in
16 lieu of a service fee, an amount equal to such service fee to one of the
17 following non-religious, non-labor organization charitable funds exempt
18 from taxation under Section 501(c) of Title 26 of the Internal Revenue
19 Code:

- 20 a. Cerritos College Foundation
- 21 b. American Cancer Society
- 22 c. United Way

23 8.2.2 To receive a religious exemption, the unit member must submit verifiable
24 evidence of membership in an exempt religious body and a detailed
25 written statement establishing the basis for the religious exemption. The
26 Union's executive board shall communicate in writing to the unit member
27 its acceptance or rejection of the exemption. If accepted, the unit
28 member may either arrange for monthly payroll deduction or make a lump
29 sum payment directly to an appropriate charity.

30 8.2.3 Proof of annual direct payment shall be made to the Union by each June
31 30 as a condition of continued exemption from the payment of agency
32 fee. Proof of payment shall be in the form of receipts and/or canceled
33 checks indicating the amount paid, date of payment, and to whom the
34 payment has been made. No in-kind services may be received for
35 payments, nor may the payment be in a form other than money, such as
36 the donation of used items.

37 8.2.4 A unit member failing to provide proof of direct payment shall have the
38 annual service fee withheld from his/her remaining paychecks and
39 remitted to the Union, which shall forward the amount to one of the
40 designated charitable organizations.

41 8.2.5 Any unit member making payments as set forth in this Section (8.2) who
42 requests that the grievance or arbitration provisions of this Collective
43 Bargaining Agreement be used in her/his behalf, shall be responsible for
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1 paying the reasonable cost of using said grievance or arbitration
2 procedures.

3 8.3 This Article shall not be subject to any grievance procedure by individual unit
4 members.

5 8.4 The District shall promptly remit all sums deducted pursuant to this Article to the
6 Union, accompanied by alphabetical lists of unit members for whom such
7 deductions have been made, categorized by membership or non-membership in
8 the Union.

9 8.5 The Union and District agree to furnish to each other any information needed to
10 fulfill the provisions of this Article.

11 8.6 The Union agrees to fully indemnify and hold harmless the District against any
12 and all liabilities, claims or actions which may be brought against the District or
13 District Board of Trustees individually or collectively, its officers, employees, and
14 agents, including reimbursement of all costs, expenses, fees and judgments
15 providing an effective defense on behalf of the District against any and all
16 lawsuits or other legal proceedings arising out of and/or in connection with this
17 Article. The Union shall have the exclusive right to determine and direct such
18 lawsuits or other legal proceedings.

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1 **ARTICLE 9: SAVINGS CLAUSE**

2 9.1 If any provision of this Agreement is contrary to law, then such provision shall
3 not be applicable, or performed, or enforced, except to the extent permitted by
4 law. In the event that any provision of this Agreement is contrary to law, all
5 other provisions of this Agreement shall continue in effect.
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1 **ARTICLE 10: TERM**

2 10.1 This agreement shall be effective July 1, 2007 through June 30, 2009 with
3 negotiation reopeners for 2008-2009 on Article 4 Salary, Health Benefits, and up
4 to a total of three (3) existing or new articles selected by each party that are
5 within the scope of representation as defined in Government Code Section
6 3543.2. Reopener proposal(s) by either party for 2008-2009 must be submitted
7 to the other party not later than September 15, 2008.

8 10.2 It is agreed by both the District and the Union that initial proposal(s) by either
9 party for negotiation of a successor Agreement for the 2009-2010 academic year
10 to be effective July 1, 2009, must be submitted to the other party not later than
11 January 30, 2009. If neither the Union nor the District initiates negotiations in
12 accordance with the above time frame, the existing bargaining agreement shall
13 remain in full force and effect and not subject to further modification for the
14 subsequent 2009-2010 academic year. If either party submits a negotiation
15 proposal(s) within the above specified time frame, such proposal(s) shall be
16 presented at a public meeting(s) of the Board of Trustees for fulfillment of the
17 public notice requirement pursuant to the provisions of State Government Code
18 Section 3547, and negotiations shall commence following completion of the
19 public notice procedures.
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1 Authorized signatures for
2 and on behalf of the Cerritos
3 Community College District
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Authorized signature for and
on behalf of the Cerritos College
Faculty Federation, Local 6215,
CFT/AFT, AFL-CIO ("Union")

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8 _____
9 Bob Arthur, President
10 Board of Trustees
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Dr. Ted Stolze, President
Cerritos College Faculty Federation

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15 _____
16 Dr. Noelia Vela,
17 President/Superintendent
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June 18, 2008
DATE

19 June 18, 2008
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21 DATE
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APPENDIX