

AGREEMENT BETWEEN
THE BUTTE-GLENN COMMUNITY COLLEGE DISTRICT
AND
THE BUTTE COLLEGE PART-TIME FACULTY ASSOCIATION/
COMMUNICATION WORKERS OF AMERICA

JULY 1, 2009 – JUNE 30, 2012

TABLE OF CONTENTS

ARTICLE I – AGREEMENT AND CERTIFICATION	3
ARTICLE II – NON-DISCRIMINATION	4
ARTICLE III – ASSOCIATION RIGHTS	5
ARTICLE IV – MANAGEMENT RIGHTS	8
ARTICLE V – PERSONNEL FILES	9
ARTICLE VI – ADMINISTRATIVE EVALUATION OF ASSOCIATE INSTRUCTORS	11
ARTICLE VII – ADMINISTRATIVE EVALUATION OF ASSOCIATE COUNSELORS	20
ARTICLE VIII – WORKLOAD	26
ARTICLE IX – GRIEVANCES	27
ARTICLE X – LEAVES OF ABSENCE	31
ARTICLE XI – COMPENSATION/OFFICE HOURS	37
ARTICLE XII – PAST PRACTICES	40
ARTICLE XIII – WAIVER OF BARGAINING	41
ARTICLE XIV – SEPARABILITY AND SAVINGS	42
ARTICLE XV – SUCCESSOR AGREEMENT	43
ARTICLE XVI – SETTLEMENT OF DIFFERENCES BY PEACEFUL MEANS	44
ARTICLE XVII – MEMBERSHIP DUES AND SERVICE FEES	45
ARTICLE XVIII – ASSOCIATE FACULTY CLASS ASSIGNMENT	47
ARTICLE XIX – PUBLIC SERVICE CENTER FACULTY CLASS ASSIGNMENT	51
ARTICLE XX – VACANCY POSTINGS	54
ARTICLE XXI – BENEFITS	55
ARTICLE XXII – INTELLECTUAL PROPERTY RIGHTS	56
ARTICLE XXIII – CURATION AND REOPENERS	57

APPENDICES

<i>APPENDIX – A – Certification of Representative</i>	59
<i>APPENDIX – B – Associate Faculty Statement of Grievance Form</i>	60
<i>APPENDIX – C – Temporary Leave of Absence Form</i>	62
<i>APPENDIX – D – Salary Schedule</i>	63
<i>APPENDIX – E – Application for Associate Faculty Office Hours</i>	66
<i>APPENDIX – F – Disciplines</i>	67
<i>APPENDIX – G – Associate Faculty Instructor Job Description</i>	69
<i>APPENDIX – H – Evening College Site Supervisor Job Description</i>	70
<i>APPENDIX – I – MOU regarding Intellectual Property Rights</i>	71

ARTICLE I - AGREEMENT AND CERTIFICATION

- 1.1 The articles and provisions contained herein constitute a bilateral and binding Agreement (which shall hereafter be referred to as "Agreement") by and between the Board of Trustees of the Butte-Glenn Community College District (which shall hereafter be referred to as "Board" or "District") and the Butte College Part-Time Faculty Association/Communication Workers of America, its agents or representatives (which shall hereafter be referred to as "Association"), an employee organization.
- 1.2 This Agreement is entered into pursuant to The Rodda Act, Sections 3540 et seq. of the California Government Code (which shall hereafter be referred to as "Act").
- 1.3 The California Public Employment Relations Board on January 12, 1990, certified the PFA/Butte College Part-Time Faculty Association-CWA as the exclusive representative of the part-time/associate instructors compensated on the part-time salary schedule. (Appendix "A".)
- 1.4 The Board agrees not to negotiate with any other organization in matters upon which the Association is the exclusive representative, and agrees not to negotiate with any member of the unit individually during the duration of this Agreement on matters subject to negotiations.
- 1.5 The Association recognizes the Board as the duly-elected representatives of the people and agrees to negotiate only with the Board's representatives officially designated by the Board to act in its behalf. The Association further agrees that neither it nor any of its members or agents will attempt to negotiate privately or individually with the Board, any Board member, administrator or other person or persons not officially designated by the Board as its representative.
- 1.6 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over district practices and over state law to the extent permitted by state law.

ARTICLE II - NON-DISCRIMINATION

- 2.1 The District and the Association agree that all rights guaranteed bargaining unit members regarding non-discrimination under all codes and laws whether local, state, federal or the Rodda Act, shall be guaranteed under this contract.

ARTICLE III - ASSOCIATION RIGHTS

- 3.1 Information - The Association shall be provided with materials and data that are available to the public. When materials are requested that are not readily available in the form requested, the Association shall pay for all staff time and supplies necessary to produce the materials, providing such materials can be produced subject to the time limitations of staff and work priorities. The Association shall be provided with information which is necessary for it to represent its members, as provided by law.
- 3.2 Board Policies/Administrative Procedures - The District shall provide the Association with one (1) book of Board Policies and one (1) book of Administrative Procedures. During the term of this Agreement, the District shall provide copies to the Association of any changes, additions, alterations, or deletions to each document.
- 3.3 Board Minutes - The District shall furnish the Association with one (1) copy of all official Board minutes and one (1) copy of each Board agenda packet, excluding all confidential information or materials as defined by applicable law.
- 3.4 Employee Lists - The District shall provide the Association with the names and home addresses of bargaining unit members at intervals not to exceed once per fiscal year upon request of the Association. Newly hired bargaining unit employees' names and home addresses shall be furnished upon hire during the fiscal year.
- 3.4.1 The Association agrees to indemnify, defend and hold the District harmless against any claims made of any nature whatsoever, and against any claim or suit instituted against the District arising from its release of the employee information as stated above.
- 3.5 Distribution of Materials - The Association may distribute organizational literature on District property, provided there is no interference with District business. No one shall be allowed to distribute materials in a manner which distracts employees while performing their duties. Duly authorized communications may be placed by the Association in mailboxes of unit members. Such communications must be dated and bear the Association's identification as the distributor.
- 3.6 Bulletin Board Usage - Communications authorized by the Superintendent/President or designee may be placed by the Association on the bulletin boards of the District. Such communications must be dated and bear Association identification as the distributor.
- 3.7 Equipment Usage - The Association shall secure prior approval from the Director of Human Resources or designee for the use of District equipment. The Association shall pay for its own supplies whenever the use of District equipment is approved.

District requirements shall, at all times, have priority over that of the Association. Any materials produced shall be solely at the expense of the Association.

- 3.8 Telephone Usage - The Association shall not cause any long distance telephone calls or any other charges to be billed to the District.
- 3.9 Postage Machine - The Association shall not be granted the use of the District postage machine.
- 3.10 Use of Facilities - The Association and its members shall have the right to make reasonable and lawful use of available school buildings at reasonable times for meeting purposes subject to requirements of the Civic Center Act and applicable Board policies provided that such use, when applied for, shall be granted if no conflict exists and provided that such use which necessitates custodial overtime shall be compensated by the Association at the rate of at \$20.16 per hour or the current overtime rate for facilities. . The Association agrees to leave school buildings in the condition found, free of damage or loss other than damage resulting from normal wear and tear.
- 3.11 Employee Organization Contact Procedures
- 3.11.1 The Association shall provide the Superintendent/President or designee the name(s) of recognized employee organizational representative(s) authorized to discuss organizational matters with District employees. Each notification shall include a statement agreeing to comply with the terms of the contract.
- 3.11.2 The Association representatives shall have access to unit members for Association business during the unit members' non-scheduled hours of instruction or service. In no event shall an Association representative or unit member interrupt or interfere in any way with normal work.
- 3.12 Release Time - A maximum of three (3) authorized unit members of the Association Bargaining Committee shall be released from their regular work duties, with pay, if negotiations meetings with management are scheduled during working hours of the unit members involved.
- 3.12.1 The District will compensate, each authorized unit member, \$150 per month for each month the collective bargaining agreement is being actively negotiated, for a maximum of six (six) months.
- 3.12.2 The District will provide up to one thousand dollars (\$1,000) to share equally (50% District/50% Association) the expenses with the Association for either release time and/or travel and conference for unit members on official Association business. This is in addition to any other release time provided under other provisions of the Agreement.

3.12.3 All charges claimed under Section 3.12.1 shall be jointly pre-approved by the Association's President and the Vice President of Administration.

3.13 Distribution of Contract - After the execution of this contract, the District shall print or duplicate and provide a copy of this contract to every employee in the bargaining unit. Costs of reproduction will be shared equally between the District and the Association.

3.14 Management Orientation - Upon ratification of this Agreement the District and the Association jointly shall conduct an orientation session, not to exceed two (2) hours, for all unit members.

ARTICLE IV - MANAGEMENT RIGHTS

- 4.1 The District, on its own behalf and on behalf of the residents thereof, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities not specifically modified by terms and conditions of this Agreement and as provided by law.
- 4.2 The exercise of those rights, powers, authority, duties and responsibilities and the adoption of such rules, regulations and policies as the District deems necessary in the management, direction and administration of all operations and activities of the college district shall be limited only by the specific and express terms of this Agreement.

ARTICLE V - PERSONNEL FILES

5.1 Personnel Files

- 5.1.1 The official personnel file of each unit member shall be maintained at the District Human Resources office. No adverse action shall be taken against a unit member based upon written derogatory material which is not contained within the official personnel file, or otherwise made known to the unit member, unless otherwise permitted by law. All material placed in the official file shall identify authorship, date of entry, and person placing material in file.
- 5.1.2 Unit members shall be provided a copy of derogatory written material before such material is placed within the official personnel file. The unit member may, within ten (10) working days after receiving the material, have attached a written response to the derogatory material for inclusion within the official personnel file. All material placed within the official file must have its inception during the same school year as it is placed in the official personnel file, in no case later than ten (10) days after the end of the fiscal year.
- 5.1.3 The unit member may, within the ten (10) working day period, during working hours, review, initial, date and return such copy through administrative channels to the Human Resources office.
- 5.1.4 A unit member or authorized representative shall have the right, during the regular District office business day, to examine all materials (except those items which were obtained prior to employment, prepared by identifiable examination committee members or obtained in connection with a promotional examination) contained within the official personnel file. Advance appointments for examination shall be required and scheduled with District representatives.
- 5.1.5 The Association agrees to indemnify and hold harmless the District from any and all claims, demands, or suits or any other action arising from an authorized Association representative's examination of the file.
- 5.1.6 Personnel files are considered confidential and are available for review only to those persons having a legal right or authorization to inspect. The District shall maintain a log, within each personnel file, indicating the persons who have examined the file and the date of such examination. All personnel files shall be secured and efforts to maintain privacy shall be made.
- 5.1.7 District shall have a representative present when any official personnel file is examined.

- 5.1.8 At the written request of the unit member, derogatory materials shall be sealed in the official personnel file after remaining in the file for a period of two (2) years and shall thereafter be destroyed according to applicable statutes of limitation following consultation with the Association. The sealed materials shall not be opened except in the presence of the unit member and/or his/her representative.
- 5.1.9 Day - A "Day" for the purpose of this contract (except as defined elsewhere) is any day in which the central administration office of the District is regularly open for business.

ARTICLE VI - ADMINISTRATIVE EVALUATION OF ASSOCIATE INSTRUCTORS

6.1 Introduction

- 6.1.1 The purpose of the associate faculty evaluation process is to develop and sustain excellence in the performance of educational duties. Evaluation provides the administration and faculty members with official records of the quality of the instructor's professional performance and service to the District and its students.
- 6.1.2 The process provides a mechanism to 1) take formal note of performance, 2) analyze and discuss performance and 3) develop plans that will foster continued improvements in performance by encouraging continued growth and currency. The evaluation process provides a formal means for recognizing excellent performance and contribution to the college and may provide criteria for making employment renewal decisions.
- 6.1.3 However, associate instructors are employed on a semester-by-semester basis, and non-renewal of service may result from a number of causes. Evaluation is not a prerequisite to non-renewal.
- 6.1.4 The term "Associate Instructor" refers to a non-regular contract teacher working on a semester-to-semester contract at 67% or less of a regular full-time contract instructor's assignment.
- 6.1.5 Classroom is defined as the environment, whether face-to-face or in a distance modality, in which instruction is delivered.
- 6.1.6 Electronic copies of evaluation forms for Associate Faculty, Learning Resource Specialists, Counselors and Librarians will be made available on the HR website.

6.2 Guidelines

- 6.2.1 Proper evaluation requires:
- a. Clear associate faculty role expectations, as delineated in the contract and specified by the District through designated supervisors.
 - b. A close communication network between the associate faculty member and his/her evaluator or evaluators so that honest and meaningful information and perceptions can be exchanged. Feedback on the quality of the associate faculty performance is a continuous on-going process, not solely limited to the formal Administrative Evaluation of associate instructors.

- c. Plans and techniques for improving and assisting an individual associate faculty member in realizing his or her potential for teaching excellence. An improvement plan designed to assist an associate faculty member in the noted areas of deficiency is a very important and expected element in an effective performance evaluation process. Such an improvement plan could include (but is not limited to) the taking of classes, workshops, conferences, voluntary therapy, reading assignments, lesson plan rewrites, classroom visitations, peer assistance, mentoring, etc.

6.2.2 The associate faculty member's performance appraisal shall NOT be predicated upon lawful, non-school related personal actions which have no impact on the associate faculty member's job performance or effectiveness as an employee.

6.3 Areas of Associate Faculty Instructional Evaluation

6.3.1 Areas of associate faculty evaluation include:

a. Teaching and Instruction -- Classroom Effectiveness:

- 1) Plans for and initiates curriculum improvements.
- 2) Plans for and is continually well prepared to teach.
- 3) Provides organized delivery of instruction.
- 4) Is courteous and encourages student contact.
- 5) Provides instruction consistent with the stated and approved goals and content of the course.
- 6) Sticks to the subject matter of the course.
- 7) Shows enthusiasm for the subject matter.
- 8) Uses effective motivation to create a personal desire to learn the subject/skill(s).
- 9) Uses standards of student evaluation that are clear, fair and followed consistently throughout the course.
- 10) Requires levels of instructor and student effort sufficient to the mastery of the subject and skills in the course.
- 11) Grades and returns assignments and tests in a reasonable period of time.
- 12) Makes effective use of teaching aids and materials required of students (e.g., textbooks, manuals, etc.)

b. Preparation and Use of Up-to-date Instructional Materials and Methods.

- 1) Prepares complete syllabi.
- 2) Continually revises and updates course contents and materials of instruction.

- 3) Coordinates course contents and methods of instruction with other teachers in the program/ discipline.
- c. Initiates and Carries Through With Improvements in Course Contents and Methods.
 - d. Professional Growth and Currency. Associate instructors are required to show examples of activities which demonstrate a pattern of academic-professional- and/or technical updating and currency, i.e., flex activities, in-service training, relevant course work taken, etc.
 - e. Participates in Associate Instructor Performance Evaluation Processes and Procedures.
 - f. Academic Area and Departmental Responsibilities.
 - 1) Is knowledgeable about and abides by District policies and procedures. This includes the accurate and timely submission of all reports, grades, and paperwork.
 - 2) Meets deadlines and timelines.
 - 3) Orders instructional materials, equipment, textbooks, etc., with sufficient lead times.
 - 4) Provides information for the development of departmental budgets.
 - 5) Exercises good judgment in implementation of duties and responsibilities, classroom decorum and in the use of and/or management of facilities, equipment and supplies, i.e., especially in regard to off-campus rented facilities and public school classrooms.
 - 6) Attends assigned meetings as requested.
 - 7) Is punctual to assigned meetings.
 - 8) Works well with peers, classified staff and/or administration.

6.4 Student Evaluation of Associate Instructors

- 6.4.1 The student evaluations of associate instructors conducted periodically throughout each academic year provides a most useful tool to provide feedback to instructors about their teaching effectiveness. Although the student evaluations are only one source of performance evaluation, they do provide one of the most direct contacts with the ultimate beneficiary of the District's educational product -- the student. It is for this reason that special emphasis has been placed upon actively soliciting student comments as a necessary part of the students' responsibilities regarding the filling out of the course evaluation instruments.
- 6.4.2 It is the goal of the District that each associate instructor be evaluated by his/her students once during each teaching year.

6.4.3 General Procedures

- a. To allay student fears, student anonymity shall be protected throughout the student evaluation process.
- b. The overall in-classroom student evaluation process shall be supervised by the area dean or the appropriate off-campus center supervisor.
- c. Associate instructors to be evaluated by their students in a given semester shall be notified in advance and they shall be given a specified period of time during which evaluations are to be completed.
- d. At the time that the evaluation is to take place, the instructor shall assign one student the responsibility for reading the directions to the class, administering, and collecting and sealing the evaluations. (Note: If fewer than 50 percent of the students currently enrolled are present, another session of the same class shall be chosen within the next two class meetings for the evaluation to occur.)
- e. Great care should be taken to see that students understand their role, take the evaluation seriously, and are provided with adequate time. Student comments are to be actively solicited and encouraged as a major component of evaluation.
- f. An evaluating administrator or administrative designee shall have access to individual student Instructor/Course evaluations as well as to the computerized summary. After the computerized summary and individual student comments are read, the evaluator will initial the last page of the summary, making comments at his or her discretion on the student evaluations and/or the computerized summary.
- g. Written comments by the evaluator provide a mechanism to recognize excellence of performance in a timely manner. Should the students' evaluations direct attention to a potentially serious shortcoming or problematic situation, the issue will be brought to the attention of the associate faculty member no later than the beginning of the next semester in which s/he is scheduled to teach so that corrective actions may be taken.
- h. The results of the student evaluation (and the evaluation forms or copies thereof) shall be made available to the associate instructor after grade rosters have been submitted, but no later than the beginning of the next Fall or Spring semester. If student evaluations are not made available at that time, they are to be considered null and void and will

not be placed in the associate instructor's personnel file without the express authorization of the associate instructor. (In the event grade rosters are turned in after the stated deadline, the requirement to return the student evaluations prior to the next semester is waived.) Students shall never suffer any adverse retribution for evaluations made or comments tendered on either the formal evaluation form or for oral or written comments made to administrative evaluators or their designees. Instructors will have ten working days from the beginning of the appropriate FALL OR SPRING semester to add comments prior to the materials being forwarded to the Vice President for Student Learning and Economic Development for placement in the associate instructor's personnel file.

- i. The final page of the computerized summary, including the evaluator's initials and optional comments, will be routinely placed in the associate instructor's personnel file, along with any comments submitted by the associate instructor within the ten-day period, as stated above.
- j. Should the evaluator desire to include any additional materials, including individual student comments, the associate instructor shall be properly notified and given an opportunity to attach comments within the ten-day period.

6.4.4 Negative Student Evaluations:

- a. If student evaluations or student complaints indicate a serious problem or point to an apparently significant weakness in the instructional techniques, conduct, or approach employed by the associate instructor, the area dean or his/her designee shall request a personal meeting with the associate instructor to discuss the situation.
- b. At the conclusion of the meeting, further steps may be deemed appropriate (i.e., further fact finding, a classroom visitation, the conducting of a student Instructor/Course evaluation, an informally developed improvement plan or remedial course of action and follow-up, etc.)

6.5 Associate Instructor Self-Evaluations

- 6.5.1 The associate instructor shall complete a Self-Evaluation Form to be submitted in conjunction with the formal Administrative Evaluation of Associate Instructor's performance.
- 6.5.2 The completed Self-Evaluation Form provides an avenue by which associate instructors can make evaluators aware of the breadth of the associate instructor's contributions to the District.

6.6 Formal Administrative Evaluation of Associate Instructor Performance

6.6.1 Formal Administrative Evaluation shall be based upon the first two, and may be additionally based upon the last two, items that follow:

- a. Self-evaluation;
- b. Classroom observation(s), including student input;
- c. Immediate or closest supervisor comments (Department Chair, etc.);
- d. Student instructor/course evaluations and comments gathered since the last formal administrative evaluation.

6.6.2 Frequency of Formal Administrative Evaluation:

The District will make every effort to conduct formal evaluation of associate instructors during the first semester of employment and at least once every six semesters of service. However, in no instance will student evaluations or other material be considered that was not developed and collected within the past six semesters of service.

6.6.3 More frequent evaluations may be conducted at the discretion of the District or at the request of an associate instructor. Regardless of the actual frequency of the formal Administrative Evaluation of Associate Faculty, when problems or areas of actual or suspected substandard teaching are noticed, the associate faculty member must be notified and the situation must be addressed immediately by implementing a process of progressive evaluation and/or progressive corrective action.

6.6.4 Process for Formal Written Administrative Evaluation of Associate Instructors:

- a. Classroom Observation: Classroom observations will be performed.
 - 1) The evaluation process will include a pre-observation conference, an in-class observation, and solicitation of student evaluations and/or comments by the evaluator or his/her designee.

During the pre-observation conference the method and questions used for soliciting student input must be shared with the instructor.

After the pre-observation conference, if the instructor has valid concerns that indicate s/he may not receive a fair evaluation, s/he may request another evaluator through the evaluator's next most immediate supervisor.

- 2) Feedback - Feedback on the results of the in-class observation will be provided to the associate instructor immediately following the class observation and/or within the formal Administrative Evaluation of Associate Instructor Performance conference.
 - 3) Procedures for conducting classroom observations for courses taught exclusively in an on-line modality will be made available on the HR website.
- b. The formal written Administrative Performance Evaluation shall be composed of four elements: 1) The Butte College Administrative Evaluation of Instructor Performance Form; 2) Narrative comments on matters of substance by the evaluator, including any improvement plans; 3) Instructor Self-Evaluation; and 4) Associate instructor comments attached to the evaluation should s/he elect to do so.
 - c. Administrative evaluators or their designees will forward each formal evaluation packet to the appropriate area dean, who will then hold it for ten (10) working days before forwarding it, along with any comments from the associate instructor, to the Vice President for Student Learning and Economic Development , who will then place the information in the associate instructor's personnel file.
 - d. An associate instructor who believes that s/he has been evaluated unfairly may appeal the evaluation to the evaluator's next most immediate supervisor. The associate faculty member may then request an additional evaluation by an evaluator agreed upon by the associate instructor, the original evaluator, and the individual to whom the appeal was made. In all disputes, the Vice President for Student Learning and Economic Development shall be the final authority.

6.6.5 Performance Evaluation Conference and Summary

- a. A performance evaluation conference (either face-to-face or by telephone) shall be scheduled by the administrative evaluator or his/her designee. The substance of the written evaluation shall be provided to the associate instructor so that there is adequate time for reflection and response. The discussion should be purposeful, with a focus on sustaining and/or improving instructional effectiveness.
- b. Should the performance evaluation point out areas of serious concern, the performance evaluation conference shall take the form of a face-to-face exchange between the associate instructor and the administrative evaluator or his/her designee.

- c. Instructor improvement plans and/or personal performance objectives for the future may be the logical product of the performance evaluation conference. The associate instructor and the evaluator should work cooperatively toward identifying areas of strength which should be noted and reinforced. Any area needing improvement should be so noted and plans for addressing such issues developed and communicated.
- d. Consequences for not achieving needed improvements or rectifying an area(s) of substandard performance shall be clearly delineated and communicated to the associate instructor. Any possibility that the instructor may not be re-employed as a result of non-compliance with a plan for improved performance should be clearly communicated to the associate faculty member in writing and/or on the Administrative Evaluation of Associate Instructor Performance form itself. Whenever it is indicated that re-employment is questionable, an Instructor Improvement Plan should be attached.

6.6.6 Timing Sequence

- a. Evaluators must set up a pre-classroom observation conference prior to the actual classroom observation.
- b. Except by mutual agreement to the contrary or as specified in a previous Instructor Improvement Plan, evaluators must provide at least two weeks prior notice before conducting the initial classroom teaching observation. If additional observations are necessary, they may be made during subsequent class meetings.
- c. The formal evaluation performance conference, which includes the completed "Administrative Evaluation of Instructor Performance" and the narrative evaluation, must be pursued in a timely manner and preferably held no later than two weeks after the classroom teaching observation. Whenever serious concerns are identified, this conference must take place within two weeks of the classroom observation.
- d. The evaluator and the faculty member must sign the final version of "The Administrative Evaluation of Instructor Performance." The instructor's signature indicates only that s/he has read and understands the contents of the report.
- e. The original copy of each formal evaluation report (and any related substantiating information) shall be forwarded to the area dean, who will hold it for ten working days before forwarding it, along with any comments from the instructor, to the Vice President for Student Learning and Economic Development , requesting that it be placed in

the associate instructor's personnel file. The associate instructor must request that any comments be added to the final evaluation prior to the end of the ten day waiting period.

ARTICLE VII - ADMINISTRATIVE EVALUATION OF ASSOCIATE COUNSELORS

7.1 Introduction

- 7.1.1 The purpose of the associate counselor evaluation process is to develop and sustain excellence in the performance of counseling duties. Evaluation provides the administration and counseling staff with official records of the quality of the associate counselor's professional performance and service to the District and its students.
- 7.1.2 The process provides a mechanism to 1) take formal note of performance, 2) analyze and discuss performance and 3) develop plans that will foster continued improvements in performance by encouraging continued growth and currency. The evaluation process provides a formal means for recognizing excellent performance and contribution to the college and may provide criteria for making employment renewal decisions.
- 7.1.3 However, associate counselors are employed on a semester-by-semester basis, and non-renewal of service may result from a number of causes. Evaluation is not a prerequisite to non-renewal.
- 7.1.4 The term "Associate Counselor" refers to a non-regular contract counselor working on a semester-to-semester contract at 67% or less of a regular full-time certified contract.
- 7.1.5 Electronic copies of evaluation forms for Associate Faculty, Learning Resource Specialists, Counselors and Librarians will be made available on the HR website.

7.2 Guidelines

7.2.1 Proper evaluation requires:

- a. Clear associate counselor role expectations, as delineated in the contract and specified by the District through designated supervisors.
- b. A close communication network between the associate counselor and his/her evaluator or evaluators so that honest and meaningful information and perceptions can be exchanged. Feedback on the quality of the associate counselor's performance is a continuous on-going process, not solely limited to the formal Administrative Evaluation of Associate Counselors.
- c. Plans and techniques for improving and assisting an individual associate counselor in realizing his or her potential for counseling excellence. An improvement plan designed to assist an associate counselor in the noted areas of deficiency is a very important and

expected element in an effective performance evaluation process. Such an improvement plan could include (but is not limited to) classes, workshops, conferences, voluntary therapy, reading assignments, lesson plan rewrites, classroom visitations, peer assistance, mentoring, etc.

- d. The District shall make every effort to evaluate associate counselors during the first term of employment and at least once every six semesters of service.

7.2.2 The associate counselor's performance appraisal shall NOT be predicated upon lawful, non-school related personal actions which have no impact on the associate counselor's job performance or effectiveness as an employee.

7.2.3 More frequent evaluations may be conducted at the discretion of the District or at the request of the associate counselor. Regardless of the actual frequency of the formal evaluation of an associate counselor, when problems or areas of substandard performance are noticed, the associate counselor must be notified and the situation must be addressed immediately by implementing a process of progressive evaluation.

7.3 Areas of Associate Counselor Evaluation

7.3.1 Areas of associate counselor evaluation include:

- a. Counseling Effectiveness:

- 1) Provides academic, career and personal counseling to students, individually or in groups.
- 2) Assists in the implementation of registration and matriculation.
- 3) Assists students with petitions for graduation, Academic Council, Financial Aid, and Veterans restricted lists.
- 4) Establishes and maintains communication with community agencies.
- 5) Assignment may be day or evening, on or off the main campus, as determined by the Dean of Counseling or appropriate administrator.

- b. Professional Growth and Currency:

Associate counselors are expected during the pre- or post-conference evaluation interview to show examples of activities which demonstrate a pattern of academic, professional, and/or technical development and currency, i.e., flex activities, in-service training, etc.

- c. Participation in Associate Counselor Performance Evaluation Processes and Procedures.

d. Departmental Responsibilities:

- 1) Is knowledgeable about and abides by District policies and procedures. This includes the accurate and timely submission of required reports and paperwork.
- 2) Establishes and maintains communication with various campus services, instructional divisions, the administration and college staff.
- 3) Coordinates activities with others.
- 4) When requested, provides information for development of the departmental budget.
- 5) Exercises good judgment in the use of and/or management of facilities, equipment and supplies, i.e., especially in regard to off-campus rented facilities.
- 6) Attends meetings if required.
- 7) Is punctual to assigned meetings.
- 8) Meets deadlines.

7.4 Associate Counselor Self-Evaluations

7.4.1 The associate counselor shall complete a Self-Evaluation Form to be submitted prior to the formal Administrative Evaluation of Associate Counselor performance.

7.4.2 The completed Self-Evaluation Form provides an avenue by which associate instructors can make evaluators aware of the breadth of the associate counselor's contributions to the district.

7.5 Associate Counselor Peer Evaluations

7.5.1 Selection of Peer Evaluators:

The associate counselor, in mutual agreement with the evaluating administrator, will choose one tenured counselor and one associate counselor to participate as peer evaluators.

- a. In those cases where mutual agreement cannot be reached, the associate counselor and the evaluating administrator will each select two tenured counselors for one list and two associate counselors for a second list. Each will then cross off one name from each list leaving four names. The remaining names will then be placed in an appropriate container. The associate counselor will then draw from the container. The first tenured counselor and first associate counselor names drawn will be the peer evaluators.

7.5.2 The tenured counselor and associate counselor will independently complete and submit the associate counselor Peer Evaluation Form to the evaluating administrator.

- a. The process for mutually selecting the peer evaluators shall start the beginning of the eleventh week of the term and be completed by the end of the twelfth week.
- b. The Associate Counselor Peer Evaluation Form will be given to the tenured counselor and associate counselor peer evaluators at the beginning of the thirteenth week of the term.
- c. The peer evaluators will submit the completed Associate Counselor Peer Evaluation Form to the evaluating administrator by the end of the fourteenth week of the term.

7.6 Formal Administrative Evaluation of Associate Counselor Performance

7.6.1 Formal Administrative Evaluation shall be based upon:

- a. Self-evaluation
- b. Peer evaluation
- c. The administrator
 - 1) Whenever possible, the administrator will consult with the supervisor or coordinator of the job site of the associate counselor.

7.6.2 Performance Evaluation Conference and Summary

- a. A performance evaluation conference shall be scheduled by the administrative evaluator or his/her designee. The substance of the written evaluation (draft) shall be provided to the associate counselor prior to the conference so that there is adequate time for reflection and response. The discussion should be purposeful, with a focus on sustaining and/or improving counseling effectiveness. Information from the discussion will be used to formalize the written evaluation.
- b. Counselor improvement plans and/or personal performance objectives for the future may be the logical product of the performance evaluation conference. The associate counselor and the evaluator should work cooperatively toward identifying areas of strength which should be noted and reinforced. Any area needing improvement should be noted and plans for addressing such issues developed and communicated.

- c. Consequences for not achieving necessary improvements or rectifying an area(s) of substandard performance shall be clearly delineated and communicated to the associate counselor. Any possibility that the counselor may not be re-employed as a result of non-compliance with a plan for improved performance should be clearly communicated to the associate counselor in writing and/or on the Administrative Evaluation of Associate Counselor Performance form. Whenever it is indicated that re-employment is questionable, an Associate Counselor Improvement Plan shall be attached, unless it is attached to the Evaluation form.

7.6.3 The Formal Written Administrative Evaluation of Associate Counselors shall include:

- a. The Butte College Administrative Evaluation of Counselor Performance Form; 2) Narrative comments on matters of substance by the evaluator, including any improvement plans; 3) Associate Counselor Self-Evaluation; 4) Associate Counselor Peer Evaluation; and, 5) Associate counselor comments attached to the administrative evaluation should the associate counselor elect to do so.
- b. Administrative evaluators or their designees will forward each formal evaluation packet to the associate counselor and the Dean of Student Services, who will hold it for ten (10) working days before forwarding it, along with any comments from the associate counselor, to the Vice President for Student Learning and Economic Development, requesting that it be placed in the associate counselor's personnel file. The associate counselor must request that any comments be added to the final evaluation prior to the end of the ten-day waiting period.

7.6.4 Timing Sequence

- a. Ordinarily, the continuing associate counselor will be evaluated in the Fall term. The associate counselor will be informed by the evaluator of the date of the upcoming evaluation by the eleventh week of the term. At this time, the associate counselor will be given the Associate Counselor Self-Evaluation Form to complete and provide to the evaluator by the end of the fourteenth week. They will each have two weeks to mutually select two peer evaluators. The peer evaluators will be given the Associate Counselor Peer Evaluation Form at the beginning of the thirteenth week for submission by the end of the fourteenth week. The scheduled formal evaluation will occur during the fifteenth week of the term.
- b. The evaluator and the associate counselor must sign the Administrative Evaluation of Associate Counselor Performance Form.

The associate counselor's signature indicates only that s/he has read and understands the contents of the report.

ARTICLE VIII - WORKLOAD

- 8.1 All courses within the same numerical designation shall be consistent in workload application between full and part-time employees.
- 8.2 No unit member may accept any combination of faculty assignments within the District that exceeds a total of 33.5% load per semester, except upon recommendation and approval of the Vice President for Student Learning and Economic Development. If approved, associate faculty may be assigned/employed for a greater percentage in accordance with applicable provisions of California Education Code (Sections 87482.5 and 87485). As a condition of employment, unit members will be asked to sign a disclosure form at time of employment and with each new accepted assignment acknowledging that they understand this policy and agree to abide by its terms. Failure to disclose or attempt to misrepresent current assignments will be cause for disciplinary action.

The District retains the right to reduce the unit member's load per semester so that it does not exceed the 33.5% maximum when any additional compensated teaching assignments are made, which were not previously revealed to, or approved by the District (See Education Code Section 87482.5 and 87485).

- 8.3 Overloads may be assigned after existing pool in specific discipline has been assigned the maximum load as outlined by seniority in Article XVIII.

ARTICLE IX - GRIEVANCES

9.1 Purpose - To provide an orderly procedure for reviewing and resolving grievances promptly. (Appendix "B")

9.2 Definitions

9.2.1 Grievance - Any complaint by a grievant that the grievant has been adversely affected by an alleged violation of a specific provision of this Agreement. "Grievance" as defined in this Agreement shall be brought only through this Grievance Procedure.

A grievance shall not include and this grievance procedure shall not apply to any of the following:

- a. Any matter upon which the District is without authority to act;
- b. Any alleged violation of law that does not also state a violation of a specific provision of this Agreement;
- c. The evaluation of members of this unit, except for alleged violations of procedural matters;
- d. Any attempt to alter or change this Agreement;
- e. An appeal of any board decision if such decision is a result of a state or federal regulatory commission or agency rule or decision, or state or federal law or court decision;
- f. Any other matter not included in the definition stated in section 9.2.1.

9.2.2 Grievant - Any member of the bargaining unit covered by the terms of this Agreement.

9.2.3 Day - A "day" (for purposes of this Grievance Article) is any day in which the administration office of the District is regularly open for business.

9.2.4 Immediate Supervisor - The immediate supervisor is the first (1st) District designated supervisor or manager not within the same bargaining unit who has immediate jurisdiction over the grievant.

9.3 Time Limits

9.3.1 Grievants who fail to comply with the established time limits of any step shall forfeit all rights to further application of this Grievance Procedure.

9.3.2 District failure to respond within established time limits at any step entitles the grievant to proceed to the next step.

9.3.3 Time is of the essence in all processing of grievances.

9.3.4 Time limits may be waived by mutual written consent of the parties.

9.4 Other Provisions

9.4.1 Member Legal Rights - Nothing contained herein shall deny to any unit member his/her legal rights under state or federal constitution and laws. No unit member shall use this Grievance Procedure to appeal any Board decision if such decision is a result of a state or federal regulatory commission or agency or state or federal law decision.

9.4.2 The grievant may be represented by a designee of the Unit at any step of this procedure above "Informal".

9.4.3 Grievance Processing Limits - Any grievance or alleged grievance which occurred or is alleged to have occurred and which the unit member knew or could reasonably be expected to have known more than fifteen (15) days prior to notification at Level I with the immediate supervisor shall not be processed by the District.

9.4.4 In the case of grievances where the District and the Association mutually agree that the grievance cannot be resolved at Level I, or that the alleged violation involves a District-wide violation of the Agreement, the Association and the District Director of Human Resources will mutually agree on the level at which to initiate the formal grievance.

9.4.5 All management responses to grievances will be sent by certified mail, return receipt requested. The grievant timelines will start on the delivery date indicated on the receipt. Management timelines will commence on the date the grievance is date-stamped "received."

9.5 Procedural Steps

Informal

9.5.1 Within fifteen (15) days of the time a unit member knew or could reasonably be expected to have known of the occurrence of an alleged grievance, the unit member shall discuss with his/her Chair (or Director, if there is no Chair) or designee the alleged grievance.

Level I

- 9.5.2 If a satisfactory resolution is not reached within five (5) days of the discussion, the grievant shall present, within five (5) days thereafter, on the "Statement of Grievance Form," (Appendix "B") the grievance in writing to the first level educational administrator (Director or Dean) who reports to a Vice President or designee and simultaneously to the Association Grievance Committee.
- 9.5.3 The educational administrator or designee shall communicate the decision to the unit member in writing within five (5) days after receiving the grievance.

Level II

- 9.5.4 In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed on the appropriate approved form to the appropriate vice president or designee, within five (5) days.
- 9.5.5 In order to be processed or considered, the appeal shall include copies of the original grievance and decision rendered, and the reason for the appeal.
- 9.5.6 The next higher designated supervisor, manager, or designee shall communicate the decision to the grievant in writing within ten (10) days. Either the grievant or the next higher designated supervisor, manager or designee may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

Level III

- 9.5.10 If the grievant is not satisfied with the decision at Level II, s/he may appeal the decision in writing within five (5) days to the Superintendent/President or designee.
- 9.5.11 The appeal shall include a copy of the original grievance and appeal with the decisions rendered and the reasons for the appeal to Level III.
- 9.5.12 The Superintendent/President or designee shall communicate the decision in writing to the grievant within ten (10) days. Either the grievant, the Superintendent/President or designee may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

Third-Party Intervention

- 9.5.13 If a grievance is not resolved in Levels I, II, III and IV, the Association may request, in writing, the appointment of a State Mediator. The request shall

be filed in the Human Resources office within fifteen (15) working days after the written decision of the superintendent.

9.5.14 Within five (5) working days after receipt of a request for a mediation, the Director of Human Resources shall request the State Mediation & Conciliation Service to appoint a state mediator.

9.5.15 The costs of mediation shall be borne as follows:

The District and the Association shall share equally in the payment for the services and expenses of the mediator , if any.

9.5.16 Duties of the state mediator shall be as follows:

- a. To convene a meeting with the parties in an effort to obtain a resolution of the grievance.

ARTICLE X - LEAVES OF ABSENCE

10.1 Sick Leave

10.1.1 All unit members except those who are also full-time college staff members, will be granted one (1) hour of sick leave for every sixteen (16) hours of contracted employment.

- a. Sick leave will not be accrued for Staff Development projects, committee assignments, or any other "extra duty" assignments.
- b. Sick leave will be accrued during the Fall, Spring and summer semesters.
- c. All sick leave shall be accumulated from year to year without limit.
- d. Accumulated sick leave hours will be rounded, and posted at the end of each semester by the Business Office.

10.1.2 When the unit member has made application for retirement, the District shall certify to the State Teachers' Retirement Board the number of days of accumulated and unused leave of absence for illness or injury to which the unit member is entitled on his/her final day of employment.

10.1.3 Any unit member who is on paid status while on sick leave shall continue to earn sick leave benefits to which entitled. A unit member who is on other leaves of absence without pay shall retain all accumulated sick leave benefits but shall not accrue any additional sick leave benefits during such periods of absence.

10.1.4 Sick leave credit received by transfer from the previous employer of a new unit member shall be accepted pursuant to the provisions and limitations provided in the Education Code.

It shall be the responsibility of the unit member to notify the Human Resources Office, in writing, of the name and address of the District by whom he/she was last employed and request credit for the accumulated leave of absence for illness or injury to which s/he is, or was, entitled at the time of separation.

10.1.5 All sick leave rights or accumulations shall be canceled when an associate faculty unit member severs all official connection with the District as an employee, except that accumulated sick leave may be transferred to a subsequent employing district upon request pursuant to the provisions of the Education Code.

- 10.1.6 Any unit member shall have the right to utilize sick leave necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom.
- 10.1.7 At the time a unit member begins his/her contracted employment for each academic year, s/he shall be provided with a current accounting of his/her accumulated sick leave.
- 10.1.8 If eligible for sick leave, whether utilizing leave or not, the member will notify the District upon absence. Absences for associate faculty are reported via email on an Exception Notice from the department. If absent five (5) or more consecutive duty days, the member shall provide the District, upon request, with a statement from a physician verifying the necessity of such absence.”
- 10.1.9 Sick leave may be utilized by a unit member placed under quarantine on the same basis as though this unit member had been ill.
- 10.1.10 Voluntary Time Bank for Sick Leave
- a. Eligibility for Benefit:
- (1) Employees of this Unit, excluding full-time instructors instructing on an overload basis, shall be eligible to participate in the Voluntary Time Bank program if they meet the following eligibility requirements.
 - (2) To be eligible, an employee (1) must have completed four semesters of employment with the District; (2) be currently contracted for and providing services to the District; (3) have a verifiable serious illness or injury; and (4) the employee must have exhausted all accrued sick leave, or will have exhausted all such leave within the pay cycle in which application for Time Bank hours is made, resulting in the employee being in a no-pay status. A "verifiable serious illness or injury" is defined as a condition requiring the employee to be absent from work on a recurring basis for more than one month for treatment or recovery for which the employee is under the care of a doctor or other health care provider. The District will require the employee to provide written verification of illness/injury from the health care provider.
 - (3) Associate Faculty who have taught for the District for five (5) Academic Years and who requested donated sick leave during a given Fall Semester may, with Human Resources approval, request the donation of sick leave the immediately following Spring Semester if, due to their disability or illness, they were not assigned classes for that Spring Semester.
 - (4) Employees of this Unit should contact Human Resources to coordinate sick leave with State Disability Insurance (SDI).

b. Determination of Eligibility Benefit:

- (1) PFA determines the eligibility of its members except where otherwise noted. When PFA has determined that an employee is eligible for benefits from the Voluntary Time Bank, the Association President or his/her designee will notify the Human Resources Office of that employee's name and status, after consultation with the employee. The Association will be responsible for notifying unit members of the need for donations. The Association will take all necessary actions to ensure that individual employee decisions to donate or not donate to the Time Bank are kept confidential and that employees are not pressured to participate. **ALL DONATIONS SHALL REMAIN CONFIDENTIAL, INCLUDING THE IDENTITY OF ANY DONOR.**

c. Donating Sick Leave:

1. A part time employee may donate sick leave in increments of two (2) hours to the time bank in the name of a specific eligible employee.
2. Full time faculty, who have accrued part time sick leave via teaching overloads or who were hired from the part time pool before exhausting their part time sick leave, may also donate part time sick leave in increments not to exceed ten (10) hours to the time bank in the name of a specific eligible employee.
3. The maximum time that may be initially donated into the time bank in specific eligible employee's name is twenty-four (24) hours.
4. After the initial donation has been expended, additional time may be donated in amounts not exceeding twenty-four (24) hours.
5. The maximum time an employee may donate in a specific eligible employee's name is seventy-two (72) hours per verifiable serious injury or illness.
6. Part time employees may donate sick leave only if they are currently contracted and providing services to the District, their own total accrued sick leave balance is in excess of twenty-four (24) hours, and that balance would remain in

excess of twenty-four (24) hours even after the donation has been made.

7. Donated hours shall be credited to the eligible employee as sick leave. There will be no retroactive credits for previous periods of leave. The donation of sick leave hours is irreversible. Should the eligible employee receiving the donation not use all donated leave for the qualifying long-term illness or injury, that balance will be eliminated.
8. Employees wishing to donate time will complete and submit the required form to the Human Resources Office. After review, the form will be forwarded to the Business Office for payroll action and adjustment to donor and recipient's sick leave balance.
9. When an eligible employee is utilizing Time Bank hours, they will not accrue any leave time, including but not limited to, sick leave, vacation leave, or leaves of absence.
10. In no event shall donated time have the effect of altering the employment rights of the District, the recipient employee, or the donor employee, nor shall it extend or alter the limitations otherwise applicable to leaves of absence, service or sick leave.

10.2 Personal Emergency Leave

- 10.2.1 A unit member may be granted a maximum of six (6) days' leave of absence in any school year, at his/her election without loss of pay, in cases of personal emergency. Such leaves shall be deducted from the unit member's accumulated sick leave.
- 10.2.2 Personal emergencies include serious illness or death of a member of his/her immediate family; an accident involving his/her person or property, or the person or property of a member of his/her immediate family; appearance in court as a litigant, or as a witness under an official order.
- 10.2.3 "Immediate family" will be interpreted to mean the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, registered domestic partner of the unit member, or any relative living in the immediate household of the unit member.
- 10.2.4 The Director of Human Resources may grant exceptions if a unit member applies under Section 10.2.3 for leave involving a family member not within the definition of "immediate family" in Section 10.2.3, but with whom the unit member has a particularly close and long-standing relationship.

Whether or not to grant the exception is within the sole discretion of the Director of Human Resources.

10.2.5 Verification of personal emergency leave shall be provided to the District and signed by the unit member.

10.3 Personal Business Days

10.3.1 Associate Faculty will be granted time off with pay, not to exceed two (2) days per Fall and Spring Semesters, to resolve matters of personal business which require attention during working hours and cannot be resolved during non-working hours. In no case may two personal days be taken consecutively without District approval. Unit members who do not use either of the two (2) personal days during a Spring Semester may take (1) day during a Summer Semester.

- a. Absence granted for personal business leave does not accrue.
- b. Personal business leave cannot be used for any of the reasons stated in Article 10.2.
- c. Such leave shall be deducted from the unit member's accumulated sick leave.

10.4 Holiday Pay

10.4.1 Unit members who experience the cancellation of an otherwise normally scheduled instructional day(s) because of a District recognized holiday will receive payment for that normally scheduled instructional day(s) up to a maximum of six (6) days per academic year.

10.4.2 District recognized holidays will be those established by the academic calendar.

10.5 Jury Duty

10.5.1 A unit member who is called for jury duty will be granted the necessary time off with pay only for normally scheduled instructional day(s) missed to fulfill this obligation.

10.5.2 The unit member shall pay to the District any per diem fees paid by the court only for normally scheduled instructional day(s) missed.

10.5.3 Request for jury duty should be made by presenting as soon as possible the official court summons to the unit member's immediate supervisor and to the District payroll office through regular administrative channels.

- 10.5.4 Unit members are required to return to work during any day in which jury services are not required.
- 10.5.5 The District may require verification of jury duty prior to, or subsequent to, providing compensation.

ARTICLE XI - COMPENSATION/OFFICE HOURS

11.1 Salary Schedules

Beginning Fall, 2010, Part-time Faculty Equity Funds will be incorporated into the part-time faculty salary schedule. One additional step will also be added to the salary schedule for credit-lecture hours only. (This additional step will not include non-credit, lab, non-instructional, retirees, P.E. activity, special load or full-time overload.)

- 11.1.1 During the term of this Agreement, the District will annually adjust salary schedules attached in Appendix " D-" based on a beginning-of-the-year estimate of apportionment (minus budget stability). The salary adjustment will then be "corrected" the following year based on the comparison between the 20-district average and the June estimate of the change in apportionment.
- a. The 20 District Average is calculated, where possible, by adding the highest salary and the lowest salary and determining the average paid for the associate faculty for the 20 districts selected from the California Community College Fiscal Data Abstract for the preceding year. The ten districts whose funded apportionment FTES is above Butte College and the ten districts below will be selected. The benchmark salary equals the highest non-doctorate without special increments paid by the comparable districts. The highest two and lowest two districts are excluded; the average of the remaining districts are then compared to Butte College.
 - b. In the event that a salary "correction" would decrease the total annual salary from the previous year, that decrease would not be implemented but would offset future increases.
 - c. Associate faculty will be compensated for coaching per the attached schedule. This schedule will be adjusted by the method described in 11.1.1 a & b above (Appendix D).
 - d. The extra duty stipend will be adjusted by the method described in Section 11.1.a &b above (Appendix D).
 - e. All salary adjustments made to Appendix D will be effective the following Fall semester based on a comparison of the computed 20-district average to the estimated apportionment computed in June.

11.1.2 Educational Incentives

- a. Unit members enrolled in courses at Butte College will have their fees waived as allowed by law.

11.1.3 Flex Hours

- a. Approved flex hours earned by an associate instructor in any semester in excess of his/her specifically mandated obligation may be applied to either semester within an academic year. Fall semester flex hours earned but not used may be carried over into the spring semester. If Spring semester flex hours are to be applied to Fall flex activities, the associate instructor will not receive the compensation until after it is earned. Associate faculty will be compensated only for flex hours completed in the academic year.
- b. Unused flex hours from Fall and Spring terms may be used for flex opportunities in the summer term. Payment for flex hours earned during the Fall and Spring semesters must be submitted no later than the end of the current fiscal year, June 30.

11.1.4 Compensation for Cancelled Class Assignment

In the event a unit member's assignment is cancelled during the week prior to the beginning of the assignment, the District will compensate the unit member \$125.00. If the course was considered a new prep or a course not taught by the unit member in the past academic year, then the compensation will be \$175.00.

11.1.5 Orientation

New Associate faculty hires will be required to attend the PFA/District Part - Time Orientation (2.5 hours) either the first semester of their hire or by the second semester should their hiring occur after Institute Week of their first semester. As a mandatory flex activity, the orientation will be in addition to any other flex opportunities awarded through the hiring contract. This opportunity is applicable one time only and paid at the flex rate.

11.2 Office Hours

11.2.1 Associate faculty, while not required to have scheduled office hours, in many cases provide office hours to students for consultation and advising as it pertains to their individual teaching assignments.

11.2.2 In an effort to contribute to the success of students, the District will institute a program that will provide for a limited number of paid

office hours for associate faculty for both the fall and spring semesters.

- 11.2.3 The District will establish an office hour pool of money in the amount of \$50,000.00 each year. An additional one-time allocation of \$50,000 will be provided for fiscal year 2010-11 only.
- 11.2.4 In order to be eligible for consideration for office hours, an associate faculty member must teach at least 20% lecture hour equivalents. Office hours are available to those associate faculty members who choose to apply for office hour funding.
- 11.2.5 Associate faculty who desire compensation for office hours must complete the “Application/Payroll Document for Associate Faculty Office Hours” form and submit it to the appropriate Dean. The following criteria will be applied in selecting funding for office hours: (Appendix E)
- a. A demonstrated student need,
 - b. A significant chance that office hours will contribute to student success,
 - c. Availability of funding.

From the pool of applicants, office hour approval will be determined by the Vice President for Student Learning and Economic Development/designee. The number will be dictated by the pool of District support dollars as per this contract for office hours and the State reimbursement program.

- 11.2.6 Associate faculty members who meet these criteria may be selected to conduct, and be compensated for up to 14 hours per semester. Compensation will be at the rate of \$25 per hour.
- 11.2.7 An “Application/Payroll Document for Associate Faculty Office Hours” must be resubmitted to receive payment for approved office hours. Those office hours will be paid the last pay period of each semester (Appendix E_).
- 11.2.8 The District will provide all unit members on- and off- campus accessible voice mail and email accounts.

ARTICLE XII - PAST PRACTICES

- 12.1 The Board shall not be bound by any requirement which is not expressly and explicitly stated in this Agreement. Specifically, but not exclusively, the Board is not bound by any past practices of the District or understandings with any employee or organization unless such past practices or understandings are specifically stated in this Agreement. Nothing contained herein shall constitute a waiver of any rights guaranteed by law.

ARTICLE XIII - WAIVER OF BARGAINING

- 13.1 This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 13.2 During the term of this Agreement, the Board and the Association expressly waive and relinquish the right to bargain collectively on any matter;
 - 13.2.1 Whether or not specifically referred to or covered in this Agreement;
 - 13.2.2 Even though not within the knowledge or contemplation of either party at the time of negotiations;
 - 13.2.3 Even though during negotiations the matters were proposed and later withdrawn.
- 13.3 Such waiver does not preclude bargaining collectively for subsequent, new collective bargaining agreements during the term of Agreement.
- 13.4 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District policies, practices and procedures and over state law to the extent permitted by state law.

ARTICLE XIV - SEPARABILITY AND SAVINGS

- 14.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal 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. The District and Association agree to meet as soon as possible to negotiate the impact of the loss of the invalidated, unenforceable or unlawful provision.

ARTICLE XV - SUCCESSOR AGREEMENT

- 15.1 No later than 120 days prior to the expiration of this Agreement, the Board of Trustees, upon request, agrees to begin negotiations on a successor agreement.

ARTICLE XVI - SETTLEMENT OF DIFFERENCES BY PEACEFUL MEANS

- 16.1 The Association and the Board agree that differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. During the term of this Agreement the Association, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform work duties as required in this Agreement, and will undertake to exert its best efforts to discourage any such acts by any employee in the unit. During the term of this Agreement, the Board, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of members of the unit.

ARTICLE XVII - MEMBERSHIP DUES & SERVICE FEES

17.1 It is the expressed intention of the parties that the provisions of this article respectfully balance the rights of individual employees and the right of the parties to enter into a "fair share service fee" agreement. However, membership in the Association shall be the personal choice of each employee in the bargaining unit. This Section provides for membership dues or fair share service fee collection. The termination/expiration of this Agreement shall not constitute a basis for the cessation of the implementation of this Section. There shall be no charge to the Association for such dues/fair share service fee deductions.

17.1.1 Dues/Service Fees

No later than thirty (30) days following the implementation of this Section the District shall begin deducting membership dues for members and fair share service fees for non-members from the wages of bargaining unit members and shall thereafter continue to do so on a monthly basis. Additionally the Association shall be provided a second payroll deduction for other authorized and legitimate Association sponsored programs and activities.

- a. For purposes of this section, "employee" shall mean any person entering into the bargaining unit or subsequently modified bargaining unit as mutually agreed upon by the Association and the District.
- b. If through error, the full amount due to be deducted is not deducted and remitted to the Association, the District will upon written request from the Association and notice to the affected employee, provide subsequent deductions until the shortage is corrected. For its part, the Association shall promptly refund to the employee any deductions erroneously withheld from the employee's wages by the District and remitted to the Association.

17.1.2 District Responsibilities

With respect to all sums deducted by the District pursuant to this Agreement, whether for membership dues or fair share fees, the District agrees to promptly remit such monies to the Association each month together with an alphabetical list of unit members, for whom such deductions have been taken, including social security number, and the amount of dues/fees deducted. Employee address and gross wages will be included on the list pending creation of the report.

17.1.3 Religious Beliefs

An employee who is a verified member of a religious body within the meaning of Section 3546.3 of the Government Code shall not be required to financially support the Association as a condition of employment. Such employee, in lieu thereof, shall file a detailed written objection with the Association and the District, establishing the basis for the religious exemption and a request that the Association pay a sum

equal to his/her fair share service fee to one of three (below) non-religious, non-labor, charities exempt from taxation under Section 501(c) (3) of Title 26 of the Internal Revenue Code, designated and mutually agree upon by the Association and the District. If accepted the Association agrees to forward such amounts to the designated charity.

- Butte College Foundation Fund
 - Pediatric Aids Foundation
 - American Red Cross
- a. Any employee claiming religious exemption as set forth above and who requests that the grievance or arbitration provision of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

17.1.4 Association Responsibilities

The Association will provide to the District the formula for calculating membership dues for members and fair share services fees for non-members. Any changes in the amount of dues/fees will be certified to the District by the Association, and shall become effective no later than thirty (30) days following the date that the District receives such certification from the Association. Additionally, the Association agrees to furnish any information needed by the District to fulfill the provisions of this Section.

17.1.5 Indemnification and Hold Harmless

It is specifically agreed that the District assumes no obligation with respect to the Association dues and fair share service fees other than those specified in this Section. The Association agrees that it indemnify and hold the District harmless against any liability arising from any claims, demands, or other actions relating to the District's compliance with this Section of the Agreement per Section 3543 and 3546 of the Government Code (as amended by AB 1960 & SB 614).

- a. The Association shall have the exclusive right to decide and determine whether any such actions or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE XVIII - ASSOCIATE FACULTY CLASS ASSIGNMENT

18.1 Objective

18.1.1 The objective of this article is to institute guidelines, which are designed to provide reasonable continuity, protection and predictability to both unit members and the District relative to the on-going process of making unit member assignments.

18.1.2 Faculty

- a. The District shall establish and maintain seniority lists by discipline for all unit members, except that no seniority lists shall be established for full-time current academic employees. (Upon retirement of a full-time academic employee, if s/he wishes to teach his/her their seniority will be determined starting with the 1986-87 academic year for any overload class, the same as for current unit members.) The Association will be provided with updated seniority lists each semester.
- b. Each bargaining unit member will accrue seniority based on actual load credit per class taught in a given discipline starting with the 1986-87 academic year. A special "Seniority Disciplines" list has been established for the sole purpose of establishing seniority and may be found in Appendix F.
- c. During the Fall semester of each academic year the Human Resources Office will mail an Associate Instructor Availability Information Form to associate faculty members on the seniority list(s). This form is designed to provide a mechanism by which the District can be advised of the future availability of a given instructor for continued employment. The faculty member is expected to return the completed form to the District within forty-five (45) days. After returning the form, it is the responsibility of each Unit member to take the initiative in advising the District of any changes in availability. Availability forms not returned within 45 days are treated the same as not teaching (for seniority purposes).
- d. In the event that an associate faculty member fails to submit and/or update the required Associate Instructor Availability Form, the District will be at liberty to fill staffing vacancies using another instructor. The Associate Instructor Availability Form will be the only acceptable means by which to notify the District of availability. Availability forms not returned within 45 days are treated the same as not teaching (for seniority purposes).

- e. Any unit member who chooses not to teach for the District for five (5) sequential terms, including summer session, shall be dropped from the seniority list(s) and all seniority privileges lost. If and when a member returns to teach, seniority will begin to accrue with that semester. Members will, however, retain the step and class for their rate of pay.
- f. All unit members possessing equal seniority, who did not teach for the District prior to 1986-87, shall have their seniority standing determined by lot.
- g. Unit members possessing equal seniority who taught for the District prior to 1986-87 shall have their seniority standing determined by mutual agreement, based on total load taught prior to 1986-87. Any disputes shall be resolved through a review of personnel records.
- h. Seniority lists shall be recalculated each term, retained in the appropriate area office, and be available for review by unit members. It is the responsibility of each unit member to review the lists for accuracy. Any suspected inaccuracy should be brought to the attention of the appropriate administrator for resolution.

18.1.3 Load

- a. Unit members have re-hire rights based on seniority for Fall, Spring and Summer semesters. Starting with the most senior member, unit members will be given the first right of refusal of assignments for the maximum load allowed by the District providing the District is scheduling enough assignments to make this possible.

The District reserves the right of assignment. Nothing in this provision provides unit members with rights to a specific class or assignment. When an assignment requires a specific expertise beyond minimum qualifications, the District may require proof of competency in the subject matter; proof may include demonstrated experience in the subject matter within the previous five (5) years by having taught, taken classes, etc.

- b. New associate faculty hires are considered “probationary” until the unit member receives a positive evaluation and is recommended for reemployment. Seniority rights are not in effect until such time. The district will make every effort to conduct formal evaluations of associate instructors during the first semester of employment. If a formal evaluation is not completed by the end of the second semester of a unit member’s employment, that member’s seniority rights will

begin after his/her second semester as determined by the formal evaluation procedures outlined in Article VI, Section 6.6.2. If the unit member's performance is deemed unsatisfactory, the unit member - may enter into a probationary third term with an improvement plan outlined by the unit member's supervisor or designee. Seniority for previous semesters will be awarded after the unit member successfully completes the conditions of the improvement plan. If the unit member's performance is still deemed unsatisfactory at the end of the improvement plan, the District may withhold further employment.

- c. In the event two identical classes are merged in order to make minimum cap, the instructor with the most seniority may be assigned the class.
- d. In the event two classes within like disciplines should merge (art, languages, science, etc.) seniority may be one of the criteria used by chairs in determining course assignment.
- e. The District will send to the PFA/CWA Association office updated seniority lists within forty-five (45) days of the completion of each semester, including summer.
- f. Unit members serving as site supervisors have re-hire rights based on seniority for Fall and Spring Semesters. Starting with the most senior site supervisor, members will be given the first right of refusal of assignments for the maximum hours allowed by the District (ten (10) hours per week) providing the District is scheduling enough hours of site supervision to make this possible.

The District reserves the right of assignment. Nothing in this provision provides unit members with rights to assignment at a specific location. When required by a school site, the District reserves the right to assign a particular site supervisory, for example an employee of the school, to that specific site. Under no circumstance will a new employee be imposed on the unit by a host site administration.

18.1.4 Assignments

- a. Assignment refers to course subject, time, location and days course is to be taught.
- b. At the discretion of the administration, overload and assignments shall be given to full-time current academic employees before classes are made available to the associate instructors.

- c. After the above have been assigned, then unit members shall be assigned. The right of assignment is retained by the District. Whenever feasible, those unit members possessing seniority shall have their preferences taken into consideration before assignments are made to those who possess less seniority. Seniority does not give any unit member the "right" to teach a specific class/segment of a class.

18.1.5 Whenever class cancellations result in a full-time faculty member being under load, in re-arranging schedules every reasonable effort will be made to bump the least senior associate faculty member in that faculty service area-- however, if the least senior associate faculty member being bumped is teaching a class at a time that conflicts with the other scheduled classes of the full-time faculty member, bumping will continue based upon seniority, until such scheduling conflicts are mitigated. However, under no circumstances may a full-time faculty member bump an associate faculty member simply to retain an overload in the form of banking or an extra pay assignment. Whenever bumping occurs for whatever reason, classes will be assigned on the basis of 18.1.4 b.

18.1.6 If a unit member signs an agreement for an assignment and then rescinds any or all of it one month prior to the assignment beginning, the District may suspend the union member for the following semester. In the event a unit member rescinds, for a second time, any or all of an assignment one month prior to the assignment, the District may revoke the unit member's rehire rights. A unit member who must rescind an assignment either for health reasons or family emergencies shall be exempt from suspension; however, the unit member shall provide the District with verification (e.g., statement from physician, lawyer, etc.) of the need for such an action.

18.1.7 Unit members other than teaching

- a. Unit members other than teaching will accrue seniority on the basis of total cumulative hours of employment per term.

18.2 Implied by the absence of language to the contrary:

(1) Nothing in the above is to be construed as granting "bumping" rights to associate faculty unit members on the basis of seniority should any given associate instructor's class not make; (2) Seniority, although worthy of note, will not necessarily be a deciding factor should a unit member apply for a full-time position with the district; (3) The word "feasible" in provision 18.1.4 c is intentionally broad, suggesting the full range of synonyms, including "possible", "reasonable", and "suitable".

ARTICLE XIX - PUBLIC SERVICE CENTER FACULTY CLASS ASSIGNMENT

19.1 Objective

19.1.1 The objective of this article is to institute guidelines which are designed to provide reasonable continuity, protection and predictability to both unit members and the District relative to the on-going process of making unit member assignments.

19.1.2 Faculty and Supervisors

- a. The District shall establish and maintain seniority lists by discipline for all unit members (including Public Service Center Supervisors), except that no seniority lists shall be established for full-time current academic employees. (Upon retirement of a full-time academic employee, if s/he wishes to teach their seniority will be determined starting with the 1986-87 academic year for any overload class, the same as for current unit members.) The Association will be provided with updated seniority lists each semester.
- b. Each bargaining unit member will accrue seniority on the basis of load or, total cumulative hours of employment per academy starting with the 1986-87 academic year.
- c. During the Fall semester of each academic year the Human Resources Office will mail an Associate Instructor Availability Information Form to associate faculty members on the seniority list(s). This form is designed to provide a mechanism by which the District can be advised of the future availability of a given instructor for continued employment. The faculty member is expected to return the completed form to the District within forty-five (45) days. After returning the form, it is the responsibility of each Unit member to take the initiative in advising the District of any changes in availability. Availability forms not returned within 45 days are treated the same as not teaching (for seniority purposes).
- d. In the event that an associate faculty member fails to submit and/or update the Associate Instructor Availability Form the District will be at liberty to fill staffing vacancies using another instructor. Availability forms not returned within 45 days are treated the same as not teaching (for seniority purposes).
- e. Any unit member who chooses not to teach for the District for five (5) sequential academies shall be dropped from the seniority list(s).

- f. All unit members possessing equal seniority, who did not teach for the District prior to 1986-87, shall have their seniority standing determined by lot.
- g. Unit members possessing equal seniority who taught for the District prior to 1986-87 shall have their seniority standing determined by mutual agreement, based on total hours taught prior to 1986-87. Any disputes shall be resolved through a review of personnel records.
- h. Seniority lists shall be recalculated each term, retained in the appropriate area office, and be available for review by unit members. It is the responsibility of each unit member to review the lists for accuracy. Any suspected inaccuracy should be brought to the attention of the appropriate administrator for resolution.

19.1.3 Load (Public Service Center)

- a. Load refers to number of units or hours/sessions one teaches. Unit members, based on their seniority, will be eligible to teach up to the maximum load allowed by the District, providing that the District is offering enough sections of the appropriate class(es) to make this possible.
- b. The District will send to the PFA/CWA Association office updated seniority lists within thirty (30) days of the completion of each semester, including summer.
- c. New associate faculty hires are considered “probationary” until the unit member receives a positive evaluation and is recommended for reemployment. Seniority rights are not in effect until such time. The district will make every effort to conduct formal evaluations of associate instructors during the first semester of employment. If a formal evaluation is not completed by the end of the second semester of a unit member’s employment, that member’s seniority rights will begin after his/her second semester as determined by the formal evaluation procedures outlined in Article VI, Section 6.6.2. If the unit member’s performance is deemed unsatisfactory, the unit member - may enter into a probationary third term with an improvement plan outlined by the unit member’s supervisor or designee. Seniority for previous semesters will be awarded after the unit member successfully completes the conditions of the improvement plan. If the unit member’s performance is still deemed unsatisfactory at the end of the improvement plan, the District may withhold further employment.

19.1.4 Assignments (Public Service Center)

- a. Assignment refers to course subject, time, location and days course is to be taught.
- b. At the discretion of the department, overload and assignments shall be given to full-time current academic employees before classes are made available to the associate instructors.
- c. After the above have been assigned, then unit members shall be assigned. The right of assignment is retained by the District. Whenever feasible, those unit members possessing seniority shall have their preferences taken into consideration before assignments are made to those who possess less seniority. Seniority does not give any unit member the "right" to teach a specific class/segment of a class.

19.1.5 Whenever class cancellations result in a full-time faculty member being under load, in re-arranging schedules every reasonable effort will be made to bump the least senior associate faculty member in that faculty service area-- however, if the least senior associate faculty member being bumped is teaching a class at a time that conflicts with the other scheduled classes of the full-time faculty member, bumping will continue based upon seniority, until such scheduling conflicts are mitigated. However, under no circumstances may a full-time faculty member bump an associate faculty member simply to retain an overload in the form of banking or an extra pay assignment. Whenever bumping occurs for whatever reason, classes will be assigned on the basis of 19.1.4 b.

19.2 Implied by the absence of language to the contrary:

(1) Nothing in the above is to be construed as granting "bumping" rights to associate faculty unit members on the basis of seniority should any given associate instructor's class not make; (2) Seniority, although worthy of note, will not necessarily be a deciding factor should a unit member apply for a full-time position with the district; (3) The word "feasible" in provision 19.1.4 c is intentionally broad, suggesting the full range of synonyms, including "possible", "reasonable", and "suitable".

ARTICLE XX - VACANCY POSTINGS

20.0 Notices

- 20.1 The District will provide the Association with direct notice of all full-time, tenure track job vacancy announcements issued by the district.
- 20.2 The District will provide the Association with notice of vacant Associate Faculty positions announcements issued by the District.

ARTICLE XXI - BENEFITS

21.0 STRS Cash Balance Plan

21.1 The District will provide a STRS Cash Balance program to all bargaining unit members.

- a. The program will provide for 4% contribution by bargaining unit members with a corresponding 4% contribution by the District.

21.2 Employee Assistance Program

Effective July 1, 2003, the Employee Assistance Plan (EAP) will be an employee paid benefit. The EAP will continue to require full unit enrollment; premium payments will be collected through payroll deduction from all unit members while in paid status during primary terms; rates will be adjusted based on number of members in paid status.


ARTICLE XXII - INTELLECTUAL PROPERTY RIGHTS

- 22.1 The District and PFA agree to pilot the Intellectual Property Rights (IRP) Agreement for the term of the Butte College Education Association (BCEA) contract, at which time it will sunset. The IRP MOU dated 4/6/08 is included as Appendix I.

ARTICLE XXIII - DURATION AND REOPENERS


23.0 Duration - The Collective Bargaining Agreement, as amended, will be effective July 1, 2009, to June 30, 2012. There are no contract re-openers.

In witness whereof, the Butte College Part-Time Faculty Association/
Communication Workers of America, PFA/CWA, has caused this Agreement to be
signed by its representative, and the Butte-Glenn Community College District Board of
Trustees has caused this Agreement to be signed by its Superintendent/President,
attested by its Clerk.




President Part-Time Faculty
Association/CWA

Dated: 12-28-09



President
Butte-Glenn Community College District

Dated: 12-9-09



CWA District Representative

Dated: 12/29/09



Attest: Clerk, Board of Trustees

Dated: 12/9/09

APPENDICES

Appendix A

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD

_____)	
Butte-Glenn Community College District)	Type of Election:
Employer,)	<u> X </u> Consent Agreement
and)	_____ Directed Order
Support Faculty of Butte College,)	
CTA/NEA,)	Case Number: 6-B-836
Employee Organizations.)	
_____)	

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the Regional Director of the Public Employment Relations Board in accordance with the Rules and Regulations of the Board; and it appearing from the Tally of Ballots that a majority of the valid ballots were cast for PFA/Butte College Part-Time Faculty Association-CWA, therefore,

Pursuant to the authority vested in the undersigned by the Public Employment Relations Board, IT IS HEREBY CERTIFIED as of January 12, 1990, that PFA/Butte College Part-Time Faculty Association-CWA is the exclusive representative of all employees in the unit set forth below:

- Title of Unit: Part-Time/Associate Instructors
- Shall INCLUDE: All employees on the part-time salary schedule.
- Shall EXCLUDE: All other employees, and all management, supervisory and confidential employees.

Signed at Sacramento, California

On the 12th day of January, 1990.

On behalf of the
PUBLIC EMPLOYMENT RELATIONS BOARD

/s/ Les Chisholm
Regional Director

Butte Community College / PROGRESSION OF PART-TIME FACULTY GRIEVANCE

INFORMAL PROCEDURE

1. Date of occurrence of grievance or knowledge thereof:	____/____/____
1.a. Date of Informal Discussion - (within 15 days from #1)	____/____/____
1.b. Satisfaction reached within 5 days from 1.a.	Yes <input type="checkbox"/> No <input type="checkbox"/>

LEVEL I - FORMAL PROCEDURE

2. Date grievance submitted (within 5 days from #1.b.):	____/____/____
3. Date of response to grievance (within 5 days from #2):	____/____/____
4. Copy of response attached: Yes <input type="checkbox"/> No <input type="checkbox"/>	Grievance Resolved Yes <input type="checkbox"/> No <input type="checkbox"/>

LEVEL II — FORMAL PROCEDURE

5. Appeal date of grievance submitted (5 days from #3):	____/____/____
6. Date of response to grievance (10 days from #5):	____/____/____
7. Copy of response attached: Yes <input type="checkbox"/> No <input type="checkbox"/>	Grievance Resolved Yes <input type="checkbox"/> No <input type="checkbox"/>

LEVEL III — FORMAL PROCEDURE — PRESIDENT

11. Appeal of grievance to President (5 days from #9):	____/____/____
12. Date of response to grievance (10 days from #11):	____/____/____
13. Copy of response attached: Yes <input type="checkbox"/> No <input type="checkbox"/>	Grievance Resolved Yes <input type="checkbox"/> No <input type="checkbox"/>

FORMAL PROCEDURE — ADVISORY THIRD-PARTY INTERVENTION

14. Request for advisory arbitration: (15 days from #12)	____/____/____
15. Date advisory arbitration decision received:	____/____/____

FORMAL PROCEDURE — APPEAL TO THE BOARD OF TRUSTEES

16. Date of appeal of grievance to Board of Trustees: (10 days from #14)	____/____/____
Date of Board of Trustees action: (Within 30 working days from date of receipt of appeal)	____/____/____
Advisory Arbitration decision upheld:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Board of Trustees Action	Grievance Resolved Yes <input type="checkbox"/> No <input type="checkbox"/>

NOTE: Attach all responses to this form at all levels, Consult Article IX, Grievance Procedures, for time limits at each level.

Copies of each response to be distributed to: Grievant, Association Grievance Chairperson and District grievance file in the Personnel Office.

BUTTE COMMUNITY COLLEGE DISTRICT

TEMPORARY LEAVE OF ABSENCE - ASSOCIATE FACULTY

EMPLOYEE IS: () REQUESTING LEAVE () REPORTING ABSENCE

EMPLOYEE NAME: _____

It is the responsibility of each employee to complete this form to request temporary leave of absence prior to taking leave. It is the responsibility of each employee to complete this form immediately upon returning to work following use of sick leave. Completed forms are to be submitted to immediate supervisor.

REASON FOR ABSENCE:

- () Sick Leave (specify illness) _____
- () Leave of Absence (specify reason for request) _____
- () Other (specify) _____

Date(s) of Absence: _____

Total Amount of Absence Requested/Reported: _____ hours

Employee's Signature _____ Date: _____

**Supervisor/Coordinator/
Department Chair:**

_____ Date: _____

- () Approved
- () Not Approved. Loss of pay: Deduct _____ hours.

Dean/Director:

_____ Date: _____

- () Approved
- () Not Approved

Vice President

_____ Date: _____

- () Approved
- () Not Approved

Appendix D

**BUTTE COMMUNITY COLLEGE DISTRICT
HOURLY RATE SALARY SCHEDULE FOR ASSOCIATE FACULTY
2.85% COLA Granted 07/01/2009
EQUITY ENHANCEMENT EFFECTIVE FALL 2010**

		<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>
STEP	I	46.43	48.75	51.19
STEP	II	48.75	51.19	53.75
STEP	III	51.19	53.75	56.43
STEP	IV	53.75	56.43	59.26
STEP	V *(Part-time Equity)	56.43	59.26	62.22

INITIAL SALARY PLACEMENT**

Non-Vocational

Initial salary placement for instructors in the non-vocational areas will be established according to degrees and accumulated units.

Vocational

Initial salary placement for vocational instructors will be based on a combination of education and work-related experience. One year of full-time related work experience is equated to twelve semester units. This applies only to those programs classified as vocational by the District.

Only Butte College teaching experience is considered for step movement. A semester equals a course of 24 hours or more. Courses shorter than 24 hours but which totals 24 hours within that term equals one semester.

(COURSES TAUGHT DURING SUMMER SESSION COUNT AS A SEMESTER'S EXPERIENCE. ONE YEAR OF ADMINISTRATIVE (EDUC) EXPERIENCE AT BUTTE COLLEGE EQUATES TO THREE SEMESTERS OF EXPERIENCE.)

TEACHING EXPERIENCE:

- STEP I - 1-6 SEMESTERS**
- STEP II - 7-9 SEMESTERS**
- STEP III - 10-12 SEMESTERS**
- STEP IV - 13-22 SEMESTERS**
- STEP V*(PT Equity) - 23+ SEMESTERS**

PLACEMENT:

A Track = Placement of both career and non-career area instructors.
B Track = Placement of career area instructors only.

CLASS I

- A. M.A. Degree or Equivalent
- B. H.S. Diploma + 6 years related work experience

CLASS II

- A.
 1. M.A. Degree + 24 semester units
 2. B.A. Degree + 60 semester units, including M.A. degree
- B.
 1. A.A. Degree + 4 years related work experience + 76 semester units to -
A.A. Degree + 7 years related work experience + 40 semester units to -
 2. B.A. Degree + 2 years related work experience + 36 semester units to -
B.A. Degree + 4 years related work experience + 12 semester units to -
 3. M.A. Degree + 2 years related work experience + 0 semester units

CLASS III

- A.
 1. Doctorate in related field
 2. M.A. Degree + 48 semester units
 3. B.A. Degree + 84 semester units, including M.A. Degree
- B.
 1. B.A. Degree + 2 years related work experience + 60 semester units to -
B.A. Degree + 5 years related work experience + 24 semester units to -
 2. M.A. Degree + 2 years related work experience + 24 semester units to -
M.A. Degree + 3 years related work experience + 12 semester units

*STEP V (Part-time Equity) – Credit Lecture Hours ONLY.

**After the initial placement, all units taken for column movement must have prior approval of the Vice President for Student Learning and Economic Development.

**HOURLY RATE SALARY SCHEDULE FOR ASSOCIATE FACULTY
2.85% COLA Granted 07/01/2009**

SUPERVISOR/COORDINATOR SALARY SCHEDULE

	STEP A 1-6 Semesters	STEP B 7-12 Semesters	STEP C 13+ Semesters
Site Supervisor: Class I 1-10 sections in one site	29.50	34.07	34.07
Site Supervisor: Class II Multiple sites or more than 10 sections	30.97	35.79	35.79
Public Service Center (PSC) Supervisor: Class I	19.81	19.81	19.81
Public Service Center (PSC) Coordinator: Class II	30.97	35.79	35.79
Student Athlete Success Program (SASP) Supervisor: Class I	22.15	25.47	29.29

EXTRA DUTY STIPEND SCHEDULE FOR ASSOCIATE FACULTY

1. Extra duty stipends will not be used when determining load.
2. Associate faculty serving on the Academic Senate will be paid a stipend of \$1,131.35 per year.
3. Associate faculty serving on the Curriculum Committee will be paid a stipend of \$1,028.50 per year.
4. Associate faculty serving on the College Council, Accreditation Steering Committee or Staff Development Committee will be paid a stipend of \$15.89 per hour for each hour the committee meets.
5. Serving on additional committees must have the approval of the appropriate vice president.
6. All approved flex activities will be paid at the hourly rate based on the Associate Faculty Salary Schedule.
7. If the administration deems it necessary to have associate faculty attend other meetings, i.e. department meetings or faculty-wide meetings, they will be paid at the rate of \$15.89 per hour.
8. Associate faculty serving as Student Success Project Coordinator will be paid a stipend of \$2,419 per semester.
9. Associate faculty serving as Student Success Project Researcher will be paid a stipend of \$1,419 per semester.

ASSOCIATE FACULTY COACHING SALARY

FOOTBALL HEAD COACH	12,259.14	SOFTBALL HEAD COACH	8,233.65
FOOTBALL ASSISTANT COACHES (5)		SOFTBALL ASSISTANT COACH	7,077.99
Offensive Coordinator	7,702.08	TRACK AND FIELD HEAD COACH	7,714.95
Defensive Coordinator	7,702.08	TRACK AND FIELD ASSISTANT COACHES (3)	
Assistant Coach-Level I	5,989.06	Assistant Coach-Level I	3,047.82
Assistant Coach-Level II	4,279.59	Assistant Coach-Level II	2,341.77
Assistant Coach-Level III	3,423.66	Assistant Coach-Level III	1,170.89
CROSS COUNTRY HEAD COACH	7,077.99	BASEBALL HEAD COACH	8,233.65
BASKETBALL HEAD COACH	12,259.14	BASEBALL ASSISTANT COACH	7,077.99
BASKETBALL ASSISTANT COACH	7,077.99	SOCCER HEAD COACH	8,233.65
VOLLEYBALL HEAD COACH	7,077.99	SOCCER ASSISTANT COACH	7,077.99
VOLLEYBALL ASSISTANT COACH	5,930.52	TENNIS HEAD COACH	8,233.65
WRESTLING HEAD COACH	7,196.25	GOLF HEAD COACH	7,077.99
 OTHER			
PEP TEAM	4,538.34	JOURNALISM	1,611.15
DRAMA	2,419.04	FORENSICS	1,611.15
BAND	2,419.04	CLUB ADVISOR	806.75
CHORAL	2,419.04		

Note: Whenever the hourly salary schedule is adjusted, the coaching salaries will be adjusted at the same percentage.

Appendix E

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT
APPLICATION FOR ASSOCIATE FACULTY OFFICE HOURS
ARTICLE XI, 11.2 PFA MASTER AGREEMENT

Received:

All fields below are mandatory. Please complete them or your form will not be processed!

Fall Spring Year: _____ Hours Requested: _____ (maximum of 14 hours/semester)

Name:		
Employee ID#:	Department:	Mail Drop:

Briefly address the first two guidelines (listed below) for associate faculty office hours:

Associate faculty desiring office hours for a given semester must meet the criteria listed below as stipulated in the PFA and Butte-Glenn Community College District’s Agreement regarding Office Hours.

Guidelines:

- 1) A demonstrated student need in a course that requires a significant amount of help outside of class.
- 2) A significant chance that contact with an associate faculty member during office hours will contribute to individual student success.
- 3) Availability of a location to conduct office hours.
- 4) Availability of funding.

o **NOTE: This form must be received by the appropriate office by Friday of the third week of a regular semester.** Faxed forms will not be accepted. Only forms received in the appropriate office by the deadline will be accepted. Faculty will be notified within two (2) weeks, after the submission deadline, of the total approved hours. ***Deadlines are strictly adhered to.***

o For eligibility, an associate faculty member must teach the equivalent of at least 20% lecture hour equivalents (9.99% load/semester). For complete details on office hours, refer to Article XI, 11.2 of the PFA Master Agreement. For clarification, contact your union representative. Associate faculty may be compensated up to 14 hours/semester at the rate of \$25 per hour.

- Please complete all sections of this form, sign, and return to Tami Vanskike in the Office for Student Learning (Student Administrative Services Building) **NO LATER THAN February 16, 2010**. If you mail the form, please mail it to Tami Vanskike at mail drop “SAS 214” and call to make sure it arrived (895-2547.)
- You should receive the Payroll Document by March 2, 2010. This document will indicate the total number of office hours we are able to compensate each faculty member for completing and will also serve as the reporting document to the payroll office. The Payroll Document will need to be returned to Tami Vanskike before the last day of instruction of a regular semester, not the last day of final exams.

Appendix F

DISCIPLINES

Accounting
Addition Paraprofessional Training
Administration of Justice
Adult Education
Aeronautics
Agriculture
Agriculture Business and
Related Services
Agriculture Engineering
Agriculture Production
Air Conditioning, Refrigeration,
Heating
Animal Training and Management
Anthropology
Appliance Repair
Apprenticeship Programs
Archaeological Technology
Architecture
Art
Astronomy
Athletic Training
Auto Body Technology
Automotive Technology
Aviation
Banking and Finance
Barbering
Bicycle Repair
Biological Sciences
Bookbinding
Broadcast Technology
Building Codes and Regulations
Building Maintenance
Business
Business Education
Business Machine Technology
Cabinet Making
Career Life Planning
Cardiovascular Technology
Carpentry
Ceramic Technology
Chemistry
Child Care Center Director
Child Development/
Early Childhood Education
Coaching
Commercial Art
Commercial Music
Computer Information Systems
Computer Science
Computer Service Technology
Construction Management
Construction Technology
Cosmetology
Counseling
Court Interpreting
Court Reporting
Culinary Arts/
Food Technology
Dance
Dental Technology
Diagnostic Medical Technology
Diesel Mechanics
Dietetic Technician
Drafting
Drama/Theater Arts
Earth Science
Ecology
Economics
Education
Electricity
Electromechanical Technology
Electronics
Electronic Technology
Electromicroscopy
Electroplating
Emergency Medical Technologies
Engineering
Engineering Support
Engineering Technology
English
Environmental Technologies
Equine Science
ESL
Estimating
Ethnic Studies
Fabric Care
Family and Consumer Studies/
Home Economics
Fashion and Related Technologies
Film Studies
Fire Technology
Flight Attendant Training
Fluid Mechanics Technology
Folk Dance
Foreign Languages
Forestry/Natural Resources
Furniture Making
Geography
Gerontology
Graphic Arts
Gunsmithing
Health
Health Care Ancillaries
Health Information Technology
Health Services Director/
Health Services Coordinator/
College Nurse
Heavy Duty Equipment
Mechanics
History
Hotel and Motel Services
Humanities
Industrial Design
Industrial Maintenance
Industrial Relations
Industrial Safety
Industrial Technology
Interior Design
Instructional Design/
Technology
Insurance
Interdisciplinary Studies
Janitorial Services
Jewelry
Journalism
Labor Relations
Law
Learning Assistance Instructors
Learning Resource Coordinator
Legal Assisting

Library Science	Prosthetics and Orthotics
Library Technology	Psychiatric Technician
Licensed Vocational Nursing	Psychology
Linguistics	Public Relations
Locksmithing	Radiation Therapy
Machine Tool Technology	Radiological Technology
Management	Reading
Manufacturing Technology	Real Estate
Marine Diving Technology	Recreation Administration
Marine Engine Technology	Rehabilitation Technician
Marketing	Religious Studies
Martial Arts/Self Defense	Respiratory Technician
Masonry	Respiratory Technologies
Mass Communication	Restaurant Management
Materials Testing	Retailing
Technology	Robotics
Mathematics	Sanitation and Public Health
Media Production	Technology
Medical Instrument Repair	Search and Rescue
Mining and Metallurgy	Sheet Metal
Mortuary Science	Ship and Boat Building
Motorcycle Repair	and Repair
Multimedia	Shoe Rebuilding
Music	Sign Language, American
Music Management	Sign Language, English
Music Merchandising	Interpreting
Musical Instrument Repair	Small Business Development
Nursing	Small Engine Mechanics
Nursing Science/Clinical Practice	Social Science
Nutritional Science/Dietetics	Sociology
Occupational Therapy Assisting	Special Education
Office Technologies	Speech Communication
Ornamental Horticulture	Stagecraft
Pharmacy Technology	Steamfitting
Philosophy	Surgical Technology
Photographic Technology/	Telecommunication Technology
Commercial Photography	Transportation
Photography	Travel Services
Physical Education	Upholstering
Physical Sciences	Veterinary Technician
Physical Therapy Assisting	Vision Care Technology
Physics/Astronomy	Watch and Clock Repair
Piano Tuning and Repair	Welding
Plastics	Women's Studies
Plumbing	Work Experience Coordinator
Political Science	
Printing Technology	
Private Security	

Appendix G

Associate Faculty Instructor Job Description

The part-time college instructor is responsible for effective performance in the following areas:

A. General Scope of Responsibilities

1. Excellence in teaching and instruction.
2. Maintenance of professional growth and academic currency.
3. Carrying out-of-area, departmental and/or program responsibilities.

B. Teaching and Instruction – The following duties are representative of the kinds of expectations that are normally required of a part-time Butte College instructor. Certain duties are common to the everyday operational needs of the College while other activities may be required on an as needed basis. All of the duties, however, are common requirements at various times for full-time instructional positions.

1. Plans for and is continually well prepared to teach.
2. Provides organized delivery of instruction.
3. Is courteous to and approachable by students.
4. Instruction is consistent with the stated and approved goals and content of the course.
5. Sticks to the subject matter of the course.
6. Inspires students to engage in subject matter.
7. Uses standards of student evaluation that are clear, fair and followed consistently throughout the course.
8. Requires levels of instructor and student effort sufficient to the mastery of the subject or skills in the course.
9. Grades and returns student assignments and tests in a reasonable period of time.
10. Makes effective use of teaching aids and materials required of students (e.g., texts, manuals, etc.).
11. Prepares complete course outlines and syllabi.
12. Revisions to course content as needed for currency.
13. Coordinates with Department Chair to synchronize course contents and methods with other teachers in the program/discipline.
14. Meets and assists students during office hours or by appointment or at other reasonable times (optional).

C. Area or Departmental Responsibilities

1. Is knowledgeable about and abides by College policies and procedures. This includes the accurate and timely submission of all reports, grades and paperwork.
2. Meets deadlines and time targets.
3. Orders instructional materials, equipment and textbooks with sufficient lead times.
4. Exercises good judgment in the use of and/or management of facilities, equipment and supplies.
5. Attends assigned flex meetings as requested.
6. Works well with peers, classified staff and administration.

Appendix H

Evening College Site Supervisor Job Description

General Responsibilities:

The Evening College Site Supervisor is responsible to the Assistant Dean, Chico and Glenn Centers, and is the acting administrator responsible for the following:

Responsibilities and Duties:

1. Act as a source of information and support for students, faculty and the community.
2. Maintain the security and safety of the site.
3. Supervise multiple sites as assigned.
4. Coordinate and manage appropriate use of facilities.
5. Monitor and report the enrollments of classes.
6. Implement the cancellation decisions made by the College and assist in the redirection of students.
7. Monitor and report to the Assistant Dean's office any deviations from the published schedule (e.g., meeting times, places or instructors).
8. Supervise student assistants.
9. Maintain the orderly inventory and storage of instructional equipment.
10. Assist instructors in security audio-visual and other equipment necessary in the delivery of instruction.
11. Facilitate the delivery and collection of class-related documents from instructors (e.g., census rosters, grade rosters, etc.).
12. Respond to the needs of students and instructors who are disabled.
13. Respond to emergency situations and communicate with appropriate college personnel.
14. Complete and submit necessary documentation related to special situations (e.g., incident reports, accident reports, etc.).
15. Monitor and maintain supplies needed to operate the college's programs.
16. On a daily basis, deliver mail and materials to the site(s).
17. Maintain communications with the Assistant Dean's office at a level that ensures effective services to students and faculty.
18. Other duties as assigned.

APPENDIX I

MEMORANDUM OF UNDERSTANDING

The following memorializes the understanding of the Butte-Glenn Community College District (hereinafter referred to as "District") and the Part-Time Faculty Association (hereinafter referred to as "PFA") to pilot the Intellectual Property Rights Agreement for the term of the BCEA contract, July 1, 2008 to June 30, 2011, at which time it will sunset. The Intellectual Property Rights Agreement will be reviewed during the negotiating process for the following BCEA 3-year contract. Modifications to the IPR Agreement, if any, will be agreed upon by March 2011 prior to ratification of the 2011-14 BCEA contract.

A. **Mission and Purpose**

In the interest of academic freedom, the District values and protects intellectual property rights. In keeping with our vision statement, "Butte College transforms the lives of its students and communities while transforming itself through college-wide collaboration that models sustainability," the District promotes collaboration and the sharing of original works among its faculty.

The District and all employees have a mutual interest in establishing an environment that fosters and encourages the creativity of faculty members. The purpose of this agreement is to establish ownership of creative products of faculty members when District resources are used.

B. **Definitions**

1. "Works" means any material that is eligible for copyright protection including but not limited to books, articles, dramatic and musical compositions, poetry, instructional materials (e.g. syllabi, lectures, student exercises, multimedia programs, and tests), fictional and non-fictional narratives, analyses (e.g. scientific, logical, opinion or criticism), works of art and design, photographs, films, video and audio recordings, computer software, architectural and engineering drawings, and choreography.
2. "District Support" includes the use of district funds, personnel, facilities, equipment, materials, or technology. District Support may be either Nominal or Substantial, or a combination thereof.
 - a. "Nominal District Resources" include those that are customarily available or provided in the course of the faculty member's usual appointment or assignment, such as but not limited to the following: support services provided by other employees, standard indirect costs, the use of computers, photocopy machines, office supplies, the use of an assigned office and telephone, library services, software, multi-media equipment, learning management system for delivery of online learning, compensation for any required training, and performance capture equipment available for use by any faculty member. A budget which is customarily provided for the faculty member's usual appointment or assignment shall be considered a Nominal District Resource.
 - b. "Substantial District Resources" shall be direct costs to the District and include the provision of a budget over and above any budget customarily provided for the faculty member's usual appointment or assignment. The assignment by the District of other employees to provide secretarial, technical, or creative services specifically for the creation of the Work shall be considered Substantial District Resources. Expensive or substantial District equipment, facilities, and/or other resources (professional recording and filming studios, professional television cameras, etc.) are Substantial District Resources. Reassigned time or stipends allocated for the creation of specific Works are Substantial District Resource; such specific Works include the creation and delivery of new online courses.

C. **Policy**

1. Copyrights for Works created by a faculty member using Nominal District Resources will be owned by the faculty member. This is the case even if those Works are created in connection with courses taught or other duties performed as a faculty member while employed by the District unless an alternative agreement has been specified under the terms of an Intellectual Property Rights Agreement Form between the District and faculty member (see Appendix A). Such Works cannot be used by the District or any District employee other than the faculty member unless the faculty member has specifically consented to this in the Agreement Form.
2. Copyrights for Works by a faculty member created under a contract which specifically identifies such Works as being "for hire" shall be the property of the District unless an alternative agreement has been

specified under the terms of an Intellectual Property Rights Agreement Form between the District and faculty member (see Appendix A). Such Works cannot be used by the faculty member unless the District has consented to this in the Agreement Form.

3. Copyrights for Works created by a faculty member using Substantial District Resources shall belong both to the District and faculty member. All royalties or profits are to be divided as provided in the Intellectual Property Rights Agreement Form to be signed before the project is begun (see Appendix A). Any use by either the District or the faculty member of pertinent Works must be permitted by the terms of the Agreement Form.
4. If the Work in question is the creation of a new online course by the faculty member receiving Substantial District Resources, both the District and the faculty member are automatically restricted in their use of such course for an initial two-year period. During this two-year period, the District agrees that no other District employee will use the course. During this same period, the faculty member agrees that he/she will not use the course in any manner other than within his/her District employment. Any exception to this automatic two-year restriction by either party must be documented in an Intellectual Property Rights Agreement Form.

D. Dispute Resolution

Disputes between a faculty member and the District concerning this Agreement shall be resolved pursuant to the grievance procedures contained in the district's agreements with BCEA and PFA but with one exception to those procedures: should an arbitrator be necessary, the arbitrator chosen by the parties should be an expert in copyright law. If the parties are unable to agree on an arbitrator, one should be chosen in accordance with the commercial arbitration rules of the American Arbitration Association. The District and the faculty member's Association shall share equally in the payment for the services and expenses of the arbitrator. Arbitration is advisory and not binding. (Current grievance procedures are specified in the BCEA agreement under Article X and in the PFA agreement under Article IX.)

Appendix A
Butte-Glenn Community College District
Intellectual Property Rights Agreement Form

1. This work is titled:
2. It is proposed by:
3. The description of this work is as follows:

4. Is this a work created by a faculty member using Nominal District Resources, a work done "for hire," or a work created by a faculty member using Substantial District Resources?

5. If there is an expectation for the contribution of Substantial Resources from the District? If yes, describe:

6. What is the expected faculty contribution and compensation?
7. Ownership of copyrights and royalties to the product shall be ____ % faculty member and ____ % District.
8. Usage allowed of this work is as indicated in the District/BCEA/PFA Intellectual Property Rights Policy unless different usage or competition policy is specified here:

Ten working days prior to signing by the faculty member and District, this agreement will be shared with the faculty member's representative union. BCEA and PFA also recommend that the faculty member personally review this agreement form with a union representative prior to signing. As stated in the Intellectual Property Rights Agreement between the District and the Associations, if the Work in question is the creation of a new online course by the faculty member, both the District and the faculty member are automatically restricted in their use of such course for an initial two-year period. During this two-year period, the District agrees that no other District employee will use the course. During this same period, the faculty member agrees that he/she will not use the course in any manner other than within his/her District employment. Any exception to this automatic two-year restriction by either party must be documented in this Agreement Form.

Faculty Signature _____ Date _____

District Signature _____ Date _____