

MASTER AGREEMENT

(LBCCD AND CHI/CTA/NEA)



**LONG BEACH COMMUNITY COLLEGE DISTRICT AND
CERTIFICATED HOURLY INSTRUCTORS
LONG BEACH CITY COLLEGE**



EFFECTIVE JULY 1, 2019—JUNE 30, 2022

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PREAMBLE

This Agreement is entered into this 1st day of July 2019, between the Board of Trustees of the Long Beach Community College District of Long Beach, California, hereinafter called the "Board," and the Certificated Hourly Instructors, Long Beach City College Chapter, hereinafter called "CHI/CTA/NEA."

ARTICLE 1 RECOGNITION

1.1 The Board of Trustees of the Long Beach Community College District recognizes the Certificated Hourly Instructors (CHI/CTA/NEA) as the sole and exclusive bargaining agent for certificated unit members occupying the bargaining unit described by the Public Employment Relations Board (PERB) at the time of the unit determination election held in January, 1990. Specifically, the unit shall include: hourly certificated employees serving in positions such as instructors, counselors, librarians, financial aid coordinators, campus nurses, teachers-on-special-assignment, program specialists, assistant directors, instructional specialists, coordinators, and long term temporary substitutes.

Furthermore, the unit shall exclude: all contract and regular certificated employees, administrators, managers, supervisors, and confidential employees as defined by the Educational Employment Relations Act (EERA). The unit shall exclude all classified employees, Child Care Center Director and volunteers. In addition, the unit shall also exclude retired certificated employees for the first two and one-half years after retirement from the District. Retired certificated faculty shall thereafter be considered hourly adjunct employees serving in CHI bargaining unit positions as listed in Article 1.1.

1.2 CHI/CTA/NEA, in turn, recognizes the Board as the duly elected representative of the people and agrees to negotiate exclusively with the Board through the District negotiating team and in accordance with the provisions of the Educational Employment Relations Act.

1.3 Should any new positions be established during the term of this Agreement, the placement of those positions in or out of the bargaining unit shall be negotiated with the Association. Should the issue not be resolved within thirty (30) days of the establishment of a new position, the issue shall be submitted to the Public Employment Relations Board for a ruling.

1.4 Per Education Code section 22138.5, not less than five-hundred and twenty-five (525) instructional hours are required to obtain one (1) year of creditable service towards CalSTRS. The District currently calculates five-hundred and thirty-one (531) instructional hours to obtain one (1) year of creditable service towards CalSTRS.

1.5 This Article shall not be subject to any grievance procedure.

**ARTICLE 2
ASSOCIATION AND MANAGEMENT RIGHTS**

CHI/CTA/NEA shall have the following rights, in addition to any rights set forth elsewhere in the Agreement.

- 2.1** CHI/CTA/NEA shall have the right to represent its members in all matters relating to his/her employment with the District. Authorized representatives of CHI/CTA/NEA shall be granted reasonable access to District properties in order to meet with unit members, but such contacts are not to interfere with or interrupt performance of scheduled duties. CHI/CTA/NEA shall also be permitted to schedule meetings on campus, at times and in available locations which are subject to the normal scheduling and reservations systems.

Employee lounges and dining areas during peak hours of use shall not be deemed appropriate locations for meetings held either by CHI/CTA/NEA or by the District.

2.2 Distribution and Posting

CHI/CTA/NEA representatives may distribute organizational literature on District property or leave the same for unit members to pick up in the unit members' mailboxes or at designated locations, provided there is no interference with, distraction from, or interruption of scheduled duties or District business. CHI/CTA/NEA also shall be permitted to post organizational materials on District bulletin boards subject to space and time limitations as necessary to deal with excessive volume of material to be posted. CHI/CTA/NEA is responsible for maintaining neatness and order with respect to such distributions and postings, and for removal of excess or outdated material. At the time of distribution and posting, a copy of the material shall be given to the Vice President, Human Resources. District supplies and materials are not to be used for organizational purposes. A mailbox shall be provided to CHI/CTA/NEA at the Liberal Arts Campus (LAC) and at the Pacific Coast Campus (PCC).

2.3 Board Presentations

Duly authorized CHI/CTA/NEA representatives shall have the right to speak at public meetings of the Board of Trustees, pursuant to existing Board policies governing such appearances.

2.4 Information to CHI/CTA/NEA

The District shall furnish to CHI/CTA/NEA:

- 2.4.1 A copy of the Tentative Budget, the Adopted Budget, Form 311, State waiver requests, quarterly report and Monthly Expenditures 007, and other requested public documents.
- 2.4.2 A current list of all CHI unit members: name, home address, home phone number, cell phone number, work email address, personal email address, department, and courseload/assignment by October 1st of each fall semester and by April 1st of each spring semester. Unit members' home addresses, personal email addresses, and personal phone numbers will not be made public.

- 2.4.3 A list of all monthly new hires by name, home address, home phone number, cell phone number, work email address, personal email address, department, and current courseload/assignment within thirty (30) days of hire.
- 2.4.4 A list of the LBCC Deductions Register for CHI unit members, by the fifteenth (15th) of each month.

2.5 Information to Employees

Upon hire into any position within the bargaining unit, the District shall provide information to the unit member concerning CHI/CTA/NEA's status as exclusive representative and a weblink to this Agreement.

2.6 Association Dues

- 2.6.1 The Association agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in the unit regardless of whether they are members of the Association.
- 2.6.2 Payroll Dues Deductions:
- a) When drawing orders for salary payments to unit members covered by this Agreement, the District shall reduce the order by the amount which has been voluntarily authorized in writing by the unit member to be deducted for the purpose of paying the unified membership dues of the unit member in the Association and its affiliates.
 - b) Deductions for members of the bargaining unit who elect to pay association dues and who commence duties after the beginning of the academic year and therefore are not subject to deductions until after the beginning of the academic year shall be pro-rated in such a manner that the employee will pay dues or fees only in proportion to the number of months during the academic year in which he/she is a member of the Association or otherwise subject to the terms of this Article. Any fraction of a month shall be counted as a full month.
 - c) A unit member's written dues deduction authorization shall be revocable only upon receipt of written notice to the District from the Association, and such revocation shall be effective commencing with the next pay period after receipt thereof.
 - d) Change in Dues: Any change in dues will be submitted to the District, in writing, thirty (30) days prior to the effective date of such changes.
 - e) Forfeiture of Deductions: If the balance of an employee's wages, after all other mandatory deductions are made in any one period, is not sufficient to pay deductions required by this Agreement, no such deduction shall be made for that period. In this event the Association shall determine how to collect said dues.
 - f) Non-Paid Status: The provisions of this Agreement shall not apply during periods that an employee is out of paid status.

2.6.3 Hold Harmless: The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the representation fee provisions of this Agreement or their implementation, as defined in California Education Code Section 87833, et seq.

2.7 Committee

Unless otherwise provided in this Agreement or in District policy and regulation, the Association shall have the right to designate a CHI/CTA/NEA faculty representative to all District-formed participatory governance committees.

2.8 Assigned Time for Association Business

2.8.1 The District shall provide three (3.38) hours of assigned time per week per year (52 weeks) to the President of the Association for the purpose of conducting CHI/CTA/NEA business. The assigned time shall be paid automatically on Salary Schedule 4 at Column B, Step 1 during the year the employee is President.

2.8.2 The District shall provide an additional seventy (70) hours per academic year to be divided among other CHI members, at the discretion of CHI. The assigned time shall be paid automatically as an hourly assignment per week, per semester (16 weeks) on Salary Schedule 5 at Column B, Step 1 for the length of assignment as specified by the CHI President. Prior to the beginning of each semester the CHI President shall notify the Vice President, Human Resources or his/her designee with the names and number of hours they would like to be allocated and to whom (not to exceed the amount and hours detailed above).

2.8.3 Following notification of the names and hours, the District will prepare a document for the CHI President to sign in order for the CHI members to receive payment in a timely manner. If and when a change to the CHI members of the Association occurs, it will be the responsibility of the CHI President to immediately notify Human Resources to ensure proper adjustment of pay.

2.9 New Employee Orientation

The District shall provide CHI time during part-time faculty orientations to meet with new bargaining unit members regarding association business. Such meeting time shall be mutually arranged and scheduled between the Superintendent President (or Designee) and the Association President at least ten (10) days prior to the date of the new employee orientation.

2.10 College Day

The District shall provide CHI time during College Day of each school year to conduct a general membership meeting and meet with bargaining unit members regarding association business. Such meeting time shall be mutually arranged and scheduled between the Superintendent President (or Designee) and the Association President.

2.11 It is understood and agreed that the District has all the customary and usual rights, powers, functions and authority to discharge its obligations. Any of the rights, powers, or authority which the District had prior to the execution of this Agreement are retained except as those rights, powers, and functions or authority are specifically abridged or modified by this

Agreement or by any supplement to this Agreement arrived at through the process of collective bargaining.

ARTICLE 3 GRIEVANCE PROCEDURE

3.1 Definitions

- 3.1.1 A Grievance is a formal allegation, oral or written, by a grievant that he/she has been adversely affected by a violation, misapplication, or misinterpretation of the specific provision of this Agreement.
- 3.1.2 A Grievant is a CHI/CTA/NEA unit member, unit members, or the Association.
- 3.1.3 A Day is a weekday on which the College is open for business and instruction is offered (during fall and spring semester only.)
- 3.1.4 The Respondent is the Dean, Associate Dean, Director or lowest level administrator determined by the District as having the authority to adjust the complaint.
- 3.1.5 A Representative is a CHI/CTA/NEA representative designated by the grievant to serve at any level of the grievance without loss of salary. Absence from regular duties shall be granted to the grievant, respondent, and designated representative, if any, when such regular duties conflict with attendance at conferences or hearings with District personnel. The District shall, when requested, attempt to provide substitutes for the grievant, respondent, and representative.

3.2 Informal Level of Grievance

- 3.2.1 Within twenty (20) days after the unit member knew, or could have known, of the alleged violation, misapplication, or misinterpretation of the specific provisions of this Agreement, the grievant shall schedule a meeting to attempt to resolve the grievance by an informal conference with the respondent. At the time of the scheduling of the meeting, the grievant shall notify the respondent that the meeting will deal with a possible grievance, the nature of the grievance, and that this is the informal level of the grievance policy.
- 3.2.2 When the respondent receives a request, he/she shall arrange a mutually convenient meeting time within five (5) days with the grievant to discuss the matter and attempt to resolve the complaint. If the grievant desires, he/she may have a CHI/CTA/NEA representative present to assist. CHI/CTA/NEA shall be notified and have the right to consult with the grievant and to be present at the meeting. The respondent may have a representative of the administration at this meeting. Both parties will make an earnest effort to settle complaints in this manner.

3.3 Formal Level of Grievance

- 3.3.1 Level I:
Within ten (10) days of the informal conference if the grievance is still not resolved, the grievant may present his/her grievance in writing on the grievance form, attached as

Appendix F to the respondent. Once signed, copies shall be given to the grievant, the respondent, and CHI/CTA/NEA.

This statement shall be a clear, concise statement of the circumstances giving rise to the grievance, citation of the specific article, section, and paragraph of the Agreement that is alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought. The respondent shall communicate his/her decision with the rationale for the decision to the grievant in writing within ten (10) days after receiving the written grievance.

3.3.2 Level II:

If the grievant is not satisfied with the decision at Level I, he/she may, within ten (10) days of receipt of the Level I decision, appeal the decision to Level II on the grievance form, attached as Appendix F to the Associate Vice President, Human Resources. This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal. A copy of the appeal and supporting documents shall be sent to CHI/CTA/NEA.

When the Associate Vice President, Human Resources receives the appeal, he/she shall arrange a mutually convenient meeting time within five (5) days with the grievant to discuss the matter and attempt to resolve the complaint. If the grievant desires, he/she may have a CHI/CTA/NEA representative present to assist. CHI/CTA/NEA shall be notified and have the right to consult with the grievant and to be present at the meeting.

Within ten (10) days of the Level II meeting, the Associate Vice President, Human Resources shall communicate a written response to the grievant and the CHI/CTA/NEA representative, if any. Such response will terminate Level II.

3.3.3 Level III: (MEDIATION): If the grievant is not satisfied with the decision at Level II, he/she may, within ten (10) days request that CHI/CTA/NEA submit the grievance to mediation. The decision to move a grievance forward to mediation belongs exclusively to CHI/CTA/NEA. Within ten (10) days of receiving the request, CHI/CTA/NEA shall submit a written request to the Vice President, Human Resources. The request must include a copy of the original grievance and appeals, the decisions rendered, and a clear, concise statement of the reason(s) for the appeal. Within ten (10) days the parties shall meet to agree on the selection of a mediator. If after ten (10) days the parties are unable to agree on the selection of a mediator, the parties shall within ten (10) days mutually submit to the California State Mediation and Conciliation Service a request for the immediate services of a mediator.

- a) The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process.
- b) If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement of the resolution to that effect, and thus waive the right of either party to further appeal of the grievance.

3.3.4 Level IV: (Binding Arbitration):

If the grievant is not satisfied with the outcome at Level III, Mediation, the grievant may, within ten (10) days of the outcome of mediation, submit a request in writing

to CHI/CTA/NEA for arbitration of the dispute. Within ten (10) days of the grievant's request for arbitration, CHI/CTA/NEA shall inform the District of its intent as to whether or not the grievance will be arbitrated. At that point, the District and CHI/CTA/NEA shall request that the California State Mediation and Conciliation Service supply a list of five (5) names of persons experienced in handling grievances in community colleges. Each party shall alternately strike a name until only one name remains. The order of the striking shall be determined by lot. The remaining person on the list shall be the arbitrator.

The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue submitted. If either party so requests, the arbitrator shall specifically rule upon the arbitrability of issues. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue to be arbitrated by referring to the written grievance.

The District and CHI/CTA/NEA agree that the jurisdiction and authority of the arbitrator and the decision rendered by the arbitrator will be confined exclusively to the interpretation of the express provision or provisions of this Agreement that are at issue. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement.

A hearing shall take place at which both parties shall have an opportunity to present their case orally, and separately, to the arbitrator. Written arguments may also be submitted. The arbitrator shall submit in writing to both parties his/her findings and decision, which shall be binding on the parties.

The fees and expenses of the arbitrator shall be shared equally by the District and CHI/CTA/NEA. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

3.4 Miscellaneous

- 3.4.1 A member of the bargaining unit who is designated by the grievant may serve as a representative for the grievant at any level of the grievance without loss of salary.
- 3.4.2 CHI/CTA/NEA shall receive a copy of all documents, grievances, and appeals at the formal levels.
- 3.4.3 CHI/CTA/NEA shall have the right to consult with and/or represent the grievant at any level of the grievance process.
- 3.4.4 Time limits may be modified by mutual agreement.
- 3.4.5 Failure of the grievant to adhere to time limits set forth herein shall render any grievance null and void. Failure of the District to adhere to time limits set forth herein shall allow the grievant to appeal to the next level.
- 3.4.6 No reprisals of any kind will be taken by the District against any unit member by reason of the member's participation in the grievance process.

ARTICLE 4 LEAVES

It is the responsibility of each unit member to notify the appropriate administrative office of any and all absences from his/her assignment.

4.1 Sick Leave

- 4.1.1 Every unit member shall be granted one (1) hour of sick leave at full pay for every eighteen (18) hours of paid service, excluding stipends. Unused sick leave shall be accumulated from year to year. Unit members on sick leave in excess of ten (10) consecutive days (not including personal necessity days) prior to returning to work and after obtaining clearance from the unit member's physician, may be required to secure medical clearance from a District-designated physician. The cost of the District- designated physician, if any, shall be borne by the District.
- 4.1.2 Sick leave may be used for any of the following purposes: (1) illness or injury of the unit member; (2) the unit member's presence is needed to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, a unit member or a unit member's family member; or (3) a unit member is a victim of domestic violence, sexual assault or stalking and the unit member uses the leave time for the purposes described in Labor Code section 230(c) and 230.1.(a). For purposes of this Section "family member" means child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling as those terms are defined by Labor Code section 245.5.(c).
- 4.1.3 If a unit member separates from the District and is rehired within one year from the date of separation, previously accrued and unused paid sick days shall be reinstated to the extent required by law. The unit member will also be entitled to use those previously accrued and unused paid sick days and to accrue additional paid sick days upon rehiring, to the extent required by law.

4.2 Statutory (Extended Illness) Leave

A unit member who is absent from duty because of personal illness and who has exhausted his/her current and cumulative sick leave is eligible for partial payment of his/her regular salary for a period not to exceed one hundred (100) consecutive working days (5 months) for each particular illness or injury at a rate of 50% of his/her regular salary.

4.3 Pregnancy and Maternity Leave

- 4.3.1 **Optional Unpaid Portion:** The District may, upon application and approval, grant an unpaid pre-childbirth leave of absence to a pregnant unit member prior to the time of qualifying for sick leave benefits.
- 4.3.2 **Utilization of Sick Leave:** During that period of time in which the unit member is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, as certified by her physician, she

shall be permitted to utilize her accrued sick leave pursuant to Section 4.1 of this Article.

4.4 Parental Leave

A unit member who is a natural or adopting parent shall be entitled to ten (10) days per paid leave, deducted from sick leave, for the purpose of caring for the needs of the child.

4.5 Personal Necessity Leaves

All unit members may use their accumulated sick leave, not to exceed seven (7) days per fiscal year, for this leave. Personal Necessity leave shall be granted for any of the following situations:

- 4.5.1 Death of a member of the immediate family (immediate family defined in Section 4.7 of this Article) when the bereavement leave granted under this Article has been exhausted.
- 4.5.2 Accident involving the unit member's person or property, or the person or property of a member of the immediate family, as defined in Section 4.7 of this Article.
- 4.5.3 Appearance as a witness under official order. Each date of necessary attendance under such an order, other than the date specified in a subpoena, shall be certified by the clerk or other authorized officer of a court or governmental jurisdiction. Although the unit member shall be paid by the District during his/her appearance as a witness, any witness fees collected by the unit member shall be remitted to the District. Unit members may accept payments made by the court for mileage. This section does not apply to professional witnesses.
- 4.5.4 Illness in the immediate family of the unit member, as defined in Section 4.7 of this Article.
- 4.5.5 Home protection in the event of a natural catastrophe such as severe storm, fire or earthquake.
- 4.5.6 For reasons of compelling personal importance (as per the Education Code, section 87781.5). The unit member must provide twenty-four (24) hours advance notice of the intention to use this provision.

4.6 Imminent Death Leave

Every unit member shall be entitled to two (2) days (noncumulative) imminent death leave per fiscal year at full pay (not to be deducted from sick leave). This type of leave shall be authorized in case of accident or critical illness with death imminent for a member of the immediate family (immediate family defined in Section 4.7 of this Article).

4.7 Bereavement Leave

Every unit member shall be entitled to leave of absence for each occurrence of death of any member of the immediate family. "Immediate family" means mother, father, grandmother, or grandfather of the unit member or the spouse/partner of the unit member, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law or grandchild of the unit member, or any person living in the immediate household of the unit

member. This leave shall be paid and shall not be deducted from sick leave. The time allowed for bereavement leave shall be one hour for each hour of the current assignment. Bereavement leave must be taken within seven (7) calendar days of the death and is not cumulative.

4.8 Industrial Accident and Illness Leave

Unit members who are absent from duty because of industrial injury or illness shall be allowed, for each injury or illness, full salary (or the minimum temporary disability rate prescribed by Labor Code section 4453, whichever is greater) from the first day of absence to and including the last day of absence for the illness or injury, not to exceed sixty (60) consecutive working days paid leave in any one fiscal year. Allowable leave under this section shall not be accumulated from year to year. Additional paid leave time beyond the sixty (60) day limit may be granted at the discretion of the Board.

4.9 Jury Leave

The District agrees to grant to unit members called for jury duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty during the unit member's scheduled working hours. Unit members called for jury duty must notify the District of service date(s) upon receiving said notice from officers of the court. The District shall pay the unit member the difference, if any, between the unit member's regular rate of pay and the amount received for jury duty, less meals, travel and parking allowances. Unit members are required to return to work during any day in which they do not have to report to court.

4.10 Leave Without Pay

Leaves of absence without pay may be granted to unit members for recuperation, rest and travel, family leave (Family and Medical Leave Act), military service (short-term military leave [Education Code section 87832], with proper verification, is with pay), and such other reasons as are deemed sufficiently important by the Board.

4.11 Professional Conference Leave

4.11.1 Definition: A professional conference is defined as a national, regional, state, or sectional meeting whose principal business is either community college instruction and/or support or the advancement of the discipline normally taught by the unit member as part of the college curriculum. Not included in the above definition are:

- a) Meetings where participants receive college credit.
- b) Meetings that pay a salary or honorarium to participants.
- c) Meetings which are promotional, lobbying or legislative in orientation.
- d) Special interest meeting outside the scope of the definition.
- e) Meetings of professional organizations whose interests are outside the scope of the unit member's normal work assignment.

4.11.2 A unit member with the approval of a student services dean, or upon the recommendation by the department head and appropriate instructional dean may be granted paid leave for the purpose of attending professional conferences. Requests for this leave shall be processed by the District in a timely manner.

4.12 Miscellaneous

4.12.1 At the expiration of a paid leave of absence, or an unpaid leave of absence which occurs during the term of assignment, the unit member shall, unless he/she agrees otherwise, be reinstated in the assignment held at the time of the granting of the leave of absence.

4.12.2 Salary Step Increments: Employees on paid leave shall have their leave time count as time served for purposes of salary step advancement. Unit members on unpaid leaves shall not have their leave time count as time served for purposes of salary step advancement.

4.12.3 Pursuant to Education Code section 87775, the District and Board shall be freed from any liability for payment of any compensation or damages provided by law for the death or injury of any unit member when the death or injury occurs while the unit member is on any leave of absence granted pursuant to this Article.

**ARTICLE 5
PERSONNEL FILES**

- 5.1** "Personnel files" means all records contained in the unit member's official District electronic personnel file. There shall be only one official personnel file for each unit member, it shall be located in the Human Resources Office. No action may be taken against a unit member on the basis of material other than that contained in the official personnel file.
- 5.2** Personnel files shall be kept in confidence and shall be available for inspection (except for material exempted by statute) only by the unit member, a representative of the Association (with the unit member's written authorization), the Superintendent-President, the Vice President, Human Resources, and line administrators of the District when actually necessary in the proper administration of the District's affairs or the supervision of a unit member. The unit member shall be notified within two (2) working days when a line administrator has been granted access to his/her file. Material exempted by statute from inspection include ratings, reports, or records which: (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.
- 5.3** If access to, or copies of, personnel file data or any other employee records are granted to any other persons through legal process, the unit member shall be so notified within two (2) working days after District compliance with the legal process.
- 5.4** Any unsolicited material from outside of the unit member's line of supervision must be approved by the unit member prior to the time of insertion in the personnel file.
- 5.5** In the case of derogatory materials related to a unit member's assigned duties or professional responsibilities, such material shall not be entered in a unit member's personnel file unless and until the unit member is given notice and an opportunity within fifteen (15) working days excluding leaves, holidays, or recess days to review, comment, and to have such comments attached to the material in question.
- 5.6** A unit member shall have the right to submit materials for placement in his/her personnel file if it is determined that the material is pertinent to his/her employment status. In the case of bulky items such as manuscripts or books, only a reference shall be placed in the file.

ARTICLE 6 EVALUATION

6.1 Under the direction of the appropriate Dean/Director, the Department Head shall be responsible for implementing the provisions of this Article.

6.2 The purpose of evaluation is to provide an ongoing process by which part-time faculty receive communication regarding their skills as educators and to meet the legal requirements of the Education Code for the evaluation of part-time faculty.

6.2.1 The evaluation system is based on the assumption that the evaluatee is a professional, competent person. It is intended to ensure the professional competency of the faculty.

6.2.2 The evaluation standards should be considered as guidelines for the process rather than an absolute measuring device.

6.2.3 Evaluators are expected to evaluate each part-time faculty member's qualifications as a whole, to exercise their best professional judgment in preparing their reports, and present reports to the District and the evaluatee that are of value.

6.3 Frequency of Evaluation

6.3.1 Evaluation of part-time faculty shall be conducted within the first semester of employment. Thereafter, an evaluation may take place as frequently as deemed necessary, but shall be at least once every six (6) regular semesters or three (3) years, whichever comes first. Hourly faculty teaching only in the summer will be evaluated during the summer.

6.3.2 If an evaluatee does not have an assignment in the semester that he/she is scheduled for an evaluation, the evaluation will occur in the next semester in which the evaluatee has an assignment.

6.3.3 The Human Resources Office will produce the evaluatee evaluation schedule each semester by the end of the second week of each semester.

6.3.4 If an evaluatee is providing service in a non-teaching position, the evaluatee shall be evaluated using the same professional competencies, responsibilities, and activities which may be modified by mutual agreement between the evaluatee and the department to which he/she is assigned.

6.4 Evaluation Process

6.4.1 Selection of Evaluators:

a) The Department Head shall select a full-time faculty member to be the evaluator if the Department Head is not conducting the evaluation.

b) No one involved in the direct evaluation of the evaluatee shall be a close relative of the evaluatee (e.g., spouse/partner, son, son-in-law, daughter, daughter-in-law, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister,

sister-in-law, grandmother, grandmother-in-law, grandfather, grandfather-in-law, grandchild of the employee, or any person living in the immediate household of the employee).

- c) If the Department Head is a close relative of the evaluatee, the appropriate dean will assume the Department Head's role in the evaluation process. If the Dean is a close relative of the evaluatee, the appropriate vice president will name another administrator to assume the Dean's role.

6.4.2 Pre-Observation Meeting

- a) The evaluator and evaluatee will have an initial meeting to discuss the specifics of the evaluation process and establish a timeline for all meetings, the classroom observation, and completion of the evaluation process. The initial meeting between the evaluator and evaluatee shall occur at least two (2) days prior to the classroom observation.
- b) Review of the following materials shall occur during the initial meeting between the evaluator and evaluatee: course(s) syllabi, and instructional materials used in the course, timely and accurate submission of all required college documents, including attendance and grade reports.
- c) The classroom observation must be completed by the twelfth (12th) week of the semester. For 8-week and 12-week semesters, the classroom observation must be completed within the first three-quarters of the semester.

6.4.3 Self-Evaluation

- a) The employee shall complete the self-evaluation form, attached as Appendix D, to be submitted and discussed at the post-observation meeting between the evaluator and evaluatee.
- b) All evaluatees shall acknowledge, in their self-evaluation form, how they have participated in the assessment of Student Learning Outcomes and how they have used these results.
- c) The self-evaluation form shall be submitted to the evaluator at least 10 days prior to the Post-Observation meeting.

6.4.4 Student Evaluations

Student evaluations shall be distributed to the students in the evaluatee's class. Distribution, collection, and return of the student evaluations to the evaluatee's department office may be by either the evaluator or designee, or a student in the evaluatee's class. Student evaluation packets shall include all instructions for distribution, collection, and return of the student evaluations to the evaluatee's department office as well as instructions to ensure the anonymity of the students completing the evaluations is protected. The Student Evaluation ratings shall be forwarded to the evaluatee with sufficient time to review prior to completing their self-evaluation. The evaluator shall review the student evaluations prior to completing the Part-Time Faculty Evaluation form.

6.4.5 Department Head and/or Dean Review

Prior to the post-observation meeting, the evaluator shall discuss the evaluation with the Department Head. If the evaluator is the Department Head, then the Department Head shall discuss the evaluation with the appropriate Dean. At that time, the evaluator shall review the information relevant to the evaluatee's compliance with the professional standards listed on the Part-Time Faculty Evaluation form, Appendix B. The evaluator and Department Head (or Dean, in the event the Department Head is the evaluator) shall jointly agree on and assign a final evaluation rating of either "satisfactory", "needs to improve", or "unsatisfactory". Once complete, the evaluation shall be forwarded to the Dean for his/her review and signature prior to conducting the post-observation meeting.

6.4.6 Post-Observation Meeting

- a) The evaluator shall meet with the evaluatee to discuss the results of the evaluation. This meeting shall occur prior to the start of final exam week per the academic year calendar.
- b) The post-observation meeting shall include review and a copy of the following materials: results of student evaluations, self-evaluation, and the completed Part-Time Faculty Evaluation form. Student evaluation written comments shall be made available to the evaluatee following submission of final grades.
- c) The evaluator shall provide a copy of the completed Part-Time Faculty Evaluation form to the evaluatee at the conclusion of the meeting.
- d) The evaluator shall forward the original of the completed Part-Time Faculty Evaluation form, signed by the evaluator, reviewer, and evaluatee to the appropriate Dean within five (5) working days of the post-observation meeting between the evaluator and the evaluatee.

Signature by the evaluatee on the evaluation form is an acknowledgement of receipt of the evaluation only, not an indication of agreement with the evaluation comments.

- e) If the evaluatee receives a "needs to improve" evaluation, and the District chooses to retain them for future employment, then he/she shall be re-evaluated in the subsequent semester of employment. A person who receives an "unsatisfactory" evaluation is no longer eligible for future employment.
- f) The Dean shall forward the original of the completed Part-Time Faculty Evaluation form to Human Resources at least (5) working days before the end of the semester in which the evaluation is conducted.

6.5 Appeal Process

- 6.5.1 A Part-Time Faculty member who disagrees with the evaluation may file a written appeal to the appropriate Vice President within ten (10) working days following the post-observation meeting.

- 6.5.2 The Vice President shall make a final determination in writing.
- 6.5.3 The written appeal and final determination by the Vice President shall be attached to the evaluation for inclusion in the part-time faculty's personnel file.

6.6 General Provisions

- 6.6.1 All information gathered during the evaluation process shall be confidential.
- 6.6.2 The evaluation shall cover the period of time since the last evaluation.
- 6.6.3 A unit member who is evaluated according to the provisions of this Article shall receive one (1) hour of pay as compensation for time required beyond his/her regular assignment to participate in this evaluation process.
- 6.6.4 All original documents will be placed in the part-time faculty member's personnel file in Human Resources.

ARTICLE 7 HOURS OF EMPLOYMENT/SERVICE LOAD

7.1 Days or Hours to Be Arranged (TBA/DHR)

Instructors assigned to a class, other than work experience, learning centers, and independent study, where some or all of the days or hours are “to be arranged” shall arrange such days or hours as soon as possible after the beginning of the course, but not later than the end of the first fifteen percent (15%) of the class meetings. Once the hours are established, students shall be notified of their individual days or hours and these days or hours shall be reported to the appropriate instructional dean for inclusion on the instructor’s load sheet and the revised load sheet.

The instructor assigned to the class must be present with the students during the “arranged” hours since instructors are responsible for ensuring that students are under their immediate supervision and control as prescribed by California Education Code.

7.2 Course Syllabus

Unit members shall publish and keep on file in the division office a course information sheet (syllabus) for each course for each semester and distribute copies to the students no later than the end of the second week of the assignment. The syllabus must contain grading standards for the class, a description by which the course is to be taught (lecture, laboratory, outside assignments, etc.), Student Learning Outcomes from official course outline, and attendance requirements. Other recommended items are: examination dates, text assignments, and an outline of topics to be covered in the course.

7.3 Student Learning Outcomes Assessment

Part-time faculty members shall provide Student Learning Outcomes (SLOs) assessment data to their Department Head and/or Dean when such information has been requested by the department/program. When deemed necessary, the Department Head shall consult with their respective part-time faculty to ascertain processes to participate in the assessment, analysis and action related to the SLOs for the courses they teach.

7.4 Load in Large Lecture Classes

7.4.1 A unit member assigned to a class with an enrollment of one hundred seventy percent (170%) of the class size maximum at census day will receive one and one-half (1-1/2) times the usual teaching units for the class (double size class).

7.4.2 A unit member assigned to a class with an enrollment of 240% of the class size at census day maximum will receive two (2) times the usual teaching units for the class (triple size class). The decision to implement the provisions of this section must be approved by the appropriate instructional Dean or Student Services Dean based upon a recommendation of the Department Head in consultation with the unit member involved.

7.4.3 Large lecture classes will be held only in locations that meet health and safety requirements for the number of students enrolled in the class.

7.5 Online Teaching Assignment

In order to be approved for an online teaching assignment, a bargaining unit member must complete the District's online teaching certification or present documented completion of an online teaching certification from another institution to the office of Online Learning and Educational Technology.

ARTICLE 8
ASSIGNMENT RIGHTS AND RE-EMPLOYMENT PREFERENCE

8.1 Bargaining Unit Member Qualifications

Every bargaining unit member must meet the minimum qualifications for the discipline to which he/she is assigned as approved by the California Community College Board of Governors.

8.2 Re-Employment Preference

8.2.1 A bargaining unit member who has taught at least one (1) class or received an assignment of at least fifty-four hours in an academic year, for two (2) consecutive academic years, and received a "satisfactory" rating on his/her most recent evaluation shall receive re-employment preference, subject to the procedures specified below. A unit member who receives less than a "satisfactory" evaluation shall not be eligible for re-employment preference. Evaluation shall be subject to Article 6 of this Agreement.

8.2.2 Re-employment preference shall be determined by the date of hire as a part-time faculty member in the department or similar unit, not prior service with the District as full-time faculty, administrators, or classified personnel. If two or more unit members have the same hire date, seniority placement will be determined by total number of courses taught since Academic Year 2003.

8.2.3 A unit member may lose his/her seniority hire date and eligibility for re-employment preference if: (a) a unit member is not employed for two (2) consecutive academic years; or (b) a unit member receives less than a satisfactory evaluation. Subsequent re-employment preference shall be subject to the eligibility requirements outlined in 8.2.1 above. If rehired, his/her new hire date will be his/her seniority date.

8.2.4 All bargaining unit members eligible for re-employment preference in a given department or similar unit will be ranked in order of their hire date.

8.2.5 Assignment Procedure:

- a) Unit members shall complete an Adjunct Assignment Availability and Request Form, (Appendix E), for each semester. Unit members shall be notified of the form due date at least fourteen (14) days prior to the due date.
- b) In order of ranking on the re-employment preference list provided by Human Resources and the Assignment Availability and Request Form submitted by the unit member, the Department Head shall assign unit members, up to sixty-seven percent (67%) of a full-time load. The parties acknowledge

that there may be circumstances where the District, at its discretion, assigns a CHI unit member to an assignment greater than a 67% full-time load.

- c) Re-employment preference shall apply to fall and spring semester assignments only.

8.3 Re-employment preference and assignment order shall apply to the assignment of part-time faculty only and is subject to the following exceptions, as determined by the District:

8.3.1 The hiring of additional full-time faculty requiring a reduction in the number of available classes or hours to part-time faculty;

8.3.2 The need to fill the contract and/or over load for a full-time faculty member;

8.3.3 The need to fill a load for a retired District full-time faculty member in accordance with the LBCCFA Collective Bargaining Agreement.

8.4 Part-time faculty assignments may be made on a conditional basis relating to enrollment and budget considerations consistent with current policies and procedures, with the understanding that changes may be made to the assignment before or after the start of the semester. When and if changes are made to an assignment, the following shall apply:

8.4.1 If an assignment is canceled before the start of the semester an alternate work assignment may be offered, if available.

8.4.2 Nothing in this provision shall entitle a bargaining unit member to an alternative assignment or bumping rights.

8.4.3 The parties acknowledge that from time to time, there may be a new position, area of need, or course that requires additional qualifications, expertise, or specialization. In these instances, the District may consider the qualifications and any additional information supplied by current part-time faculty prior to hiring external candidates.

8.5 Part-time coaches are excluded from the provisions of this article.

8.6 Notification of Assignment

8.6.1 Bargaining unit members shall be notified in writing of, and accept in writing, whenever possible, a proposed assignment.

8.6.2 Bargaining unit members shall not be scheduled for classes without their agreement.

- 8.6.3 Bargaining unit members shall inform their Department Head, as early as possible, if they will be unable to accept a proposed assignment.
- 8.6.4 The Department Head shall notify the bargaining unit member in writing, whenever possible, when there is a change of assignment, loss of existing assignment, or lack of any assignment. The bargaining unit member may request a meeting with the Department Head and/or the appropriate Dean to discuss the change of assignment, loss of existing assignment, or lack of any assignment. Bargaining unit members shall be subject to such assignments or change in assignment in the best interests of the District, with the understanding that such assignments shall not be punitive.
- 8.6.5 Bargaining unit members shall receive written confirmation of their assignment as approved by the Dean. Whenever possible, notification shall be made at least six (6) weeks prior to the beginning of the assignment.
- 8.6.6 Inability to take an assignment already agreed to shall not entitle the bargaining unit member to an alternative assignment.

8.7 Leaves of Absence

A bargaining unit member who is granted a leave under Article 4 shall maintain all rights provided for under this Article in the same manner as if that employee had worked in his/her similar assignment rather than taking a leave.

8.8 Summer and/or Winter Assignments

If a Summer or Winter schedule of classes is offered, and where the number of available classes is limited, Department Heads shall make every effort to rotate Summer and/or Winter assignments among all bargaining unit members wishing to work and deemed eligible for assignment to available classes.

8.9 Appeals

Bargaining unit members shall have the right to appeal the application of the provisions of this Article (informal grievance process) to the appropriate Department Head. If this situation remains unresolved, the bargaining unit member may proceed to a formal grievance Level I (see Article 3).

- 8.10** The parties agree the purpose of re-employment preference and assignment order procedures is to create greater job stability among the part-time faculty workforce at LBCC. The parties agree to jointly monitor the application of the re-employment preference and assignment order procedure.

**ARTICLE 9
WORKING CONDITIONS**

- 9.1** Each department will provide office space, whenever possible, at the appropriate campus or campuses for the CHI unit members assigned to that department. Office space that has been designated for use by CHI unit members will be made available during all hours of instruction.
- 9.2** Each department office will maintain references and resources for the CHI unit members, which shall include but not be limited to the following: District Policies and Administrative Regulations Manual, current College Catalog, current Schedule of Classes, personnel-related forms, and campus safety and security protocols.
- 9.3** The District shall offer a part-time faculty orientation training once per academic year on a date to be mutually agreed to by the District and CHI. Such orientation training will be scheduled no more than one week prior to the start of the academic year and will be organized and presented by the District. Compensation will be limited to no more than three (3) hours at Schedule 5 at Column B, Step 1. The Association shall be provided at least thirty (30) minutes during the orientation training to meet with bargaining unit members regarding association business. To be eligible for compensation, the unit member must have a current part-time faculty assignment for the term in which the orientation training is held. Faculty must be signed in on the designated sign-in sheet for the training in order to receive compensation. Any faculty member who fails to sign-in will not be compensated for the training.
- 9.4** The District shall make available to all new CHI unit members, a copy of the current Collective Bargaining Agreement, Faculty Handbook and Faculty Survival Guide, or their successor documents, as well as any necessary supplemental material regarding District services and resources available to CHI unit members. This includes a reference/resource sheet on how to access these resources via the District intranet and how to contact the CHI President.
- 9.5** CHI unit members shall have access to instructional equipment, duplicating services, and supplies equal to that of any other faculty member. Where office space and resources have been made available, such equipment will be consistently maintained in good working order by the District. CHI unit members shall be required to keep areas designated for their use neat, clean, and in compliance with health and safety standards.
- 9.6** Business Cards: The District will provide business cards after the part-time unit member's initial favorable evaluation, and upon assignment to a second semester, at the request of the part-time faculty unit member. Requests will be made through the Instructional Dean.
- 9.7** The District shall provide CHI unit members with information regarding conference and staff development opportunities.
- 9.8** The District shall notify all CHI unit members of full-time academic employment opportunities with the District.
- 9.9** The District shall include CHI unit members in the planning and development of flex-day staff development activities if a flex calendar is adopted by the College.

9.10 Communication Systems

The District shall provide each CHI unit member with an email address with the District. The District shall regularly notify part-time faculty with instructions regarding how to forward communications from an LBCC email address to a personal email address. The unit member shall regularly access their LBCC email account for the purpose of maintaining currency on all District communications.

ARTICLE 10
ASSIGNED TIME FOR SPECIALLY FUNDED PROJECTS

- 10.1** CHI unit members may be given a paid assignment to serve as coordinator for specially funded projects under the direction of the appropriate department head or instructional dean. If an hourly instructor initiates and participates in the development of a grant proposal that is funded, he/she shall have the first right of refusal for an employment assignment on that project.

ARTICLE 11
SALARY

SALARY NARRATIVE (SCHEDULE 4 and 5)

11.1 Column Placement

- 11.1.1 Only units and degrees earned from an institution accredited by the Middle States Association of Colleges and Schools, the North Central Association of Colleges and Schools, the Southern Association of Colleges and Schools, the New England Association of Schools and Colleges, the Northwest Association of Schools and Colleges, the Western Association of Schools and Colleges, or units and degrees from a State Bar accredited law school will be accepted for placement credit in Columns B and C of the salary schedule. Acceptance of units and degrees from foreign institutions are subject to a determination of equivalency by a credentials evaluation service jointly designated by the District and CHI/CTA/NEA. All costs associated with this evaluation shall be borne by the unit member.
- 11.1.2 Placement on Column A is granted to all persons who do not qualify for salary placement under 11.1.3. below.
- 11.1.3 Placement on Column B is dependent on possession of a Master's degree or any State Department of Education full-time, life, vocational credential valid for teaching in a California Community College, or a California Community College instructor credential, life, for teaching in a vocational subject.
- 11.1.4 Placement on Column C is dependent on: (a) verification of twenty-four (24) semester hours of upper division or graduate work beyond the Master's degree or fifty-four (54) semester hours of upper division or graduate work beyond the Bachelor's degree.
- 11.1.5 Advancement on the salary schedule will be effective on the first day of the semester (including summer session) following the conferral of the degree.
- 11.1.6 It is the employee's responsibility to submit transcripts verifying advanced work. No change in salary placement will be made unless official transcripts are presented to the Office of Human Resources within eight (8) weeks of the beginning of the semester or summer session.

11.2 Salary Increments

No placement credit for hourly teaching experience outside of the District is granted on Schedule 4 or Schedule 5. A unit member who had prior service in the District as an hourly instructor shall retain that service credit. Step placement shall be based solely upon years of service in an hourly capacity and shall not include service in a contract, substitute, or voluntary assignment. Step placement shall be granted when a unit member starts and completes one course of at least eighteen (18) clock hours each Fall and Spring semester.

11.3 Compensation for College Flex Days

- 11.3.1 A unit member who is normally assigned to work on a flex day shall be paid for each hour he/she participates in a flex activity not to exceed the amount of hours he/she was originally scheduled to work.
- 11.3.2 A unit member who is not normally assigned to work on a flex day will be compensated for participating in one on campus flex activity not to exceed one hour of pay per Academic Year at his/her current rate of pay. A unit member may, however, voluntarily choose to participate in a flex activity.
- 11.3.3 A unit member due compensation shall receive his/her hourly pay rate for flex activity once the required flex report forms have been received within the specified deadline within that semester. No compensation will be given for flex activity without the required forms, or for forms submitted beyond the specified deadline.
- 11.3.4 If a unit member is normally assigned to work on a flex day and does not participate in a flex activity due to illness, the unit member's sick leave balance will be reduced by the total amount of hours he/she was scheduled to work. If a unit member does not have accrued sick leave hours or does not choose to participate in a flex activity their timecard will reflect "leave without pay" for the hours they were originally scheduled to work. Personal necessity leave shall be granted for situations as referenced in Article 4.5.

11.4 Enhanced Non-Credit Courses

Enhanced non-credit courses, as identified by Academic Services, are those courses which the District receives the same apportionment dollars as a credit course. Effective the start of the Fall 2017 semester, bargaining unit members assigned enhanced non-credit courses will be paid on Salary Schedule 4 for teaching these courses. Payment for enhanced non-credit courses on Salary Schedule 4 is contingent on continued funding at the enhanced level. All non-credit courses not considered enhanced shall be paid on Salary Schedule 5.

11.5 Pay in Equal Installments

The District shall compensate unit members in equal installments for work performed each semester. This provision shall not apply to intersessions.

11.6 Stipends for Service on Committees

Stipends shall be paid to CHI unit members serving on District committees established in accordance with Article 2.7. Membership for committees established by the Academic Senate shall be in accordance with Senate criteria and accepted by the District. The amount of each stipend is meant to reflect the activities, responsibilities and time spent serving as the CHI representative. The stipends shall be paid in a lump sum each semester based upon verification submitted by the CHI President that the unit member(s) has actually served. If the CHI member is unable to fulfill the length of time of the appointment, the stipend shall be prorated. If a review of the value of the stipend is necessary, the Contract Administration Committee (Article 16.1) shall initiate the review. Stipends are enumerated in Salary Schedule 7.

11.7 Pay for Cancelled Classes

If a class is cancelled after the start of the semester the CHI unit member shall be paid for the portion of the academic term worked prior to the cancellation or the equivalent of fifteen percent (15%) pay for the class, whichever is greater; or provided an alternate work assignment for the remainder of the semester, if available.

11.8 Additional Compensation Paid to Academic Employees Based on Additional Time and/or Responsibility

CHI unit members will be paid for the contractual stipend assignments which are listed on Schedule 7 of the CHI/CTA/NEA collective bargaining agreement.

ARTICLE 12
SOCIAL SECURITY AND ALTERNATIVE RETIREMENT PLAN

- 12.1** The District and CHI/CTA/NEA agree to enroll all eligible unit members in the Accumulation Program for Part-Time and Limited Term Employees (APPLE) as an alternative to participation in Social Security. Unit members who are members of the State Teachers Retirement System shall be exempt from this requirement. The District shall deduct seven and one-half percent (7.5%) of each eligible unit member's wages, each pay period for the Fall and Spring semesters, and shall forward these contributions on behalf of the unit member to APPLE. Unit members employed during the Summer Session shall be subject to Social Security contributions for those earnings. The District agrees to pay all of the administrative costs associated with this program.

**ARTICLE 13
REOPENERS**

- 13.1** Contract – 3-year term (July 1, 2019 – June 30, 2022)
- 13.2** There shall be one (1) fiscal reopener and two (2) non-fiscal reopeners in each of the fiscal years 2020-21 and 2021-22 (CHI and District).

ARTICLE 14
CONTINUATION OF POLICIES AND PROCEDURES

- 14.1** Except as otherwise provided in this Agreement, the terms and provisions of the current administrative policies and regulations relevant to scope issues shall remain in effect during the term of this contract but may be negotiated by mutual agreement between the parties.
- 14.2** In those instances where past departmental or institutional practices or procedures are in conflict with this contract, this contract shall prevail.
- 14.3** Unless otherwise provided in this Agreement, nothing contained herein shall eliminate or reduce any established departmental practices or procedures existing prior to the contract effective date. In the event a problem arises involving any previously established departmental practice or procedure not contained in this Agreement, the issue shall be resolved by the Contract Administrative Committee (see Article 16), if possible, or deferred until the next negotiations.

ARTICLE 15
SCOPE AND WAIVER CLAUSE

- 15.1** This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous Agreements, both written and oral. This Agreement may be altered only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

ARTICLE 16
CONTRACT ADMINISTRATION COMMITTEE

- 16.1** This article establishes a Contract Administration Committee for the purpose of administering this Agreement composed of a District Vice President, the District Chief Negotiator, the CHI/CTA/NEA President or designee, and the CHI/CTA/NEA Chief Negotiator. The titles used relate to those individuals who by designation of the District or CHI/CTA/NEA are fulfilling all the normal duties of their respective positions. Advisors may be called as required but are excluded from voting and deliberation.

The committee will meet on an as-needed basis by request of either the District or CHI/CTA/NEA. Action minutes will be kept as a record of each meeting. Applicable decisions reached by this group will be recorded and distributed by the parties to the District and CHI/CTA/NEA. The committee's decisions shall be binding as though part of this Agreement. All decisions shall be by unanimous vote. In the absence of one of the committee members, any decisions shall be held in abeyance until the full committee is able to meet.

- 16.2** Neither the District nor CHI/CTA/NEA waive any rights included in other articles by participation in this procedure.

**ARTICLE 17
DURATION OF AGREEMENT**

This Agreement shall become effective on July 1, 2019 and shall continue in effect to and including June 30, 2022 and shall automatically remain in effect for each succeeding twelve (12) months or until completion of a binding written agreement by the parties which shall supersede this Agreement.

This Agreement signed and entered into this February 26, 2020 between the Board of Trustees of the Long Beach Community College District and the CHI/CTA/NEA.

DISTRICT REPRESENTATIVE



GENE DURAND
Chief Negotiator

CHI/CTA/NEA REPRESENTATIVE



KAREN ROBERTS
Chief Negotiator

APPENDIX A

PART-TIME FACULTY EVALUATION SUMMARY	
Name:	
Last Evaluation date:	
School/Dept.:	
Department Head:	
Dean:	
Evaluator:	

	CHECKLIST	DATE
<input type="checkbox"/>	Notification to Part-Time Faculty to be evaluated	
<input type="checkbox"/>	Pre-Evaluation Conference	
<input type="checkbox"/>	Completed Self-Evaluation	
<input type="checkbox"/>	Evaluation Form	
<input type="checkbox"/>	Student Evaluations distributed	
<input type="checkbox"/>	Student Evaluations Returned	
<input type="checkbox"/>	Classroom Observation	
<input type="checkbox"/>	Final Evaluation Conference	
<input type="checkbox"/>	Materials to Human Resources	

Adjunct Faculty signature _____

Department Head signature _____

Dean signature _____

APPENDIX B



PART-TIME FACULTY EVALUATION

Distribution: Original to Human Resources - Copy to Employee - Copy to Department

PLEASE PRINT OR USE FILLABLE FORMAT

Evaluation Period: _____ Semester / Academic Year

Evaluee: _____ Employee I.D. # _____ Department: _____

This hourly academic employee was evaluated in accordance with the provisions of the CHI Master Agreement and determined to be:

Satisfactory Needs Improvement Unsatisfactory

Comments:

Signature of Evaluator Printed Name Date

Signature of Reviewer Printed Name Date

Signature of Area Dean Printed Name Date

This report has been discussed with me. Signing this form does not necessarily mean that I agree with this performance rating.

Signature of Employee Printed Name Date

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PART-TIME FACULTY EVALUATION

Professional Competence		Satisfactory	Needs Improvement	Unsatisfactory	N/A
1.	Demonstrates professional knowledge in his/her field of preparation/instruction during the performance of assigned duties and presents information clearly and effectively.				
2.	Comes prepared for class or assignment and organizes lessons and activities to meet student needs.				
3.	Supports equity and diversity in their courses and adheres to content and objectives of the Course Outline of Record (COR).				
4.	Exercises prudent, reasonable, and impartial judgement in reaching decisions, resolving problems, and evaluating the work of others.				
Professional Activities		Satisfactory	Needs Improvement	Unsatisfactory	N/A
1.	Maintains currency in the discipline/area of responsibility.				
2.	Accepts differences of opinions and attitudes by peers, students, and administrators as important to an educational institution.				
3.	Evaluates his/her own performance, seeks appropriate assistance when it is needed and accepts constructive suggestions for improvement in the assignment.				
4.	Demonstrates involvement with student learning outcomes assessment, analysis, and taking appropriate action, when necessary.				
5.	Demonstrates regular and effective contact with and between students in online instruction.				

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Evaluee: _____

Department: _____

Evaluation Period: _____

Professional Responsibilities		Satisfactory	Needs Improvement	Unsatisfactory	N/A
1.	Meets promptly and effectively all contractual obligations to the District, including turning in grades, attendance, and other reports on time; develops and distributes a course syllabus no later than the second week of class.				
2.	Encourages the development of an equitable environment in which the dignity and individuality of others are respected.				
3.	Plans and organizes effectively the work involved in the assignment.				
4.	Follows up on responsibilities to students and staff maintaining professional communication and mutual respect.				
5.	Demonstrates the conscientious use, care, and protection of District property, supplies and equipment.				
	TOTALS: <i>If the part-time faculty member also has an athletic coaching assignment, please continue and tabulate all section columns on page 4 under "Coaching Assignment"; if not, please tabulate columns and indicate totals here</i>				

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Evaluate: _____

Department: _____

Evaluation Period: _____

Coaching Assignment (to be completed <u>only</u> if the faculty member's assignment includes coaching)		Satisfactory	Needs Improvement	Unsatisfactory	N/A
1.	Establishes and adheres to a schedule of scrimmages, practices, and competitions; and holds team meetings as needed.				
2.	Submits in a timely manner schedules for practice and competitive events to the dean/athletic director for approval.				
3.	Attends and coaches assigned practices and competitions.				
4.	Creates player development plans.				
5.	Maintains professional conduct in relation to all attendees and participants during competitive events.				
6.	Notifies the appropriate offices when an event has been postponed or cancelled.				
7.	Coordinates transportation, meals, and lodging for the team when necessary.				
8.	Cooperates with the athletics department in maintaining adequate and accurate records.				
9.	Complies with the recruiting guidelines established by the college administration and the California Community College Athletic Association (CCCAA).				
10.	Adheres to the athletic department academic eligibility procedures for student athletes.				
11.	Develops and implements a comprehensive recruiting plan.				
12.	Cooperates with athletic counselor(s) and other appropriate staff in support of the academic success of student athletes.				
13.	Maintains contact with student athletes during the off-season and summer months.				
	TOTALS: <i>If the part-time faculty member has an athletic coaching assignment, please tabulate all section columns (including previous pages) and indicate totals here</i>				

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APPENDIX C

STUDENT EVALUATION OF PART-TIME INSTRUCTOR

DATE _____ COURSE _____

INSTRUCTOR: _____ SECTION NUMBER _____

Please respond honestly to the statements listed below. DO NOT SIGN YOUR NAME.

- | | | | | | | |
|-----|-------------------------------------------------------------------------------------------------------|------------------------------------------|------------------------------------------|------------------------------------------|------------------------------------------|--------------------------|
| 1. | Did your instructor supply you with a syllabus? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | | |
| 2. | When did you receive the syllabus? | 1 st <input type="checkbox"/> | 2 nd <input type="checkbox"/> | 3 rd <input type="checkbox"/> | 4 th <input type="checkbox"/> | meeting or other: _____ |
| | | <u>Very Well</u> | <u>Well</u> | <u>Not Very Well</u> | <u>Never Explained</u> | |
| 3. | How well did your instructor explain how your final grade would be calculated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | | <u>Always</u> | <u>Most Always</u> | <u>Sometimes</u> | <u>Rarely</u> | <u>Never</u> |
| 4. | Did your instructor come to class prepared? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. | Does your instructor start class on time? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. | How often does your instructor present the subject matter clearly? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. | If exams and quizzes were given, were they reflective of the material covered in class? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. | Did you receive feedback for assignments and assessments (i.e. exams and quizzes) in a timely manner? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. | Did your instructor show interest in your success and progress? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. | Did your instructor give more than one explanation of difficult concepts? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Specific comments on the strengths and weaknesses of the instructor:

Specific suggestions on how this course may be improved:

APPENDIX D



SELF-EVALUATION REPORT – PART-TIME FACULTY

PLEASE PRINT OR USE FILLABLE FORMAT

Employee name _____ Department: _____

(CHI Master Agreement, Article 6 - Evaluation)

Professional Competence

1. Discuss how you organize and prepare lessons and activities to ensure that the information presented is clear and effective.

2. Discuss how you support equity and diversity in your classes.

3. Respond to feedback received in student evaluations as follows:

a. Areas of excellence:

b. Areas for improvement:

Professional Activities

1. Discuss how you have maintained currency in your discipline, including any recently attended professional development.

2. Discuss how you have participated in the assessment of student learning outcomes and used these results to change or improve your pedagogy.

3. Share any other information helpful to understanding your performance and efforts taken to improve your teaching.

Professional Responsibilities

1. Share any information you believe would be helpful to understanding your performance and efforts taken to create an environment in which the dignity and individuality of others are respected.

Evaluee Signature

Date

APPENDIX E



PART-TIME FACULTY COLLEGE INSTRUCTOR ASSIGNMENT REQUEST FORM

For your request to be eligible for consideration, this form, properly completed, signed and dated, must be received in the appropriate college division office by the following deadline:

FALL SEMESTER ASSIGNMENT REQUEST: Form must be received by _____

SPRING SEMESTER ASSIGNMENT REQUEST: Form must be received by _____

A SEPARATE REQUEST FORM MUST BE SUBMITTED FOR EACH SEMESTER DURING WHICH ASSIGNMENT IS REQUESTED

NAME: _____ **TELEPHONE:** _____
Last First MI

MAILING ADDRESS: _____ **EMAIL:** _____
Street City Zip

INDICATE THE TERM AND YEAR FOR THIS ASSIGNMENT REQUEST:		INDICATE CAMPUS AND DEPARTMENT:	
<input type="checkbox"/> FALL SEMESTER YEAR: _____	<input type="checkbox"/> SPRING SEMESTER YEAR: _____	<input type="checkbox"/> LAC <input type="checkbox"/> PCC	_____ Specify Department

LIST IN PRIORITY ORDER, BY COURSE NUMBER AND TITLE (e.g., MATH 101), THE COURSES YOU ARE INTERESTED IN TEACHING FOR THE SEMESTER:

You must specify each course you would be willing to assume as an assignment:

1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____

HOW MANY UNITS (FTE) ARE YOU INTERESTED IN TEACHING? _____ *(Maximum Request is 67% FULL TIME EQUIVALENT)*

INDICATE AVAILABILITY DURING THE SEMESTER:								INDICATE OTHER ASSIGNMENTS DURING THE SEMESTER:
DAYS	7-9 AM	9-11 AM	11 AM-1 PM	1-3PM	3-5 PM	5-7 PM	7-10 PM	Will you be employed to perform, or do you expect to be employed to perform <u>any</u> other assignments within the District during the semester? <input type="checkbox"/> NO <input type="checkbox"/> YES If yes, list all other assignments below: _____ _____ _____
MON								
TUE								
WED								
THU								
FRI								
SAT								

I hereby request consideration for assignment as indicated above:

(1) I understand that any employment offered me pursuant to this request is temporary and is subject to the provisions of the collective bargaining agreement between Certificated Hourly Instructor (CHI) and the District AND the District's statutory rights with respect to the employment, retention and termination of temporary faculty pursuant to law.

(2) I understand that my employment pursuant to this request may not exceed, for all assignments within the District, a sixty-seven (67) percent of a fulltime assignment, and the District reserves the right to make and terminate any assignment in a manner that will ensure that my employment does not exceed the equivalent of a sixty-seven (67) percent assignment.

Signature

Date

OFFICE USE ONLY	Date Received: _____	By: _____
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APPENDIX F

CHI (LBCC Part-Time Faculty) Grievance Form

Date _____

Level I or Level II

1. **Date on which informal grievance was first made:** _____

2. **Name of party filing grievance:** _____

3. **Violation/Article No. of Contract:** _____

4. **Name of Party or Parties who will represent Grievant:** _____

5. **A clear, concise statement of the grievance (attach additional sheets if necessary):**

6. **State any specific remedy sought (attach additional sheets if necessary):** _____

Grievant Signature

Job Title/Position

Department/Division

This form shall be used as evidence and will be made available to all parties. It must be signed upon receipt and returned to the Employee/CHI as a receipt. Failure to accomplish this is a procedural violation of the CHI/LBCCD Master Agreement.

Received by respondent (signature) _____ Date _____ Time _____ a.m./p.m.
COPY DISTRIBUTION: _____ Grievant _____ Respondent _____ Personnel _____ CHI-LBCC

**Long Beach Community College District
Temporary Faculty Hourly Pay
Schedule 4
Instructional Faculty and Instructional Specialist**

STEP	COLUMN A Less Than Master's	COLUMN B Master's	COLUMN C Bachelor's + 54 & MA or Master's + 24
1	55.94	59.85	64.06
2	59.85	64.06	68.58
3	64.06	68.58	73.32
4	66.31	70.98	75.89
5	68.63	73.47	78.54
6	71.03	76.04	81.29

Note: Initial placement for faculty is at Step 1, with advancement occurring every two (2) semesters of part-time employment.
Step advancement to Step 4 may not occur until July 1, 2016 after meeting the guidelines provided in Article X.B. in the CBA.
Advancement beyond Step 4 shall be awarded in accordance with current CBA, occurring every two (2) semesters of part-time employment.

**Schedule 5
Non-Instructional and Non-Credit Assignments
For service of counselors, librarians, special projects or assignments, and other non-teaching or non-credit assignments.**

STEP	COLUMN A Less Than Master's	COLUMN B Master's	COLUMN C Bachelor's + 54 & MA or Master's + 24
1	47.57	50.88	54.47
2	50.88	54.47	58.27
3	54.47	58.27	62.34
4	56.37	60.31	64.52
5	58.35	62.42	66.77
6	60.39	64.60	69.11

Note: Initial placement for faculty is at Step 1, with advancement occurring every two (2) semesters of part-time employment.
Step advancement to Step 4 may not occur until July 1, 2016 after meeting the guidelines provided in Article X.B. in the CBA.
Advancement beyond Step 4 shall be awarded in accordance with current CBA, occurring every two (2) semesters of part-time employment.

*\$100.00 per semester stipend for doctoral holders effective July 1, 2016. Employee responsible for notifying Human Resources and providing documentation from an accredited institution.

Effective: 07/01/19 – **2.75% increase**
Adopted: 02/26/20

Adopted: _____

Long Beach Community College District
SALARY – SCHEDULE 6
Faculty
Long-Term Temporary Employees**
(Substitute)

	<u>SCALE A</u> less than Master's Degree	<u>SCALE B</u> Master's Degree	<u>SCALE C</u> Ph.D. or Equivalent
Instructional (177 days)	\$64,190.20	\$67,162.40	\$78,573.70
Non-Instructional (197 days)	\$71,440.82	\$74,751.49	\$87,451.98

**Includes district paid medical benefits for employee only at the lowest cost HMO plan

Education Code Section 87481 and 87482 provides for the use of a temporary position identified by Long Beach City College as a long-term substitute (LTS). An LTS is an instructor who fills in for a regular faculty member who is on an extended leave of absence.

1. A long-term substitute with a 100 percent assignment may teach an hourly overload of up to (9) hours per week. The area dean must approve overload assignments in excess of nine (9) hours per week. The CHI unit member will be paid from Schedule 4 or 5 of the part-time salary schedules.
2. A long-term substitute receives five days sick leave per semester. An LTS is also entitled to bereavement leave in the event that there is a death in the immediate family.
3. Long-term substitute employees will receive district paid medical benefits for themselves only, at the lowest cost HMO plan and in receiving said benefits agrees to pay the employee contribution portion of the benefit plan.
4. An instructor may only be employed as a long-term substitute for two (2) semesters within any period of three (3) consecutive years. An instructor who has been a long term substitute may be used as an hourly substitute within the three-year period, or for part-time assignments that do not exceed 67 percent of the full-time workload.
5. A long-term substitute will be paid monthly according to Schedule 6.
6. A long-term substitute must join the State Teachers Retirement System after the hundredth day of service.
7. A long-term substitute will be required to participate in flex day activities and professional preparation in addition to their teaching load.
8. A long-term substitute will not be required to perform college service.

Any person employed for one complete school year as a long-term substitute shall, if hired for the following school year in a vacant contract faculty position, be classified by the governing board as a contract employee and the previous year's employment as a long-term substitute shall be credited with one year of service as a contract employee for purposes of acquiring permanent status in accordance with Education Code Section 87481.

LONG BEACH COMMUNITY COLLEGE DISTRICT
SALARY - SCHEDULE 7
 COMMITTEE COMPENSATION (STIPENDS)**
 ADDITIONAL COMPENSATION PAID TO HOURLY ACADEMIC EMPLOYEES BASED ON
 ADDITIONAL TIME AND/OR RESPONSIBILITY

\$150 Serving on Academic Hiring Committee

Total Amount For Academic Year

\$350 Accreditation Steering Committee
 Curriculum Committee and Subcommittees*:
 Academic Policy and Standards Subcommittee*
 Assessment of Student Learning Outcomes Subcommittee*
 Associate Degree/General Education Subcommittee*
 Course Evaluation Subcommittee*
 Program Review Subcommittee*
 Facilities Advisory Committee
 Faculty Professional Development Committee*:
 Faculty Teaching Learning Center Subcommittee*
 Grants Advisory Committee
 Information Technology Advisory Committee
 Educational Technology Advisory Subcommittee
 Online Education Committee
 President's Leadership Council
 Promise Pathways Committee
Faculty & Staff Equity Diversity Committee
 Student Equity Committee

\$450 Academic Senate (2 members)*
 Budget Advisory Committee
 College Planning Committee
 Student Success Committee

\$450 For the purpose of negotiations and other CHI/CTA/NEA business a yearly stipend is available for a maximum of three (3) part-time faculty members who serve the full year.

\$15,925 Part-Time Head Coach for all sports (except Football)

\$2042 Drama Director Vocal/Jazz Director

*CHI appointments to these committees are subject to approval by the Academic Senate.

**CHI members will be compensated at the end of the year for regular attendance, and the stipend will be prorated if the member is no longer able to participate or for missed committee meetings.

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