

2/14/92

MERCED COMMUNITY COLLEGE DISTRICT

and

MERCED COLLEGE FACULTY ASSOCIATION,
CHAPTER 770 CTA/NEA

AGREEMENT

in effect July 1, 1989 - June 30, 1992

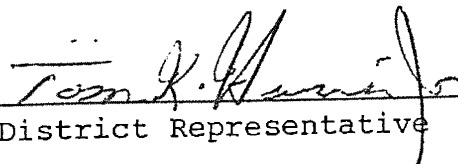
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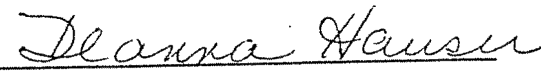
ARTICLE I

Agreement

1. Agreement. This bilateral and binding agreement is entered into this 7th day of November, 1989, between the Board of Trustees of the Merced Community College District, hereinafter called the "Board" or "District," and the Merced College Faculty Association, Chapter 770 CTA/NEA, hereinafter called the "Association."
2. Term. The term of agreement shall be until June 30, 1992 with reopeners on salary, fringe benefits and two articles for each party. The parties also agree that if any provisions of this Agreement conflict with AB 1725 or must be modified because of AB 1725, either party may reopen the Agreement on those provisions in addition to the aforementioned reopeners.


District Representative

Date 11/7/89


Faculty Assn. Representative

Date 11/7/89

ARTICLE II

Recognition

1. Unit Composition. The Board recognizes the Association (MCFA Chapter 770 CTA NEA) as the exclusive representative of all certificated employees of the Board except:
 - A. Superintendent-President
 - B. Vice Presidents
 - C. Director of Personnel Services
 - D. Director of Administrative Services
 - E. Associate Deans
 - F. Director of Educational Opportunity Program Services
 - G. Director of Disabled Student Services
 - H. Director of Learning Resources Center
 - I. Director of CEW (Continuing Education for Women)
 - J. Director of Research & Development
 - K. Student Activities Director
 - L. CAFB Programs Coordinator
 - M. Part-time less than 60% Temporary Certificated Employees (as defined in the Education Code)

ARTICLE III

Association Rights

1. Facilities. The Board agrees that the Association shall have the right to use College equipment and building facilities at any time which does not conflict with regularly scheduled District activities. The Association agrees to submit forms as deemed appropriate by the supervising administrator for use of College facilities. The Association agrees to reimburse the District for all materials and supplies incident to each use. The Association agrees to leave facilities, buildings and/or equipment in a reasonably clean and orderly condition incident to each use.
2. Bulletin Board. The Board agrees that the Association may use, without charge, not more than one-quarter (1/4) of the total area of each facility's designated official bulletin board. Upon the Association's request, such bulletin board area will be identified by the District and labeled "Association Business."
3. Mail Service. The Board agrees that the Association may use school and other District facility mail boxes for distribution of its written communications.
4. Association Business. The Association may conduct Association business with individual employees at any time other than the individual employee's instructional classroom hours or assigned duties.
5. Faculty Roster. Upon written request, names, division affiliation, home addresses and listed telephone numbers of all bargaining unit personnel shall be provided to the Association within thirty (30) days, if possible, of the request. This list may be requested once a semester.

ARTICLE IV

Professional Dues and Payroll Deductions

1. Any unit member who is a member of the MCFA/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments to the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary warrant of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated.
2. Any unit member newly employed July 1, 1986 or after, who is not a member of the MCFA/CTA/NEA or who does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees, and general assessments as a condition of employment. Payments to the Association shall be made in one (1) lump-sum cash payment in the same manner as required for the payment of membership dues, unless, however, the unit member authorizes payroll deduction for such fees in the same manner as provided in paragraph 1 of this Article. In the event that a unit member does not pay such fee directly to the Association or does not authorize payment through payroll deduction as provided in paragraph 1, the Association shall so inform the District, and the District shall begin (as soon as possible) automatic payroll deduction as provided in Education Code 87833 and in the same manner as set forth in paragraph 1 of this Article. There shall be no charge to the Association for such mandatory agency fee deduction.
3. Any unit member employed prior to July 1, 1986, shall be exempt from the obligations imposed by paragraphs 2 and 4 of this Article.
4. Any unit members hired on or after July 1, 1986, whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support MCFA/CTA/NEA, except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the nonreligious, non-labor organizational, charitable funds listed below:
 - a. The Merced College Foundation

- b. The American Cancer Society
 - c. The Heart Association
 - d. The United Way or one of its member organizations
5. Proof of payment to one of the designated charitable funds and a written statement of objection, pursuant to paragraph 4 above, shall be made on an annual basis to the Association as a condition of continued exemption from the provisions of paragraph 2 of this Article. The statement of objection shall not be subject to rejection by the Association. Payments shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of service fee has been made. All information as listed above shall be presented on or before thirty (30) days from the date of commencement of assigned duties within the bargaining unit.
 6. With respect to all sums deducted by the District pursuant to paragraph 2 above, whether for membership dues or service fee, the District agrees to promptly remit such monies to the Association or its affiliate. The Association agrees to refund to the District any amounts paid to the Association in error.
 7. Part-time certificated employees who are not eligible for health and welfare benefits provided by this Agreement are excluded from the provisions of this Article.
 8. Members of the Association as of the date of ratification of this Agreement will maintain membership during the term of the Agreement.
 9. The Association and the District agree to furnish to each other any information needed by either party to fulfill the provisions of this Article.
 10. The Association agrees to defend, indemnify, and hold harmless the District for all legal fees and costs incurred by the District because of a challenge to the legality or constitutionality of the provisions or implementation of this Article.
 - A. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in this paragraph shall or shall not be compromised, resisted, defended, tried, or appealed. However, this shall in no way limit the Association's responsibility for any fees or costs incurred or agreed to by such action.
 11. Upon written authorization from the unit member, the District shall deduct from the monthly salary warrant and make appropriate remittance for credit union or other plans or programs jointly approved by the Association and the District.

12. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) work days or more after such submission.

ARTICLE V

Leaves

1. Sick Leave. Each member of the bargaining unit shall be entitled to one day leave of absence, with full pay, for illness, injury or quarantine for each month of service. Sick leave may be accumulated indefinitely. Absence for illness cannot be recorded as less than one-half day. The District may request certification of physical fitness before the employee's return to work in cases of extended or serious illness. A statement of illness may be required if there is any question of misuse of personal sick leave. Certificates from licensed physicians, chiropractors, osteopaths, or Christian Science Practitioners may be accepted.
 - A. A faculty member who resigns, retires, or is dismissed shall receive credit for unused sick leave for the purposes of retirement benefits.
 - B. The College shall provide each faculty member with an annual written statement of (1) the accrued sick leave total and (2) his/her sick leave entitlement for the academic year.
 - C. Full-time faculty members teaching during any summer session may utilize any sick leave accumulated during the regular academic year.
2. Maternity Leave. The Board shall provide for unpaid leave of absence from duty for any member of the bargaining unit who is required to be absent from duties because of pregnancy, miscarriage, childbirth and recovery therefrom. A request for maternity leave shall be made in writing to the supervising administrator at least thirty (30) working days prior to the day the leave is intended to become effective, unless the attending physician specifies the medical necessity for such leave to commence on shorter notice. The length of the leave of absence, including the intended date on which the leave shall commence and the intended date on which the employee shall resume duties, shall be determined by the employee and the employee's physician. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District. The employment policies and practices of the District shall be applied to disability due to pregnancy or childbirth on the same terms and conditions applied to other temporary disabilities.
3. Child Rearing Leave. Members of the bargaining unit shall be entitled to an unpaid child rearing leave for the purpose of caring for a natural or adopted infant for a maximum of three months. The length of the leave requested in excess of three months shall be determined by the

District to coincide with the operational needs of the District but shall not exceed twelve calendar months.

A child rearing leave should be requested in writing to the supervising administrator a minimum of four weeks prior to the date the leave is proposed to commence. An employee returning from an unpaid leave of absence with a duration greater than thirty (30) days shall notify the supervising administrator in writing of intent to return at least two weeks before the expiration of the leave.

4. Industrial Accident and Illness Leave. All regularly employed certificated employees of the bargaining unit shall be entitled to industrial accident and illness leave under the following rules and regulations:

- A. Allowable leave for each industrial accident or illness shall be during the days in which the District is in session or when the employee otherwise would have been performing work for the District, and shall not exceed ninety (90) such days.
- B. The accident or illness must have arisen out of and in the course of employment of the employee, and must be accepted as such by the State Compensation Insurance Fund.
- C. Allowable leave shall commence on the first day of absence and shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award. Such leave shall not be accumulated from year to year. When such leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- D. When a person is absent from his/her duties on account of industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which absence occurs, as when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary.
- E. During any such paid leave of absence, the employee shall endorse to the District the temporary disability and indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized deductions.
- F. Any employee receiving benefits as a result of these rules and regulations shall, during the period of injury or illness, remain within the State of California unless the Board authorizes travel outside of the state.

- G. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided for sick leave and his/her absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in payment to him/her of not more than his/her full salary.
5. Personal Necessity Leave.
- A. Up to six (6) days of accumulated sick leave in any school year may be used in cases of personal necessity in accord with the provisions of Section 87784 of the Education Code.
 - B. Any number of the six (6) days specified in Paragraph A of this section may be used by the employee at his election for important personal necessity.
 - C. The total leave taken pursuant to Paragraphs A and B shall not exceed six (6) days.
 - D. Leave under this section shall not be used for any organized stoppage of work for the District.
 - E. In the event that the Personnel Office or designee denies the use of leave provided under this section, the employee may refer the matter to the Grievance Procedure for resolution. Referral to the Grievance Procedure shall not preclude the employee from taking the day off but the resolution of the grievance will determine whether the day would be chargeable as a Personal Necessity Sick Leave day.
 - F. Unless impractical by reason of emergency, the employee shall present his written notification for leave under this article to the Personnel Office sufficiently in advance as to avoid unnecessary inconvenience or disruption of professional responsibilities except in cases of death or serious illness of a member of the immediate family or in case of accident involving his person or property, or the person or property of a member of his immediate family.
6. Bereavement Leave. Every faculty member shall be entitled to three (3) days of paid leave of absence, or five (5) days if travel of more than 200 miles is involved, for each occurrence on account of the death of any member of the family. In the event that a faculty member's personal necessity leave is exhausted for the year, that faculty member may be entitled to one (1) day of paid leave of absence to attend the funeral or memorial service of a full-time College employee. This leave shall not be deducted from sick leave.
7. Professional Development Leave. The College may grant a faculty member an unpaid leave of absence of up to two (2) years for professional development which shall include, but shall not

be limited to, additional schooling and/or training, participation in faculty exchange programs, involvement in research efforts and acceptance of long-term assignments to other higher educational institutions, agencies, corporations, foundations or governments.

- A. Requests for professional development leaves will be submitted in accordance with established procedures.
 - B. No more than 5% of the full-time faculty may be on professional development leave at any one time, with a maximum of twelve (12) professional development leaves for the year.
 - C. A letter from the Superintendent/President notifying applicants of their acceptance or rejection shall be received by March 1.
 - D. There shall be no reduction in employee benefits during the term of a faculty member's professional development leave.
8. Jury Leave. The District agrees to grant faculty members called for jury in the manner provided by law, a leave of absence without loss of pay for time the employee is required to perform jury duty.

Upon notification of jury duty, it is the obligation of the employee to inform his supervisor immediately.

When an employee is serving on a jury, he shall be paid the difference between his regular salary and the compensation received for jury duty with the total compensation, exclusive of mileage compensation, not to exceed the regular working salary for the said period of time.

9. Legislative Leave. A faculty member who is elected to the State Legislature or Congress shall be entitled to an unpaid leave of absence for the length of the term or terms of office, not to exceed six (6) years. The faculty member on such leave shall notify the College of an intended return at least six months in advance.
10. Sabbatical Leave. The Board and Association agree that sabbatical leaves provide a valuable means by which faculty members may either undertake a program of study, obtain work experience in their teaching areas, travel, or do research which will benefit the educational program in the District. Requests for sabbatical leaves will be submitted in accordance with established procedures. The Board agrees to grant a paid sabbatical leave to eligible faculty members recommended by the Superintendent/President and approved by the Board of Trustees. If the Superintendent/President or the Board of Trustees denies any request for a sabbatical leave, a written statement detailing the reasons for denial shall be presented to the applicant. Eligible faculty members whose requests for a sabbatical leave are not granted may reapply the following academic year.

- A. Faculty members shall become eligible for a sabbatical leave after the completion of six (6) consecutive years of service within the District. For purposes of interpreting this section, unpaid leaves granted by the Board shall not be counted as years of duty or considered an interruption of "consecutive" duty.
- B. No more than 5% of the full-time faculty may be on sabbatical leaves at any one time, with a maximum of twelve (12) sabbatical leaves for the year. If there are less than the allotted number of sabbatical leaves used in any College year, the unused leaves can only be used the following year.
- C. With the exception of sick leave, all certificated employee fringe benefits will continue without interruption during the sabbatical leave period. In the event a faculty member cannot complete an approved sabbatical leave because of disability, the remainder of the sabbatical leave will be suspended and reinstated or extended into the following year. Faculty members on sabbatical leave shall remain eligible for the benefits described in Article VI of this agreement.
- D. A faculty member who is on sabbatical leave shall be paid 50% of regular salary by the Board for the full year sabbatical leave and 75% of salary while on a semester sabbatical leave. The faculty member shall have the right to take his/her sabbatical leave in separate semesters as long as the leave is commenced and completed within a three-year period. The amount of compensation will be based on the faculty member's regular salary at the time the leave is granted. The contribution to the State Teacher's Retirement System shall be made by the employee and the District as though the employee was on active duty excepting that these payments will be made only on the actual compensation paid the employee.
- E. The compensation to be paid the faculty member while on a sabbatical leave shall be paid in the same manner as if the faculty member were teaching in the District.
- F. A letter from the Superintendent/President notifying applicants of their acceptance or rejection shall be received by March 1.
- G. An eligible faculty member, if he/she so desires, may request a summer project in-lieu-of sabbatical. Such summer projects will be awarded in accordance with the procedures described above. A faculty member who is granted a summer project in-lieu-of sabbatical shall be paid one-tenth (0.1) of his/her regular salary.
- H. A faculty member granted a sabbatical leave shall, on completion of his/her sabbatical leave, be required to render a period of service to the District. This period of service shall

be limited to one semester if granted a summer project, to one year if granted a semester sabbatical, and to two years if granted a full year sabbatical leave. If a faculty member does not serve for the entire period of service as specified, the faculty member will be obligated to return to the District a pro-rata portion of the compensation paid for the sabbatical leave. A faculty member granted a sabbatical leave or summer project shall agree in writing that upon the completion of his/her sabbatical or summer project, he/she will render the appropriate specified period of service to the District.

- I. A written report will be submitted to the Board of Trustees within thirty (30) days following the faculty member's return to duty.
11. Association Leave. The Association shall have a total of five (5) days of paid leave to be utilized by its representatives for local, state, or national conferences or for conducting other business pertinent to Association affairs. These representatives shall be excused from teaching duties upon ten (10) days' advance written notification to the Office of Instruction by the Association President.
12. Unpaid Personal Leaves. The Board may grant leaves of absence without pay for personal reasons. The request for leave without pay should specify the conditions of the leave, including length of the leave. Long-term leaves may be granted for the following purposes: study, travel, other employment, restoration of health, or disabilities in the immediate family.
13. Holidays. All holidays and days of special observance or mourning declared by the District which fall within any paid leave period taken by a faculty member shall not be counted as leave days.

ARTICLE VI

Fringe Benefits

1. Eligibility. The District agrees to pay, as set forth in this Article, for health benefit premiums for all bargaining unit employees (who meet eligibility requirements as listed below) and their dependents who choose to participate in Blue Cross Prudent Buyer Option IB \$100/300 deductible, \$2/5/2 prescription health insurance or a comparable plan. The District agrees, as set forth in this Article, to pay premiums for bargaining unit members and their dependents for a dental plan comparable to the current plan underwritten by Delta Dental Plan and for a vision care plan comparable to the \$5.00 deductible Plan C of the California Vision Service.

The District will contribute the full premium, less \$120, annually toward the payment of the health benefit premiums listed above. The funds contributed by participants in the program shall be applied first to the payment of the premium for the income protection insurance and the balance applied toward the remaining benefits. The carrier for these insurance plans shall be authorized by the State of California to do business in the State of California.

2. Health Insurance

- A. The College shall provide all full-time faculty members and their dependents with a health insurance plan, including prescription coverage, and an annual routine physical examination benefit for teacher and spouse (subject to deductibles). The District shall provide the Prudent Buyer Option IB \$100/300 deductible, \$2/5/2 prescription plan through SISK. The District will be responsible to pay any assessments imposed by SISK.
- B. Faculty members on College-approved leaves of absence without pay shall have the option to maintain participation in the fringe benefit program with no cost to the District.
- C. Faculty members earning less than \$40,000 annually are eligible for graduated medical cost reimbursement, pursuant to the related addendum (Appendix D) found at the end of this Agreement.

3. Dental Insurance. The Board shall provide all full-time faculty members and their dependents with a dental insurance plan providing benefits not less than the Delta Dental plan currently in effect at Merced College.
4. Vision Care. The Board shall provide all full-time faculty members and their dependents with a fully paid vision plan providing benefits not less than the California Vision Service Plan (C).

5. Life Insurance. The Board shall provide all full-time faculty members with a fully paid level term life insurance policy which shall provide a minimum \$50,000 coverage and benefits not less than the current plan. Such policy shall also provide for accidental death and dismemberment coverage.
6. Salary Protection Insurance. The Board shall provide a salary protection plan providing benefits not less than the plan currently in effect in the District.
7. Tax Sheltered (Tax-Deferred) Annuities. Full-time faculty members may participate in the tax-sheltered (tax-deferred) annuity of their choice, with the Board providing payroll deductions for this purpose.
8. Retired Faculty. Full-time faculty members retiring from the District shall be entitled to the benefits provided above in Section 2 - Health Insurance; Section 3 - Dental Insurance; Section 4 - Vision care; for themselves and their dependents. Eligible faculty shall have been employed in a regular or contract position before January 1, 1991, shall have reached their fifty-fifth (55th) birthday, and shall have served five (5) consecutive years in the District prior to retirement.

The retired faculty member will participate in the same coverage and make the same premium contributions as active unit members. Retiring from the District means retiring into the STRS or PERS system upon severance from the District. Retirees eligible for Medicare must enroll in Medicare Part A and/or Part B if eligible. Unit members hired after January 1, 1991, will receive retiree health coverage to age sixty-five (65), provided they meet the other qualifying standards.

9. Surviving Spouse: The surviving spouse of a unit member, or of a retired unit member under Section 8, may opt for continuance of the fringe benefit health package at no cost to the District. The District shall provide coverage to the surviving spouse and surviving dependents through the last day of the month following the month in which the employee dies. Election to continue health benefits for the surviving spouse must be made in writing to the District by the last day of the month following the month in which the death occurs. The spouse's payment shall include reimbursement for the month after the unit member's death; if the spouse does not take the option, the Association shall reimburse the District for that month's premium. Payment for the remainder of the year (through September 30) shall be submitted at that time.

Each year prior to the fifth day of September, the annual renewal premium must be submitted to the District Business Office with statement of intent to continue coverage. This

agreement is extended only to that person who was the spouse of the employee at the time of the employee's death.

10. Medicare. The District will initiate the Medicare coverage option for regular certificated employees hired prior to April 1, 1986 pursuant to the regulations specified by the State and the Memorandum of Agreement between the parties.

These provisions are subject to the requirements of the insurance carrier.

11. Parking. The District shall not levy parking fees for certificated employees. The District shall furnish each certificated employee with one proper staff decal.

ARTICLE VII

Working Conditions

1. Academic Attire. If academic attire is required at Merced College activities, it will be furnished by the District at no cost to the faculty member.
2. Teaching Assignment. Faculty members' daily teaching schedules shall comprise an elapsed time of no more than eight (8) hours, from the beginning of the first class through the end of the last class on that day.
 - A. Exceptions to Section 2 above may be permitted in cases where a faculty member requests, or is requested, and agrees in writing, to a different type of teaching schedule.
 - B. Teaching assignments other than the locations within the Merced City Limits/Castle Air Force Base or Los Banos Campus, shall not be considered part of the workload. Any classes taught by faculty members in areas outside those listed above will be done voluntarily and will be compensated on an overload basis.
 - C. The District will provide transportation or pay mileage at the prevailing rate from the primary assignment to any secondary assignment. For the purposes of this section, the primary assignment will be defined as the location where the majority of the assignment is taught in any given semester. The District will compensate faculty members for mileage based on the distance from the primary assignment to the secondary, and return, in accordance with the actual number of days that instruction is held.
3. Counseling Assignments. No member of the counseling staff will be required to be on counseling duty more than four (4) consecutive hours per day unless he/she specifically requests or agrees, in writing, to a different type of counseling schedule.
4. Elapsed Time Requirement. Faculty members shall be provided no less than twelve (12) consecutive hours elapsed time between the end of the last assigned class on one day, and beginning of the first assigned class on the following day.
 - A. In the case of assigned teaching duties involving locations other than the primary assignment, a minimum of twelve (12) consecutive hours, including travel, shall elapse between the last class or the conclusion of travel on one day and the first class or the initiation of travel on the following day.
 - B. Exceptions to the elapsed time provision of Section 4 above may be permitted in cases where a faculty member specifically requests or agrees in writing to a different elapsed time period.

5. Advanced Scheduling. All faculty members shall be notified in writing at least four (4) months in advance of a given academic session of their tentative course schedules for the ensuing academic period. When necessary, each faculty member shall meet with his/her supervising administrator, to modify or otherwise alter said schedule, and when possible to adopt a mutually agreeable final schedule for that academic period.
 - A. Faculty members shall not be assigned more than three (3) consecutive lecture class hours in a given work day, nor more than one (1) lecture class hour followed by one (1) three-hour laboratory period, nor more than two (2) consecutive three-hour laboratory periods. Exceptions to such consecutive assignments may be permitted in cases where a faculty member specifically requests or agrees in writing to a different form of consecutive assignments.

ARTICLE VIII

College Calendar

1. Board of Trustees' Right. The Board reserves the right to establish the dates of certificated employment for each school year. State-mandated holidays shall be observed. Any days of emergency closing of school by state or federal mandate shall be made up as allowed by state statute.
2. Length of Academic Year. The length of the academic year for regular contract faculty members shall be 175 days. The academic year for first-year contract faculty members or temporary certificated employees on contract may be extended an additional two (2) days without additional compensation at the discretion of the District.
3. Beginning and Ending Days of Instruction. Each year the beginning and ending days of instruction shall be determined by way of the collective bargaining process between the Association and the District. In the event a state or federal emergency creates interruption in the academic calendar that must be made up to comply with apportionment requirements, the days of make-up shall be carried out in any available nonteaching days or added to the end of the year.

Such days of make-up shall be considered as part of the academic year.

4. Extended Calendar. Faculty members who are assigned work in excess of the academic year shall have their work year schedules established by the Board relative to the needs of the District. These faculty members shall be compensated at the rate of 1/175 of their salary as determined by salary schedule placement for each day of service.
5. Calendar. The calendar for the academic year 1990-91 shall begin on August 20, 1990 and end on May 31, 1991 (Appendix B). The beginning and ending dates for the academic year calendar for 1991-92 will be negotiated subsequent to ratification of this Agreement and can be found under separate cover as a memorandum of understanding.

ARTICLE IX

Evaluation

The purpose of evaluation is to improve instruction and educational services. All full-time certificated personnel shall be included in this evaluation program, and mutually-agreed-to procedures shall be established to evaluate hourly, part-time certificated personnel. Evaluation is a joint responsibility to be shared between the administration and faculty. Division members shall be involved in the evaluation process of full-time and part-time certificated staff as prescribed by the Agreement and mutually-agreed-to procedures.

The evaluation of certificated personnel shall be limited to the employee's primary areas of responsibility. The main items for consideration in evaluation of certificated personnel are:

1. Expertise in subject matter
2. Techniques of instruction (guidance for counselors) (library for librarians)
3. Acceptance of responsibility
4. Effectiveness of communication
5. Effectiveness in working with students

Evaluation Process. The first step in the evaluation process is self-evaluation. It begins with the certificated staff member examining his/her education objectives and instructional (guidance or library) methods for his/her program, and then deciding where his/her professional approach needs improvement.

1. Regular Employees. Regular employees will be evaluated every other academic year in keeping with the requirements of the Education Code relating to certificated employees. Regular employees may select either Administrative Evaluation or Team Evaluation. Both approaches shall include Student Evaluation as part of the evaluation process. The administration reserves the right to waive the requirement to have an Administrative or Team Evaluation performed for a regular employee but in such cases the Student Evaluation shall be completed.
 - A. Administrative Evaluation: the administrative evaluation is conducted by a member of the administrative staff chosen by the evaluatee and agreed upon by the appropriate vice-president. Where appropriate, the evaluation may be conducted by a designee of the administration.
 - B. Team Evaluation: the team shall consist of two or three persons including (1) an administrator or designee approved by the appropriate vice-president, (2) one colleague selected by the evaluatee, and (3) if desired by either the administration or the evaluatee, the division chairperson.

C. The Evaluation Process: in either approach the following steps shall be followed:

1. A pre-conference between the evaluator(s) and evaluatee will be held to discuss the goals and objectives of the employee and the process of the evaluation.
2. A minimum of one observation will be made.
3. A student evaluation shall be included as part of the evaluation process. A standard form and set of procedures shall be mutually developed by the Association and the Office of Instruction and shall be adhered to by the evaluatee.
4. The evaluation shall be documented with forms for placement in the employee's personnel file. In the event the team evaluation is used, one composite evaluation shall result and it shall reflect a consensus appraisal of team members.
5. A follow-up conference shall be held and include (1) a discussion of the evaluation and (b) notification of employee's right to respond in writing.
6. Written comments by the evaluatee shall be placed in the personnel file along with the evaluation, when such is requested by the evaluatee.
7. Either the administration or the evaluatee may request that a second evaluation be performed using the modes allowable under this article. When a second evaluation is requested, it will be performed by different personnel than those involved in the first evaluation. Nothing in this paragraph would limit the number of evaluations should the employee's performance be deemed unsatisfactory (see "Due Process Procedure."

2. Contract Employees. Contract employees shall be evaluated each academic year. Contract employees may select either Administrative Evaluation or Team Evaluation. Both approaches shall include Student Evaluation as part of the evaluation process. The evaluation process is to be identical to that of a regular employee except that a minimum of two observations must be performed prior to the evaluation.

3. Due Process Procedure. The primary purpose of evaluation is to acknowledge that effective teaching, counseling and library services are being provided by certificated employees. In cases of unsatisfactory performance, the evaluation for both regular and contract employees may be repeated at more frequent intervals than in Sections 1 and 2 above.

The following points will be included in the evaluation process:

- (a) A clear explanation of the areas the employee needs to improve in order to perform effectively.
- (b) An explanation of any deficiency so that the employee may understand what to improve.

- (c) An outline of assistance shall be provided by the evaluating administrator or team in the event of an unsatisfactory rating.
- (d) An establishment of a reasonable timetable for improvement.
- (e) A denotation of exemplary teaching qualities shall be included whenever appropriate.

An employee may examine his/her personnel file at any time, and copies of any material placed in the file as a result of the procedures herein outlined are to be given to the employee for his/her information.

ARTICLE X

Workload

1. Instructor Load. A normal work year for full-time certificated personnel shall consist of 175 duty days.

A normal work week for full-time certificated personnel is forty (40) hours.

Instructors may spend part of the forty (40) hours at any convenient study location either on campus or off campus, preparing for classes, grading papers, and performing other related instructional activities.

A duty day for full-time certificated personnel shall consist of at least one hour in a lecture or lab situation or one office hour per day.

A flex-time duty day for full-time certificated personnel shall consist of at least six hours at the approved activity.

Instructors are expected as part of their professional responsibilities to attend all staff meetings, division meetings, and flex-day activities scheduled during the normal work year.

A full-time teaching assignment in terms of units of teacher load is 30 units for an academic year. Whenever possible, the teaching assignment shall be distributed evenly over the academic year. The teaching assignment may be at any time regular College classes are offered.

2. Unit Load. Standards for minimum assignments of certificated personnel are as follows:

<u>Semester</u>	<u>Hours/Week</u>	<u>Activity</u>
<u>Load Units</u>	<u>Per Semester</u>	
1	1	Lecture Classes
2	3	Scheduled Laboratory Classes
2	3	Class in Athletics
4	5	Lecture-Laboratory Classes
1	2	Assigned Counseling
1	2	Assigned Supervision of Clinical Practice or Audio- Tutorial Lab
1	-	Supervision of 15 Work Experience Students
To be determined by mutual agreement		Special Assignments

3. Reduction in Load. No full-time faculty member will have fewer than thirty (30) units of assigned load per college year.

4. Class Size. Class sizes shall not exceed the maximum established class sizes in effect during the 1976/77 academic year. During the period of this agreement, changes in the class size of new courses shall be determined by the supervising administrator. The voluntary written consent of the faculty member shall be required to exceed established class sizes. Minimum class size guidelines:

	<u>Regular Classes</u>	<u>Advanced Classes with Prerequisites</u>
Lecture	15	12
Labs	15	12
Seminars	15	12

NOTE: The above minimum class size policy recognizes the fact that there will be exceptions to these guidelines--when, at the discretion of the Office of Instruction, it is in the best educational interest of the student, the College, or the community.

5. Counselors. Assignment of counselors to special projects or duties relating to counseling (i.e., orientations, school visitations) which cannot be completed during the counselor's scheduled counseling time shall be voluntary, with the compensation (either overload pay or compensatory time off) agreed to prior to the assignment.
6. Librarians and Media Center Faculty. Librarians and Media Center faculty shall have a maximum workload of 40 scheduled hours per week. Any assigned hours in excess of the maximum workload shall be considered overload, and shall be compensated at the appropriate hourly rate.
7. Office Hours. Instructor office hour requirements per week include any appropriate time periods of at least one-half hour for a total of one hour for every three hours of lecture, between the hours of 7:30 a.m. and 10:00 p.m., unless otherwise approved by the supervising administrator.
8. Annual Workload. The annual workload of each certificated employee other than instructors, counselors, and librarians (including Media Center faculty) will be determined by mutual agreement between that certificated employee and his/her supervising administrator as well as the approval of the Superintendent/President. The workload may include any combination of the following:
- A. Length of contract - any number of days mutually agreed upon.
 - B. Release time - any number of units mutually agreed upon.
 - C. Stipend - any amount of compensation mutually agreed upon.
9. Assigned time is authorized for the purpose of compensating faculty members who have assigned responsibilities which may require working extended and irregular hours.

ARTICLE XI

Salaries

1. Classification by Professional Preparation. Teachers shall be placed on the appropriate class of the salary schedule in accordance with the degrees and advance preparation they have completed. Reassignment to a higher classification shall become effective at the beginning of the next semester after the new classification requirements have been met. It shall be the responsibility of the faculty member to notify the District of his/her eligibility for reclassification no later than the first day of the semester.
2. Initial Step Placement. Faculty shall be given credit on a year-for-year basis up to and including 5 years at the time of initial placement on the salary schedule for previous relevant full-time work or teaching experience. After five years' credit, by recommendation of the Superintendent/President, faculty may be allowed one year of credit for two years of previous relevant full-time work or teaching experience up to and including 4 additional years at the time of initial placement on the salary schedule.
3. Professional Growth Increments. The advancement on the salary schedule shall be at the rate of one step for each year of teaching experience. If the faculty member is employed for at least 75% of the total teaching days of an academic year, he/she shall be given credit for a full year's experience for salary schedule advancement purposes. Two one-half academic years shall count as a full year. After a faculty member reaches Class V, Step 14, on the salary schedule, he/she shall be awarded one vertical increment in Class V beginning the 18th, 22nd, 26th, 30th, etc., until he/she officially retires.
4. Units for Salary Placement Purposes. A unit is a semester unit granted by an accredited collegiate institution. All units earned while qualifying for the Bachelor's Degree shall be counted only in Class I. Such units are not applicable for advancement on the schedule to a higher level. Undergraduate courses taken subsequent to receipt of the Bachelor's Degree may be counted for progression on the salary schedule if they bear a direct relation to the applicant's teaching assignment. An applicant, in order to have lower division course units count for horizontal progression on the salary schedule, must secure written approval from the Superintendent/President prior to taking such courses. Lower division course units will only be acceptable if they are directly related to the faculty member's teaching area or are part of an approved program to qualify the faculty members to teach in a new area. In instructional areas (i.e., technical) where current advanced collegiate courses are not

generally available, private sector training classes and seminars may qualify for salary placement. Courses must be directly related to applicant's teaching assignment and receive written approval from instructional area dean. Course credit will be granted on an hour-for-hour basis at the same rate as a regular college course (1 unit per 18 hours of lecture instruction, 1 unit per 54 hours of lab instruction). In order to be applied to horizontal progression on the salary schedule, two-thirds of all graduate-level courses must have a direct relation to the applicant's teaching area, with the other one-third being at the applicant's discretion.

5. Salary Schedule. The District agrees to provide a five point six percent (5.6%) across-the-salary-schedule increase for school year 1990-91 retroactive to July 1, 1990. The current faculty schedule shall be affixed to this agreement as Appendix A.
6. Hourly Salaries. Part-time evening, day overload, summer session and other assigned responsibilities will be compensated as follows:

	<u>Hourly Rate</u> (effective 8/20/90)
Less than a Master's Degree	\$21.50
Master's Degree	22.50
Doctorate from an accredited institution (if not in U.S., accreditation to be verified by University of California)	23.50
Counseling	18.50
Non-teaching Assignment	16.50

7. Field Trips. Faculty members who participate in field trips and excursions shall be compensated at the rate of 1/350th of their annual salary for each 24-hour period worked in addition to the 175 days identified in the College calendar.
8. Coaching Compensation. Following are the extra responsibility stipends for instructors who receive load credit for being a head coach of a sport.

Baseball	\$3,000
Basketball	\$3,000
Cross Country	\$1,300
Football	\$3,000
Golf	\$1,300
Soccer	\$2,100
Softball	\$2,100
Swimming M/W	\$2,100
Tennis	\$2,100

Track and Field M/W	\$2,100
Volleyball	\$2,100
Water Polo	\$2,100
Sports Info Director	\$1,300

Following are the stipends for "walk-on" head coaches or for certificated employees who do not receive load credit or hourly compensation for being a head coach.

Baseball	7,500
Basketball	7,500
Cross Country	3,300
Football	7,500
Golf	3,300
Soccer	5,300
Softball	5,300
Swimming M/W	5,300
Tennis	5,300
Track and Field M/W	5,300
Volleyball	5,300
Water Polo	5,300
Sports Info Director	3,300

Stipends for assistant coaches may not exceed one-half (1/2) of the above. Assistant coaches are not to receive load credit nor hourly compensation for their services.

ARTICLE XII

Professional Travel

1. Per Diem. Faculty members shall receive a per diem allowance for room, board, and other related expenses based on circumstances of travel for all approved trips outside the area served by the College. Expenses incurred by a faculty member necessary to the trip shall be reimbursed at the prevailing rate.
2. Use of Private Vehicle. The District will not require faculty members to use their personal vehicles on District business. If a faculty member uses a private car by choice for an approved College trip when a College car is available, the faculty member is to be reimbursed for transportation at the prevailing rate.
3. Licensing. If special California driver's license and/or special requirement for licensing are required in order for the faculty member to fulfill his/her assigned duties, the Board shall pay all costs involved in obtaining these licenses and/or fulfilling these requirements.

ARTICLE XIII

Transfers

1. Voluntary. The Association agrees that the Superintendent/President is authorized under the Education Code to make assignments of all employees to vacant positions based upon the needs of the District. A bargaining unit employee may request a voluntary transfer. The District shall attempt to honor requests for voluntary transfers when the training, experience, and the abilities of the requesting employee match the vacant position job specifications.
2. Involuntary. Involuntary transfers may be made, based upon the needs of the District as determined by the Superintendent/President or his designee. The District shall consider the preferences of the involuntary transferee when making such assignment. However, the needs of the District shall be paramount and shall take precedent over the preference of the involuntary transferee.

ARTICLE XIV

Division Chairperson

1. Selection. At the beginning of the 1976/77 academic year and whenever a vacancy exists, each division shall select by secret ballot a division chairperson. The term of the chairperson shall be two (2) years. The division chairperson may serve for a maximum of two consecutive terms, except by 2/3 approval of the Division. Each full-time faculty member in the division shall have one vote. No chairperson, however, shall be elected unless a majority of the faculty voting in the election at regularly scheduled divisional faculty meetings votes for the electee.
2. Annual Workload. The annual workload of each division chairperson will be determined by mutual agreement between the division chairperson and his/her supervising administrator and approved by the Superintendent/President. The workload may include any combination of the following:
 - A. Length of contract - any number of days mutually agreed upon
 - B. Release time - any number of units mutually agreed upon
 - C. Stipend - any amount of compensation mutually agreed upon
3. Recall and Resignation. A chairperson may resign at any time or may be relieved of his/her duties by:
 - A. The Superintendent/President of the College with the approval of the majority of the division and/or the approval of the Board of Trustees, or
 - B. The majority vote by secret ballot of the division with the approval of the Superintendent/President and/or the Board of Trustees.

ARTICLE XV

Retirement

1. Retirement. All school employees shall retire as prescribed by law.
2. Reduced Teaching Load Option. The State Teacher's Retirement system provides that certificated employees may, under specified conditions, accrue full-time retirement benefits while teaching part-time. Under such a program, both the District and the employee would continue to make contributions to the State Teachers' Retirement System equal to what would be made if the employee were working full time. Prior approval from the Board must be obtained by persons who wish to participate in the program.
 - A. Merced College faculty members may apply to earn full-credited service for part-time teaching with the following provisions:
 1. The faculty member must be at least 55 years old, but no older than the maximum age prescribed by law.
 2. The faculty member must have provided service in California public schools for at least five (5) years.
 3. The faculty member must have been employed on a full-time basis during the preceding five years.
 4. The faculty member must provide service of at least 15 units during the academic year. This teaching assignment may be completed in one semester or two semesters at the discretion of the faculty member.
 - B. Following approval by the Board, the program may continue for a period not to exceed five years.
 1. At the end of an academic year, the faculty member shall be returned by his/her request to full-time status subject to District approval.
 2. The faculty member must give to the District at least one semester's notice of intention to participate in this program.
 3. Any faculty member who chooses to participate in this program will be granted the same fringe benefits as full-time faculty members.
3. Retirement Option. Through June 30, 1989, members of the unit with 15 years of service and at least 55 years of age will be granted at their option a retirement incentive:

Under the plan, the retiree will be hired back to provide service up to 5 years or age 70, whichever comes first. The retiree will provide 6 units of service annually at a rate allowable

by the regulations of the State Teachers' Retirement System.

Other procedures will be as set forth in Appendix C, "Certificated Retirement with Continued Earnings."

ARTICLE XVI
Safety and Health

Compliance with federal regulations and the California State Occupational Safety and Health Act is the responsibility of the District. The District will maintain a safe and healthful place of employment.

ARTICLE XVII

Effects of Layoff

1. Agreement:

When the Board of Trustees deems that a layoff of certificated personnel is to be implemented, the District and Chapter agree that the provisions of the Education Code as currently stated shall prevail in layoffs or reduction in force. The following agreed procedures and guidelines will be observed regardless of subsequent code changes:

2. Definitions:

- A. "Layoff" means certificated termination of services either for a reduction in attendance or reduction or discontinuance of a particular kind of service (PKS) as currently provided in Section 87743 of the Education Code (E.C.). Layoff does not include termination for cause.
- B. "Seniority" means the considerations afforded an employee on the basis of greatest length of service to the District as a regular employee to carry on credentialed activities based on service date of hire. Classification is retained as a classroom instructor.
- C. "Date of Hire" means the first day of employment in a contract position as currently in E.C. 87414.
- D. "Bumping" applies only to layoff and means a permanent employee with greater seniority is assigned duties a less senior employee has been carrying out that the senior employee is capable and certificated to perform thereby leaving the less senior employee subject to earliest layoff.
- E. "Seniority list" shall include all certificated employees except temporaries. The District shall develop and maintain a seniority list including all certificated employees except temporaries. Certificated employees in categorically funded programs may be terminated rather than laid off. In case of identical first date of paid service for one or more employees, the order of seniority shall be determined by name drawing. Employees shall cooperate by annually verifying in writing their dates of employment, credentials held, prior experience and preparation, which information, if agreed as accurate, will be used in the event of layoff. Contents of this list shall be made available to the bargaining unit annually upon request.

3. Identifying Certificated Employees to be Noticed: After the Board of Trustees has determined which programs or services are to be discontinued, the following method of deter-

mining who will be given layoff notice will be followed:

ADA layoff notice will be sent to the number of persons at the bottom of the seniority list (last hired) equivalent to the number of persons allowed by the ADA calculations. The District may skip employees if they possess special competencies or credentials essential to the District as long as no more senior employee being laid off has those credentials and competencies.

PKS layoff notice will be sent to the number of persons at the bottom of the seniority list within the persons performing each service equivalent to the number of persons authorized for layoff except those most junior in each service that would be laid off from that service will have their records reviewed, in seniority order, to see if they may bump more junior employees in other areas not directly affected.

Primarily, the order of layoff shall be determined on the basis of seniority and credentialing.

4. Teaching Assignment:

- A. All faculty will be assigned the Faculty Service Area of Community College Instruction/Service.
- B. Current preparation is weighed in four components. The first is minimum qualifications according to the Disciplines List of the Academic Senate for the California Community Colleges or the equivalent (as determined by Merced College's equivalency process); second is the authorization or credential issued by the State of California; third is academic preparation in major fields, minor fields, and special interest areas of aptitude or preparation; and fourth is consideration of occupational experience and/or classroom instructional experience in special aptitude or interest areas. For purposes of layoff seniority, authorization by the general secondary credential is judged to exist in major and minor fields and subject areas previously taught in the professional experience of the instructor. Authorizations by other types of credentials are as provided specifically by the authorization stated on the credential and within the preparation or specialization of the certificated employee.

The certificated faculty member will be considered qualified to render service by being in possession of minimum qualifications according to the Disciplines Lists of the Academic Senate for California Community Colleges or the equivalent (as determined by Merced College's equivalency process), or of an appropriate credential plus completion of appropriate academic preparation at the time of submission of notices

of layoff. The employee shall be considered qualified to serve the District in any capacity for which he or she has had successful classroom or other appropriate experience in the subject, subject area, or closely related subject areas that by present and/or past assignment provide a basis for becoming qualified at the time of submissions of notices of layoff, or March 1st, whichever is later.

Nothing in this Article shall in any way reduce or modify any rights of the employee under the law.

5. Notice of Layoff: All notifications shall meet the provisions of the now current Education Code. No later than March 15, written notice of intention to lay off employees for the ensuing school year will be provided by the Superintendent or his designee to each employee to be laid off and to the governing board. Notice shall include the effective date, seniority, reemployment rights, and instructions for requesting a hearing. The District and the Chapter shall meet upon request of the Chapter after any notice of layoff has been sent, to discuss the rights of such layoffs on affected employees.
6. Retirement in Lieu of Layoff: Affected employees who elect service retirement from the State Teachers' Retirement Service (STRS) shall be placed on the reemployment list and shall be offered reemployment in the proper order of reinstatement. If the offer of reinstatement is accepted in writing, the district shall allow time for STRS to process the reinstatement from retirement. Any election to retire after being laid off shall be treated as retirement in lieu of layoff within the meaning of this section.

An employee subject to this section who retires and is eligible for reemployment and declines an offer of reinstatement shall be deemed to be permanently retired.

7. Reduced Work Load: A certificated employee, when offered, may accept a reduced load in lieu of layoff. Such employee shall be paid pro-rata on the percentage of a full load. The employee's position on the salary schedule shall not be affected.
8. Reemployment Rights: Contract and regular certificated employees who have been laid off have preferential reemployment rights if the number of employees is increased or a discontinued service is re-established. Reemployment rights also include first refusal in substitute or part-time service. Regular employees have reemployment rights for 39 months from date of layoff, contract employees for 24 months.

Reinstatement following layoff shall be in the original order of employment. An offer of reinstatement must be accepted in writing within 30 days by the affected employee or his/her attorney-in-fact. Failure to accept or appear for service on the date specified shall

render the offer null-and-void, and shall permit the district to offer reinstatement instead to the next eligible instructor or outside applicant. Failure to accept reinstatement shall not otherwise affect the eligibility for any subsequent reinstatement; however, the reinstated employee may not later be bumped by the senior employee(s) refusing reinstatement. Should an employee on layoff refuse reinstatement and the District hire a contract instructor for the assignment, the contract instructor may not be bumped by the employee(s) refusing reinstatement.

Exception 1: Should an employee become eligible for reinstatement after the academic year has started but due to inability to gain release from contract obligation in another district be unable to immediately return, the position shall be filled by substitution of a less senior certificated on layoff and available for assignment or by other substitute and the eligible employee shall be returned for the next subsequent academic year after fulfilling his or her obligation in the other district. Three refusals to return to the position from which laid off shall result in removal from the reemployment list and the District shall no longer be obligated to notify or reemploy that certificated person.

Exception 2: Should subsequent layoffs by the District take place, reinstatements shall maintain the order of seniority. All reinstatements shall follow the above provisions beginning again with the latest date of layoff.

9. Reemployment Roster: The District will maintain a roster of certificated employees terminated through layoff for 39 months, as required by the Education Code. Records shall also be kept on seniority information and a valid address provided by the terminated employee. The employee shall be responsible for informing the District of any change of address for notification of employment opportunity in the District. Failure to provide such address shall allow the district to otherwise fill the position.

An employee's name shall be removed from the roster in the event of written request by the terminated employee, death, three refusals to return to the original position of termination, or end of the 39-month period.

The District shall provide the Association with a current copy of the roster annually in August or when major changes occur.

10. Maintenance of Seniority During Layoff: During layoff and after return to work, the terminated employee will retain the full seniority status enjoyed prior to layoff.
11. Management Rights of Assignment: After any layoffs have been carried out in accordance with provisions of this Article and statutes current with the writing of this agreement,

management may exercise its right of assignment of faculty duties to the remaining certificated employees.

12. Bargaining Unit Option: The bargaining unit may opt for reductions in wages, benefits and increased or decreased work loads in order to offset layoffs. Such option shall reflect the principle of seniority and shall be at no extra cost for the District than the implementation of layoff would be. Such action would require a year-by-year arrangement of mutual agreement.
13. Fringe Benefit Option: Certificated employees on layoff shall have medical, dental, vision and life insurance coverage on the same bases as required of other members of the certificated unit until September 30 of the year of layoff. Such coverage shall be terminated earlier at the request of the laid-off employee. Retirees are entitled to coverage as provided elsewhere by this Agreement and Board policies. The laid-off employee may retain his fringe benefits for the balance of the 39 months upon payment of full cost to the District.
14. Site of Assignment: In minimizing the necessity for layoffs, it may be necessary to transfer certificated employees to other District job sites than those upon which they have worked the majority of time for the prior three years or part thereof. If the distance to the new job site is more than 5 miles from the current site, the District shall pay noninstructional hourly plus mileage at the District travel rate for the weekly travel time and distance. The District shall make every effort to reinstate the entire assignment to the original location at the earliest possible date. The District and CTA shall meet annually to review the necessity for assignments away from the primary place of assignment when such involuntary transfers are in existence.
15. Resolution of Disagreement: Any disagreement in the interpretation of this Article that cannot be resolved short of litigation shall be resolved on the basis of current Education Code provisions.

ARTICLE XVIII

Savings

1. Severability. 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 final jurisdiction, such provision shall be modified in accordance with that decision, but all other provisions shall not be affected thereby and shall continue in full force and effect.
2. Reinstatement. If any provision of this agreement, which is deleted in accordance with section 1 of this article, is later deemed to be valid by operation of law or by a court or other tribunal of competent final jurisdiction, then both parties agree to commence negotiations on that provision within ten (10) days.

ARTICLE XIX
Grievance Procedure

1. Purpose. The purpose of this grievance procedure is to secure, at the lowest possible level, equitable solutions to problems which may from time to time arise to affect the welfare of certificated employees.
2. Definitions.
 - A. For the purpose of this Agreement, a grievance shall be any claim by a member of the bargaining unit that there is alleged to have been a violation, misapplication, or misinterpretation of the Agreement.
 - B. A "day" for the purposes of this grievance policy is any day on which the administrative offices of Merced College are open for business.
3. Limits.
 - A. Nothing in this article will be construed as limiting the right of any member of the bargaining unit having a grievance to discuss the matter informally with any appropriate member of the management team and to have the grievance resolved without intervention by the Association, provided that the resolution of the grievance is not inconsistent with this Agreement.
 - B. Notwithstanding paragraph "A" above, the Association may file a grievance on behalf of a unit member or a group of unit members if the unit member or a majority of the group of unit members consent.
 - C. Nothing in this article will be construed as limiting the right of a member of the bargaining unit to pursue the resolution of any grievance through legal channels.
 - D. The response days cited under "Procedure" are maximum limits only and every attempt should be made to expedite the processing of a grievance in the smallest number of days. However, nothing in this Article would prevent the extension of a deadline if such is agreeable to both parties.
4. Time Lines.
 - A. In the event a grievance cannot be processed through all steps by the end of spring semester, it may be continued at the beginning of the fall semester. Continuation of the process through the summer vacation may proceed if agreeable to all participants.
 - B. Failure of the representative of the District to adhere to the deadlines in the grievance levels shall allow the grievant the right to appeal to the next level. Failure of the

grievant to adhere to the deadlines in grievance levels means that the right to appeal to the next level is waived.

5. Procedure.

A. Level I - Informal

1. Before filing a grievance, and within ten (10) days following knowledge of the act or condition which is the basis of the complaint, the grievant shall meet with his/her immediate supervisor to discuss the grievance and solve the problem at the lowest level; clarify issues, state the solution, and work cooperatively toward settlement.

B. Level II - Formal

1. If the grievant is not satisfied with the disposition of the grievance at Level I, the grievant may submit a written grievance to his/her immediate supervisor. Such appeal must be made within ten (10) days after presentation of the grievance at Level I. The written information shall include: (a) a clear statement of the occurrence of an act or omission or any other circumstance giving rise to the grievance, including names, dates, and places necessary for a complete understanding of the grievance; (b) a listing of the specific provisions of this Agreement which are alleged to have been violated or misapplied; (c) a listing of why the immediate supervisor's proposed resolution of the problem is unacceptable; and (d) the specific remedy sought.
2. The immediate supervisor or designee shall communicate in writing his/her decision within ten (10) days.

C. Level III - Formal

1. If the grievant is not satisfied with the decision at Level II, he/she may appeal to the President or designee. Such appeal must be made within ten (10) days from the time of receipt of the immediate supervisor's decision. The written information shall include all that which was submitted for Level II above, a copy of the immediate supervisor's decision at Level II, and a listing of the specific reasons why the Level II decision is unacceptable, if it is different from the proposed resolution of the problem at Level I.
2. The President or designee shall communicate in writing his/her decision within ten (10) days of receipt of the Level II appeal by the grievant.

D. Level IV - Formal

1. If the grievant is not satisfied with the decision at Level III, he/she may appeal to the Board of Trustees. Such appeal must be made within ten (10) days from

the time of receipt of the President's decision. The written information shall include all that which was submitted for Level III above, a copy of the President's decision at Level III, and a listing of the specific reasons why the Level III is unacceptable, if it is different from the proposed resolution of the problem at Level II.

2. The Board will hold a closed session hearing in order to address the grievance at or before its next scheduled public meeting (the grievant may request, in writing, to have an open hearing). By mutual agreement the grievance hearing may be delayed. Within five (5) days of the hearing the Board will communicate, in writing, its decision to the grievant. The decision of the Board will be final except that the Association may refer the matter to a court or body of proper jurisdiction without prejudice.

6. Rights of Faculty Members.

- A. No reprisals of any kind will be taken by the Board, the President of the College, or by any member or representative of the administration of the College, against any aggrieved person, any party in interest, any member of the Association, or any other participant in the grievance procedure.
- B. A unit member may be represented at all stages of the grievance procedure by himself/herself or any representative, including a representative provided by the Association, selected by the faculty member. An employee requested to appear as a witness in conjunction with this Article shall suffer no loss of pay.

ARTICLE XX

Management Rights

1. Power and Authority. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control in conformance with the law.
2. Limitation. In the exercise of the power and authority expressed in provision #1 above, the District shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.
3. Emergency. An emergency, as referred to herein, shall be considered as a momentous, tragic, sudden event which disrupts the operation of the District. In the event the District declares an emergency exists (and such shall not be done arbitrarily or capriciously), and such action required by an emergency situation impinges on the rights of the Association or its bargaining unit members as stated in this Agreement, such action will be restricted to the period in which the emergency exists. Nothing herein shall preclude the Association from seeking injunctive relief if it feels the District's action is inappropriate to the circumstance.
4. Past Practice. The failure of the District to insist upon strict compliance or performance of any of the terms and conditions of the Agreement is not deemed a waiver of any rights or remedy the district may have for any subsequent breach or default of such terms and conditions.

GLOSSARY

1. "Academic Year" means the school year and shall cover a time period from the start of the fall term to the end of the following spring term during which regular day school is maintained. This period must include not less than the number of days of teaching required to entitle the District to apportionments of state funds.
2. "Administration" means the District Superintendent/College President, Vice-Presidents, Director of Personnel Services, Director of Administrative Services, Associate Deans, and other persons having managerial responsibilities in areas covered by this Agreement.
3. "Association" shall be interpreted as the Merced College Faculty Association (MCFA-Chapter 770 CTA/NEA), the California Teacher's Association, and the National Education Association; likewise, references to any or all of these (MCFA/CTA/NEA) shall be interpreted as the Association.
4. "Bargaining Unit Member" means the same as a faculty member.
5. "Daily Rate of Pay" means the annual contract salary divided by 175 days.
6. "Days" means calendar days during which students may be required to be in attendance plus calendar days when faculty members may be required to attend meetings or participate in College activities.
7. "Division Chairperson" means any faculty member in a position covered by Article XIV - Division Chairpersons.
8. "Faculty" refers to all employees who are included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.
9. "Faculty Member" refers to any individual employee who is included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.
10. "Family" means husband, wife, mother, father, sister, brother, son, daughter, son-in-law, daughter-in-law, grandchild, grandfather, grandmother, mother-in-law, father-in-law, and dependent relatives of the employee or the employee's spouse, or any relative of either spouse mutually deemed by the employee and Personnel Office to have a close family relationship.
11. "Paid Leave" means that a faculty member shall be entitled to (a) receive appropriate wages and all benefits as provided for in this Agreement; (b) determine the assignment he/she will return to in accordance with the provisions of this Agreement; and (c) receive credit for annual salary increments provided during the paid leave.

12. "Unpaid Leave" means that a faculty member prior to the leave shall be entitled to determine by mutual agreement with the Board (a) the assignment he/she will return to in accordance with the provisions of this agreement; (b) the continuation of any or all benefits provided for in this Agreement; and (c) credit for professional growth increments.

Merced Community College District
 Certificated Salary Schedule 1990/91
 (Revised 9/18/90)

	B.A. <u>or</u> Partial CCI Cred. based on Occup. Exp. w/o B.A.	M.A. <u>or</u> Partial CCI Cred. based on Occup. Exp. incl. B.A. or Full CCI Cred. based on Occup. Exp.	B.A. +45 units incl. M.A. <u>or</u> M.A. + 15 <u>or</u> Full CCI Cred. based on Occup. Exp. incl. B.A.	B.A. + 60 units incl. M.A. <u>or</u> M.A. + 30 <u>or</u> Full CCI Cred. based on Occup. Exp. incl. B.A. + 15	B.A.+75 units incl. M.A. <u>or</u> M.A. + 45 <u>or</u> Class IV plus 15 w/ M.A. included + 15
STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
1	25,050	27,558	28,811	30,062	31,311
2	26,300	28,811	30,062	31,311	32,566
3	27,558	30,062	31,311	32,566	33,818
4	28,811	31,311	32,566	33,818	35,074
5	30,062	32,566	33,818	35,074	36,331
6	31,311	33,818	35,074	36,331	37,637
7	32,566	35,074	36,331	37,637	38,945
8	33,818	36,331	37,637	38,945	40,263
9	35,074	37,637	38,945	40,263	41,580
10	36,331	38,945	40,263	41,580	42,896
11		40,263	41,580	42,896	44,222
12			42,896	44,222	45,546
13				45,546	46,882
14					48,220
18					49,563
22					51,000
26					52,477
30					53,999
34					55,566

A faculty member having an earned doctorate shall be advanced two (2) additional steps on the salary schedule. Faculty members having an earned doctorate who have advanced to Step 13 or beyond in Class V will receive a stipend equal to the difference between Step 12 and 14 in Class V.

1990-91 Merced College Calendar

Approved by the Board of Trustees on January 16, 1990

Appendix B

	<u>Days Maint.</u>		<u>Days Maint.</u>																																																																																																		
JULY 1990 <table style="width: 100%; border-collapse: collapse;"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr> <tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr> <tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> <tr><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td><td></td></tr> </table> <p style="text-align: right; margin-right: 20px;">Independence Day, July 4</p>	S	M	T	W	Th	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					0	JANUARY 1991 <table style="width: 100%; border-collapse: collapse;"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> <tr><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr> <tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr> <tr><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td></tr> </table> <p style="text-align: right; margin-right: 20px;">New Year's Day, Jan. 1 Spring Semester begins, Jan. 14 King's Day, Jan. 21</p>	S	M	T	W	Th	F	S			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			13														
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16	17	18	19	20	21	22																																																																																															
23	24	25	26	27	28	29																																																																																															
30																																																																																																					
Total Days Maintained for Fall Semester	86	Total Days Maintained for Spring Semester	89																																																																																																		

Total Days Maintained for Year: 175

Final Examinations Fall: December 17 - 21, 1990
Spring: May 24 - 31, 1991

Graduation: May 31, 1991
1990 Summer School: June 18 - July 27, 1990

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Appendix C

CERTIFICATED RETIREMENT WITH CONTINUED EARNINGS

1. After fifteen years of full-time satisfactory service in the Merced Community College District and attainment of the age of 55, a certificated employee who wishes to retire from service and to continue employment shall notify the Superintendent/President in writing of the desire to continue partial employment after retirement. Such employment for any fiscal year shall not exceed the maximum allowable under the regulations of the State Teachers' Retirement System (STRS).
2. The communication shall contain a statement as to when the employee desires to render service and in what teaching discipline. Options may be submitted as alternatives for consideration. The specific assignment must be agreed upon by both parties. The agreed teaching time shall be during the fall and/or spring semesters following practices for assignment of regular employees of the District with consideration to the emeritus employee's retirement objectives. The employee and appropriate dean shall meet annually to agree and articulate the assignment. The District may request a successful physical examination.
3. The Superintendent/President shall forward a recommendation for action to the Personnel Office. The Personnel Office shall prepare the contract in concert with the dean responsible for the teaching assignment to be performed. The contract shall be limited to 5 years or age 70, whichever comes first. Nothing precludes the District right to extend or utilize the provisions of this program beyond the limits on an individual year-to-year basis.
4. Such employment shall not act to reinstate the employee as a member of the retirement system or to terminate or suspend retirement allowance entitlement, and no retirement deduction shall be held or paid by the District as retirement contribution from salary earned under this partial employment. Retirees employed under these provisions shall be eligible to receive those benefits provided to retirees by Board policy and the certificated contract with the District.
5. The continued employment shall be within the employee's competence and credential certification as recorded by the District for all instructors. Participants shall not have the

right to bump regular and full-time faculty; however, such agreement shall allow bumping of part-timers to provide the agreed-upon load. Through mutual agreement, the emeritus employee may postpone instruction during any year and teach during a subsequent year provided other provisions of this procedure are not violated.

6. Compensation for retirees under this plan shall be effected through issuance of a modified contract as is now used for reduced load option and in accordance with provisions of Education Code 23919: retirees are limited as to annual net earnings gained through services to public schools. Compensation shall be on the basis of 6 units taught for an amount up to the maximum allowed under STRS regulations. The intent of this provision is that total earnings or work days shall not exceed what is permitted by state law.
7. The District has the right to terminate the agreement for cause. The retirants employed under this program shall have normal access to due process under the law.
8. Emeritus employees in this program shall be paid on an equal monthly basis during the time period worked. The first payment will be made on the last day of the month in which service is rendered to the District.

AGREEMENT BETWEEN THE
MERCED COMMUNITY COLLEGE DISTRICT

and

MERCED COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION

July 1, 1990 to June 30, 1992

ADDENDUM TO MEDICAL BENEFIT PROVISIONS

Graduated reimbursement for payment of deductibles under the \$100 deductible plan.

Employees earning \$20,000 or less can claim up to 100% of deductible amounts up to \$300 of covered costs.

Employees earning \$20,001 to \$39,999 can claim up to 50% of deductible amounts up to \$300 of covered costs.

Employees earning \$40,000 or more cannot ask for reimbursement.

(Salary amounts include tax-sheltered annuities, but not extra pay. The individual's reimbursement will be based upon the salary in place on the first day of the reimbursement period.)

First claim date for reimbursement will be January 1992.

MERCED COMMUNITY COLLEGE DISTRICT

and

MERCED COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION

July 1, 1990 to June 30, 1992

MEMORANDUM OF UNDERSTANDING

The Merced Community College District and the Merced Community College District Faculty Association agree that a committee or committees made up of management and Faculty Association representatives will address the following issues.

- A. Inclusion of part-time, temporary faculty within the bargaining unit.
- B. Structure of a part-time salary schedule.
- C. Status of division chairs.
- D. Definition of salary schedule classifications.

The results of the committee work or recommendations, if approved by the parties, will be incorporated into the collective agreement where appropriate.

David M. Olson 8-4-90
[Signature]
[Signature]

Judith A. [Signature] 8-14-90
[Signature] 8-14-90

MERCED COMMUNITY COLLEGE DISTRICT

and

MERCED COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION

July 1, 1990 to June 30, 1992


MEDICARE MEMORANDUM OF UNDERSTANDING

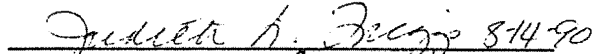
The District and the Association agree to the following:

1. As soon as practicable, the Governing Board will pass a resolution indicating its intent to conduct an election for the purpose of offering Medicare coverage to eligible employees. The Governing Board will enter into an appropriate agreement with the PERS to provide coverage for eligible employees who have elected coverage.
2. The District will hold a one-time only election for eligible employees in order to determine if those employees wish to make contributions and have contributions made on their behalf to establish eligibility for Medicare coverage.
3. Employees eligible to participate in the election are full-time employees who were employed prior to April 1, 1986 and who have continuously been employed by the District through the date of the election.
4. For eligible employees electing Medicare coverage:
 - a. District will pay an amount equal to 1.45% (or the amount specified by law) of monthly or tenthly wages up to the statutory maximum wage amount allowed by law.
 - b. Employee will pay a matching 1.45% (or the amount specified by law) to be deducted from the employee's salary.
5. Contributions shall begin with the November 1, 1991 warrant in order to provide four (4) quarters coverage for the 1991 calendar year. The District and the Association do not assume any liability or responsibility if less than four (4) quarters are generated.

6. In the event of delay in state and federal implementation of the program the District will place the District and employee contributed matching funds into an escrow account for disbursement upon approval. Any interest earned shall be used to defer the cost of PERS administration charged to the District.
7. The District and the Association do not assume any liability or responsibility for information or calculations which employees considered in choosing to elect Medicare coverage. The District and Association give no guarantees that eligible employees who elect coverage will receive Medicare only coverage upon retirement. Therefore, employees who elect coverage and retire before final government approval do so at their own risk.

Questions concerning the application and/or interpretation of this agreement shall be specifically excluded from the provisions of the parties' negotiated grievance procedure.


David M. Olson 8/14/90

 Judith A. Fazio 8-14-90
D. M. Olson 8-14-90

