MASTER AGREEMENT
[LBCCD and CHI/CTA/NEA]

LONG BEACH COMMUNITY COLLEGE DISTRICT

AND

CERTIFICATED HOURLY INSTRUCTORS
LONG BEACH CITY COLLEGE

EFFECTIVE

JULY 1, 2007 – JUNE 30, 2010
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PREAMBLE

This agreement is entered into this 1st day of June, 2007 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 I

RECOGNITION

A. 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, and coordinators.

Furthermore, the unit shall exclude: all contract and regular certificated employees, all retired regular certificated employees, administrators, managers, supervisors, and confidential employees as defined by the Educational Employment Relations Act (EERA). In addition, the unit shall exclude all classified employees, Child Care Center Director and volunteers.

B. 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.

C. 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 30 days of the establishment of a new position, the issue shall be submitted to the Public Employment Relations Board for a ruling.

D. This Article shall not be subject to any grievance procedure.
ARTICLE II

ASSOCIATION AND MANAGEMENT RIGHTS

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

A. 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.

B. Distribution and Posting

CHI/CTA/NEA representatives may distribute organizational literature on District property, or leave 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 Chief Human Resources Officer. District supplies and materials are not to be used for organizational purposes. A mailbox shall be provided to CHI/CTA/NEA at Liberal Arts Campus (LAC) and at the Pacific Coast Campus (PCC).

C. Board Presentations

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

D. Information to CHI/CTA/NEA

The District shall furnish to CHI/CTA/NEA:

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. Upon request, a current list of the names, department, and work locations of unit members (to be furnished not more than 4 times per year).

3. A copy of this Agreement for each unit member after negotiations are completed for a new contract.

E. 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.

F. Automatic Salary Deductions

Upon appropriate written authorization from the unit member, the District shall deduct from the salary of the unit member and make appropriate remittance for Association dues and any other plans or programs approved jointly by CHI/CTA/NEA and the District.

G. Committees

Unless otherwise provided in this Agreement or in District policy, the Association shall have the right to designate a CHI/CTA/NEA faculty representative to all District-formed advisory committees affecting topics of negotiation or academic/professional matters affecting hourly faculty members.

H. Assigned Time for Association Business

The District shall provide 3 hours of assigned time per week per semester to the President of the association for the purpose of conducting CHI/CTA/NEA business. The assigned time shall be listed on a timecard of the affected unit member and shall not be used to calculate eligibility for contract or regular status. The timecard is directly submitted to Human Resources.

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 III

GRIEVANCE PROCEDURE

A. Definitions

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 provisions of this Agreement.

2. A Grievant must be a CHI/CTA/NEA unit member of the District covered by the terms of this Agreement or CHI/CTA/NEA.

3. A Day is a weekday on which the college is open for business and instruction is offered.

4. The Respondent is the lowest level of administration determined by the District as having the authority to adjust the complaint.

5. A Representative is a CHI/CTA/NEA unit member of the District or CTA Consultant who may be 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.

B. Informal Level of Grievance

1. Within 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. When the respondent receives a request, he/she shall arrange a mutually convenient meeting time (within 5 days) with the grievant to discuss the matter and attempt to resolve the complaint. If the grievant desires, he/she may have a unit member or CTA Consultant 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.
2. The grievant and respondent may mutually determine that the grievance be considered under the provisions of this Agreement pertaining to the Contract Administration Committee. Decisions reached by the Contract Administration Committee shall be binding on both parties.

C. Formal Level of Grievance

**Level I:** Within 10 days of the informal conference or the notification from the Contract Administration Committee that it was unable to resolve the matter by consensus, and if the grievance is still not resolved, the grievant must present his/her grievance in writing on the grievance form 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 rationale for the decision to the grievant in writing within 5 days after receiving the written grievance.

**Level II:** If the grievant is not satisfied with the decision at Level I, he/she may, within 5 days, appeal the decision on the grievance form to the appropriate vice president. 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. The vice president shall communicate his/her decision to the grievant, in writing, within 10 days after receiving the written appeal.

**Level III (MEDIATION):** If the grievant is not satisfied with the decision at Level II, he/she may, within 10 days request that CHI/CTA/NEA submit the grievance to mediation. Within 5 days of receiving the request, CHI/CTA/NEA shall submit a written request to the Chief Human Resources Officer. 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 5 days the parties shall meet to agree on the selection of a mediator. If after 5 days the parties are unable to agree on the selection of a mediator, the parties shall within 5 days mutually submit to the California State Mediation and Conciliation Service a request for the immediate services of a mediator.

1. 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.

2. 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. While the mediator shall not have the authority to impose a settlement upon the parties, the mediator shall be responsible for the following:

a. The mediator shall accept written and/or verbal evidence from the parties regarding their respective positions.

b. In the event the grievance is not resolved by the parties at this level, the parties may request that the mediator submit a written recommendation to resolve the dispute, based upon an informal record created during the mediation session. A copy of this recommendation for resolution must be submitted to Human Resources, the Superintendent-President, CHI/CTA/NEA and the grievant within the above referenced 10 days.

Level IV: If CHI/CTA/NEA is not satisfied with the results of mediation, CHI/CTA/NEA may appeal, in writing, to the Board within 5 days from the time of the mediator's decision. The Board will respond to the appeal within 15 days following the first Board meeting after receipt of the appeal. If a decision is not rendered in the 15 day period, the Board shall communicate, in writing, the intention of the Board to continue its consideration of the appeal. Within 10 days after such communication, the Board shall render a decision.

D. Miscellaneous

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. Absence from regular duties shall be granted to the respondent and his/her representative, if any, when such regular duties conflict with attendance at conferences or hearings with District personnel.

2. A regular employee of the District who is designated by the respondent may serve as a representative at any level of the grievance without loss of salary. Absence from regular duties shall be granted to the respondent and his/her representative, if any, when such regular duties conflict with attendance at conferences or hearings with District personnel.

3. CHI/CTA/NEA shall receive a copy of all documents, grievances, and appeals at the formal levels.

4. CHI/CTA/NEA shall have the right to consult with and/or represent the grievant at any level of the grievance process.

5. Time limits may be modified by mutual agreement.

6. 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.
7. If, in any 10 day period, an administrator receives more than 2 grievances, the administrator shall have the option of referring the overload to the next higher level.

8. 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 IV

LEAVES

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

A. Sick Leave

Every unit member shall be granted 1 hour of sick leave at full pay for every 18 hours of paid service, excluding substitute hours, stipends, responsibility compensation, reader pay, and contract education pay. Unused sick leave shall be accumulated from year to year. Unit members on sick leave in excess of 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.

B. 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 100 consecutive working days (5 months) for each particular illness or injury at a rate of 50% of his/her regular salary.

C. Pregnancy and Maternity Leave

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.

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 A of this Article.

D. Parental Leave

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

E. Personal Necessity Leave

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

1. Death of a member of the immediate family (immediate family defined in Section G of this Article) when the bereavement leave granted under this Article has been exhausted.

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 G of this Article.

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. Illness in the immediate family of the unit member, as defined in Section G of this Article.

5. Home protection in the event of a natural catastrophe such as severe storm, fire or earthquake.

6. For reasons of compelling personal importance (as per the Education Code, Section 87781.5). The unit member must provide 24 hours advance notice of the intention to use this provision.

F. Imminent Death Leave

Every unit member shall be entitled to 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 G of this Article).

G. 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 of the unit member, and the spouse, 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 7 calendar days of the death and is not cumulative.

H. 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 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 60 day limit may be granted at the discretion of the Board.

I. 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.

J. 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.

K. Professional Conference Leave

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 meetings 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.

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.

L. Miscellaneous

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.

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.

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 V
PERSONNEL FILES

A. "Personnel files" means all records contained in the unit member's official District personnel jacket. 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.

B. 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 Chief Human Resources Officer, 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 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.

C. 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 2 working days after District compliance with the legal process.

D. 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.

E. 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 15 working days excluding leaves, holidays, or recess days to review, comment, and to have such comments attached to the material in question.

F. 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 VI
EVALUATION

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

B. 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.

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.

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

   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.

C. Professional Standards

The following professional competencies, responsibilities, and activities on the part of the evaluatee shall be considered as a part of the evaluation.

1. Professional Competence

   a. Demonstrates professional knowledge in his/her field of preparation/instruction during the performance of assigned duties.

   b. Communicates ideas, instruction, assignments and other presentations effectively, clearly and accurately.

   c. Knows and uses material and methods designed to achieve objectives of the area of service assigned.

   d. Exercises prudent, reasonable, and impartial judgment in reaching decisions, resolving problems, and evaluating the work of others.

2. Professional Responsibilities

   a. 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 end of the second week of the class.
b. Encourages the development of an environment in which the dignity and individuality of others are respected.

c. Plans and organizes effectively the work involved in the assignment.

d. Demonstrates the conscientious use, care, and protection of District property, supplies, and equipment.

3. Professional Activities

a. Demonstrates interest in keeping abreast of recent and current issues and developments in his/her field of endeavor.

b. Works cooperatively with students, peers, and other members of the staff on matters of common interest and concern.

c. Accepts differences of opinion, attitudes, and procedures in professional matters by peers, students, and administration as important to the development of an educational institution.

d. Evaluates his/her own performance, seeks appropriate assistance when it is needed and accepts constructive suggestions for improvement in the assignment.

D. 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 6 regular semesters or 3 years, whichever comes first. Hourly faculty teaching only in the summer will be evaluated during the summer.

1. 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.

2. At the sole discretion of the District, a unit member that receives a rating of “Needs to Improve” and is retained for employment by the District shall be evaluated in the subsequent semester of assignment.

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

F. The Human Resources Office will produce the evaluatee evaluation schedule each semester.
G. The hourly academic employees evaluation process shall be as follows:

1. The evaluation process shall be recommended by each department's full-time faculty, after consultation with the department's hourly faculty, and approved by the appropriate dean. This consultation shall include at least a meeting of members of both faculty units (CHI/CTA/NEA and CCA-LBCC) at a reasonable time and place. The appropriate dean shall ensure the evaluation process is appropriately developed and consistently applied for all members of the department. This evaluation process shall include, but is not limited to, the following:

   a. Peer evaluation by a full-time faculty member(s) of the department. The Department Head will publish a list of full-time faculty members in the department\(^1\) who are willing to serve as evaluators. The evaluee will select at least 3 people from this list and the Department Head will select the evaluator from these three.

   b. The process shall include the following:

      (1) At least one classroom visit or observation in a clinical or other appropriate work setting by the evaluator, at a time agreed to by the evaluee.

      (2) Review of completed student evaluation questionnaires. For like activities, functions, and responsibilities this questionnaire shall be identical for both the full-time and CHI/CTA/NEA faculty in the department.

      (3) Review of course(s) syllabi, instructional materials used in the course(s), and relevant statistical data, such as grade distribution and retention reports.

      (4) A review of the employee's record of timely and accurate submission of all required college documents, including attendance and grade reports, which shall be provided by the appropriate administrative offices.

      (5) Departments with non-teaching assignments will develop their own protocol for evaluations in lieu of classroom visitations.

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\(^1\) If the number of full-time faculty in the department is less than three (3) or if there are not three full-time faculty members available to serve as evaluators, then the Department Head may elect to conduct the evaluation or seek the additional number of faculty needed to make a list of three (3) from a closely related department.
c. No one involved in the direct evaluation of the evaluee shall be a close relative of the evaluee as defined in Board Policy 2800.2 (spouse, 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). If the Department Head is a close relative of the evaluee, the appropriate dean will assume the department head's role in the evaluation process. If the dean is a close relative of the evaluee, the appropriate vice president will name another administrator to assume the dean's role.

d. All evaluees within a single department shall be evaluated using the same process.

e. Prior to the commencement of the evaluation, the evaluator shall confer with the evaluee regarding the specifics of the evaluation process and establish a time-line for all meetings, observations and completion of the evaluation process.

f. All information gathered during the evaluation process shall be confidential.

g. The evaluator shall discuss the evaluation with the reviewer (department head, or if the evaluator is the department head, then the reviewer is the appropriate dean). At that time, the reviewer shall discuss with the evaluator information relevant to the evaluee's compliance with the professional standards listed in Article VI.C.1.-3. The evaluator and reviewer shall jointly agree on and assign a final evaluation rating of either "satisfactory," "needs to improve," or "unsatisfactory". In the event the evaluator and reviewer cannot agree on a final rating, this decision will be made by the next highest administrative level. If the evaluee 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.

h. Following the meeting with the reviewer, the evaluator shall meet with the evaluee to discuss the results of the evaluation activities. This meeting shall occur within 10 working days of the conclusion of the evaluation activities.

i. The evaluator shall provide a copy of the completed Hourly Academic Employee Evaluation Form to the evaluee at the conclusion of the meeting to discuss the results of the evaluation.
j. The evaluator shall forward the original of the completed Hourly Academic Employee Evaluation Form, signed by the evaluator, reviewer, and evaluee to the appropriate dean within 5 working days of the final meeting between the evaluator and the evaluee.

k. The dean shall forward the original of the completed Hourly Academic Employee Evaluation form to Human Resources at least 5 working days before the end of the semester in which the evaluation is conducted.

l. The evaluation shall cover the period of time since the last evaluation.

m. A unit member(s) who is evaluated according to the provisions of this article, shall receive one hour of pay as compensation for time required beyond his/her regular assignment to participate in this evaluation process.
ARTICLE VII

HOURS OF EMPLOYMENT/SERVICE LOAD

A. Unit Members Faculty Schedules

1. Every 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.

2. The District has the right to assign unit members in the area of need. Unit members shall be subject to such assignments or such change in assignment as shall be in the best interests of the District, with the understanding that such assignments shall not be punitive.

3. The department head shall notify the unit member in writing when there is a change of assignment. If desired, the unit member may request a meeting with the department head and/or the appropriate dean to discuss the change of assignment.

B. 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 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.

C. 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 of the means by which the course is to be taught (lecture, laboratory, outside assignments, etc.), and attendance requirements. Other recommended items are: examination dates, text assignments, and an outline of topics to be covered in the course.
D. Load in Large Lecture Classes

1. A unit member assigned to a class with an enrollment of 170% of the class size maximum will receive 1-1/2 times the usual teaching units for the class (double size class).

2. A unit member assigned to a class with an enrollment of 240% of the class size maximum will receive 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.

3. Large lecture classes will be held only in locations which meet health and safety requirements for the number of students enrolled in the class.
ARTICLE VIII

WORKING CONDITIONS

A. Each division will provide office space at the appropriate campus or campuses for the CHI unit members assigned to that division.

B. Each division office will maintain references and resources for the CHI unit members, which shall include but not be limited to the following: District Policy Manual, current College Catalog, current Schedule of Classes, and personnel-related forms.

C. The District shall distribute to each CHI unit member a copy of the current 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.

D. CHI unit members shall have access to instructional equipment, duplicating services, and supplies equal to that of any other faculty member.

   1. 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 and processed by the Human Resources Department. Quality and quantity of business cards will be determined by the Human Resources Department.

E. The District shall provide CHI unit members with information regarding conference and staff development opportunities.

F. The District shall notify all CHI unit members of full-time academic employment opportunities with the District.

G. 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.

H. The District administration shall notify CHI unit members of the process to acquire an e-mail address with the District.

I. Notification of Proposed Assignment

Effective July 1, 2001 the District will implement the following procedure in the determination of hourly faculty assignments:

   1. To the extent practical within each instructional department will establish a "pool" of current hourly faculty members.
a. Placement within the "pool" will be based upon consideration of the following criteria:

(1) Continued satisfactory performance, as determined by the hourly faculty evaluation procedure and/or determination of the Department Head and School Dean;

(2) Areas of specialization where departments have diverse curriculum needs for its instructional courses;

(3) Recent (within the past four semesters) of instructional service within the department;

(4) Length of instructional service within the department;

(5) Hourly instructors previously attaining tenure status as a result of the Peralta decision; and

(6) Number of classes assigned in previous hourly assignments.

b. CHI members will be provided written notice by the District of their inclusion within the "pool" and the unit member shall be given the opportunity to provide information on availability to the Department Head and/or School Dean.

c. It is the responsibility of the CHI unit member to provide notice and appropriate documentation of additional experience, education and/or training which would make him/her eligible to be included in more than the department in which previously employed/assigned. Determination of such qualification rests with the District Human Resources Department.

d. CHI unit members shall inform, in writing, of their area/Dean/Department Head of their availability for teaching assignments for the next semester/academic year. Such notice shall not preclude solicitation of such information by the Department.

e. If additional experience, education and/or training has occurred since original placement within the "pool," the unit member is responsible for updating his/her profile and may request a review by the department.

f. CHI unit members shall have the right to be considered for inclusion in as many department(s) "pools" as they are qualified to serve in as determined by the Human Resources Office.
2. Notification of assignment
   a. CHI unit members shall be notified of, and accept, an offer of assignment at the time the second run of a schedule, identifying them with a class, is submitted to Academic Services.
   b. Following submission of the second run of a schedule, if a unit member's assignment is changed, he/she must be so notified prior to the time such change is received by Academic Services.
   c. Whenever possible, notification of proposed assignment, or loss of previous assignment, shall be in writing as schedule deadlines permit.
   d. CHI unit members shall not be scheduled for classes without their agreement.
   e. CHI unit members shall inform their department chair, as early as possible, if they will be unable to accept a proposed assignment or if their availability for an assignment changes from the previous semester.
   f. Inability to take an assignment already agreed to shall not entitle the unit member to exercise any "bumping" rights.
   g. CHI unit members shall receive written confirmation of their assignment prior to the printing of the class schedule. Assignments made after the printing of the class schedule shall be confirmed in writing prior to the start of an assignment.

3. Summer assignment
   a. Where the number of available classes is limited, department chairs shall make every effort to rotate summer assignments among all CHI unit members wishing to work and deemed eligible for assignment to available classes based upon their placement in the "pool."
   b. In those situations where the District receives State funding for classes that would have been conducted on July 4, CHI unit members will be compensated in the same manner as full-time faculty.
4. Waiver

a. Waiver of "pool" placement shall be through consultation with CHI, with confirmation by the area dean, for any of the following reasons:

(1) Development of new programs/courses.

(2) Emergency staffing of a class when all unit members within the "pool" are unable to accept an offer of assignment or the time frame for staffing the class does not permit consultation with "pool" unit members (e.g. splitting classes, last-minute replacements, last-minute added classes).

(3) "Emergency" staffing shall be for that semester only; and any unit members assigned to classes in this manner shall be placed within the appropriate "pool" prior to their assignment in any subsequent semester.

b. Departments with a limited number of "qualified" part-timers (as determined by the department) shall not be required to develop a "pool."

5. Appeals

CHI unit members shall have the right to appeal the application of the provisions of this Article (informal grievance process) to the appropriate department chair. If this situation remains unresolved, the unit member may proceed to formal grievance Level 1 (see Article III).
ARTICLE IX

ASSIGNED TIME FOR SPECIALLY FUNDED PROJECTS

Hourly instructors may be given a paid assignment to serve as a 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 X

SALARY

The Certificated Hourly Instructor (CHI) Salary Schedule shall be increased by 8.0% effective July 1, 2007. The increase shall be applied to CHI members who are employed and assigned academic responsibilities beginning July 1, 2007 and beyond.

SALARY NARRATIVE (SCHEDULE 5)

A. Column Placement

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.

2. Placement on Column A is granted to those who do not possess a Master's degree or qualify for vocational equivalency.

3. Placement on Column B is dependent on possession of a Master's degree (see A.5. below for vocational equivalency).

4. Placement on Column C is dependent on: (a) verification of 24 semester hours of upper division or graduate work beyond the Master's degree or 54 semester hours of upper division or graduate work beyond the Bachelor's degree.

5. Vocational equivalency shall be granted to an employee whose assignment is 50% or more in a qualified vocational area as indicated by the following program numbers in the District's Chart of Accounts -- in Group A: 29, 30, 31, 32, 33, 34, and 35 and the equivalent programs in Group B.

   a. All persons who do not qualify for salary placement under X.A.5.b. below shall be considered to have less than a Master's degree and will be placed on the first column of the salary schedule.
b. Placement on Column B: (1) any State Department of Education full-time, life, vocational credential valid for teaching in a California Community College, or (2) a California Community College instructor credential, life, for teaching in a vocational subject. In lieu of the credentials mentioned above, any Associate Degree plus any certificate or license required to do that work and 6 years of experience in that discipline and 6 units in any field and 12 teacher training units shall fulfill the requirements of this section.

6. Advancement on the salary schedule will be effective on the first day of the semester (including summer session) following the conferral of the degree or the completion of the course work.

7. It is the employee's responsibility to submit transcripts verifying advanced work. No change in salary placement will be made unless official verification of work completed is presented to the Office of Human Resources within 8 weeks of the beginning of the semester or summer session.

8. Travel is not credited for advancement on the salary schedule unless credit for the travel has been granted by an accredited college or university.

B. Salary Increments

No placement credit for hourly teaching experience outside of the District is granted on 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, long term substitute, or voluntary assignment. Credit toward a year of service on Schedule 5 shall be granted when a unit member starts and completes at least one entire course of at least 18 clock hours during the academic year.

C. Compensation for College Flex Days

1. CHI unit members shall be required to attend up to 3 hours of the College Flex Day activities if that day falls on a regularly assigned work day.

2. The CHI unit member shall receive his/her hourly pay rate for such attendance.

**PAY IN EQUAL INSTALLMENTS**

The District shall compensate unit members in equal installments for work performed each semester. This provision shall not apply to summer sessions.
STIPENDS FOR SERVICE ON COMMITTEES

Stipends shall be paid to CHI unit members serving on District committees established in accordance with Article II.G. Membership for committees established by the Academic Senate and enumerated at Appendix B 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 shall initiate the review. Stipends are enumerated in Salary Schedule 5B (Appendix B), which is appended to and incorporated into this Agreement.
ARTICLE XI

SOCIAL SECURITY AND ALTERNATIVE RETIREMENT PLAN

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 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 XII

REOPENERS

For each year, 2007-2010, each party may reopen one article in addition to Article X, Salary.

ARTICLE XIII

CONTINUATION OF POLICIES AND PROCEDURES

A. Except as otherwise provided in this Agreement, the terms and provisions of the current District Policy Manual, and administrative 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.

B. In those instances where past departmental or institutional practices or procedures are in conflict with this contract, this contract shall prevail.

C. 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 Administration Committee, if possible, or deferred until the next negotiations.

ARTICLE XIV

SCOPE AND WAIVER CLAUSE

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 XV

CONTRACT ADMINISTRATION COMMITTEE

A. 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.

B. In the case of a grievance, the grievant and respondent may mutually request that the point or points at issue be considered by this committee. Such requests shall be activated between the Informal Level and Level I of the grievance procedure. Decisions reached by the Contract Administration Committee shall be binding on both parties.

C. Neither the District nor CHI/CTA/NEA waive any rights included in other articles by participation in this procedure.
ARTICLE XVI

DURATION OF AGREEMENT

This Agreement shall become effective on July 1, 2007 and shall continue in effect to and including June 30, 2010 and shall automatically remain in effect for each succeeding 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 1st day of June, 2007 between the Board of the Long Beach Community College District and the CHI/CTA/NEA.

DISTRICT REPRESENTATIVE

Rose C. DelGaudio
Chief Negotiator
LBCCCD

CHI/CTA/NEA REPRESENTATIVE

Vincent Riojas
President
CHI/CTA/NEA
APPENDIX A

LONG BEACH COMMUNITY COLLEGE DISTRICT
SALARY – SCHEDULE 5

(Temporary Faculty Hourly Pay)

Long Beach Community College District
CHI Salary Schedule
Academic Year 2007-08

<table>
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<th>Years of Service</th>
<th>Less Than Master's</th>
<th>Master's</th>
<th>Bachelor's + 54 &amp; MA or Master's + 24</th>
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</tr>
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</table>

Note: Initial placement for faculty is at Step 1, with advancement occurring every two (2) semesters of part-time employment.

Effective: 7/1/07
Adopted: 6/26/07
APPENDIX B

LONG BEACH COMMUNITY COLLEGE DISTRICT
SALARY - SCHEDULE 5B
COMMITTEES - COMPENSATION (STIPENDS)

ADDITIONAL COMPENSATION PAID TO HOURLY ACADEMIC EMPLOYEES
BASED ON ADDITIONAL TIME AND/OR RESPONSIBILITY

Total Amount For School Year

$100
- Calendar Committee
- Department/Division Self Study Committee
- Equivalency Committee*
- Faculty Development Committee
- Self Study Review Committee (membership)

$350
- Academic Senate (2 members)*
- Accreditation and Standards Committee
- Budget Advisory Committee
- Curriculum Committee and Subcommittees*
- Economic Grants and Resources
  - Facilities Planning Committee
  - Staff Planning Committee
  - Technology Planning Committee
- Educational Master Planning Committee (EMPC)
  - AQSESS
  - Instructional Planning Committee
  - Student Support Planning Committee
- Educational Programs Self Study Committee
- Faculty and Staff Self Study Committee
- Faculty Professional Development Steering Committee
- Financial Resources Self Study Committee
- Governance Self Study Committee
- Information Technology Steering Committee
- Institutional Effectiveness Self Study Committee
- Institutional Integrity Self Study Committee
- Institutional Mission Self Study Committee
- Library and Learning Resources Self Study Committee
- Physical Resources Self Study Committee
- Self Study Steering Committee
- Student Services Self Study Committee

*CHI shall select representatives to all committees with the exception of the Academic Senate and its committees which shall be determined by election.
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