

**TENTATIVE AGREEMENT BETWEEN THE
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
AND THE AFT PART-TIME FACULTY UNITED, LOCAL 6286, AFL-CIO
November 1, 2022**

This tentative agreement between the Victor Valley Community College District and the AFT Part-Time Faculty United, Local 6286, AFL-CIO, is expressly made pursuant to the Educational Employment Relations Act and the parties' collective bargaining agreement. All other provisions in the Collective Bargaining Agreement shall be deemed to remain unchanged unless otherwise expressly stated.

**ARTICLE 2:
Recognition**

2.1 The District recognizes AFT Part-Time Faculty United as the exclusive bargaining agent and representative of the Part-Time Faculty Bargaining Unit effective June 2, 2004.

2.2 The Part-Time Faculty Bargaining Unit is described in the PERB Certification of Representation in Case No. LA-RR-1101-E, name as amended August 26, 2004 LA-AC- 59-E. "Unit Members" shall mean all members of the Bargaining Unit, individually or collectively.

2.2.1 The Part-Time Faculty Bargaining unit shall include only part-time faculty teaching sixty-seven percent (67%) or less of a full-time load either for credit or non-credit. This includes the part-time faculty assignment portion of classified employees who teach and all part-time counselors and part-time librarians not included in the full-time faculty contract.

2.2.2 The Part-Time Faculty Bargaining unit shall exclude all management, supervisory, classified (with the exception of teaching assignments performed by classified employees), and confidential employees and all full-time or pro-rata permanent or tenured faculty, contract or non-tenured faculty, full-time temporary faculty paid on the regular and contract faculty salary schedule, substitutes, and lab supervisors.

2.3 ~~Unit Members on an authorized leave of absence remain members of the Bargaining Unit during such leaves of absence. Leaves of absences are not authorized beyond the conclusion of the contracted semester/session in which they were granted.~~

[Moved to Article 8.1.3.]

2.4 Any dispute between the District and AFT Part-Time Faculty United as to whether any new or revised position is to be included within or excluded from the Bargaining Unit shall be submitted to the exclusive jurisdiction of the Public Employment Relations Board ("PERB").

For the District:



Monica Martinez

Todd Scott

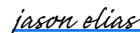
Todd Scott

For the AFT Part-Time Faculty United
Local 6286, AFL-CIO:



April Allen (Jun 15, 2023 11:16 PDT)

April Allen



Jason Elias (Jun 22, 2023 11:25 PDT)

Jason Elias, Field Representative

**TENTATIVE AGREEMENT BETWEEN THE
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
AND THE AFT PART-TIME FACULTY UNITED, LOCAL 6286, AFL-CIO
June 14, 2023**

This tentative agreement between the Victor Valley Community College District and the AFT Part-Time Faculty United, Local 6286, AFL-CIO, is expressly made pursuant to the Educational Employment Relations Act and the parties' collective bargaining agreement. All other provisions in the Collective Bargaining Agreement shall be deemed to remain unchanged unless otherwise expressly stated.

**ARTICLE 5
GRIEVANCE PROCEDURE**

5.1 Definitions

- 5.1.1 "Grievant:" a "grievant" is the Union (AFT PTFU), a unit member, or a group of unit members who allege a violation, misinterpretation, or misapplication of one or more specific sections of this Agreement.
- 5.1.2 "Grievance:" a "grievance" is an allegation that there has been a violation, misinterpretation, or misapplication of one or more specific sections of this Agreement.
- 5.1.3 "Working day:" for the purposes of this article, a "working day" is defined as any calendar day that the College's business offices are open and classes are being held. Working days do not include holidays or weekends.

5.2 General Provisions

- 5.2.1 The District and AFT Part-Time Faculty United agree that a reasonable effort will be made by the District and the unit member(s) to resolve the grievance(s) in an informal manner at the lowest possible level.
- 5.2.2 Each party involved in a grievance shall act in a timely manner so that the grievance may be resolved promptly. However, with the written consent of the Union and the District, the time limits for any level may be extended. The right to grieve the incident is forfeited when AFT PTFU fails to adhere to the time limits. If the District fails to respond within the time limits, the grievance will proceed to the next level in the grievance process.
- 5.2.3 The Grievance and Appeal Form appears in Appendix B. The form requires that the grievant must specify the precise section(s) of this Agreement which have been violated, misinterpreted, or misapplied and requires the grievant to specify a requested remedy.
- 5.2.4 The grievance process may not be used to challenge the termination or non-renewal of an assignment unless a violation, misinterpretation, or misapplication of Article 13 is alleged.
- 5.2.5 The grievant shall have the right to be present at the meeting for each level of the grievance procedure. All parties shall make every effort to schedule grievance

meetings at mutually convenient times. A grievance meeting shall not be scheduled during the time the grievant is required to be present in class.

5.2.6 Grievances of a similar or like nature may be joined as a single grievance upon the written mutual consent of the grievants involved and the District. Should the grievances be consolidated, the final grievance decision shall be binding upon all parties to the consolidated grievance.

5.2.7 In adjusting the grievance, the grievant and the District shall have equal access to any documents and District records not otherwise protected from access by law. Access to the personnel file of the grievant by the Union will be permitted only where the Union has the written authorization of the grievant.

5.2.8 All grievance documents and/or files shall be maintained in a section of the Human Resources filing system separate from the personnel files. Access to grievance documents shall be limited to District personnel charged with the processing of grievances, the grievant, and AFT Part-Time Faculty United representatives with written authorization by the grievant.

5.2.9 No reprisals of any kind shall be taken by the District or AFT Part-Time Faculty United against any grievant or other participant in the grievance procedure by reason of such participation.

5.2.10 Other than AFT Part-Time Faculty United no other person or organization may represent the grievant. However, a bargaining unit member may file a grievance on his/her own behalf and incur any costs. With the exception of arbitration, the grievant shall be allowed to process and attend every step of the grievance procedure.

5.2.11 The grievant shall be accompanied by AFT Part-Time Faculty United at all grievance meetings unless representing himself/herself. In situations in which the grievant has chosen to represent him/herself, the District shall not agree to a final resolution of the grievance until AFT Part-Time Faculty United has received a copy of the grievance and the proposed settlement and has been given the opportunity to file a response to the matter within ten (10) working days of that receipt. Such settlements shall not be precedents for other disputes, except by written agreement between the District and the Union.

5.2.12 The Manager or Dean shall forward all documentation related to the grievance to the Vice Presidents of Instruction and Human Resources.

5.3 Procedures

5.3.1 Informal

5.3.1.1 Within ~~fifteen (15)~~ **twenty (20)** working days after the alleged acts or omissions giving rise to the complaint or after the grievant should reasonably have known of the alleged act or omission giving rise to the complaint, the grievant shall present the grievance to the grievance officer of AFT PTFU to determine if a grievance against the contract exists. If the complaint is a grievance, the grievant and AFT PTFU have ~~five (5)~~ **ten (10)** days to schedule and hold a conference with the manager or dean. The grievance officer will accompany the grievant to the informal conference. If the grievant does not present the alleged grievance within

the fifteen (15) working days noted above, the right to grieve the incident is forfeited.

5.3.1.2 The Manager or Dean shall have **five-ten (5-10)** working days to respond. If not resolved, the matter will be moved to Level One Grievance.

5.3.2 Level One

5.3.2.1 Formal Level I: within ten (10) working days after Manager or Dean responds, or should have responded, if the grievant is not satisfied, the grievant and the grievance officer will present the grievance in writing to the grievant's immediate Manager or Dean. The grievant shall deliver a copy of the Level One grievance to AFT Part-Time Faculty United. If the grievant does not present the grievance within the ten (10) working days noted above, the right to grieve the incident is forfeited.

5.3.2.2 This grievance statement shall be a clear, concise statement of the alleged violation, misinterpretation, or misapplication of a specific article and section of this Agreement, the circumstances involved, the decision rendered at the informal conference, if any, and the specific remedy sought. The grievance shall be submitted on the Grievance Form.

5.3.2.3 The immediate Manager or Dean shall communicate his/her decision in writing to the grievant and to AFT Part-Time Faculty United within ten (10) working days after receiving the Level One grievance.

5.3.3 Level Two

5.3.3.1 In the event the grievant is not satisfied with the decision at Formal Level One, the grievant may, with the grievance officer, within ten (10) working days, appeal the decision in writing in a meeting with the Vice President of Instruction or his/her designee. The grievant shall deliver a copy of the Level Two grievance to AFT Part-Time Faculty United. This appeal shall include a copy of the original grievance, the decisions rendered, and the reasons for the appeal.

5.3.3.2 The Vice President of Instruction or designee shall communicate his/her decision in writing to the grievant and AFT Part-Time Faculty United within fifteen (15) working days after receiving the Level Two grievance.

5.3.4 Level Three: Mediation

5.3.4.1 If the grievant is not satisfied with the decision at Level Two, at the grievant's option, he or she may, with the grievance officer, within ten

5.3.4.2 (10) working days of the receipt of the decision on the grievance from Level Two, submit to AFT Part-Time Faculty United, a written request for mediation of the grievance. Upon notification from AFT PTFU, the Vice President of Human Resources shall, within ten (10) working days after the receipt of the written request, submit to the California State Mediation and Conciliation Services a request for the services of a mediator. AFT Part-Time Faculty United and the District shall jointly agree to the mediator selected.

163 5.3.4.3 If a satisfactory resolution of the grievance is achieved by means of this
164 mediation process, both parties to the grievance shall sign a written
165 statement of the resolution to that effect and thus waive the right to further
166 appeal the grievance.

167 168 5.3.5 Level Four: Arbitration

169
170 5.3.5.1 If the grievance was submitted to mediation but the mediation process did
171 not produce a mutually acceptable resolution, within ten (10) working days
172 of the mediation meeting, the grievant may request, in writing, that the
173 Union submit the matter to binding arbitration. Only AFT PTFU may make
174 the decision to move the grievance forward to binding arbitration. The
175 ability to move to binding arbitration is forfeited if the deadline to file is not
176 met.

177
178 5.3.5.2 If the decision of AFT PTFU is to move the grievance to binding
179 arbitration, then within fifteen (15) working days following receipt of the
180 written request for arbitration, the Union shall notify the District in writing
181 that it is submitting the grievance to binding arbitration.

182
183 5.3.5.3 AFT Part-Time Faculty United and the District shall attempt to agree upon
184 an arbitrator. If no agreement can be reached, within 15 working days, the
185 Vice President of Human Resources shall request a list of five (5) names
186 from the California State Mediation and Conciliation Services to provide a
187 roster of five names of persons experienced in hearing grievances in
188 public agencies. Each party shall alternately strike a name until only one
189 name remains. The order of striking shall be determined by lot. The
190 remaining name shall be the arbitrator.

191 192 5.3.6 Arbitration Procedure

193
194 5.3.6.1 The arbitrator shall have no power to alter, amend, change, add to, or
195 subtract from any of the terms of this Agreement, but shall determine only
196 whether or not there has been a violation, misinterpretation, or
197 misapplication of this Agreement. The decision of the arbitrator shall be
198 based solely upon the evidence and arguments presented to him or her by
199 the respective parties in the presence of each other and upon the
200 arguments presented in briefs.

201
202 5.3.6.2 Either party may, at its own expense, cause the hearing to be recorded by
203 a certified court reporter, and the other party may, at its own expense,
204 receive a certified copy of the record so created, or the parties may bear
205 the expense equally.

206
207 5.3.6.3 The arbitrator's decision shall be in writing and shall set forth all relevant
208 findings of fact, reasoning, and conclusions on the issues submitted. The
209 arbitrator shall be without power or authority to make any recommendation
210 that requires the commission of an act prohibited by law or that violates
211 the terms of this agreement. The findings, conclusion, and
212 recommendation of the arbitrator shall be final and binding on both parties.

213
214 5.3.6.4 The cost of the services of the arbitrator will be borne equally by the
215 District and Union. All other expenses shall be borne by the party
216 incurring them.

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For the District:



Monica Martinez

Todd Scott

Todd Scott

For the AFT Part-Time Faculty United
Local 6286, AFL-CIO:


April Allen (Jun 15, 2023 11:19 PDT)

April Allen


Jason Elias (Jun 22, 2023 11:27 PDT)

Jason Elias, Field Representative

**TENTATIVE AGREEMENT
BETWEEN THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
AND THE AFT PART-TIME FACULTY UNITED, LOCAL 6286, AFL-CIO
June 14, 2023**

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**ARTICLE 6
EVALUATION**

6.1 To assure the highest quality educational programs and services, Unit Members shall be observed and evaluated.

6.2 Definitions

6.2.1 An "evaluatee" is the Unit Member being evaluated.

6.2.2 An "evaluator" shall be the Dean or ~~Manager~~ **appropriate administrator** for the evaluatee. Per Education Code Section 87663(c), the evaluation shall include a peer review process.

6.2.3 A "peer reviewer" may be either a part-time or a full-time faculty member from the part-time faculty member's discipline or related discipline.

6.2.4 An "~~Q~~observation" is a continuous period of not less than thirty (30) minutes during which the observer or peer reviewer observes the Unit Member in the performance of his or her duties. The Peer Observation Form will be used during the observation.

6.2.5 A "short-term" class is defined as any course less than eight (8) weeks.

6.2.6 A satisfactory final evaluation is defined as an average of 3.0 or higher as defined on the evaluation forms in Appendix B, **participation in the assessment and evaluation of Student Learning Outcomes, and timely completion of census, grades, positive attendance reporting and absences, as applicable.**

[NOTE: The parties acknowledge that regulations regarding DEIA Evaluation and Tenure Review of District Employees have been issued by the California Community Colleges Board of Governors. The parties therefore agree to continue to meet and confer over the addition of a DEIA category to the evaluation forms in accordance with the CCC Chancellor's Office issues final guidance.]

6.2.7 For the purpose of this article, a working day is defined as a day that the central administrative offices of the District are open for business and classes are being held.

6.2.8 The Dean **or appropriate administrator** prepares a "final evaluation report" that includes the observation report, a summary of student evaluations, and information regarding the adjunct faculty member's participation in the assessment and evaluation of Student Learning Outcomes **and timely completion of census, grades, positive attendance reporting and absences, as applicable as well as a description of how the unit member plans to use the results of the assessment of learning outcomes to improve teaching and learning.**

6.3 Scheduling and Frequency

- 58 6.3.1 A Unit Member who has not met the requirements to receive priority assignment as
59 described in 13.3 shall be evaluated during the first regular semester of employment
60 and during the third semester of employment.
61
- 62 6.3.2 A Unit Member may be observed any semester that the Unit Member is employed but not
63 less than once in a **foursix**-semester period.
64
- 65
- 66 6.3.3 Observations for the purpose of evaluation must be held during any scheduled class or
67 non-teaching assignment. An evaluatee shall be notified by the Dean or **Manager**
68 **appropriate administrator** five (5) working days in advance of an observation. The
69 notification shall include a copy of a blank observation form (see Appendix B).
70
- 71 a) Observations for **classes between more than eight (8) and less than** sixteen
72 (16) week **courses** shall be conducted no earlier than the third (3rd) week of
73 classes and no later than **three (3) weeks before the end of the class the**
74 **thirteenth (13th) week of the semester.**
75
- 76 b) ~~**Observations for classes between more than [eight] (8) and less than 16 weeks**~~
77 ~~**shall be conducted no earlier than the third (3rd) week of the class and no later**~~
78 ~~**than three (3) weeks before the end of the class.**~~
79
- 80 ~~**c)**~~ Observations for eight-week classes shall be conducted no earlier than the
81 second (2nd) week of the class and no later than the sixth (6th) week of the
82 class.
83
- 84 c) **Observations for part-time faculty in off-campus clinical settings may be**
85 **conducted whenever feasible during the semester due to the distance**
86 **and scheduling of clinical hours.**
87
- 88 d) Observations for short-term classes, **that are more than five (5) weeks but** less than
89 eight (8) weeks, shall be conducted after the first 20% and no later than 80% of class
90 meetings. An evaluatee shall be notified by the Dean or ~~**Manager**~~ **appropriate**
91 **administrator** twenty-four (24) hours in advance of an observation.
92
- 93 e) **Observations for short-term classes less than five (5) weeks, shall be**
94 **conducted before the end of the semester. An evaluatee shall be notified by the**
95 **Dean or appropriate administrator twenty-four (24) hours in advance of an**
96 **observation.**
97
- 98 6.3.4 Within five (5) days after discussing the observation with the reviewer, the evaluatee
99 may also have the option of requesting a second observation by a different observer in
100 the event that he or she has serious concerns with the initial observation.
101
- 102 6.3.5 The District reserves the right to make unannounced visits to the classroom or non-
103 instructional worksite.
104

105 6.4 General Evaluation Procedures

106

- 107 6.4.1 Unit Members shall be evaluated according to the criteria established by the District
108 and the Union.
109
- 110 6.4.2 The Unit Member shall also be notified that the evaluator or designee will conduct
111 student evaluations of the Unit Member's performance. When student participation is
112 less than 50% of the census enrollment, the evaluator shall take into account and
113 consider when evaluating the Unit member that less than a majority of the students
114 have provided feedback.

6.4.3 For part-time faculty counselors, student evaluations will be administered electronically at the conclusion of each meeting between the 4th and 12th weeks of the semester.

6.4.3 As a peer reviewer, a part-time or full-time faculty within the Unit Member's discipline shall perform a classroom, library, or counseling observation of student contact activities for at least thirty (30) minutes. **Part-time faculty can volunteer to be a peer observer.** If a part-time or full-time faculty member from within the Unit Member's discipline is not available to perform the peer review, the District shall select a peer reviewer from a related **or similar** discipline.

- a) **A part-time faculty member will have five (5) working days from the date they receive notification that they will be evaluated to submit to the appropriate administrator a recommendation for a peer observer (or observers) who have agreed to participate in the evaluation. Participation for peer observation will be voluntary. When no volunteers are identified, the Dean can offer the assignment or conduct the observation themselves.**
- b) The observer will receive in the college mail (electronic or hard copy) the class observation form/peer review report (Appendix B).
- c) **Part-Time Faculty can volunteer to observe. Deans will assign Part-Time Faculty based on availability. When no volunteers are identified, the Dean can offer the assignment or conduct the observation themselves.**
- d) ~~Peer reviewers~~ Peer reviewers will be paid ~~sixty-five~~ dollars (\$~~6580~~) per peer observation. **Requests for compensation will be provided submitted to payroll no later than the last regular payment within day of the semester in which the observation was completed. Peer reviewers required to travel to a clinical site for the purpose of the observation shall be eligible for mileage reimbursement.**
- de) Peer observation will follow the timeline in 6.3.3.
- ef) The peer observer will send a hard copy of the completed form within one (1) week to the appropriate administrator.
- f) **There shall be a student feedback component included in the evaluation, however, it shall not be the sole determining factor in the Unit Member's evaluation.**

6.4.4 After all of the evaluation components have been completed, the Dean or **Manager appropriate administrator** shall prepare a final evaluation report that includes the observation report and a summary of student evaluations. The final evaluation report ~~should~~**shall** be completed no later than ~~two weeks the last week of class~~ prior to the end of the class in which the member is being evaluated. That includes information regarding each part-time faculty member's participation **in the following:**

- a) ~~Based on the most recent assessment and evaluation of Student Learning Outcomes if assigned by Area Dean~~ **or appropriate administrator** pursuant to Article 12.5.
- b) **A description of how the unit member plans to use the results of the assessment of learning outcomes to improve teaching and learning. [See ACCJC Standard III (A)(6).]**

If the Dean or appropriate administrator does not complete the final evaluation report within the specified time frame, the evaluatee may request that the Dean or

appropriate administrator complete the report within the first two weeks of the following semester.

- 6.4.5 ~~No later than two weeks prior to the end of~~ Prior to the start of the following semester in which the member is being evaluated and after the final evaluation report has been completed, the Dean or Manager appropriate administrator shall communicate with the Unit Member the results of the evaluation. For short-term classes, the Dean or appropriate administrator shall communicate the result of the evaluation with the unit member prior to the start of the following semester.
- 6.4.6 The final evaluation report shall require the signatures of the evaluatee as well as of the evaluator. The evaluatee's signature shall signify receipt of a copy of the evaluation, not necessarily his or her agreement with its content. The final evaluation report shall be placed in the Unit Member's personnel file.
- 6.4.7 In the event that the evaluatee disagrees with the final evaluation, he or she may submit within ten (10) working days after signing the report, a statement of exception to the Office of Human Resources. The statement of exception shall be stapled to the original final evaluation report and become part of the Unit Member's personnel file.
- 6.4.8 A Unit Member shall be evaluated for any instructional or non-instructional assignment. However, subsequent to the Unit Member's initial evaluation, he or she shall not be evaluated in more than one assignment during any given semester.
- 6.4.9 The parties agree that the evaluation process as outlined within this Article is a shared responsibility.
- a) Failure of the evaluatee to participate in the evaluation process as outlined within this Article relieves the District of considering priority assignments.
- b) ~~Failure by the District to complete the process as articulated within this Article will grant an eligible unit member temporary priority status.~~ If the District fails to complete an evaluation within two one semesters from the date it is due, the evaluation requirement will be deemed satisfied for that semester. If the unit member meets all other criteria outlined in Article 13.3, Eligibility for Priority Assignments, the unit member will be granted priority status.

For the District:



Monica Martinez

Todd Scott

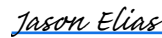
Todd Scott

For the AFT Part-Time Faculty United
Local 6286, AFL-CIO:



April Allen (Jun 15, 2023 11:22 PDT)

April Allen



Jason Elias (Jun 22, 2023 11:27 PDT)

Jason Elias, Field Representative

**TENTATIVE AGREEMENT BETWEEN THE
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
AND THE AFT PART-TIME FACULTY UNITED, LOCAL 6286, AFL-CIO
February 21, 2023**

This tentative agreement between the Victor Valley Community College District and the AFT Part-Time Faculty United, Local 6286, AFL-CIO, is expressly made pursuant to the Educational Employment Relations Act and the parties' collective bargaining agreement. All other provisions in the Collective Bargaining Agreement shall be deemed to remain unchanged unless otherwise expressly stated.

**ARTICLE 8:
Leaves**

8.1 Sick Leave

8.1.1 Unit Members will be granted sick leave on a prorated basis **(from 10 days)** as required in the **Education Code Section 87781**. Prorated sick leave shall mean, for example, if a Unit Member has a 40% load in a particular semester, the Unit Member shall be credited with 40% sick leave of what a full-time faculty member is granted for one semester **(i.e., 40% of 5 days, or 2 days)**. Sick leave for part-time faculty shall be accumulated in hours.

8.1.2 A Unit Member shall notify the Division Dean or designee as soon as possible when illness or injury causes the Unit Member to be absent from his or her assignment. Unless the cause for absence arises unexpectedly within that time, such notice shall occur no less than three (3) hours prior to the scheduled beginning time of the Unit Member's assignment.

8.1.3 **Unit Members on an authorized leave of absence remain members of the Bargaining Unit during such leaves of absence. Paid leaves of absences do not continue beyond the conclusion of the contracted semester/session in which they were granted.** If a Unit Member has a faculty assignment for a subsequent term, then **sick-authorized leaves of absence** may be carried into that subsequent term.

[From Art. 2.3.]

8.1.4 The total unused sick leave accumulated by the Unit Member shall appear on each payroll warrant.

8.1.5 Any unused portion of this sick leave will be accumulated indefinitely as long as the unit member is a part-time faculty member of the District.

8.1.5.1 At the request of the employee, accumulated sick leave may be transferred to other districts within California according to pertinent regulations. Once transferred, sick leave cannot be transferred back to the District. The District bears no responsibility for sick leave policies and procedures at other institutions.

8.1.6 Deductions from sick leave for any person placed under quarantine shall be made on the same basis as if the Unit Member were ill.

8.1.7 A Statement of Absence will be signed by any Unit Member absent because of illness immediately upon his or her return to work. A return to work released from his/her healthcare provider may also be required.

8.2 Personal Necessity Leave

8.2.1 Each semester, at the discretion of the Unit Member, a Unit Member may use accumulated sick leave for personal necessity, which shall be deducted from the Unit Member's accumulated sick leave. The maximum amount of personal necessity leave taken in any one semester is limited to sixty percent (60%) the amount of sick leave **(3 days, per Ed Code Section 87781.5)** the Unit Member could earn in that semester.

8.2.2 Unit Members shall submit notification for personal necessity leave to their immediate supervisor at least two (2) working days prior to the beginning of the leave, except when extenuating circumstances make this impossible.

8.2.3 After returning from Personal Necessity Leave, the Unit Member shall complete and submit a form furnished by the District containing the dates of absence. The Unit Member's signature shall signify that the activity was consistent with the purpose of this section. Falsification of this document is grounds for disciplinary action.

8.3 Bereavement Leave

8.3.1 Unit Members shall be entitled to use **paid leave of up three days, or five (5) days of paid leave if travel out of state or beyond a radius of three hundred (300) miles is necessary, sick leave for up to four (4) consecutive calendar days** upon the death of a member of **his or her** immediate family.

Unit Members are also entitled to use accrued paid time off (e.g., personal leave, accrued and available sick leave that is otherwise available to the employee) or unpaid leave for the remainder of a total of five (5) days of leave bereavement death.

Additional days off (paid or unpaid) may be requested by the bargaining unit member.

8.3.2 For purposes of bereavement leave, immediate family shall be defined as: the mother, father, grandmother, grandfather, or a grandchild of the Unit Member or of the spouse of the Unit Member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the Unit Member, registered domestic partner, or a person who has resided in the household of the Unit Member for two or more years.

8.3.3 Use of this leave shall be taken within three (3) months from the date of the death of the family member, and need not be taken consecutively.

8.3.4 Verification

Within thirty (30) days of a request by the District, the bargaining unit member may be required to provide documentation of the death of the immediate family member. Documentation includes death certificate, a published obituary, or written certification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

8.4 Jury Service Leave

8.4.1 Leave shall be granted for the time of attendance required in court and certified by the clerk or other authorized officer of such jury or court. The time of attendance required in court is only that time that occurs when the Unit Member is assigned in-class time.

8.4.2 Payment shall be made for such leave upon receipt of documentation from the court. Payment shall be made only during the term of the member's teaching contract.

8.4.3 Notification for jury service leave shall be made to the dean within ten (10) working days of the receipt of the summons, accompanied by a copy of the jury summons.

8.5 Leave to Attend Professional Conferences

8.5.1 With approval of the superintendent/president, or his/her designee, a Unit Member may be authorized to travel to and attend conferences or special meetings in the performance of school duties. Such travel and attendance at conferences will not constitute absence from teaching service.

8.5.2 Upon return from authorized travel, the Unit Member shall submit a written request for travel reimbursement to the administrative supervisor within a period of ten (10) working days, provided that reimbursement for expenses has been authorized.

8.6 Catastrophic Leave

This program allows a part-time faculty member to donate accrued sick leave to support a colleague who has exhausted his or her paid leave due to a catastrophic illness.

8.6.1 Definitions

8.6.1.1 Catastrophic illness: A serious illness or injury that is expected to incapacitate the Unit Member for an extended period of time or that incapacitates a member of the employee's family and is substantiated by a health care provider.

8.6.1.2 Eligible Family Member: An Unit Member's spouse, registered domestic partner, parent, child, sibling, grandparent or grandchild; in-laws and step-relatives in these relationships; registered domestic partner; or any other person in the employee's household for whom there is a personal obligation.

8.6.2 Policy

8.6.2.1 Catastrophic Leave Bank – Establishment: A Catastrophic Leave Bank is hereby established and is to be maintained by the District.

8.6.2.2 Eligibility – General: Any part-time faculty member who accrues sick leave may act as a donor or a recipient during the regular term (fall or spring), providing no categorical fund sources are utilized.

8.6.2.3 Eligibility – Recipients: The recipient must be on an approved leave without pay for the period to be covered by the donations which will not exceed the end of the current contract, i.e., fall or spring term for which employed. The recipient must exhaust all paid sick leave before using donations and must request donations in writing on a form approved by the District and the Union and submitted to Human Resources.

8.6.2.4 Approvals: A request for catastrophic leave requires the approval of Human Resources.

8.6.2.5 Making Donations: Providing that part-time faculty members have accrued at least 13 hours of sick leave, they may volunteer to donate sick leave. The donation may be for deposit into the Catastrophic Leave Bank. The donation must be four (4) hours or more, in whole hour increments, and 9 hours of sick leave must be retained in the donor's leave account. The donor may not

172 revoke the donation. Leave donated and not used by the requesting member
173 will be banked for future unit members. **Leave may not be donated upon**
174 **termination from employment with the District.**
175

176 8.6.2.6 Receiving Donations: Sick leave is transferred hour for hour, regardless of
177 differing pay scales. For each pay period, the recipient uses his or her own
178 accruals from the prior pay period, and then the number of donated hours
179 needed to equal his or her pre-leave percent of time. No one person may use
180 more than one-half of the leave available in the Catastrophic Leave Bank.
181

182 8.6.2.7 **Any unused balance in the Catastrophic Leave Bank shall accrue from**
183 **year to year.**
184

185 **8.6.2.8** Confidentiality: Information about the nature of the illness may be
186 communicated to potential donors to the extent authorized by the employee.
187 Information about a donor shall not be disclosed except by the donor.
188

189 **8.6.2.9 HR will report the leave bank balance to the Union by the fifth week of**
190 **each semester.**
191

192
193 For the District:

194
195
196 

197
198 Monica Martinez

199 *Todd Scott*

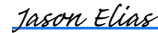
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201 Todd Scott

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203 For the AFT Part-Time Faculty United
Local 6286, AFL-CIO:

204 

205 April Allen (Jun 15, 2023 11:15 PDT)

206 April Allen

207 

208 Jason Elias (Jun 22, 2023 11:43 PDT)

209 Jason Elias, Field Representative

**TENTATIVE AGREEMENT
BETWEEN THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
AND THE AFT PART-TIME FACULTY UNITED, LOCAL 6286, AFL-CIO
June 14, 2023**

This tentative agreement between the Victor Valley Community College District and the AFT Part-Time Faculty United, Local 6286, AFL-CIO, is expressly made pursuant to the Educational Employment Relations Act and the parties' collective bargaining agreement. All other provisions in the Collective Bargaining Agreement shall be deemed to remain unchanged unless otherwise expressly stated.

**Article 10: Benefits
Part-time Health Insurance**

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[See attached MOU regarding part-time health care.]

**ARTICLE 12
Compensation**

12.1 ~~Effective beginning with the Fall 2018 semester (August), p~~ Part-time faculty shall be paid for credit courses as shown in Table A.

12.1.1 For 2022-2023: Effective July 1, 2022, each cell of the part-time salary schedule (Table A) shall be increased by the state funded COLA for fiscal year 2022-2023 plus 4%. All retroactive salary increases will be paid within 45 calendar days of ratification by AFT and approval by the Governing Board.

12.1.2 For 2023-2024: Effective July 1, 2023, each cell of the 2022-2023 part-time salary schedule (Table A) shall be increased by 5%.

12.1.3 For 2024-2025: Effective July 1, 2024, each cell of the 2023-2024 part-time salary schedule (Table A) shall be increased by 3%.

Effective Fall ~~2020~~**2022** semester and through the duration of this agreement, should CTA negotiate a percent increase to their salary schedules **higher than those negotiated by AFT**, AFT members will automatically receive the same percent increase to their hourly rate.

**Table A
Academic/Vocational**

	<u>Column A</u>	<u>Column B</u>	<u>Column C</u>	<u>Column D</u>	<u>Doctoral Stipend*</u>
Hourly Rate	\$61	\$62	\$64	\$67	~~\$100~~ 125 /unit for the academic year
Unit of Pay Credit Courses	\$1098	\$1116	\$1152	\$1206	
<u>* The above amounts shall be increased by the same percentage of wage increases in Article 12.1 above, rounded up to the nearest dollar effective July 1 of each year.</u>					

Academic/Vocational

46
47
48

Non-Credit Pay

Academic:	Vocational**:
Column A - Minimum Qualifications)	Column A - Minimum Qualifications) ****
Column B - (MA+15 or BA+60 ***)	Column B – (AA with 6 years of professional experience ****)
Column C - (MA+30 or BA+75 ***)	Column C – (BA with 2 years of professional experience ****)
Column D - (MA+45 or BA+90 ***)	Column D - (MA with 2 years of professional experience ****)
AFT	AFT
Column A - Minimum Qualifications)	Column A - Minimum Qualifications) ****
Column B - (~~MA~~ <u>Master's A</u> +15 or <u>Bachelor's A</u> +60 ***)	Column B – (~~Associate's A~~ with 6 years of professional experience ****)
Column C - (~~MA~~ <u>Master's</u> +30 or <u>Bachelor's A</u> +75 ***)	Column C – (<u>Bachelor's A</u> with 2 years of professional experience ****)
Column D - (~~MA~~ <u>Master's</u> +45 or <u>BABachelor's</u> +90 ***)	Column D - (~~MA~~ <u>Master's</u> with 2 years of professional experience ****)

- 49 * Not to exceed \$3,000
- 50 ** Those disciplines for which a master's degree is generally not expected or available
- 51 *** Including Master's Degree
- 52 **** Required Professional experience cannot be used for vertical progression on schedule
- 53
- 54 12.1.1 All adjunct part-time faculty are to be paid for credit courses with a stipend for accredited
- 55 doctorates.
- 56
- 57 12.1.2 Part-time parity funding will be utilized according to regulatory provisions.
- 58
- 59 12.1.3 In the event of an unanticipated fiscal crisis, both parties agree to renegotiate in order to
- 60 maintain the fiscal solvency of the district.
- 61
- 62 12.2 Placement and Advancement
- 63
- 64 12.2.1 Placement of New Part-Time Adjunct Faculty on the Salary Schedule
- 65
- 66 The Disciplines List by the Academic Senate for California Community Colleges will be the
- 67 document used to determine academic/professional placement.
- 68
- 69 1. Academic Placement – Placement shall be made on the basis of academic
- 70 education.
- 71
- 72 2. Column Placement: For academic faculty, column placement shall be made on
- 73 the basis of academic education. Vocational/Professional Placement - Placement
- 74 shall be made for- For vocational/professional faculty, placement shall be made
- 75 on the basis of experience and academic education.
- 76
- 77 12.2.2 Advancement on the Salary Schedule (Column Advancement)
- 78
- 79 Advancement shall be made based on earned degrees and units earned subsequent to the
- 80 completion of all requirements for the degree involved. All degrees and units must be
- 81 germane to the faculty member's assignment, constitute an improvement of instructional
- 82 skills or be germane to an alternate assignment of value to the District. All units, to be
- 83 considered for lateral movement on the salary schedule, must be approved by the District
- 84 in writing prior to taking the course. Application for approval shall be submitted to the Chair

of the Academic Development Committee, c/o Human Resources, on Appendix D-1 or D-2, for review and recommendation to the Superintendent/President for approval. If time constraints preclude prior recommendation by the Academic Development Committee to the Superintendent/President, the decision shall be made by the Superintendent/President or designee.

All degrees and units must be completed by and reported to Human Resources prior to November 1st of the contract year for movement on the salary schedule that year.

12.2.3 Acceptable Degrees and Units for Placement or Lateral Movement on the Salary Schedule

1. Only degrees and units from colleges accredited by the following Regional Accreditation Associations are accepted:

- a. Middle State Association of Schools and Colleges (MSA)
- b. New England Association of College & Secondary Schools (NE)
- c. North Central Association of Schools and Colleges (NC)
- d. Northwest Association of Secondary & Higher Schools (NW)
- e. Southern Association of College and Schools (SA)
- f. Western Association of Schools and Colleges (WASC)
- g. Accrediting Commission for Community and Junior Colleges (ACCJC)

2. All units must be upper division or graduate level with the following exceptions:

- a. Vocational/Professional faculty placed on Columns A or B.
- b. Demonstrated benefit to the college such as, a retraining goal approved by the Superintendent/President.

3. Foreign Transcripts

All foreign transcripts must be evaluated to U.S. standards through a foreign educational credential evaluation service. A current list of approved agencies providing this service is available in Human Resources.

12.3 Part-time faculty shall be paid for non-credit courses as shown in Table B.

Table B-1
Enhanced Non-Credit

	<u>Column A</u>	<u>Column B</u>	<u>Column C</u>	<u>Column D</u>
<u>Hourly Rate</u>	<u>\$61</u>	<u>\$62</u>	<u>\$64</u>	<u>\$67</u>
<u>Unit of Pay</u> <u>Credit</u> <u>Courses</u>	<u>\$1098</u>	<u>\$1116</u>	<u>\$1152</u>	<u>\$1206</u>

* **The above amounts shall be increased by the same percentage of wage increases in Article 12.1 above, rounded up to the nearest dollar, effective July 1 of each year.**

Table B-2
Non-Credit Pay

<u>Implementation Date</u>	<u>Hourly Rate</u>
-----------------------------------	---------------------------

<u>Fall 2022-2019</u>	<u>\$5060</u>
<u>Units of Pay</u>	<u>\$900</u>

* The above amounts shall be increased by the same percentage of wage increases in Article 12.1 above, rounded up to the nearest dollar.

12.4 Parity funding for part-time faculty shall be applied according to law.

12.5 Part-Ttime Faculty shall be paid one hundred fifty dollars (~~\$100~~150) for writing all components of each SLO assessment requested by their Division Dean. A ~~Ppart-Tt~~time Faculty member is not responsible for any assessment(s) unless they receive an explicit written request from their respective Dean asking them to conduct an assessment for a specific course in their discipline. If a ~~Ppart-Tt~~time Faculty member is required by his/her~~their~~ Division Dean to create a rubric because one does not already exist, he/she~~they~~ shall be paid an additional fifty-ninseventy five dollars (~~\$59~~75) for the creation of the rubric.

12.5.1 SLO assessments must be submitted by the due date directed by the Dean. The SLO assessment coordinator will provide confirmation of receipt of assessment to the respective Dean and the adjunct part-time faculty member.

12.5.2 Payment shall be made to the ~~Ppart-Tt~~time instructors at the next available payroll after instructor submits his/her completed assessments to the appropriate Division Dean with a form including the courses and section numbers he or she has assessed.

12.6 In addition to hourly pay, each part-time faculty member will receive an additional one-hour's pay per week for each section taught each semester. This additional pay is in consideration for the time, effort, and contributions that part-time faculty spend with students outside of their contracted time. Payments will be made on February 9 for the Fall semester and on August 9 for the Spring semester.

For the District:



Monica Martinez

Todd Scott

Todd Scott

For the AFT Part-Time Faculty United
Local 6286, AFL-CIO:

April Allen
April Allen (Jun 15, 2023 11:24 PDT)

April Allen

Jason Elias
Jason Elias (Jun 22, 2023 11:45 PDT)

Jason Elias, Field Representative

**TENTATIVE AGREEMENT BETWEEN THE
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
AND THE AFT PART-TIME FACULTY UNITED, LOCAL 6286, AFL-CIO
February 7, 2023**

This tentative agreement between the Victor Valley Community College District and the AFT Part-Time Faculty United, Local 6286, AFL-CIO, is expressly made pursuant to the Educational Employment Relations Act and the parties' collective bargaining agreement. All other provisions in the Collective Bargaining Agreement shall be deemed to remain unchanged unless otherwise expressly stated.

**ARTICLE 13
FACULTY ASSIGNMENTS**

13.1 Section 87482.9 of the Education Code states that reemployment rights shall be a subject of negotiations between the District and the Bargaining Agent.

13.2 The District and AFT Part-Time Faculty United recognize that students benefit when well-qualified, effective faculty members continue to serve as instructors, librarians, and counselors at Victor Valley College. Toward that end, the following procedure is established to encourage and facilitate the retention of successful faculty members. The procedures in Sections 13.3 through 13.5 shall not apply for vacant positions that occur within twenty (20) calendar days preceding the first duty day for that assignment. All rights to assignments under this Article 13 shall be subject to and contingent upon the District's obligations with respect to full-time faculty load.

13.3 Eligibility for Priority Assignment

For each discipline, the Chief Instructional Officer Vice-President of Instruction or designee shall establish a Priority List of continuing part-time faculty members. To qualify for reemployment under the provisions of this Article, Unit Members shall meet all of the following requirements:

13.3.1 The Unit Member shall be qualified for the specific assignment in question.

13.3.2 The Unit Member shall have actively taught for Victor Valley Community College District at least two (2) of the four (4) semesters within the two (2) academic years preceding the semester assignment in question.

13.3.3 The Unit Member shall have received two (2) satisfactory final evaluations reports.

13.3.4 To remain on the Priority List, the following conditions must be met:

- a. Part-time faculty members who have qualified for priority of assignment rights within a specific discipline and who after such qualification receive an overall unsatisfactory evaluation will be timely notified of the areas identified as deficient. If during the next semester the faculty member receives less than an overall satisfactory evaluation, then he or she shall be removed from the priority list in that discipline. The faculty member may be reinstated after she/he has received two

consecutive overall evaluations of satisfactory or above in that discipline.

- b. The Unit Member shall NOT, without good and sufficient cause, have failed to complete her or his acceptance agreement as per Section 13.5 unless the District fails to provide the acceptance agreement in a timely manner.

13.3.5 The ~~Chief Human Resource Officer Vice-President of Instruction~~ or designee shall send an updated part-time faculty priority hire list to the ~~Chief Instructional Officer Vice-President of Human Resources~~ or designee and AFT PTFU ~~by within 30 days after~~ the end of each Fall and Spring semester to be implemented for the same semester the following academic year.

13.4 Discipline Priority Lists

13.4.1 The ~~Chief Instructional Officer Vice-President of Instruction~~ or designee shall establish for each discipline a Priority List of part-time faculty members who meet the requirements in 13.3.1 through 13.3.4 above and have satisfactory or higher consecutive evaluations for the previous two (2) academic years. Each discipline will have a Priority List and individuals may be listed on several Priority Lists. Each year, that Priority List shall be updated no later than ~~thirty-fourty-five (30-45)~~ days following the close of each semester. This updated priority list and shall include updated FTEF data and shall be forwarded to the AFT PTFU no later than forty-five (45) days following the close of each semester.

13.4.2 An individual part-time faculty member's priority for assignment shall be determined by her/his total accumulated FTEF (full-time equivalency) within a specific discipline. In cases where ties in priority of assignment need to be broken, the following shall be considered:

- a) The unit member's start date as a continuous part-time faculty member,
- b) A part-time faculty member who had no assignment due to circumstances beyond his/her control for 18 months (see section 13.5.2),
- c) A part-time faculty member who received approval by the ~~Chief Instructional Officer Vice-President of Instruction~~ to decline all offered assignments for a period of twelve (12) months (see section 13.5.3) at the District.

If a tie for priority of assignment still exists among part-time faculty after the above three (3) criteria have been applied, the tie shall be broken by lot.

13.4.2.1 When used in this Article, FTEF means Full Time Equivalent Faculty. One FTEF equals 1.00 or 100% per semester and may consist of lecture only, laboratory only, individualized instruction, or combination thereof. The following represents FTEF calculations rounded to the

nearest thousandth:

- a. The FTEF for lecture is calculated by dividing the maximum total number of hours of the class for the semester, as defined in the approved course outline, by 270. For example, a course approved for 3 hours per week will have a maximum of 54 hours. The workload is 0.20 or $54/270 = 0.20$.
- b. The FTEF for individualized instruction is calculated by dividing the total number of hours of the class for the semester, as defined in the approved course outline, by 324. For example, a course approved for 3 hours per week will have a maximum of 54 hours. The workload is 0.20 or $54/324 = 0.167$.
- c. The FTEF for laboratory is calculated by dividing the total number of hours of the class for the semester, as defined in the approved course outline, by 378. For example, a course approved for 3 hours per week will have a maximum of 54 hours. The workload is 0.143 or $54/378 = 0.143$.
- d. The following is an example of calculation of workload for combined lecture and laboratory:

CHEM 202 (54 hours lecture, 108 hours lab). The workload is
 $\text{CHEM 202} = 0.486$ or $(\text{lec } 54/270 = 0.020) + (\text{lab } 108/378 = 0.286) = 0.486$.
- e. Non-credit FTEF is calculated by dividing the total number of hours of the class for the semester as defined in the approved course outline by 378.
- f. Non-instructional part-time faculty member (counselors, librarians, etc.): one FTEF equals 35 hours/week for a primary term semester (16 weeks).

FTEF credit will accumulate for any assignment the part-time faculty member held at census.

13.4.2.2 Where part-time faculty member has been or is currently employed by the District in a capacity other than part-time teaching, only the time during which the part-time faculty member was actively teaching part-time shall be counted in determining accumulated FTEF. Full-time teaching units shall not count toward accumulated FTEF for purposes of this article, except part-time faculty member on a temporary full-time teaching assignment of no more than one year shall have 67% of such full-time teaching load counted in his/her accumulated FTEF.

13.4.3 Once the Priority Lists have been established as provided in 13.4.2 above, those part-time faculty members making such lists shall remain on the lists without having to re-qualify; except that a part-time faculty member may be

removed as provided in 13.3.4, 13.5.4, and 13.5.5 below.

- 13.4.4 Within one week after ~~initial contract~~**full-time** faculty assignments have been made, the ~~Chief Instructional Officer~~**Vice-President of Instruction** or designee shall provide via email a list of all available assignments to the part-time faculty members on the priority hire list. The part-time faculty members shall respond via email or written documentation within ~~six (6)~~**five (5)** working days, indicating their preference for assignments (up to the legal percentage limit of a full-time load). **Faculty shall also indicate the days/times in which they are not available for assignments.**

~~The CIO or designee shall respond w~~Within five (5) working days, ~~the Vice-President of Instruction or designee shall notify confirming~~ the part-time faculty members² **of their** assignments.

For assignments that become available less than 30 days prior to the start of classes, part-time faculty shall respond via email or written documentation within 3 working days indicating their preference for the assignment.

13.4.5 **Assignment Sequence**

13.4.5.1 Part-time faculty members' course assignments shall proceed in the following order: (a) **Part-time faculty members these** on the Priority List, and (b) **Part-time faculty membersthese** on the Priority List in order of their accumulated FTEFs **within a discipline.**

A part-time faculty member who is not on the priority list shall not receive an offer of assignment unless each individual faculty member on the priority list has been offered an assignment according to this Article.

- 13.4.6 Part-time faculty members who are determined to be no longer eligible by the ~~Chief Instructional Officer~~**Vice-President of Instruction** for priority assignment will be notified in writing by the Dean.

13.5 Offers of Assignments

- 13.5.1 In the event the percentage of FTEF assignment of a part-time faculty member who has qualified for priority of assignment rights must be reduced due to circumstances beyond his/her control (cancellation of a class(es), hiring of ~~contract~~**full-time** faculty, etc.), the affected faculty member shall have the right to maintain her/his current percentage of FTEF assignment. If the cancellation is made prior to the start of classes, part-time faculty who had a reduction in assignment will be contacted by the appropriate manager and advised of the assignments from their approved list which are either available or being held by a part-time faculty member with less or no priority of assignment status. The affected part-time faculty member may then select an assignment within her/his approved list of assignments. The intended result of this selection shall be to displace the faculty member with the least priority of assignment or no priority of assignment. In the event the above reduction must be made after the first day of instruction, the affected part-

time faculty member shall not displace other part-time faculty members until the subsequent semester. The amount of FTEF the faculty is assigned shall be within the guidelines of the District and the California Education Code.

13.5.2 Part-time faculty who are not given any assignment for circumstances beyond their control (course cancellations, hiring of ~~contract~~**full-time** faculty, etc.) will retain their accumulated FTEF for a period of eighteen (18) months. Part-time faculty shall remain in contact with the appropriate manager during this time period so that they may be called back if conditions warrant.

13.5.3 Part-time faculty who decline all offered assignments will retain their accumulated FTEF for a period of twelve (12) months, provided the reason for the declination of assignments was approved by the **Chief Instructional Officer-Vice-President of Instruction**.

13.5.4 **A part-time faculty member shall lose all priority rights and his/her name shall be removed from the priority list(s) if he/she has refused to accept an assignment without approval from the Vice-President of Instruction for two consecutive semesters. A part-time faculty member on a medical leave or parental of absence (as defined in Article 8) shall remain on the priority list during the semester that the leave is taken. Part-time faculty who voluntarily decline all offered assignments within a discipline, without approval of the Chief Instructional Officer, shall lose all priority of assignment rights.**

13.5.5 Part-time faculty, who fail to return a signed contract prior to the first day of their instructional assignment, will forfeit their right of assignment for the semester unless approved by the ~~Chief Instructional Officer-Vice-President of Instruction~~ or unless the District fails to provide the contract in a timely manner to meet the deadline in this Article.;

13.5.6 **Whenever possible, in the event a unit member's assignment is canceled within two weeks prior to the beginning of the assignment and not rescheduled or reoffered during the same term, the District will compensate the unit member \$300 or a week's pay at their current instructional rate per canceled course, whichever is higher.**

13.5.7 Whenever possible, part-time faculty will be informed of assignments at least six weeks in advance.
[Educ. Code § 87482.8.]

13.5.8 The ~~v~~**V**ice ~~p~~**P**resident of Instruction or designee shall retain the right to assign Unit Members not on the Priority List or prospective Unit Members to meet new and/or emerging instructional or programmatic needs for the assignments(s). For the purposes of this section, "new and/or emerging instructional or programmatic needs" shall ~~mean~~**include, but not be limited to**:

13.5.~~86~~.1 An assignment or course which has not previously been offered at Victor Valley College and for which no Priority List exists or for which no individuals possess the Chancellor's Office minimum

- 256 qualifications;
- 257
- 258 13.5.~~86~~.2 An assignment or course for which there are emerging trends or
- 259 required specialized knowledge in subject matter or methodology,
- 260 and no Unit Member on the Priority List possesses the Chancellor's
- 261 Office minimum qualifications.
- 262 13.5.97 Part-time faculty members who have not qualified for priority of assignment
- 263 rights within a specific discipline shall have no re-employment rights within that
- 264 discipline.
- 265
- 266 13.6 Equal Access to Assignments
- 267
- 268 Unit Members who are qualified for an assignment shall not be denied that
- 269 assignment based upon their status as a part-time faculty member, subject to the
- 270 District's obligations with respect to full-time faculty load.
- 271
- 272 13.7 Schedule of Classes
- 273
- 274 When feasible, the Unit Member's name shall be published in the Schedule of
- 275 Classes for all of the Unit Member's teaching assignments. If an assignment is made
- 276 after the Schedule of Classes is published, the Unit Member's name will be added to
- 277 the Schedule of Classes on the college Website as each periodic update is made.
- 278
- 279 13.8 Syllabus Submission
- 280
- 281 Faculty are required to submit one electronic version of their syllabus for each course
- 282 they are teaching to their dean's office or the Office of Instruction, or any other
- 283 designee by the end of the first day of class. Any revisions to the syllabus shall be re-
- 284 submitted to the respective dean's office no later than the following class meeting.
- 285
- 286 13.9 Eligibility for Full-time Faculty Positions
- 287
- 288 Unit Members may apply and shall be considered for any new or vacant full-time
- 289 faculty position in accordance with established District hiring policies and procedures.
- 290
- 291 13.9.1 A bargaining unit member's application packet for an advertised full-time
- 292 Academic position will be forwarded to the screening committee provided he
- 293 or she meets the following requirements:
- 294
- 295 13.9.1.1 The advertised minimum qualifications for the position.
- 296
- 297 13.9.1.2 Completion of all the required application procedures.
- 298
- 299 13.9.2 For each advertised full-time Academic position, the District will provide Part-
- 300 time Faculty United, upon completion of the hiring process, with the number of
- 301 applicants meeting the minimum qualifications, the number of bargaining unit
- 302 members who applied and the number of bargaining unit members interviewed
- 303 by the Screening Committee, providing members of the part-time faculty
- 304 identify themselves.
- 305
- 306 13.9.3 Vacant full-time positions will be posted on the District website. Part-Time

Faculty United, will be notified in writing, or by email, of all full-time vacancies within fifteen (15) days of the decision to open a position for hire.

13.9.4 When a position is being filled on an interim basis to allow for full and open recruitment, a Unit Member may be appointed to fill the position on a temporary basis [Title 5, Sec. 53021(b)(1)]. "Where in-house or promotional only recruitment is permitted, the district shall comply with its established hiring procedures and all district employees shall be afforded the opportunity to apply and demonstrate that they are qualified." [Title 5, Sec. 53021(b)(3)].

13.9.5 A unit member may serve as a full-time temporary faculty employee as provided for by applicable sections of the Education Code.

13.10 A parallel process for Article 13 will exist within Student Services for employing part-time faculty.

13.11 Ancillary Assignments

Any college assigned and approved Ancillary activities performed by part-time faculty members shall **be memorialized by a written contract and** be compensated **by agreed-upon stipend or prorated at their current rate of instructional pay.**

For the District:



Monica Martinez

Todd Scott

Todd Scott

For the AFT Part-Time Faculty United
Local 6286, AFL-CIO:



April Allen (Jun 15, 2023 11:17 PDT)

April Allen



Jason Elias (Jun 22, 2023 11:45 PDT)

Jason Elias, Field Representative

TENTATIVE AGREEMENT
BETWEEN THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
AND THE AFT PART-TIME FACULTY UNITED, LOCAL 6286, AFL-CIO
June 14, 2023

This tentative agreement between the Victor Valley Community College District and the AFT Part-Time Faculty United, Local 6286, AFL-CIO, is expressly made pursuant to the Educational Employment Relations Act and the parties' collective bargaining agreement. All other provisions in the Collective Bargaining Agreement shall be deemed to remain unchanged unless otherwise expressly stated.

ARTICLE 17
DISCIPLINE

The District may terminate the employment of a temporary employee at its discretion at the end of a day or week, whichever is appropriate. The decision to terminate the employment is not subject to judicial review except as to the time of termination.

For less serious infractions, the District may in its discretion attempt to remediate the behavior through verbal or written warnings or other corrective measures.

17.1 Discipline shall not be imposed upon a Unit Member without just cause.

17.2 Discipline shall be imposed within a reasonable period after the District learns, or should have known, of the alleged grounds for the discipline.

17.3 Discipline shall be progressive and shall generally follow the steps listed in Article 17.4. In cases where the act or omission which is cause for discipline is of a serious nature, steps in the progressive process may be omitted.

17.4 Progressive Discipline Steps:

- (a) Oral warning
- (b) Written warning
- (c) Written reprimand placed in personnel file
- (d) Suspension placed in personnel file

17.5 If a Unit Member is suspended for the alleged misconduct of the Unit Member and that suspension is later found to have been without just cause, the Unit Member shall receive back pay for the period of suspension. In the event of a termination that is found to have been without just cause, the Unit Member shall receive as liquidated damages compensation equivalent to teaching one three (3) unit course for one (1) semester, in addition to any compensation actually received by that Unit Member prior to termination.

17.6 Causes for disciplinary action shall include, but not necessarily be limited to, those listed in Education Code Section 87732:

- (a) Immoral or unprofessional conduct
- (b) Dishonesty
- (c) Unsatisfactory performance
- (d) Evident unfitness for service
- (e) Physical or mental condition that makes him or her unfit to instruct or associate with students
- (f) Persistent violation of, or refusal to obey, the school laws of the state or reasonable regulations prescribed for the government of the community

~~colleges by the board of governors or by the governing board of the~~
~~community college district employing him or her.~~
~~(g) Conviction of a felony or of any crime involving moral turpitude~~
~~(h) Conduct specified in Section 1028 of the Government Code~~

ARTICLE 18
COMPLAINTS AGAINST A UNIT MEMBER

- 18.1 ~~Discipline shall not be imposed upon a Unit Member as a result of oral or~~
~~anonymous complaint(s).~~ Complaints shall be in writing, signed and dated by the
complainant. However, the District may receive an anonymous complaint and, if the
complaint is investigated and verified, may take appropriate action.
- 18.2 Unit Members shall have a reasonable opportunity to respond to complaints lodged
against them.
- ~~18.3 Disciplinary action taken as a result of a complaint shall be in accordance with~~
~~the provisions of Article 17.~~
- ~~18.4 Prior to imposing disciplinary action based upon a complaint, the District shall~~
~~conduct a reasonable investigation of the complaint.~~

For the District:



Monica Martinez

Todd Scott

Todd Scott

For the AFT Part-Time Faculty United
Local 6286, AFL-CIO:

April Allen
[April Allen \(Jun 15, 2023 11:25 PDT\)](#)

April Allen

Jason Elias
[Jason Elias \(Jun 22, 2023 11:48 PDT\)](#)

Jason Elias, Field Representative