

## AGREEMENT

This Agreement is made and entered into this 14<sup>th</sup> day of December 2011, by and between the El Camino Community College District, hereinafter referred to as the "District" and the El Camino College Federation of Teachers, Local 1388, AFT, AFL-CIO, hereinafter referred to as the "Federation."

### Article I RECOGNITION

Pursuant to the Memorandum of Agreement dated January 9, 1995, (Appendix A) the District hereby acknowledges the Federation as the exclusive bargaining representative for the Child Development Center Teachers and Child Development Center Lead Teachers, hereinafter collectively referred to as "CDC Teachers." Board of Trustee approved position descriptions are set forth in Appendix B. Excluded from this agreement are all other employees of the District including instructional and non-instructional faculty, management employees, temporary on-call or substitute employees, and all employees holding positions not requiring certification qualifications.

### Article II RIGHTS OF THE DISTRICT

Except as limited specifically by the express terms of this Agreement, the District retains all of the rights and authority conferred upon it by the laws of the State of California to direct, manage, and control the affairs of the District.

### Article III RIGHTS OF THE FEDERATION

#### **Section 1 - Payroll Deductions**

The District will deduct from the pay of the CDC Teachers covered by this Agreement Federation dues or representation fees.

All CDC Teachers who do not select to be members of the Federation shall have the reduced service representation fee withheld from their salary, beginning with their first paycheck after commencement of assigned duties, unless other arrangements are made at least two weeks prior to the CDC Teacher's first paycheck.

Any CDC Teacher who qualifies as a religious objector, being a member of a religious body whose traditional tenets include objections to joining or financially supporting employee organizations, shall not be required to join or pay the service fee. Such CDC Teacher shall pay an amount equal to the service fee to one of the following non-religious, non-labor, charitable funds:

- El Camino College Foundation
- ECCFT Scholarship Fund
- Associated Students Scholarship Fund

### **Section 2 - Communications**

The Federation shall have the right to use designated bulletin boards solely for the purpose of posting notices of its activities and shall have the right to use teacher mailboxes for communication purposes. The exercise of these rights is subject to applicable District regulations.

### **Section 3 - Copies of the Agreement**

The District, at its expense, will provide copies of this Agreement to each CDC Teacher presently employed, each newly hired CDC Teacher, and will provide the Federation with five (5) copies thereof.

### **Section 4 - Personnel Roster**

The District will furnish the Federation at least twice a year with an updated listing of the names, mailing addresses and, if approved by the CDC Teacher, home phone numbers of all CDC Teachers.

### **Section 5 - Reassigned Time**

The District will release one unit member from duty for the purpose of negotiations and representing the Federation when the negotiating session is scheduled on duty time. The Federation shall inform the District at the beginning of each semester which employee will be released from childcare duties to attend meetings necessary for negotiations and/or grievance proceedings. Time for grievance and negotiations issues will be limited to forty (40) hours per calendar year.

## Article IV

### CLASSIFICATION OF CHILD DEVELOPMENT TEACHERS

The District shall classify each CDC Teacher as a certificated employee covered under the terms of this Agreement based on California Education Code Section 79120 and the provisions of Chapter 2, commencing with Section 8200 Child Care and Development Services Act.

For clarification purposes, the following California Education Code Section 8208(af) definition of "Teacher" is applicable: "A person with the appropriate permit issued by the Commission on Teacher Credentialing who provides program supervision and instruction which includes supervision of a number of aides, volunteers, and groups of children."

### **Section 1 - Employment Definitions**

(a) **Full-Time**: A CDC Teacher employed on a fiscal year basis. The provisions of this agreement pertaining to vacations and holidays shall apply. A full-time CDC Teacher will be

considered probationary for the first three (3) years of service with the District. Thereafter, the CDC Teacher will be classified as permanent.

(b) **Part-Time**: A CDC Teacher regularly scheduled for no more than twenty-four (24) hours per week.

(c) **Substitute**: A CDC Teacher employed on an on-call, hourly basis to be scheduled as needed.

(d) **Mentor Teacher**: A CDC Teacher who has completed the Mentor Teacher Program sponsored by the State of California and who is certified to conduct supervision of practicum students to prepare them to become child development teachers.

## Article V HOURS AND WORKING CONDITIONS

### **Section 1 - Weekly Hours of Service**

The Child Development Center operates throughout the calendar year. CDC Teachers shall be scheduled to work forty (40) hours per week. The normal workweek for a full-time CDC Teacher shall consist of five (5) eight (8) hour days per week. An alternative schedule may be established upon mutual agreement of the employee and the CDC Director or Division Dean.

### **Section 2 - Release Time**

The CDC Director or the Division Dean must approve all released or reassigned time in advance. Released or reassigned time must be served on campus or at a location specified in the grant or other program for which such time is released or reassigned.

### **Section 3 - Professional Obligations**

Within the assigned duties, a full-time CDC Teachers will be expected to attend special meetings and functions such as open house, training workshops, etc., in support of the instructional philosophy of the Child Development Program. CDC Teachers will mentor no more than two (2) students per semester. CDC Teachers will be expected to meet all professional obligations, and follow CDC procedures in caring for children not picked up by the parent prior to the Center's 5:30 p.m. closing time.

Part-time CDC Teachers who are required to attend special meetings and functions such as open house, training workshops, mentor the District's practice students (see Appendix C), etc., in support of the instructional philosophy of the child Development Program, outside of their regular scheduled hours, will be compensated at their regular rate of pay. A part-time CDC Teacher will mentor no more than one (1) student per semester.

### **Section 4 - Mentoring Obligations**

Full-time CDC Teachers will be expected to mentor the District's practicum students (See Appendix C), in support of the instructional philosophy of the Child Development Program.

CDC teachers will mentor no more than two (2) students per semester. State of California Licensed Mentor teachers will mentor no more than three (3) students per semester.

## Article VI COMPENSATION

CDC Teachers shall be compensated on the basis of a monthly salary schedule set forth in Appendix D. On January 1<sup>st</sup> of each year, the District will adjust the amounts set forth in Appendix D and other rates of pay by the adjusted COLA as described in Appendix E.

### **Section 1 - Compensatory Time Off**

Pending the approval of the CDC Director, when a CDC Teacher works greater than forty (40) hours per week, the CDC Teachers shall be granted one and one-half (1-1/2) times compensatory time off. Compensatory time off shall be used within sixty (60) days of accrual.

### **Section 2 - Initial Salary Placement**

Newly hired CDC Teachers shall be placed on the appropriate step and class of the salary schedule.

### **Section 3 - Retirement and other Deductions**

CDC Teachers will be contributing members of the State Teachers Retirement System (STRS) or may remain in PERS if they already are contributing members and, where applicable, deductions will also be made for Social Security and Medicare.

### **Section 4 - Lead Teacher Stipend**

- (a) The Lead Child Development Center Teacher will be paid a monthly stipend in addition to the appropriate salary on the Child Development Center Teacher Salary Schedule (Appendix D).
- (b) If the Lead Teacher is absent from assigned duties for more than five (5) days and a CDC Teacher assumes lead teacher duties, the CDC Teacher shall be compensated a pro-rata portion of the Lead Teacher's stipend.

## Article VII LEAVES OF ABSENCE

### **Section 1 - Paid Leaves**

The District shall grant paid leaves of absence to Full-Time CDC Teachers for: bereavement, sickness, expanded use of sick leave, industrial accident and illness, judicial and official appearances, quarantine, personal necessity, jury duty and military leave in accordance with applicable codes and law. Part-Time CDC Teachers shall be granted the same paid leaves of absence as Full-Time CDC Teachers except for jury duty leave, which shall be non-paid.

A paid leave of absence shall mean salary continuance for the CDC Teacher's normal assignment for the day paid with full credit for all District benefits to which the CDC Teacher is entitled and service credit. A CDC Teacher regularly employed on a part-time assignment shall be paid for compensable leaves on the basis of the average number of hours worked, excluding compensatory time off, during the quarter preceding the quarter in which such leave occurs.

### **Section 2 - General Conditions**

A CDC Teacher who has cause to request a paid leave of absence shall make a written request for such leave to the Child Development Center Director or Division Dean as far in advance as possible. The request or application for leave shall state the leave category requested, the reason(s) necessitating the Teacher's absence, and the estimated duration of the absence. Approval of the leave shall be in writing signed by the CDC Director or Division Dean. If denied, the CDC Teacher will be provided with a written statement giving the reason for such denial.

The District may require a CDC Teacher to submit evidence, satisfactory to the District, to justify the CDC Teacher's request for leave of absence. Such evidence may include, but shall not be limited to, a physician's statement, a copy of the subpoena, or a notice of jury service.

A CDC Teacher who fails to return to duty upon completion of a paid leave of absence, and who is not on an approved subsequent leave of absence may be dismissed by the District, unless the CDC Teacher was unable, due to causes beyond his or her control, to return to duty, in which event the CDC Teacher must report the circumstances in writing to the District as soon as the teacher is able to do so.

### **Section 3 - Bereavement Leave**

A CDC Teacher may be absent from duty without loss of pay not to exceed three (3) days, or if travel beyond 200 miles one way is required, not to exceed five (5) duty days, to attend funeral or memorial services or to attend to the affairs of the decedent as a result of the death of a member of the Teacher's immediate family.

If an additional period of absence from duty is required for this purpose, a CDC Teacher may be granted additional bereavement leave, which shall be charged as personal necessity leave to the extent that such leave is available to the CDC Teacher as provided in Section 11 of this Article.

"Immediate Family" is defined as the mother, father, grandmother, grandfather, or grandchild of the CDC Teacher or of the spouse of the CDC Teacher; or the spouse, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law of the CDC Teacher, or any other person living in the immediate household of the CDC Teacher. Persons other than those noted above, such as an aunt or an uncle, who have been reared by or with the CDC Teacher will be considered members of the CDC Teacher's immediate family for the purposes of bereavement leave as well as any person who is or has been in a guardian-type relationship with the CDC Teacher.

## **Section 4 - Sick Leave**

### **(a) Accrual of Sick Leave Benefits**

- (1) Each CDC Teacher employed full-time on a fiscal year basis shall be entitled to twelve (12) days for sick leave benefits with pay for illness or injury for each fiscal year of service. A CDC Teacher employed full-time for less than a full fiscal year is entitled to that portion of the twelve (12) days sick leave per fiscal year of service as the number of months the CDC teacher is employed bears to twelve (12). A CDC Teacher regularly employed on a part-time assignment shall be entitled to the same ratio of sick leave benefits as a full-time employee as the number of hours worked bears to the number of hours in a full time (forty (40) hours per week) work schedule.
- (2) A newly hired CDC Teacher shall be entitled to use only that portion of sick leave award which has been accrued for each month of service actually rendered and may not take full sick leave for the fiscal year until the first day of the calendar month after the employee has completed the first six (6) months of active service with the District.
- (3) There shall be no maximum on the number of sick leave days a CDC Teacher may accrue. The full amount of unused annual sick leave shall be accumulated from year to year.
- (4) A CDC Teacher may use sick leave at any time during the year; however, a CDC Teacher leaving the District during a fiscal year who has used sick leave for that year will be required to reimburse the District for the value of the difference between the number of sick leave days actually accrued for each month of active service in the year and the actual number of sick leave days used, if any.
- (5) Sick leave credit received by transfer from a previous employing California school district of a newly hired CDC Teacher shall be accepted and credited to the CDC Teacher's sick leave account with the District if the CDC Teacher has been employed by such district for a period of one (1) calendar year or more and accepts a position with the District within twelve (12) months of termination from the previously employing district.
- (6) All accumulated sick leave shall be cancelled upon termination of service with the District except that accumulated sick leave may be transferred to a subsequent employing California school district or towards retirement as provided by law.

### **(b) Difference Pay**

A CDC Teacher who is absent from assigned duties because of an accident or illness, beyond the CDC Teacher's entitlement to sick leave, for a period of one hundred (100) work days or less, shall have deducted from the salary due the CDC Teacher for that portion of the one hundred (100) day period not covered by sick leave accumulated from prior years of service, the salary paid to the substitute employed to fill the CDC Teacher's position during the CDC Teacher's absence, or if no substitute was employed, the minimum salary which would have been paid to the substitute had a substitute been employed. Any portion of a day is to be considered one (1) day.

**Section 5 - Industrial Accident or Illness Leave**

A CDC Teacher or someone else on the CDC Teacher’s behalf, shall report any accident or illness of a CDC Teacher arising out of employment to the CDC Director or Dean as soon as possible, but at least within 24 hours of the occurrence.

A CDC Teacher who receives a temporary disability payment for such accident or illness under Workers’ Compensation shall remit such payment for any period of time while on any paid disability leave to the District. Such obligation shall be limited to the amount payable by the District for such period.

A CDC Teacher who becomes disabled due to an illness or injury arising out of and during the course of employment with the District, shall be granted paid industrial accident or illness leave for the period of time the CDC Teacher is unable to render service to the District, not to exceed sixty (60) working days per fiscal year for the same accident, except when any industrial accident occurs at a time when the full sixty (60) days will overlap into the next fiscal year. The CDC Teacher shall be entitled to only that amount remaining at the end for the fiscal year in which the injury or illness occurred, for the same illness or injury. Such leave shall be granted prior to the award of other paid District disability leave benefits for which the CDC Teacher is eligible.

Upon exhausting benefits provided under this subsection, a CDC Teacher who continues to be disabled shall be entitled to other paid leave benefits as shown below, provided that all such leave benefits paid shall not, when combined with any temporary disability award under Workers’ Compensation, exceed 100% of the CDC Teacher’s regular salary.

**Beginning on Date of Disability**

60 Days	Industrial Accident Leave or Illness Leave
100 Days	(1) Awarded Sick Leave for Current Year (2) Accumulated Sick Leave for Prior Year(s) (3) Difference Pay

A CDC Teacher receiving benefits under this subsection shall remain within the State of California, unless the District approves otherwise.

When a Workers’ Compensation award is endorsed payable to the District, paid leave, other than industrial accident or illness leave, shall be charged that percentage that is produced by a quotient when dividing the CDC Teacher’s pay for the CDC Teacher’s regular assignment, less the amount signed over, by the amount of pay for the CDC Teacher’s regular assignment.

A CDC teacher shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Workers’ Compensation physician certifying the CDC Teacher’s ability to return to the position without restrictions or detriment to the CDC Teacher’s physical and emotional well being and in compliance with the Americans With Disabilities Act.

## **Section 6 - Extended Disability Unpaid Leave**

If the CDC Teacher is still disabled at the conclusion of all available paid disability leave(s) and is unable to return to work, the following shall apply:

(a) If the CDC Teacher suffers an extended disability and is thereby unable to perform the assigned duties, the CDC Teacher may, upon exhaustion of paid leave status be granted an unpaid extended disability leave.

(b) The CDC Teacher's request for such unpaid leave shall be accompanied by a physician's statement as to the necessity of such leave and the estimated duration of the disability. The District may at its expense require that a physician selected by the District examine the CDC Teacher. In the event of a conflict in the findings of the two physicians, a third physician, mutually acceptable to the CDC Teacher and the District, shall be chosen and an opinion solicited. The cost of such examination by a third physician shall be borne by the District.

(c) The period of such leave shall be determined by the medical condition of the CDC Teacher and the needs of the instructional program. Any such extended disability leave shall not exceed a period of twelve (12) calendar months. The District may grant an extension or extensions of such extended disability leave and such extension may proceed beyond the period herein specified. Any such extension is subject to the requirements stated in paragraph (b), listed above.

(d) Full-Time CDC Teachers granted extended disability unpaid leaves of absence of less than one-half of the working days in any month, as provided in paragraph (f) below shall have their medical, dental, and life insurance continued for that month and shall not be required to pay the District's portion of the cost of such insurance during such month.

(e) Full-Time CDC Teachers granted extended disability unpaid leaves of absence which exceed one half of the working days in any month, as provided in paragraph (f) below, may continue their medical, dental and life insurance for that month upon advance payment to the District of the full cost for such coverage. Continuation of insurance coverage for unpaid leaves of absence exceeding one-half of the working days in any month shall be subject to the provisions of the master insurance policies concerning the length of time that such coverage may be continued. A Full-Time CDC Teacher's monthly contract salary will be reduced pro rata for each day of unpaid leave. The daily reduction for CDC Teachers employed on an academic year basis will be based on the number of days of service required in any given year as provided in the CDC Teacher Guidelines.

## **Section 7 - Disability Release**

The District may require a satisfactory written statement from a Board Certified or Board Eligible psychiatrist, physician, or clinical psychologist specializing in the area of concern and mutually agreed upon by the District and the CDC Teacher, releasing the CDC Teacher to return to all duties of the CDC Teacher's position, before the CDC Teacher returns to duty after the expiration of a disability leave. The CDC Teacher shall submit such statement to the CDC Director or Dean. The District may require additional health information to support the request to return to duty following absences due to illness, injury, pregnancy or other disability. A CDC Teacher may return to duty on a limited basis (less than normal daily hours) so long as the CDC Teacher can perform the duties assigned to the position proportionate to the number of hours worked.



**Section 8 - Quarantine Leave**

A CDC Teacher shall receive full salary during the period of quarantine by duly constituted governmental authority.

**Section 9 - Judicial and Official Appearances**

The District will grant a leave of absence to a Full-Time CDC Teacher for a judicial or other official appearance in a proceeding in which the District is a party so long as the CDC Teacher's appearance is determined by the District to be in support of the District's position in that proceeding.

**Section 10 - Jury Duty Leave**

A Full-Time CDC Teacher may be absent from duty without loss of pay as a result of having been called and appearing for jury duty, excluding a grand jury. In order to be eligible for the paid leave, the CDC Teacher is required to notify the Director of the Child Development Center as soon as the CDC Teacher receives notification of a call for jury service.

The District may refuse to grant paid leave for jury duty to the Full-Time CDC Teacher at any time when two (2) percent or more of the total number of employees of the District are on paid jury duty leave or if granting of leave would require suspending services in the CDC.

The CDC Teacher serving on jury duty, who receives pay from the District during such absence, shall be required to collect jury duty fees and remit such fees to the District.

The CDC Teacher shall be required to perform assigned service to the District during any workday or fraction thereof that the CDC Teacher is released from jury service, provided that a reasonable period of time shall be allowed for necessary travel.

**Section 11 - Personal Necessity Leave**

(a) A Full-Time or Part-Time CDC Teacher may be absent from duty without loss of pay for duty days not to exceed seven (7) days during any year and have the absence charged to the CDC Teacher's available sick leave account.

(b) For the purpose of qualifying for paid personal necessity leave, there shall be a compelling reason which required the CDC Teacher's absence from duty, which cannot be attended to outside of duty hours, and which shall be limited to one of the following reasons:

(1) Death of a member of the CDC Teacher's immediate family (as defined in Section 3 of this Article) when the number of days of the required absence exceeds the limit provided in Section 3 of this Article.

(2) An accident involving the CDC Teacher's person, property, or the person or property of a CDC Teacher's immediate Family (as defined in Section 3 of this Article) not otherwise chargeable to any other paid leave of absence for which the Faculty Member qualifies.

(3) The required appearance of the Faculty Member brought about as a result of a legal notice to appear as a witness before a government or judicial agency or court of law and not covered by Section 9 of this Article, or the CDC Teacher's appearance as a litigant in a legal action. If a witness fee is payable, such fee shall be demanded and

collected by the Faculty Member and remitted to the District up to the CDC Teacher's prorated pay for such absence.

(4) The illness of a member of the CDC Teacher's immediate family (as defined in Section 3 of this Article) or the birth of a child to the spouse of the Faculty Member. See also Section 14 of this Article.

(5) An imminent danger as the result of flooding or fire or similar natural catastrophe to the personal residence of a Faculty Member.

(6) The observance by the Faculty Member of a holiday of the CDC Teacher's religion (see also Section 16).

(7) Other reasons which the Faculty Member cannot reasonably be expected to disregard and which have been submitted in writing and approved by the Dean.

### **Section 12 - Military Leave**

Military leaves shall be granted in accordance with applicable law.

### **Section 13 - Expanded Use of Sick Leave**

In accordance with Section 233 of the California Labor Code, CDC Teachers may use accrued sick leave during any calendar year, up to six (6) days per year, to attend to an illness of a child, parent, or spouse. These absences will be charged to the CDC Teacher's accrued sick leave account.

This section does not extend the maximum period of leave to which a CDC Teacher is entitled under the federal Family and Medical Leave Act or the California Family Rights Act, and it does not apply to the use of differential leave pursuant to Section 87780 of the California Education Code.

The use of accrued sick leave for purposes of this section is in addition to any accrued sick leave used for personal necessity pursuant to Section 11 of this Article.

### **Section 14 - Family Care and Medical Leave**

The District is covered by the provisions of the federal Family and Medical Leave Act and the California Family Rights Act. Eligible CDC Teachers may apply for family care and medical leave pursuant to the District's policy adopted in accordance with such Acts.

### **Section 15 - Pregnancy, Family and Infant Care**

NOTE: Some of the leaves of absence available under this section are unpaid leaves.

For general regulations on granting of leaves of absence for pregnancy and childbirth, refer to Section 87766 of the Education Code.

(a) **Optional unpaid portion**

The District may, upon application and approval, grant an unpaid pre-childbirth leave of absence to a pregnant employee prior to the period of actual disability.

(b) **Utilization of Sick Leave**

During the time the CDC Teacher is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, she

shall be permitted to utilize her accrued sick leave. This provision, which permits a paid leave to be taken while on an unpaid leave, is an exception to the general rule.

(c) Physician Certifications

A pregnant CDC Teacher who elects not to apply for an unpaid pre-childbirth leave shall be permitted to continue during pregnancy disability, provided that she can and does continue to perform the full duties and responsibilities of her position. The CDC Teacher must also supply to the District her physician's certification as to the beginning and ending dates of actual pregnancy-related disability for which sick leave is claimed, and a release form from the physician to return to work.

(d) Infant Care

After the period of disability, the CDC Teacher shall, upon written request, be placed on an unpaid status for purposes of infant care for the remainder of the academic year in which the childbirth occurred and this status may, at the discretion of the District, be extended for as much as two school years. Comparable unpaid leave for the purpose of infant care shall be made available to a CDC Teacher who is the parent of a newly-born child.

The CDC Teacher will retain her or his seniority rank and eligibility for step advancement and all such leaves shall run concurrently with family leave pursuant to federal and state law.

**Section 16 - Non-Paid Leaves**

The District shall grant unpaid leaves of absence to CDC Teachers for extended disability, religious holidays, or for any other reason, subject to the conditions set forth by the District (see Section 11).

**Section 17 - Continuation Of Benefits While On Unpaid Leave Of Absence**

(a) The District shall continue to provide medical, dental, vision and/or life insurance benefits, at District expense, for any CDC Teacher who is on an unpaid leave of absence commencing after the beginning of the Academic Year, on the same basis as such benefits were provided while the CDC Teacher was in paid status, through the last day of the calendar month following the calendar month in which the CDC Teacher was last in paid status. If the CDC Teacher chooses to continue such benefits after the last day of the calendar month following the calendar month in which the CDC Teacher was last in paid status, or if the CDC Teacher commences his or her unpaid leave at the beginning of the Academic Year, the CDC Teacher may continue coverage for such benefits at his or her own expense, at the premium contracted by the District, so long as the CDC Teacher files application for such continuation of enrollment with the Public Employees Retirement Service no later than the last day of the month following the month in which the unpaid leave commenced, or in the case of an unpaid leave of absence, commencing at the beginning of the Academic Year, no later than July 31 preceding the commencement of the unpaid leave. The CDC Teacher is responsible for payment of any dependent or other coverage as if in paid status. The District shall provide COBRA notices at the termination of benefits, as provided by law.

(b) Vacation shall not be accrued for any unpaid leave which exceeds one-half of the working days in any month.

(c) During the period of any unpaid leave of absence, the CDC Teacher shall not accrue sick leave. However, the CDC Teacher's sick leave accrued as of the commencement of such leave shall not be reduced.

### **Section 18 - Pay Reduction**

A CDC Teacher's employment contract will be reduced pro rata for each day of unpaid leave. The pro-ration shall be based on the number of working days in the CDC Teacher's assignment.

## Article VIII INSURANCE BENEFITS

### **Section 1 - Medical Plans**

Effective January 1, 2012, the District shall contribute (not to exceed) the following amounts for the medical insurance: \$590 per month for single, \$1,022 per month for 2-party, and \$1,328 per month for family. Any difference in the amount between the District contribution for medical insurance and the CalPERS medical insurance premium cost shall be paid by the employee through monthly payroll deductions. The medical plan chosen by the CDC Teacher shall be one of those offered by CalPERS under the Public Employees Medical and Hospital Care Act, unless the District and the CDC negotiate a change in the carrier for health benefit insurance.

(a) For the insurance year commencing January 1, 2013, the District or the Federation may commence negotiations in April 2012 to consider different medical and health insurance providers and/or carriers. If a timely request to bargain a change in insurance plans is not provided to the other party by May 1, 2012, then the parties will continue to utilize the CalPERS medical plan for 2013.

(b) The health benefit plan applicable to eligible retirees ages 55 – 65 who have ten (10) years of service with the District will be in accordance with Section 7 of this Article. The CalPERS system will deduct the monthly insurance premium only from the retiree's STRS or PERS retirement check and the District will reimburse the retiree for the applicable District contribution per Section 7.

(c) The CDC Teacher may elect to have his/her eligible dependents covered under the medical plan the CDC Teacher selects.

(d) Until December 31, 2011, a CDC Teacher whose spouse is a District employee and who selects PERSCare or PERSChoice medical plans may opt to have one (1) medical plan which covers both the employee and the employee's spouse. The District shall pay the difference between 2-party and family coverage in order to equalize the paid coverage for this situation. Under this option, an employee spouse would not select his/her own coverage, but would opt to be covered under the CDC Teacher's Primary Coverage.

(e) CDC Teachers may, during the open enrollment period in the Fall of each year, change plan coverage effective January 1<sup>st</sup> of the following year.

(f) Insurance benefits coverage begins on the first of the month following the first day the CDC Teacher is in paid status. Thus, a CDC Teacher whose first day in paid status occurs on August 10 of any year will have coverage beginning on September 1 of that year. The CDC Teacher's coverage continues until the first of the month following a full calendar month after the month in which the CDC Teacher's last day in paid service occurs. Thus, a CDC Teacher whose last day in paid status was March 10 of any year will have coverage through the month of April. Coverage for the dental plans and the vision plan begins and ends in the same manner.

### **Section 2 - Dental Plans**

The District will provide dental plans for all Full-Time CDC Teachers and will continue to pay the monthly premium cost of the CDC Teacher's coverage. If the CDC Teacher selects the Delta Dental Premier Plan or equivalent plan and elects to cover his/her eligible dependents by such plan, the CDC Teacher will pay thirty percent (30%) of the cost of such dependent coverage and the District will pay seventy percent (70%) of such cost. If the CDC Teacher selects the Delta Care Plan or equivalent plan and elects to cover the CDC Teacher's eligible dependents by such plan, the District will pay the entire cost of the dependent coverage.

### **Section 3 - Vision Plan**

The District will provide a vision service plan for full-time CDC Teachers and will pay the entire monthly premium cost for the CDC Teacher's coverage. If the CDC Teacher elects to have his/her eligible dependents covered by the plan, the CDC Teacher will pay thirty percent (30%) of the cost of such coverage and the District will pay seventy percent (70%) of the cost of such coverage.

### **Section 4 - Life Insurance - AD&D**

The District will provide life insurance and accidental death and dismemberment insurance plan. The District will pay for the cost of such coverage.

### **Section 5 - Short-Term Disability Income Insurance**

The District will continue to make available to Full-Time CDC Teachers a short-term disability income insurance plan. The CDC Teacher who elects coverage by this plan shall pay the entire cost of such coverage.

### **Section 6 - Tax-Sheltered Annuity**

The District will pay Four Hundred Twenty Dollars (\$420.00) at the end of each full year of completed service to each Full-Time CDC Teacher not electing dependent medical, dental, and vision insurance coverage for such year. The CDC Teacher may, pursuant to Internal Revenue Code regulations, use this sum for a tax-sheltered annuity contribution.

### **Section 7 - Retiree Medical Insurance**

(a) For employees retiring prior to July 1, 2011, the District will provide medical insurance only for any Full-Time CDC Teacher who retires pursuant to the regulations of the California State Teacher's Retirement System after reaching age fifty-five (55), from the time of

retirement until reaching age sixty-five (65) and provided the CDC Teacher remains in retired status. With respect to employees retiring after June 30, 2011, the District will contribute toward the medical insurance premium the single-only rate specified under Article 17, Section 1 for any employee who has ten (10) years of service with the District and who retires after reaching age fifty-five (55). Regarding dependent coverage for retirees, the District will also make available to such a retiree medical insurance and dental insurance for eligible dependents with the cost of such coverage to be borne by the retiree, provided such option for dependent coverage is made when the retiree is first eligible.

(b) Effective July 1, 1996, and annually thereafter, per CalPERS regulations, the District shall offer to all eligible retirees sixty-five (65) years and older, the one-time opportunity to participate in the CalPERS medical plan. Retirees who choose not to participate in CalPERS when this one-time offer is made, relinquish all future rights to participate in CalPERS. The District shall contribute the minimum CalPERS premium payment (currently \$108 per month) for an eligible retiree who elects to participate. The retiree shall be responsible for the cost of the medical coverage equal to the difference between the District's payment and the total cost of the selected medical plan.

#### **Section 8 - Refund Of Premiums**

In the event there is a refund of insurance premiums paid, the refund shall be applied to the District's cost for the subsequent year.

#### **Section 9 - Voluntary Tax-Sheltered Annuities**

A Full-Time CDC Teacher may, subject to the provisions of the Internal Revenue Code, the California Revenue and Taxation code, and the Education Code, voluntarily elect to purchase a tax-sheltered annuity or annuities and enter into an amendment of his/her contract of employment for this purpose and effect a corresponding reduction in salary.

#### **Section 10 - Voluntary Employee Organization Insurance Plans**

Where such deduction has been requested by the CDC Teacher in a revocable written authorization, the District shall deduct monthly payments of premiums for a group life or disability insurance plan available to the CDC Teacher as a result of membership in any employee organization. The written authorization or revocation notice shall be on file with the District at least thirty (30) days in advance.

#### **Section 11 - Disability Coverage**

Any Full-Time CDC Teacher who has completed ten (10) or more years of service with the District and who is determined by the California State Teacher's Retirement System to be totally disabled and is awarded disability benefits by the California State Teacher's Retirement System, shall be eligible to continue medical coverage in the District's medical insurance plans available to CDC Teachers with the cost of such coverage to be borne by the disabled individual. The disabled individual must elect to continue such coverage at the time District sponsored coverage would otherwise lapse. Such coverage will remain in effect, subject to the payment of the premium cost by such disabled individual, until the individual attains the age of sixty-five (65) or chooses at an earlier age to discontinue making payment.

#### **Section 12 - Part-Time CDC Teacher Benefits**

(a) **Medical Premium Reimbursement** Effective January 1, 2002, the District will provide \$20,000 to the Federation of Teachers to provide for reimbursement for medical insurance premiums. This amount, if not used in full, will be carried over to the next calendar year. It will be included as an “increased cost of medical benefits” in the “Adjusted COLA” formula (Appendix E). The \$20,000 contribution shall be made annually in future years, unless different terms are negotiated in future negotiations.

(b) **Retirement** Part-Time CDC Teacher(s) shall contribute four percent (4%) of pay to the STRS Cash Balance Plan and the District shall contribute five percent (5%) of the Part-Time CDC Teacher’s pay to the STRS Cash Balance Plan.

### **Section 13 - Domestic Partner Benefits**

1. The District shall provide medical and other benefits to domestic partners in accordance with the Domestic Partner Rights and Responsibilities Act of 2003 (DPRRA). California Education Code, Section 297 provides that registered domestic partners shall have the same rights, protections, and benefits, and shall be subject to the same responsibilities and obligations, and duties under the law, whether they derive from statutes, administrative regulations, court rules, government policies, common law, or any other provisions or sources of law, as are granted and imposed upon spouses.
2. In order to be eligible for benefits, partners must register with the State of California, Secretary of State. In addition, the eligible employee and domestic partner must:
  - (a) Be unmarried and not related to each other;
  - (b) Have lived together for at least six months, sharing the common necessities interdependence;
  - (c) Be at least eighteen (18) years of age and competent to enter into a contract, or, in the case of persons of opposite sex, one or both persons must be over sixty-two (62) years of age.
3. An employee has sixty (60) days from the date of enrollment with the Secretary of State to complete the HBD12 Health Enrollment Form to enroll their domestic partner and eligible dependent children.
4. To obtain coverage both employee and their partner must certify their eligibility by completing the District’s Affidavit of Domestic Partnership Form.

## Article IX VACATION

### **Section 1 - Allowance**

Full-Time CDC Teachers employed on a fiscal year basis shall be entitled to twenty (20) workdays of vacation each year. Such Teachers shall also be entitled to bonus vacation days during any fiscal year if the Teacher has twenty-five (25) or more days of sick leave accrued as of June 20 of the prior fiscal year. The CDC Teacher shall be entitled to one (1) day of vacation in the subsequent year for each full twenty-five days of such leave accrued as of June 30 of the prior year with a maximum of five (5) bonus vacation days in any one year.

**Section 2 - Accrual**

Vacation time will be accrued on a monthly basis with full credit for each completed calendar month of service in which the CDC Teacher is in paid status for a minimum of one-half of the working days in such month. A CDC Teacher who is in paid status for less than one half of the working days in a calendar month shall accrue vacation credit at a rate of .03846 time ratio for the CDC Teacher’s total annual vacation allowance to ten (10) times each regular hour the CDC Teacher was on paid status.

**Section 3 - Accumulation**

Each July eligible CDC Teachers will be notified by the District of their June 30 accrued vacation credits. No more than thirty (30) days of that June 30 accrued vacation credited may be continued beyond December of that year. Under this procedure those June 30 vacation days in excess of thirty (30) at the close of the business on December 31 each year will be paid to the Teacher at his or her current rate of pay and the total vacation credits reduced to thirty (30) days, except for any additional vacation days which may have been accrued, but not used for service since that June 30.

**Section 4 - Scheduling**

A CDC Teacher shall submit a request in writing to the CDC Director or Division Dean for vacation time as far in advance as feasible. If the Child Development Center’s work load is such that certain periods of the year are critical, the Director may block out those periods for vacations provided that the periods so blocked out do not exceed a total of ninety calendar days in any given year.

**Section 5 - Termination**

Upon leaving the employment of the District, a CDC Teacher shall be entitled to lump-sum compensation for all earned and unused vacation at the CDC Teacher’s current salary. Time off for earned and unused vacation may not be taken in lieu of payment following the last full day worked.

Article X  
HOLIDAYS

**Section 1 - Regular Holidays**

The District will observe the following holidays without loss of pay to CDC Teachers employed on a fiscal schedule:

- |                             |                        |
|-----------------------------|------------------------|
| New Year’s Day              | Labor Day              |
| Martin Luther King, Jr. Day | Veteran’s Day          |
| Lincoln’s Day               | Thanksgiving Day       |
| Washington’s Day            | Day after Thanksgiving |
| Memorial Day                | Christmas Day          |
| Independence Day            |                        |

Two (2) additional holidays in accordance with the adopted calendar.

If a holiday listed above falls on a Sunday, the following Monday shall be observed as the holiday; similarly, if a holiday listed above falls on a Saturday, the preceding Friday shall be



observed as the holiday. If Independence Day falls on Friday or Saturday, the preceding Thursday shall be observed. If a CDC Teacher is required to work on a scheduled holiday, then the holiday will be deferred as a floating holiday to be taken as agreed between the CDC Director and CDC Teacher within the current fiscal year.

### **Section 2 - Winter Recess**

The District shall provide three additional holidays each year during or in conjunction with the Winter Recess at a one-time cost of 1.2% of a future salary increase. [Refer to Memorandum of Understanding attached after Article XVIII of this Agreement.]

## Article XI EVALUATIONS

Probationary CDC Teachers shall be evaluated at least once per calendar year. Permanent CDC Teachers shall be evaluated every two (2) years. They may also be subject to the evaluation process for cause at a time other than the normal evaluation rotation schedule, subject to the approval of the appropriate Dean and provided that at least six (6) months have passed since the last evaluation for which the permanent CDC Teacher has received an overall rating of satisfactory. See Appendix F for evaluation forms.

## Article XII EDUCATIONAL REIMBURSEMENT PROGRAM

The District will reimburse 100% of the enrollment fees, student body I.D. fee, and applicable health fees of permanent CDC Teachers, their spouses and/or legal dependents to attend El Camino College under the conditions outlined in Appendix G.

## Article XIII GENERAL PROVISIONS

### **Section 1 - Non-Discrimination**

The District and the Federation agree not to discriminate against any CDC Teacher on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, physical or mental disability, or service as Vietnam era veteran.

### **Section 2 - Personnel Files**

There shall be one official District personnel file for each CDC Teacher and the CDC Teacher shall have the right to inspect the file upon written request. The material in the file shall be made available for inspection by the CDC Teacher to whom the file pertains except ratings, reports or records that were (1) obtained prior to the employment of the CDC Teacher, (2) prepared by identifiable selection committee members, or (3) obtained in connection with a promotional evaluation.

Any item to be placed in the file shall be clearly identified as to its source or originator and its date of receipt by the District.

Information that could impact the evaluation of the CDC Teacher, except that listed in the first paragraph of this section, shall not be entered or filed unless and until the CDC Teacher is given notice and an opportunity to review and comment thereon.

### **Section 3 - Right to Representation**

Upon the request of the CDC Teacher, the District shall afford the CDC Teacher the right to have a Federation representative present at meetings involving the CDC Teacher and District that could result in negative consequences to the CDC Teacher's employment. This request may be made prior to or during the meeting. The District and the Federation will cooperate to schedule such meeting.

### **Section 4 - Home Address/Telephone Number**

CDC Teachers are required to keep on file their current home addresses and telephone numbers in the Office of the Child Development Center Director and in Human Resources.

### **Section 5 - Tuberculosis Examination**

An X-Ray of the chest or a tuberculin skin test shall be required of each CDC Teacher every four (4) years between July 1 and December 31, and the results of such examination shall be filed with Human Resources. The cost of the examination shall be paid by the District, providing that it is administered by the College Health Center or medical center retained by the District for this purpose.

If the tuberculin skin test shows a positive reaction, the CDC Teacher shall be required to have a chest X-Ray examination.

If examination results in a finding that the CDC Teacher is suspected of having active tuberculosis, the CDC Teacher shall be immediately released of all duties, granted paid leave benefits to which he or she is entitled, and shall be reinstated only after conclusive evidence is present that the CDC Teacher is free of active tuberculosis.

A CDC Teacher may file an affidavit with Human Resources stating that the CDC Teacher adheres to the faith or teachings of any well-recognized religious sect, denomination, or organization, and in accordance with its creed, tenets, or principles, depends for healing upon prayer in the practice of religion, and that to the best of the CDC Teacher's knowledge and belief that active tuberculosis is not present and request that an examination hearing be held before the Board of Trustees.

### **Section 6 - Directed Examination**

If the District has reasonable cause to believe that a CDC Teacher's ability to perform the assigned duties is impaired by a physical, mental, or emotional disease or condition, the District shall discuss this concern with the CDC Teacher involved and may, if deemed appropriate, suggest that the CDC Teacher seek appropriate professional assistance.

If the CDC Teacher does not show adequate improvement over a reasonable period of time in the performance of the assigned duties, the Director of Human Resources may require the CDC

Teacher to undergo appropriate examinations by a Board Certified or Board Eligible psychiatrist, physician, or clinical psychologist selected by the District and specializing in the area of concern.

The CDC Teacher may request that the psychiatrist, physician, or clinical psychologist selected by the District and a psychiatrist, physician, or clinical psychologist selected by the CDC Teacher select a third such professional to conduct the examinations which shall be at the District's expense. The CDC Teacher shall be required to execute a release so that the psychiatrist, physician, or clinical psychologist may make a confidential report of the findings to the Director of Human Resources. In the event that the report concludes that the CDC Teacher is able to perform the assigned duties, the report shall be destroyed.

A required examination shall be deferred in the event the CDC Teacher chooses to take the matter to grievance pending the outcome of the grievance process.

### **Section 7 - Mandated Fingerprint Clearance Requirements**

In accordance with State, Federal, Local, and District rules and regulations, all CDC Teachers are required to have clearance from the Department of Justice, Federal Bureau of Investigation (FBI) and the Child Abuse Index prior to employment.

## Article XIV EMPLOYMENT SEPARATION

### **Section 1 - Retirement**

CDC Teachers may elect to retire pursuant to the provisions of the State Teacher's Retirement System or Public Employee's Retirement System. Upon such retirement, the CDC Teacher's service with the District shall be considered terminated.

### **Section 2 - Retiree Medical Insurance**

The District will provide medical insurance only for any Full-Time CDC Teacher who retires pursuant to the regulations of the California State Teachers' Retirement System or Public Employee Retirement System, after reaching age fifty-five (55) from the time of retirement until reaching age sixty-five (65) and provided the CDC Teacher remains in retired status. Regarding dependent coverage for retirees, the District will also make available to such a retiree medical insurance and dental insurance for eligible dependents with the cost of such coverage to be borne by the retiree, provided such option for dependent coverage is made when the retiree is first eligible.

As long as the District contracts with CalPERS and per CalPERS regulations, the District shall offer to all eligible retirees sixty-five (65) years and older, the one-time opportunity to participate in medical plan offered by CalPERS under the Public Employees Medical and Hospital Care Act. Retirees, who choose not to participate in CalPERS when this one-time offer is made, relinquish all future rights to participate in CalPERS. The District shall contribute the same minimum payment paid during the employee's service prior to retirement for the eligible retiree who elects to participate. The retiree shall be responsible for the cost of the medical coverage equal to the difference between the District's payment and the total cost of the selected medical plan.

### **Section 3 - Retirement Contribution**

CDC Teachers are required to contribute to the California State Teacher's Retirement System or Public Employee's Retirement System as provided by State Teacher's Retirement Law. The District shall contribute such sums to the retirement system as are required by law.

### **Section 4 - Disability**

A CDC Teacher who is determined to be disabled by the retirement system and who is approved for a disability allowance shall be considered, upon such approval, to be terminated due to disability.

### **Section 5 - Disability Coverage**

Any Full-Time CDC Teacher who has completed ten or more years of service with the District and who is determined by the California State Teacher's Retirement System or Public Employee's Retirement System to be totally disabled and is awarded disability benefits by the retirement system, shall be eligible to continue medical coverage in the District's medical insurance plans available to CDC Teachers with the cost for such coverage to be borne by the disabled individual. The disabled individual must elect to continue such coverage at the time District sponsored coverage would otherwise lapse. Such coverage will remain in effect, subject to the payment of the premium cost by such disabled individual, until the individual attains the age of sixty-five (65) or chooses at an earlier age to discontinue payment.

### **Section 6 - Resignation**

The District shall accept a CDC Teacher's voluntary resignation provided that the CDC Teacher submits a written notice of such resignation to the CDC Director or Division Dean at the earliest opportunity, but no later than June 1 of the year. The President or Designee shall be empowered to accept in writing the resignation and shall waive the time when the resignation shall take effect, subject to approval by the Board of Trustees. Prior to Board approval, the CDC Teacher may withdraw the resignation, subject to the agreement of the President or Designee.

## Article XV DISCIPLINE

The District recognizes that employee discipline must be fairly imposed with adherence to the concept of progressive discipline. Progressive discipline is a process for dealing with job-related behavior that does not meet expected and communicated performance standards. The process features increasingly formal efforts to provide feedback to employees so that they may correct potential performance problems as they arise. The goal of progressive discipline is to improve employee performance. The process of progressive discipline is not intended as a punishment for an employee, but to assist the employee to overcome performance problems and satisfy job expectations.

### **Section 1: General Discipline**

When problems arise in behavior or in the performance of assigned duties and responsibilities, the District will attempt to assist the CDC Teacher in solving these problems. Should discipline be warranted, it shall be administered based on the severity of the action or situation, which may warrant progressive or emergency discipline. Disciplinary actions may include:

Verbal Counseling

Verbal Reprimand  
Written Reprimand  
Suspension (with or without pay)  
Demotion  
Dismissal

Discipline shall not be administered without just cause. Discipline shall be administered in a timely fashion. The Child Development Center Director is responsible for promptly investigating a disciplinary matter and shall administer discipline within a reasonable period of time from the infraction. The discipline shall be related in severity to the seriousness of the offense.

Unless otherwise specified in the California Education Code, suspension, demotion, and dismissal shall be subject to the provision of the Grievance Procedure.

### **Section 2: Emergency Disciplinary Action**

Nothing herein shall preclude the District from effectuating an immediate suspension without pay pending final disciplinary action when reasonable cause exists to believe the suspension is to protect the best interests of the District, in which event a notice of intended disciplinary action will be mailed or hand delivered no later than three (3) work days after the suspension. Such suspension shall be with pay if the disciplinary action is subsequently overruled. Emergency disciplinary action is to be implemented solely in situations where an employee's continued presence in the work environment constitutes a clear and immediate hazard to the District, its employees, property or students.

## Article XVI DISPUTE RESOLUTION

### **Section 1 - Purpose And Definitions**

It is the purpose of the Article to outline a procedure for addressing disputes that may arise between the Federation and the District in order that they may be resolved in the timeliest, amicable, and efficient manner consistent with meeting the individual and mutual interests of the parties concerned.

(a) **Complaint**: An allegation that there has been a misinterpretation, misapplication, inequitable application, or violation of the terms, provisions, and conditions of the Agreement or of any "Policy of the District" to the extent that the individual, group, or Federation, as the case may be, believes to have been adversely affected and unfairly or inequitably treated.

(b) **Policy Of The District**: A rule, regulation, or policy adopted by the Board of Trustees.

(c) **Grievance**: A written complaint filed pursuant to Section 6 of this Article, which complainant states a claim of a violation of the terms and conditions of this Agreement and that such violation adversely affects the grievant(s).

(d) **Complainant/Grievant**: An individual CDC Teacher or a group of CDC Teachers, an individual acting on behalf of a CDC Teacher having the same or similar grievance or complaint, or the Federation.

(e) Mediation: The process by which an impartial third party (Mediator) assists the parties involved in a dispute to resolve their differences and arrive at a mutually agreeable settlement.

(f) Mediator: The person or persons selected by the President of the Federation and the Director of Human Resources to implement the mediation process.

(g) Working Days: Any day during which the Administrative Offices of the District are open for business to the public.

(h) Director: For purposes of this Article, the term "Director" refers to the Director of the Child Development Center who is the responsible District officer involved in the acts complained of.

## **Section 2 - Exclusions**

It is expressly understood that the following are specifically excluded:

(a) Any dispute concerning the provisions of Article I, Recognition,  
(b) Any dispute arising out of either the existence of, or the exercise of, any of the rights of the District as set forth in Article II, Rights of the District, or any other rights of the District not expressly limited by the terms of this Agreement; and

(c) Such other exclusions, as may be included within this Agreement.

## **Section 3 - Informal Complaint**

Prior to filing a formal complaint pursuant to Section 4, the CDC Teacher shall initially discuss the complaint and the remedy sought in person with the Director within ten (10) working days after the circumstance or action giving rise to the complaint was discovered or reasonably could have been discovered. The parties will informally discuss the complaint and make an earnest and good-faith effort to resolve it.

## **Section 4 - Formal Complaint**

(a) If the complaint is not resolved at the Section 3 meeting, the CDC Teacher(s) who desires to proceed further with the complaint shall file the complaint in writing with the Director within ten (10) working days after the Section 3 meeting. The complaint shall fully state the facts surrounding the complaint and shall specify the provision or provisions of this Agreement alleged to have been violated or the Policy of the District alleged to have been violated and the remedy sought. The complaint shall be signed and dated by the CDC Teacher(s) and shall include a statement that the Section 3 efforts were not successful in resolving the complaint.

(b) Upon receipt of the complaint, the Director shall promptly forward two (2) copies of the complaint to the Director of Human Resources, who shall in turn promptly forward one (1) copy to the President of the Federation. The Director will promptly schedule a meeting with the CDC Teacher to review and discuss the complaint. Such meeting will be scheduled to take place no later than five (5) working days from the date the written complaint is received by the Director.

(c) The Director will provide the CDC Teacher with a written reply to the complaint, either hand delivered or by certified mail within ten (10) working days following the date of the meeting. Such reply will terminate this Section 4 procedure.

## **Section 5 - Mediation**

Any complaint that is not resolved through the procedures set forth in Sections 3 and 4 may be pursued within ten (10) working days of the Section 4 response of the Director/Dean by the CDC Teacher or the Director/Dean in accordance with the following procedure:

(a) The CDC Teacher or Director/Dean shall notify the President of the Federation and the Director of Human Resources in writing of the referral of the dispute to Mediation. Copies of the complaint and reply shall accompany such notification.

(b) (1) The President of the Federation and the Director of Human Resources, or designee(s), shall meet promptly (within five (5) working days) to agree upon the selection of a Mediator from a pre-determined list of qualified persons. The complainant(s) and the Dean must agree on the selection and the person selected must agree to serve as Mediator in the dispute.

(2) If the President of the Federation and the Director of Human Resources cannot agree on a Mediator, each will select at least three (3) names from the pre-determined list and will place the names in a vessel and will draw the names one by one, with the first name drawn being the first to solicit for the assignment, subject to the concurrence of the complainant(s) and the Director, and sequentially in the order drawn.

(3) The selected and agreed-upon Mediator will promptly (within five (5) working days after the appointment) set the time and place of mediation in writing to the complainant(s) and the Director with copies to the President of the Federation and the Director of Human Resources.

(4) If the Mediator desires another mediator to participate as a team in the Mediation, the Mediator will select such person from the pre-determined list. The President of the Federation, the Director of Human Resources, and the parties to the dispute shall approve such selection. The first appointed Mediator should retain the administrative responsibilities for the Mediation.

(c) The parties shall make a good-faith effort to resolve the issues identified in the complaint through the use of the Mediator who will assist the parties in their efforts to achieve a mutually satisfactory resolution of the complaint. The Mediator shall not issue any public statement of fact or opinion concerning the issues or positions under discussion. Similarly, in no instance shall the form or matter of these discussions, including settlement statements, positions, offers, or proposals made during the mediation process be revealed publicly by the parties nor referred to or introduced in any subsequent proceedings except with the written permission of the parties directly involved.

(d) The mediation conference shall be informal in nature. There shall be no formal rules of evidence. No transcript of the conference, written or verbal, shall be made. Any additional ground rules the parties shall agree upon pertaining to the conduct of the conference. The Mediator shall attempt to assure that the parties reveal all pertinent and relevant facts, considerations, and concerns. The Mediator shall have the authority to meet with the parties separately and in confidence (caucus), but will have no authority to compel a resolution of the complaint. Any of the parties may request the attendance of one other person of his/her choice in order to provide assistance or support for that party; however, only those parties directly involved in the complaint may participate as spokespersons during the mediation conference. The parties may also call witnesses in order to clarify the facts involved in the dispute.

(e) If a satisfactory resolution of the complaint is achieved during the mediation conference, the parties shall sign a written statement to that effect and thus waive the right of the parties to any further appeal of the complaint, unless the terms and conditions of the agreement

are not adhered to. The Mediator shall provide a copy to the District and the Federation, each of which shall then have ten (10) working days in which to file a response regarding whether the written agreement resolving the complaint is unreasonable or inconsistent with the terms of the Agreement or Policy of the District. Such response, if any, will be considered during the follow-up phase of the mediation process pursuant to subsection (g) of this Section.

(f) If a resolution is not achieved during the mediation conference, the Mediator shall provide the parties a non-binding opinion regarding potentially workable resolution alternatives. Such opinions are of advisory, non-precedential nature only. Confidentiality provisions contained in subsection (c) of this Section shall apply to such opinions.

(g) The Mediator shall be responsible for sending to all parties directly involved in the complaint, as well as to the District and Federation, a copy of the written agreement resolving the complaint; or, if there is no resolution, a written statement to that effect. Any written response(s) from the District or the Federation shall be sent directly to the Mediator. The Mediator shall then convene a mediation conference within ten (10) working days of receipt of any response(s) in order that the parties to the complaint and the Mediator may discuss what, if any, revisions may be incorporated into the agreement as written that would address the concerns identified in the District and/or Federation response(s).

(h) The Mediator may terminate the proceedings under this Section at any time if neither the interests of the parties nor the integrity of the process are served by continuing.

(i) No later than thirty (30) days following the concluding mediation conference, the Mediator shall contact the parties to the complaint to assess the status of their dispute, compliance with any written agreement, and assess the possible need for an additional mediation conference or an extension of time for further follow-up monitoring by the Mediator.

(j) The Mediator shall maintain a complete written confidential record of all discussions and communications occurring before and during the conference, and including follow-up, that transpired as they relate to the implementation of this Section.

(k) For complaints involving alleged violation or misapplication of the Policy of the District and complaints pursuant to Section 15 of this Article, the process shall conclude at this point.

(l) The Director of Human Resources shall from time to time designate a classified employee of the District to provide secretarial assistance to the Mediator in making arrangements and in preparing and forwarding any notices of the documents required. The President of the Federation and the Director of Human Resources shall agree on such forms as may be needed to facilitate the mediation process.

### **Section 6 - Grievance**

If the complaint is not resolved per Section 5 of this Article, the complainant may, within ten (10) working days, appeal any complaint as a grievance by filing a written statement of appeal with the President of the Federation and the Director of Human Resources. This statement, together with a copy of the written complaint and the Director's written reply, shall begin the grievance process. The appropriate Vice President shall schedule a meeting within ten (10) working days of the receipt of the written appeal in order to resolve the grievance. Within ten (10) working days following that meeting, the Vice President shall send a written statement of decision on the appeal to both the CDC Teacher and the Federation.

### **Section 7 - Timely Statement**

If a complaint or grievance is not processed by the CDC Teacher in accordance with the time limits set forth in the Article, the complaint or grievance shall be considered settled on the basis of the decision made per Section 4 (complaint) or Section 6 (grievance). If the District fails to respond to the complaint or grievance within the time limits set forth in this Article, the



complaint or grievance shall be considered settled on the assumption that the remedy being sought by the CDC Teacher is acceptable to the District. The time limits specified in the Article are intended to be maximum limits and every effort should be made to expedite the settlement process. However, the time limits set forth in the Article may be extended by written mutual agreement between the District and the CDC Teacher or the District and the Federation, as the case may be, provided that the time limits shall be extended if any party to the complaint or grievance is incapacitated by virtue of causes beyond that party's control. Time limits will be tolled during non-instructional periods. The participants in a meeting or conference may agree in writing to adjourning and convening at a more convenient time and date.

### **Section 8 - Federation Assistance**

The CDC Teacher shall be entitled to Federation assistance per Section 3 and 4 and 5, and Federation representation per Section 6. If the CDC Teacher desires such assistance or representation, the Federation shall inform the Director, Mediator, or Vice President, as the case may be, of the person selected by the CDC Teacher in order that the meeting or conference can be scheduled so as not to conflict with assigned duties. Similarly, the District may invite an additional management employee to be present at all meetings and conferences. The District and the Federation may also designate a substitute for the person identified as the responsible District and Federation representative in this Article; however, that substitute must possess the authority to resolve the dispute.

### **Section 9 - Scheduling**

All meetings and conferences will be held during the normal business day and shall be scheduled, where possible, by the Director, Mediator, or Vice President at hours that do not conflict with the assigned duties of the CDC Teacher(s) involved. In the event that the Director, Mediator, or Vice President schedules a meeting or conference which conflicts with the assigned duties of the affected CDC Teacher(s), the CDC Teacher(s) will not suffer any loss of pay as a result of attending such meeting or conference.

### **Section 10 - Federation Complaint**

If the Federation has a complaint concerning the application of the provisions of the Agreement or Policy of the District, it shall provide written copies of such complaint to the appropriate Vice President and the Director of Human Resources within ten (10) working days from the date the Federation discovered or could have discovered the facts giving rise to the Complaint. The Federation shall comply with the requirements set forth in this Article commencing with Section 3.

### **Section 11 - Multi Party Complaint**

If a group of CDC Teachers has the same or similar complaint, one CDC Teacher may file the complaint on that CDC Teacher's own behalf as well as on the behalf of the other CDC Teachers similarly situated. The CDC Teacher who files such a class or group complaint shall first obtain the signatures of all the CDC Teachers in the class or group who thereby authorize and give their specific approval for the CDC Teacher to process the complaint on their behalf. Since all signatories shall be considered parties to the dispute and any settlement that is reached, the CDC Teacher pursuing the complaint prior to the final approval of any agreement shall consult all of the CDC Teachers.

### **Section 12 - Initial Salary Placement**

A CDC Teacher who has a complaint concerning initial placement on the salary schedule shall first discuss the issue with the Director of Human Resources, commencing with Section 3 of this

Article, within sixty (60) days from the beginning of employment, fiscal year or academic year, as the case may be.

### **Section 13 - Arbitration**

Grievances that are not resolved pursuant to this Article and which the Federation, in its sole discretion and exclusive right, desires to pursue further, shall be submitted for arbitration as provided by this Section. The Federation shall give written notice to the President of its desire to arbitrate the grievance within thirty (30) working days following receipt of the written notice per Section 6 of the Article. Failure to file such a request within these time limits shall terminate this process. The only matters that are subject to arbitration are those that constitute grievances and have been processed in accordance with the previous sections of this Article. Any matter that is excluded under Section 2 of this Article is also not subject to arbitration.

(a) The parties shall agree on an arbitrator no later than ten (10) working days following the District's receipt of the Federation's written notice desiring arbitration of the grievance. If no agreement is reached between the parties within that period, they shall jointly request that the Federal Mediation and Conciliation Service supply a panel of eleven (11) names of potential arbitrators. The parties will remove from the panel any proposed arbitrator who is not a member of the National Academy of Arbitrators. The parties shall then alternately strike names of the modified panel list until one name remains. The party who strikes the first name shall be determined by the flip of a coin.

(b) The function and purpose of the arbitrator is to resolve the disputed interpretation of the terms actually found in this Agreement. Such resolution shall be based on the disputed facts upon which the application of the provisions of this Agreement depend and considering the intent of the parties when such provisions were agreed upon. The arbitrator shall have no authority to alter, amend, add to, or subtract from the terms, conditions, or provisions of this Agreement, and shall determine only whether or not there has been a violation of such terms, conditions, or provisions as alleged in the grievance and what the appropriate remedy will be.

(c) The decision of the arbitrator as limited herein shall be final and binding upon the parties to the dispute. No decision rendered by the arbitrator shall be retroactive beyond the occurrence of the event giving rise to the grievance.

(d) All fees and expenses of the arbitration, including a reporter's transcript, if the arbitrator determines that a transcript is desirable, shall be paid equally by the parties. If the arbitrator determines that the reporter's transcript is not desirable, the party ordering the transcript shall pay the cost. Each party shall bear the expense of preparing for and presenting its own case, except that the District shall grant released time without loss of compensation to the grievant(s) and a representative of the Federation at the arbitration hearing. Hearings will be scheduled, if possible, on District premises.

### **Section 14 - Confidentiality**

All supporting documents, communications, and records dealing with the processing of a complaint, grievance, and arbitration as provided under the provisions of this Article shall be considered confidential and filed separately from the personnel file of the parties involved, and shall not be utilized in any evaluation or in providing any employment reference or recommendation without the written consent of the parties.

### **Section 15 - Prohibited Behavior**

(a) All employees of the District are expected and required to conduct themselves in a manner which is appropriate to an academic environment and are not to engage in any prohibited behavior B that is, behavior which is demeaning, offensive, intimidating, or physically threatening to any other employee in the college community.

(b) If a CDC Teacher has a complaint against another CDC Teacher or a classified employee of the District that such person has engaged in such prohibited behavior, such CDC Teacher shall discuss the matter with the appropriate Director within ten (10) working days. The Director is responsible for promptly investigating the matter and taking appropriate action concerning the matter. If the CDC Teacher is still not satisfied, they may proceed as set forth in Section 5 of this Article.

(c) If the complaint pertains to a Director or other member of management, the CDC Teacher may discuss the matter with the appropriate Vice President, and/or may file a complaint in writing with the Director of Human Resources and the President of the Federation. This complaint will invoke the Mediation process set forth in Section 5 of this Article.

(d) It is not prohibited behavior for a Director to admonish, either verbally or in writing, a CDC Teacher due to their performance (or non-performance) of duties and to warn the CDC Teacher that continuation of such conduct may result in disciplinary or other adverse action against them, so long as such statements by the Director are made in a professional manner.

(e) The District has policies respecting sexual harassment and discriminatory harassment, which policies are the exclusive procedures for allegations of such conduct. Personal complaints pursuant to this Section involve allegations of prohibited behavior that are not of such a nature as to invoke the established procedures of the sexual and/or discriminatory harassment policies.

(f) A personal complaint against Prohibited Behavior does not constitute a grievance as defined in this Article and such an allegation may not be used as the sole basis for a grievance; however, it may be cited as an aggravating factor to a grievance.

## Article XVII WORK STOPPAGE

Apart from, and in addition to, existing legal restrictions upon work stoppages, the Federation hereby agrees that neither it nor its officers or authorized agents or representatives shall incite, encourage, or participate in any strike or refusal to perform services as provided in this Agreement, or other work stoppage of any nature whatsoever, or any picketing of District premises, except for picketing that is solely informational in nature, during the life of this Agreement for any cause or dispute whatsoever or wherever located, including but not limited to disputes which are subject to the Dispute Resolution Procedures, Article XVI, disputes which are specifically not subject to the grievance and arbitration provisions of Article XVI, disputes concerning matters not mentioned in this Agreement, disputes contending that the District has committed unfair practices, and disputes with other labor organizations, persons or employers, or jurisdictional disputes. In the event of any strike or refusal to perform services as provided in this Agreement, or other work stoppage of any nature whatsoever or threat thereof, or any picketing of District premises except for picketing that is solely informational in nature, the Federation and its officers will do everything within their power to end or avert the same.

Any CDC Teacher authorizing, or engaging in, or participating in, or encouraging, or sanctioning, or recognizing or assisting in any strike, or refusal to perform services as provided by this Agreement, or any work stoppage, or other concerted interference with District operations in violation of this Article, or refusing to perform duly assigned services in violation of this Article, shall not receive compensation for any period of time during which the CDC Teacher was assigned but failed to perform the required services to the District, and any such CDC Teacher may be subject to dismissal or suspension (subject to the provisions of the Education Code), or may be subject to other disciplinary action. Such disciplinary action may

include denial of eligibility for a period not to exceed one (1) year of benefits or privileges provided by this Agreement and not otherwise required by the Education Code. Any such action shall be initiated by the District within thirty (30) days from the violation of this Article.

Article XVIII  
AGREEMENT CONDITIONS AND DURATION

**Section 1 - Sole Agreement**

This Agreement when ratified and executed by each party hereto shall constitute the sole agreement between them. Any modification or amendment of this Agreement must be made by and between the parties hereto in writing and executed by each party hereto.

**Section 2 - Negotiating Obligation**

This Agreement is intended to cover all matters relating to wages, hours, and all other terms and conditions of employment. During the term of this Agreement, neither the District nor the Federation will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

**Section 3 - District and Federation Obligations**

Neither the District nor the Federation shall be bound by any requirement that is not expressly and explicitly stated in this Agreement. Neither the District nor the Federation is bound by any policies or past practices of the District or understandings with any employee organization or council, unless such policies or past practices or undertakings are specifically stated in this Agreement.

**Section 4 - Savings Clause**

If any provision of the Agreement is or shall be at any time contrary to law, then such provision shall not be applicable, or performed, or enforced, except to the extent permitted by law. Any substitute action that is not authorized by law shall be subject to meeting and negotiating or consultation, as the case may be, with the Federation.

**Section 5 - Effective Date and Duration**

This Agreement shall become effective July 1, 2011, unless otherwise specified, and shall remain in effect through June 30, 2014 and shall continue in effect from year to year thereafter, with the provision that should either party desire to amend this Agreement, it shall provide written notice and a proposal to the other party of said desire and the nature of the amendments sought during the month of October of the year 2014. Upon completion of the public notice procedures set forth in Government Code 3547, the parties shall promptly, within ten (10) workdays, commence the meeting and negotiating process in an effort to reach agreement.

**Section 6 - Reopener Provision**

Either CDC or the District shall have the right to reopen this Agreement for amendment of the compensation schedule, Article 6, Section 1(a). The parties also agree to reopen negotiations on two subjects of CDC's choice and/or two subjects of the District's choice. Other subjects may be opened upon mutual agreement. The party requesting negotiations shall give the other party notice no later than the month of October 2012 and 2013.

It is so agreed:

EL CAMINO COLLEGE  
FEDERATION OF TEACHERS  
Local 1388, AFT, AFL/CIO

EL CAMINO COMMUNITY  
COLLEGE DISTRICT

By: \_\_\_\_\_  
Sean Donnell, Federation Representative

By: \_\_\_\_\_  
Lynn Solomita, District Representative

Ratified by the Child Development Center Teachers on January 5, 2012.

Adopted by the El Camino Board of Trustees on January 17, 2012.



## **EL CAMINO COMMUNITY COLLEGE DISTRICT**

### **CLASS TITLE: CHILD DEVELOPMENT CENTER TEACHER**

#### **BASIC FUNCTION:**

Under the direction of the Child Development Center (CDC) Director, the CDC Teacher develops and implements a comprehensive child development program that is responsive to the unique needs of the children and their families, promotes growth in all areas of development and supports feelings of competence, self-respect and internal control.

#### **REPRESENTATIVE DUTIES:**

Assume primary responsibility for curriculum development and presentation during specific hours of the day.

Maintain the environment in a safe and sanitary manner.

Provide instruction and support to assigned college students.

Supervise aides on an on-going basis to facilitate their effectiveness and growth.

Attend and participate in regular staff meetings to assure a consistent high quality child development program.

Create a warm, responsive and caring environment for children and adults.

Maintain written records related to children and the environment as required.

Work as a member of a team to insure a high standard of quality throughout the Child Development Center.

Assess children on a regular basis and use assessment data to develop individualized programs.

Perform duties of the Child Development Center Director in the absence of both the Director and the Lead Teacher.

#### **KNOWLEDGE AND ABILITIES:**

##### **KNOWLEDGE OF:**

Must have knowledge of the principles and practices of Early Childhood Development.

Know child guidance techniques and classroom management principles.

Must have the ability to cooperatively interact with others exercising tact, patience and courtesy.

Must be sensitive to and have an understanding of the cultural and ethnic diversity of students in the program.

**EDUCATION AND EXPERIENCE:**

Must possess or qualify and have applied for a California Children's Center Instructional Permit and have twenty-four (24) semester units of coursework in Early Childhood Education/Child Development and sixteen (16) semester units of coursework in General Education including at least one course in each of the following areas: Humanities, Social Sciences, Math and/or Science, and English.

**LICENSES AND OTHER REQUIREMENTS:**

Valid CPR Certificate to be renewed as required (may be completed within 30 days of employment).

**DESIRABLE OUALIFICATIONS:**

Acquisition of an Associate of Arts or Associate of Science Degree or the equivalent desirable.

One year successful teaching experience is preferred.

**WORKING CONDITIONS:**

Lift and carry up to 35 pounds.

Use of personal computer with Visual Display Terminal (VDT) screen.

Hand, wrist and finger dexterity to operate various office machines.

Interact with a diverse faculty, staff, students and parents.

May sit or stand for extended periods of time.

Move from one work area to another.

Hearing and speaking to exchange information.

Be able to visually monitor children.

Revised and agreed to as MOU: November 29, 2005



## **EL CAMINO COMMUNITY COLLEGE DISTRICT**

### **LEAD TEACHER – CHILD DEVELOPMENT CENTER**

#### **BASIC FUNCTION:**

Under the direction of the Child Development Center (CDC) Director, the Lead CDC Teacher develops and implements a comprehensive child development program that is responsive to the unique needs of the children and their families, promotes growth in all areas of development, and supports feelings of competence, self-respect and internal control. The Lead Teacher plans, implements and maintains the physical environment indoors and outdoors; supervises the teaching team; works with college practicum students; and serves as acting Center Director in the absence of the Director. Position duties are fifty (50%) percent teaching related and fifty (50%) administrative support for the Center.

#### **REPRESENTATIVE DUTIES:**

The duties of Lead Teacher may include, but are not limited to, the following:

Provide instruction to children and serve as lead for other child development center teachers.

Coordinate staff schedules and act as a liaison between staff and Director by maintaining open communication between both parties.

Perform duties of Director in his/her absence.

Assist in planning and presentation of staff training, parent meetings, and staff meetings.

Assist in the process of selecting and hiring of the student assistants.

Assist with the ordering and/or purchasing of supplies and maintains a checklist of supplies.

Conduct parent orientations.

Inspect the center on a regular basis and arranges for any required maintenance.

Advise staff, parents and children on a wide variety of concerns.

Maintain written records related to children and the environment as required.

Work as a member of a team to insure a high standard of quality throughout the CDC.

Assess children on a regular basis, and uses assessment data to develop individualized programs.

Perform related duties as assigned.

APPENDIX B-2

**KNOWLEDGE AND ABILITIES:**

**KNOWLEDGE OF:**

Principles and practices of Early Childhood Development.  
Childhood guidance techniques and preschool curriculum.  
Age-appropriate behaviors and expectations.  
Oral and written communication skills.

**ABILITY TO:**

Communicate with and resolve issues from staff, parents, children, students and others.  
Communicate effectively both orally and in writing.  
Establish and maintain cooperative and effective working relationships with others.  
Operate a computer and assigned office equipment.  
Interact with others using tact, patience and courtesy.  
Work independently with little direction.  
Keep up with the latest research in Early Childhood Development and interpret best practices to staff members.  
Train, motivate and evaluate student workers and volunteers.  
Be sensitive to children from diverse backgrounds.

**EDUCATION AND EXPERIENCE:**

Requirements for this permit include completion of an Associate Arts degree or 60 units with 24 Early Childhood Education/Child Development units (including core courses), six semester units in the administration and supervision of Child Development programs, and two units of adult supervision. Experience includes 350 days of three or more hours per day within 4 years, including at least 100 days of supervising adults. Alternative requirements include the completion of a Bachelors' Degree or higher, or an Administrative Services credential, and twelve or more semester units in Early Childhood Education or Child Development course work plus three-unit supervised field experience in an early childhood education setting.

The Lead Teacher must be sensitive to and understand the cultural and ethnic diversity of students in the program.

**Desirable qualifications:**

Two years of successful teaching experience including one year of supervising adults within a campus setting. Computer literacy with proficiency in basic word processing and applications software is preferred.

**LICENSES AND OTHER REQUIREMENTS:**

Child Development Site Supervisor Permit  
(Verification of application pending issuance of Permit by the State of California is acceptable.)  
Valid California Driver's License

Valid CPR and First Aid (15 hour course) Certificates

(The CPR training needs to be renewed as required. May be completed within 30 days of employment).

**WORKING CONDITIONS:**

Lift and carry up to 35 lbs.

Use of personal computer with VDT screen

Hand, wrist and finger dexterity to operate various office machines

Interact with a diverse faculty, staff, students and parents

May sit or stand for extended periods of time

Move from one work area to another

Hearing and speaking to exchange information

Be able to visually monitor children

Board Approved: October 12, 1992

Board Revised: May 20, 2002

Salary Schedule in Federation Agreement

## **Responsibilities for Mentoring Students**

1. Supervise student for 3.5 hours, 1 day per week, per person, per semester.
2. Observe and record student's interaction and presentation of weekly curriculum area.
3. Meeting with the student during a scheduled time each day to review and evaluate the day's experience and give suggestions for future curriculum plans.
4. Prepare and review both a midterm and final evaluation on a one-on-one basis with the mentored student.
5. Meet and/or discuss progress of student with campus instructors.

**EL CAMINO COMMUNITY COLLEGE DISTRICT**  
**ANNUAL AND HOURLY SALARY SCHEDULE FOR**  
**CHILD DEVELOPMENT CENTER TEACHERS**

**Effective: January 1, 2012**

<u>CLASS</u>	<u>EDUCATION</u>	<u>STEPS</u>				
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
1.	No Degree	29,891 <b>14.370</b>	30,779 <b>14.798</b>	31,703 <b>15.242</b>	32,642 <b>15.693</b>	33,630 <b>16.168</b>
2.	AA	35,707 <b>17.167</b>	36,763 <b>17.674</b>	37,883 <b>18.213</b>	39,005 <b>18.752</b>	40,190 <b>19.322</b>
3.	BA	41,522 <b>19.963</b>	42,776 <b>20.565</b>	44,061 <b>21.183</b>	45,381 <b>21.818</b>	46,730 <b>22.466</b>
4.	BA+24	47,375 <b>22.776</b>	48,790 <b>23.457</b>	50,307 <b>24.186</b>	51,804 <b>24.906</b>	53,370 <b>25.659</b>

The Lead Child Development Center Teacher will be paid \$245 a month stipend in addition to the appropriate salary on the Child Development Center Teacher Monthly Salary Schedule.

Board Approved: December 17, 2007, effective January 1, 2008

APPENDIX D