AGREEMENT

between

EL CAMINO COLLEGE DISTRICT

and

EL CAMINO COLLEGE FEDERATION OF TEACHERS

for the

CHILD DEVELOPMENT CENTER

July 1, 2003
through
June 30, 2006
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AGREEMENT

This Agreement is made and entered into this 23rd day of October 2002, 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:
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.

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.”
Article V
HOURS AND WORKING CONDITIONS

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.

Section 2 - 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 3 - 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 4 - 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, mentor the District’s practicum students (see Appendix C), 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.
Article VI
COMPENSATION

CDC Teachers shall be compensated on the basis of a monthly salary schedule set forth in Appendix D. On January 1st 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.

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.

<table>
<thead>
<tr>
<th>Beginning on Date of Disability</th>
<th></th>
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<tbody>
<tr>
<td>60 Days</td>
<td>Industrial Accident Leave or Illness Leave</td>
</tr>
<tr>
<td>100 Days</td>
<td>(1) Awarded Sick Leave for Current Year</td>
</tr>
<tr>
<td></td>
<td>(2) Accumulated Sick Leave for Prior Year(s)</td>
</tr>
<tr>
<td></td>
<td>(3) Difference Pay</td>
</tr>
</tbody>
</table>

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

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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 proration shall be based on the number of working days in the CDC Teacher’s assignment.

**Article VIII**
**INSURANCE BENEFITS**

**Section 1 - Medical Plans**
The District shall contribute the minimum payment required, in order to participate in CalPERS medical plan, toward payment of the premium of a medical plan selected by the eligible permanent CDC Teacher. The medical plan chosen by the CDC Teacher shall be one of those offered by CalPERS or other providers who contract with the District.

(a) The District shall provide as a supplemental benefit plan for each permanent CDC Teacher an amount equal to the difference between the minimum premium payment made by the District and the total cost of the medical plan selected by the CDC Teacher.

(b) The supplemental benefit plan is applicable to all eligible retirees ages 55 - 65 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 cost of the employee's health insurance premium.

(c) The CDC Teacher may elect to have his/her eligible dependents covered under the medical plan the CDC Teacher selects. If the CDC Teacher selects either of the two CalPERS PPO/indemnity plans offered by the District, the CDC Teacher shall pay thirty percent (30%) of the cost of such dependent coverage and the District shall pay the remaining seventy percent (70%) of such cost. If the CDC Teacher selects any of the CalPERS HMO plans offered by the District, the District will pay one hundred percent (100%) of the coverage.

(d) 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 two- (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 Primary Coverage.

(e) CDC Teachers may, during the CalPERS open enrollment period in the month of May each year, change plan coverage effective January 1 of each such year.

(f) CalPERS 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 continue to maintain its current 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 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 Continental Dental 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 continue to maintain its current 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 maintain its 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) 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. 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) 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 same minimum payment as specified in Section 1 of this Article 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 Effective January 1, 2002, the District will provide $20,000 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 The Part-Time CDC Teacher 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.
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

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

- New Year’s Day
- Martin Luther King, Jr. Day
- Lincoln’s Day
- Labor Day
- Veteran’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.

Article XI
EVALUATIONS

Probationary CDC Teachers shall be evaluated at least once per calendar year. Permanent CDC Teachers shall be evaluated at least once every two (2) years. 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.

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

As the CDC Teacher is a position requiring certification qualifications, the provisions of Education Code Sections 87732 through 87740, addressing grounds for dismissal and procedures for disciplinary actions, shall be applied when appropriate.

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 a 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 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 wheresoever 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, 2003, unless otherwise specified, and shall be in effect through June 30, 2006, and shall continue in effect from year to year thereafter, with the proviso 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 amendment sought at least six months prior to the expiration of the Agreement. Upon completion of the public notice requirement, the parties shall promptly within ten (10) days commence the meeting and negotiating process in an effort to reach a successor agreement.

**Section 6 - Reopener Provision**

The District and the Federation may reopen negotiations and/or may engage in consultation during the term of this Agreement for limited purposes, upon mutual agreement. Public notice requirements shall be met prior to reopening negotiations.

It is so agreed:

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

By: ______________________________
    David Westberg, Chief Negotiator

By: ______________________________
    Toni Newman, Negotiating Team

EL CAMINO COMMUNITY COLLEGE DISTRICT

By: ______________________________
    Marcia M. Wade, Chief Negotiator

By: ______________________________
    Sandra DeMos, Negotiating Team
Ratified by the Child Development Center Teachers on October 25, 2002.

Adopted by the El Camino College Board of Trustees on December 9, 2002.

By____________________________
   Member, Board of Trustees

By____________________________
   President, El Camino College