

Tentative Agreement
Between the Rio Hondo College Faculty Association (RHCFA)
and the Rio Hondo College Community College District (District)
November 9, 2018

This agreement represents settlement of the 2019-2022 collective bargaining agreement (Agreement) between the RHCFA and the District. Except as modified below, the District and RHCFA agree to maintain their current collective bargaining agreement. Modifications will become effective on July 1, 2019 upon ratification by a vote of the RHCFA membership and the Board of Trustees of the District. Each party will notify the other in writing (via written or electronic communication) within 48 hours upon action to ratify this agreement.

1. Salary

- a. Commencing July 1, 2019, the salary schedule shall be increased by funded COLA plus 1.0%.
- b. Commencing July 1, 2020, the salary schedule shall be increased by funded COLA plus 1.0%.
- c. Commencing July 1, 2021, the salary schedule shall be increased by funded COLA plus 1.0%.
- d. Articles 3.2.14.3 and 3.2.14.4 shall be removed from the Agreement.

2. Term of Contract

- a. Article 25 shall be amended as follows:
This Agreement shall remain in full force and effect from July 1, ~~2016~~ 2019 up to midnight June 30, ~~2019~~ 2022.

3. Calendar

- a. The attached 2019-2020 calendar will be adopted. The District and RHCFA will mutually agree to the 2020-2021 and 2021-2022 calendars.

4. Seniority Rights for Part-Time Faculty

- a. The parties acknowledge that Article 26 (seniority rights for part-time faculty) has been incorporated into the collective bargaining agreement.
- b. Article 26.2.1.4 shall be added as follows:
If the part-time unit member has not been evaluated twice, then the unit member shall be placed on the seniority list and will be evaluated at the next opportunity.

5. Health Benefits for Part-Time Faculty

- a. Article 4.11 shall be amended as follows:
The District shall contribute ~~\$55,000~~ \$65,000 per fiscal year to reimburse part-time unit members for health, dental, and vision insurance and services as specified herein.
- b. The first sentence of Article 4.11.2 shall be amended as follows:
Up to ~~\$35,000~~ \$45,000 shall be allocated for health insurance premium contributions.

6. Benefits

- a. Article 8.13 shall be titled "Parental Leave" and added to the contract as follows:
Unit members who have exhausted all available sick leave, shall receive no less than fifty percent (50%) of their regular salary for the remaining portion of a twelve-workweek period of parental leave. Unit members shall not be provided more than one twelve-workweek period leave during any twelve-month period. Parental leave taken pursuant to this section shall run concurrently with any leave taken pursuant to Government Code Section 12945.2.

7. Evaluations

- a. Article 9.1.1 shall be replaced with the following
- 9.1.1 Authorized Evaluators
- 9.1.1.1 *Unit members shall only be evaluated by authorized evaluators. Authorized evaluators can include a division dean, an immediate administrator (if not a division dean), an appropriate dean, an appropriate vice-president of the discipline(s), and members of the peer review committee.*
- 9.1.1.2 *The District shall provide training for all authorized evaluators who perform administrative evaluation. Except in unusual circumstances, training will be completed prior to evaluations being completed. Training may also occur when there is a substantial change in the evaluation instrument or procedures. A representative of the RHCFA may be present at the trainings.*
- b. Article 9.2.7 shall be amended as follows:
*The authorized evaluator shall have the opportunity for classroom, **online**, or other appropriate visitations. At the request of the unit member, another authorized evaluator may be selected for a visitation. A visitation made in conjunction with an evaluation visitation will be arranged by the authorized evaluator at least one (1) week prior to the visit. The observation shall be of sufficient duration to provide the evaluator with adequate data with which to make an accurate and meaningful evaluation.*
- c. Article 9.5.1.6 shall be amended as follows:
*Part-time unit members shall have administrative evaluation with one administrative evaluation visitation in the first semester of employment ~~and at the discretion of the authorized evaluator in a subsequent semester.~~ Thereafter, ~~an administrative evaluation with one administrative evaluation visitation shall occur at least once every six~~ **part-time unit members shall be evaluated every three (3) semesters or at the discretion of the respective administrator. Student instructional and non-instructional surveys shall be administered by an administrator or designee each semester for all part-time unit members.***
- d. The title of Section VI of the Unit Member Evaluation Report shall be changed to "Student Services Skills (for Student Services Unit Members Only)"

8. Class Size

- a. Article 7.0 shall be replaced with the following:
~~The number of students enrolled and attending any class (class size) Class size shall be subject to the limitations inherent in the nature of the class, the size of the room, the number of available student stations and available equipment, the safety of students, and the educational mode of instruction in accordance with the following provisions effective September 1, 1981.~~
- b. Article 7.1 shall be replaced with the following:
The Class Size List shall reside in the Office of Instructional Operations.
- c. Article 7.2 shall be replaced with the following:
Class size limits for new classes shall be the same as those for similar existing classes unless modified in accordance with Article 7.3.
- d. Article 7.5 shall be replaced with the following:
*The District reserves the right to cancel any classes. **Conformance to class size limits shall be determined no later than the end of first census week of each term.** Upon request of the unit member, the District shall provide the unit member with a written rationale for canceling the class. The rationale shall not be subject to the Grievance Procedure except as such rationale may violate other sections of this Agreement.*

9. Project Assignments

- a. The Association and District will mutually agree to revisions to Appendix I which lists DAP and SAP positions.
- b. Article 5.5.5.4 shall be added as follows:
The provisions in this article relating to DAPs and SAPs shall apply regardless of the funding source for the position (e.g., general funds, categorical funds, grants funds, or others).
- c. Article 5.5.5.5 shall be added as follows:
The District shall notify the RHCFA in writing of its intention to open a DAP position. The position announcement shall be posted for one week by April 1 of each year. A selection committee shall be comprised of four administrators (President, Vice President of Academic Affairs, Vice President of Student Services, Vice President of Finance and Business or their administrative designees) and one faculty member appointed by the Association who is knowledgeable about the duties and responsibilities of the position. The District may invite additional faculty members to serve on the selection committee, with the consent of the Association. The District retains the right to alter a DAP position based upon the changing needs for the position. The amount of reassigned time for a position may be changed by the District as needed. The length of reassigned time positions shall be for two years, but may be modified by the District as needed.
- d. Article 5.5.5.6 shall be added as follows:
The Curriculum Chairperson and the Online Education Coordinator shall be selected by the members of their respective committees, and not through the process outlined in Article 5.5.5.5.

10. Student Services Contact Hours

- a. Article 5.5.3 shall be replaced with the following:

Coordinator, Student Health Center coordinator, Psychologist, Transfer Center counselor/coordinator, First Year Success Center counselor/coordinator, Foster Youth counselor/coordinator, Career Center counselor/coordinator, Veterans counselor/coordinator, Outreach counselor/coordinator, and Psychologist/coordinator shall maintain a schedule, subject to approval of the District, consisting of forty-three, point seventy-five (43.75) hours per week of which no more than thirty-five (35) hours shall be desk/student contact hours. Unit members referenced in 5.5.3 shall perform those tasks related to their assignments in addition to selected tasks as enumerated in Article 5.3. If a unit member referenced in 5.5.3 is assigned a teaching assignment during the academic year, his/her forty-three, point seventy-five (43.75) hour week shall be reduced proportionally. Non-teaching full-time faculty positions not included in this section shall be added after the position has been approved.

11. Rights of the Association

- a. Articles 5.13 and 16.2.19 shall be removed from the Agreement with the remaining provisions of the article being renumbered.

- b. Article 9.1.12 shall be replaced with the following:

~~*For the term of this agreement, the District will provide 40% reassigned time to*~~ **A unit member ~~who will~~ shall** serve as a facilitator for unit members being evaluated. The facilitator shall receive from Human Resources a list of unit members to be evaluated, provide training for peer review evaluators and unit members, monitor the process, ensure timelines are met, and verify completion of peer review. A unit member shall not be a facilitator while on sabbatical leave.

- c. Article 15 shall be replaced with the following:

15.1 Representation

15.1.1 The Association shall have the right to represent unit members in their employment relations with the District.

15.1.2 An Association representative shall have the right of access to areas in which unit members' work, so long as the Association representative does not interfere with classroom instruction, scheduled office hours, or other assigned duties. Any Association representative shall have the right to talk to unit members during work breaks, meal breaks, or before and after work hours.

15.1.3 The Association shall be permitted the use of District building facilities and shall be subject to the same regulations governing other organizations specified in the District policy on use of facilities.

15.1.4 The Association shall be allowed to rent office space from the District at terms and conditions that are mutually acceptable to the parties.

15.1.5 The District agrees to furnish readily available information relevant to the scope of representation upon request. The

District will provide the Association with a copy of the proposed Tentative, and Adopted Budgets as soon as available for distribution. The District will provide two (2) copies of the agenda for meetings of the Board of Trustees plus all supportive non-confidential information.

15.1.6 Names and job titles of all unit members shall be provided to the Association as soon as possible following the beginning of each academic year. Home addresses and home telephone numbers of all unit members shall be provided to the Association unless the unit member requests that such information not be released.

15.1.7 Upon request by a unit member, the District shall provide one (1) copy of this Agreement in printed form.

15.2 Membership

15.2.1 Any unit member who is a member of the RHCFA/CTA-NEA or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Such authorization shall continue in effect from year to year unless revoked in writing.

15.2.2 With respect to all sums deducted by the District pursuant to Section 15.2.1 for membership dues, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. There shall be no charge to the Association for such deductions.

15.2.3 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

15.2.4 The Association agrees that it will indemnify and hold harmless the District from attorney's fees, costs, charges, fees, awards and damages arising out of any matter commenced against the District due to compliance by the District with its obligations under this article. The District agrees that in consideration of the Association's obligation hereunder the District will notify the Association in writing of any matter within thirty (30) days of service thereof upon the District. The District and the Association shall both fully cooperate with each other on any matter commenced against the District. The Association may, at

its discretion, determine whether to defend, settle in whole or in part, or appeal the matter. In the event the Association makes a determination to settle or not to appeal, its liability under this section shall be limited to costs, fees, charges, awards, judgments, and/or settlements to that date. If the District continues to participate in the matter, it shall be at its own expense for further monetary obligations.

15.3 Communications

15.3.1 The Association may use bulletin boards designated for their use by the District Superintendent/President or his/her designee. Prior to posting, a copy of the communication shall be furnished to the Superintendent/President or his/her designated representative. All items to be posted by the Association shall bear the date of posting and the name and authorization of the Association and shall be removed by the Association when applicability ceases. Communications authorized by the Association for general distribution through the District mail service shall bear the date of the communication and the name of the Association as being responsible for the writing and distribution of the communication. A copy of any communication for general distribution proposed to be sent through college means of distribution shall be furnished to the Superintendent/President or his/her designated representative.

15.4 Payroll Deductions

15.4.1 Upon written authorization from a unit member who is a regular or contract employee on a greater than 67% or more basis, the District shall deduct from the salary of such unit member and make appropriate remittance for the following: tax shelter annuities, credit union deduction, savings bonds, charities, and other health and welfare benefits from the District approved list of benefits or any other health and welfare plans mutually approved by the District and the Association. In addition, upon written authorization from a unit member, the District shall deduct from District contributions for tax sheltered annuities, other health and welfare benefits from the District approved list of benefits, or any other health and welfare plans mutually approved by the District and the Association.

15.4.2 Upon written authorization from a part-time unit member, the District shall deduct from the salary of such unit member and make proper remittance for the following: tax shelter annuities, credit union deduction, savings bonds, and charities.

15.5 Reassigned Time

15.5.1 Upon timely written notification from the Association, the District shall provide paid reassigned time for the Association President. Said reassigned time shall be provided in not less than semester increments but may be provided for less than 100%. The Association shall pay full reimbursement to the District, in a timely manner, for said reassigned time.

15.5.2 The District shall provide ninety-five percent (95%) reassigned time, which may be allocated at the discretion of the Association, with the expectation that forty percent (40%) will be allocated for the facilitation of the peer review process and twenty percent (20%) will be allocated for a Grievance Chair. The Association President shall notify Human Resources how the reassigned time will be allocated at least one month prior to the beginning of each semester.

15.6 Post-Employment Benefits Funding

15.6.1 The District has established accounts to fund post-employment benefit obligation, to be calculated in a manner specified by Government Accounting Standards Board statement 43 and 45. The District shall provide account statements to RHCFA on a quarterly basis which show account balances, deposits, and withdraws. A unit member appointed by the RHCFA shall serve as a member of the Board of Authority of the Futuris Public Entity Trust established by the District on May 16th, 2007 for post-employment benefits.

15.7 Other Rights

15.7.1 Administrators shall not be assigned unit responsibilities (e.g., classes or counseling) except under the following conditions: (1) The District has made a good-faith effort to keep a pool of qualified part-time faculty in the area; (2) The District has offered the position to all qualified full-time and part-time unit members; and (3) The District has consulted with the Association. Any administrative assignment shall be limited to one term, unless the above conditions are again met.

15.7.2 The District shall give contact information for the Association to newly-hired unit members at the time of hiring. The District shall provide the Association with non-confidential contact information within ten (10) days of hiring. The District shall notify the Association of scheduled orientation sessions and allow the Association access to address newly-hired unit members.

12. Other Issues

a. Article 3.3.1 shall be replaced with the following:

If academic attire for student graduation exercises is required by the District, the District shall provide such attire at no cost to both full-time and part-time unit members.

- b. Article 5.15 shall be replaced with the following:
The District shall provide stipends for all first-year, full-time, tenure-track faculty for one term to participate in a new faculty orientation program developed by the RHCFA. Two faculty facilitators designated by the RHCFA shall receive a stipend as well. All stipends shall be paid at the equivalent of a 5% overload rate. In the future, the District may request to jointly develop a new faculty orientation program with the Association.
- c. The Association and District shall develop committees comprised of three unit members and three administrators to meet and make recommendations on the following issues: (1) Office hours for part-time faculty; (2) "Seat time" for DAP and SAP positions; (3) Additional office hours for full-time faculty; and (4) Clarifying language for health benefits for part-time faculty.
- d. The word "teaching" shall be removed from Articles 5.6.1 and 5.6.4.
- e. Article 24.3 shall be removed from the Agreement and the remaining sections of the article shall be renumbered.

For the RHCFA

For the District

Signed November 9, 2018