

DOCUMENT RESUME

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JC 910 539

TITLE Agreement between Board of Trustees, West Kern Community College District and Taft College Faculty Association, 1989-1990.

INSTITUTION West Kern Community Coll. District, Taft, CA.

PUB DATE 89

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ABSTRACT

The collective bargaining agreement between the West Kern Community College District Board of Trustees and the Taft College Faculty Association/California Teachers Association/National Education Association is presented. This contract, covering the period from July 1, 1989 through June 30, 1990, deals with the following topics: bargaining agent recognition; professional dues or fees and payroll deductions; leaves of absence; workload obligation; compensation, including fringe benefits, schedule classification and placement, and certificated salaries; certificated employer-employee relations committee; completion of meet and negotiation; term and renegotiation; no strike clause; savings provisions; and contract resolution. Salary schedules, information on optional retirement/reduced workloan plan, and provisions related to the petroleum technology prog. am are included. (PAA)

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ED 338316

AGREEMENT

BETWEEN

BOARD OF TRUSTEES

WEST KERN COMMUNITY COLLEGE DISTRICT

AND

TAFT COLLEGE FACULTY ASSOCIATION

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Ratified 10/5/89

Effective 7/1/89

Terminating 6/30/90

Taft, California

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JC 910 539



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ARTICLE 1: AGREEMENT

1.1 The Articles and provisions contained herein
1 constitute a bilateral and binding agreement
2 ("Agreement") by and between the Board of Trustees of
3 the West Kern Community College District ("District")
4 and the Taft College Faculty Association, CTA/NEA
5 ("Association").

6 1.2 This Agreement is entered into pursuant to Chapter
7 10.7, Sections 3540-3549.3 of the Government Code
8 ("Act").

9 1.3 Except as set forth herein, this Agreement shall be in
10 full force and effect upon final ratification by the
11 Board of Trustees and shall remain in full force and
12 effect until June 30, 1990.

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ARTICLE 2: RECOGNITION

- 2.1 The District recognizes the Association as the exclusive representative for that unit of employees identified by the District in its resolution dated May 5, 1976, incorporated herein by this reference and attached hereto as Appendix "A".
- 2.2 Excluded from coverage under this Agreement are all other employees of the District not included within such unit.

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ARTICLE 3: DEFINITIONS

- 3.1 "Unit member" or "faculty member" refers to any individual employee who is included in the appropriate unit as defined in Article 2 and therefore covered by the terms and provisions of this Agreement.
- 3.2 "Unit" or "faculty" refers to all employees who are included in the appropriate unit as defined in Article 2 and therefore covered by terms and provisions of this Agreement.
- 3.3 "District" means the West Kern Community College Board of Trustees, the Superintendent/President of the West Kern Community College or his designee.



1 ARTICLE 4: PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

2 4.1 Any faculty member who is a member of the Association,
3 or who has applied for membership may sign and deliver
4 to the District an assignment authorizing deduction of
5 unified Chapter/CTA/NEA dues or assessments in the
6 Association. Such authorization shall continue in
7 effect from year to year unless revoked in writing by
8 the unit member. Pursuant to such authorization, the
9 District shall deduct one tenth such dues from the
10 regular salary check of the faculty member each month
11 for ten months. Deductions for faculty members who
12 sign such authorization after the commencement of the
13 academic year shall be appropriately pro-rated to
14 complete payments by the end of the period for which
15 he/she is contractually employed during the current
16 academic year.

17 4.2 With respect to all sums deducted by the District
18 pursuant to authorization of the unit member for
19 membership dues or assessments, the District agrees
20 promptly to remit monthly, within a reasonable time
21 following the date of deduction of the faculty
22 member's pay warrant, such monies to the Association's
23 designee, accompanied by an alphabetical list of
24 faculty members for whom such deductions have been
25 made which indicates the amount deducted for each such
26 faculty member.

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4.3 The Association agrees to furnish any information necessary for the District to fulfill the provisions of this Article.

4.4 Upon appropriate written authorization from the faculty member, the District shall deduct from the salary of any faculty member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the District.

ARTICLE 5: LEAVES OF ABSENCE

1
2 **5.1 General Provisions**

3 5.1.1 Unit members on a paid leave of absence,
4 unless otherwise provided herein, shall
5 receive wages, fringe benefit coverage, and
6 retirement credit, the same as if they were
7 not on leave. Those who go on an unpaid leave
8 during any pay period shall receive their
9 fringe benefit (health and welfare) coverage
10 for the balance of that pay period.
11 Thereafter, except as provided in Article 5.11
12 Personal Leave, they shall be allowed to
13 remain on continued coverage pursuant to the
14 terms of the insurance plan at their own
15 expense, provided they make advance payment of
16 the premium in a manner required by the
17 District.

18 5.1.2 Part-time contract or regular unit members
19 shall be entitled to leaves of absence equal
20 to that portion of the leave as their contract
21 relates to that of a full-time contract or
22 regular unit member.

23 5.1.3 "Member(s) of the immediate family" as used in
24 this Article shall mean spouse and parents,
25 step-parents, foster parents, legal guardians,
26 children, foster children, step children,
27 grandparents, grandchildren, sons and
28 daughters-in-law, brothers or sisters of the

1 unit member or of the unit member's spouse, or
2 any person living in the immediate household
3 of the unit member. Under special
4 circumstances persons not specifically
5 enumerated above may, upon approval by the
6 CEER committee, be included under this
7 definition for purposes of utilizing
8 applicable leave provisions of this Agreement.

9 5.1.4 A unit member returning from absence must
10 contact the appropriate Dean sufficiently in
11 advance of his/her return to allow for any
12 necessary assignment modifications. Unit
13 members who do not comply herewith shall not
14 be permitted to return to duty and shall be
15 charged with one (1) additional day of
16 absence.

17 5.1.5 It is agreed that a unit member who is absent
18 from work other than for those days as
19 authorized by State Law or authorized leave
20 provisions of this Agreement is taking an
21 unauthorized absence. The District will
22 deduct a salary amount equal to the ratio of
23 days absent to the days of required annual
24 service for unauthorized absences. Any unit
25 member who is absent from work without leave,
26 or who fails to return to work as scheduled,
27 shall be subject to disciplinary action.
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5.2 Sick Leave

5.2.1 Full-time contract and regular unit members shall earn and be credited with one (1) day of Sick Leave at full pay for each contractual month of employment.

5.2.2 Sick Leave will be individually credited as of the first scheduled contractual day of each unit member's contract year.

5.2.3 Unused Sick Leave shall be accrued from one year to the next.

5.2.4 Sick Leave utilization except as otherwise provided herein shall be for physical and mental disability absences which make continued employment impractical.

5.2.5 The District may require at its discretion a statement of verification from a physician verifying the cause and condition of the illness.

5.2.6 The District may also require at its discretion that a unit member visit a physician at District expense to obtain a statement of verification relative to the unit member's ability to fulfill his/her responsibilities in a safe, healthful and satisfactory manner.



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5.2.7 Unit members may elect to use up to ten (10) days per year of credited Sick Leave for purposes of illness of members of the immediate family.

5.2.8 Evening division faculty shall earn and be credited with Sick Leave on a per assignment basis. Such faculty shall be credited with an amount of Sick Leave in hourly units equal to the number of hours their assigned class meets in one (1) full week of a semester. Evening division assignments of less than a full semester shall earn a prorated Sick Leave credit. An Evening division faculty member may accumulate up to that amount of Sick Leave which was earned in his/her preceding Evening division assignment providing there has not been a break of more than one (1) year between Evening division assignments.

5.2.9 Summer session faculty shall earn and be credited with one (1) day of Sick Leave for each three (3) weeks of summer session employment. Summer session Sick Leave shall not cumulative.

5.2.10 The total days of Sick Leave accrued by each faculty member prior to the enactment of this agreement shall remain in effect.



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5.3 Extended Sick Leave

5.3.1 One hundred (100) days will be provided for this purpose which shall be exclusive of the current year's Sick Leave credit (5.2.1) and any accrued Sick Leave (5.2.3). Extended Sick Leave shall apply as follows:

5.3.1.1 After all earned Sick Leave at full pay as provided in 5.2 has been used and additional absence due to illness or injury is necessary the unit member shall be compensated for up to 100 days of extended Sick Leave at fifty (50) percent of his/her regular rate of pay.

5.4 Personal Necessity Leave

5.4.1 Unit members may elect to use not more than six (6) days per year of unused Sick Leave for purposes of approved Personal Necessity Leave.

5.4.2 Personal Necessity Leave may be utilized by a unit member who has sufficient Sick Leave credit from the entitlements of Article 5.2.1 and 5.2.3. Such utilization shall be limited to circumstances that are serious in nature, which cannot be expected to be disregarded, and which necessitate immediate attention and which cannot be dealt with during off-duty hours.

1 5.4.3 Personal Necessity Leave will normally
2 (interpreted as "when possible") be requested
3 through, and approved by, the District in
4 advance of utilization.

5 **5.5 Bereavement Leave**

6 5.5.1 A unit member shall be eligible for a
7 temporary Leave of Absence for the death of
8 any member of the immediate family, without
9 loss of salary. This Leave will be for no
10 longer than three (3) consecutive days, except
11 that if out-of-state travel is required, five
12 (5) consecutive days will be authorized; and
13 if in-state travel in excess of 200 miles (one
14 way) is required, four (4) consecutive days
15 will be authorized.

16 5.5.2 Leave provided in this section will not be
17 deducted from Sick Leave.

18 5.5.3 Additional days of absence beyond those
19 described herein may be provided under the
20 terms of the Personal Necessity Leave.

21 5.5.4 Normally, use of this Leave shall commence
22 within seven (7) calendar days from the date
23 of the death of the family member and days
24 used shall be taken consecutively, unless
25 authorization is obtained from the District.

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5.6 Judicial and Official Appearance Leave

5.6.1 Judicial and Official Appearance Leave shall be granted for purposes of regularly called jury duty, appearance as a witness in court other than a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the initiation, connivance or misconduct of the unit member.

5.6.2 Jury Duty

5.6.2.1 A Leave of Absence without loss of salary shall be granted to a unit member who is officially called for jury duty. Juror's fees, inclusive of mileage, received by the unit member shall be retained by the unit member.

5.6.3 Court Appearance

For any necessary court or agency appearances, the unit member may utilize Personal Necessity Leave. However, if any court or agency appearance is required of a unit member by the District, it shall be made without loss of pay and without charge to any other accrued leave benefits.



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5.6.4 Dismissal Hearings

A unit member, not under suspension, for whom a dismissal hearing is being held will be fully compensated at his/her regular rate for any absence(s) from regular duties while attending said hearing.

5.7 Maternity Leave

A Maternity Leave is a leave of absence granted to a female unit member during the period of time she must absent herself from her duties as a result of pregnancy or convalescence following child birth or miscarriage. Accumulated Sick Leave and Extended Sick Leave shall be utilized during the period of absence, provided the dates of required absence are certified by her physician.

5.8 Child Rearing Leave

A leave of absence for a maximum of one year (two semesters) shall be granted upon request without pay to a unit member for the purposes of raising his/her child, so long as the child is under five years of age. An exception to this age limit would be considered if the unit member adopts an older child who needs full-time care.



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5.9 Military Leave

A faculty member shall be granted military leave as required by the California Education Code and the California Military and Veterans' Code.

5.10 Sabbatical Leave

5.10.1 A unit member with five (5) consecutive years of full-time certificated service in the District may be granted a Sabbatical Leave for a period of not less than one (1) semester nor more than two (2) semesters.

5.10.2 Compensation during the period of approved Leave will be fifty (50%) percent for a full year or one hundred (100%) percent for one (1) semester.

5.11 Personal Leave

5.11.1 A permanent certificated employee may be granted a Leave of Absence. If granted, the Leave will be without compensation and shall normally be for a period not to exceed two (2) semesters. Exception to the length of the Leave may be granted.

5.11.2 The District may approve continuation of fringe benefit coverage as provided herein during the period of an approved Personal Leave should it be determined that the purpose of such Leave is in the best interest of the institution.



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5.12 Association Leave

The Association shall be provided with 10 days of paid leave for purposes of conducting Association business. The Association agrees to provide class coverage or to pay the cost of a substitute if a substitute must be utilized. The Association President shall designate in writing to the Dean of Instruction at least five (5) days in advance of the requested leave date the Association representative(s) who is(are) utilizing the leave and the date(s) thereof along with the proposed class coverage arrangements. Unless such class coverage arrangements are approved by the Dean of Instruction, a substitute will be utilized and compensated as provided herein.



ARTICLE 6: WORKLOAD OBLIGATION

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2 6.1 The teaching load per academic year shall not be less
3 than the equivalent of thirty (30) equated semester
4 hours of instruction nor more than thirty-two (32)
5 equated semester hours of instruction. A faculty
6 member shall not receive any reduction in compensation
7 as a result of any imbalanced or unfilled annual
8 teaching load. Other duties may be assigned to equal
9 a full-time load in the event of an unfilled annual
10 teaching load.

11 6.2 Lecture hours and laboratory hours will be as defined
12 in the course lists.

13 A laboratory hour, for purposes of workload
14 calculation, will be equivalent to seventy percent
15 (70%) of a lecture hour and seventy-five percent (75%)
16 of a lecture hour for concurrent labs.

17 6.3 The normal workday for Librarians, Media Center
18 Faculty and Counselors will average seven (7) clock
19 hours exclusive of a lunch period in a work week. The
20 normal workday of instructors on non-instructional
21 days will be not less than seven (7) hours exclusive
22 of a lunch period.

23 6.4 Unit members who are full-time instructors shall be on
24 campus and responsible for instructional and other
25 assigned duties for not less than one hundred
26 seventy-five (175) days. Other full-time unit members

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shall be on campus and responsible for regular and other assigned duties for not less than one hundred seventy-five (175) days.

6.5 Other assigned duties of unit members shall include program development, professional growth activities, committee assignments, meetings, student registration and recruitment activities and other professional assignments related to the educational program.

5.6 Faculty who are appointed and accept appointment to assume, in addition to their normal workloads, extra-duty assignments shall receive additional monetary compensation in accordance with the applicable provisions of this agreement.

6.7 The District shall post in an appropriate area and distribute to Division Chairpersons notices to inform unit members of teaching assignments which may become available in any facet of the instructional program. Interested unit members may apply for such assignments and if appointed shall be compensated in accordance with the terms and provisions of this agreement.

6.8 Teaching faculty will schedule and be present for one (1) office hour for each day classes are in session. Faculty shall develop their own office hour schedules so as to be convenient to both the needs and schedules of their students, and their own teaching schedules. An office hour shall not be less than sixty (60) clock



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minutes. Office hours shall be posted at the entrance to the faculty member's office and filed with the Dean of Instruction at the start of each semester.

6.9 A faculty member supervising two or more labs concurrently may at the discretion of the District, be credited with a full equated semester hour of instruction per 50-minute period.



ARTICLE 7: COMPENSATION

7.1 Fringe Benefits

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7.1.1 The District shall provide monthly contributions for Health and Welfare Benefits as follows: Blue Cross of Southern California, Group No. 40078B, California Dental Service, Group No. 6132; and California Vision Service, Plan C, administered by Self Insured Schools of Kern (SISK); and Provident Life & Accident Insurance, Plan F-6 plus \$1500 family coverage.

7.1.1.1 The District shall make its contributions for the above specified benefits as follows:
7.1.1.1.1 For the 1989-90 school year the District's contribution per unit member shall be up to a maximum of three hundred fifty-five dollars and ninety-one cents (\$355.91) per month for twelve months for a total of four thousand two hundred seventy dollars and ninety-two cents (\$4,270.92).

This constitutes a dollar amount contribution for the above specified benefits. The District's obligation under this paragraph is limited to the amount actually charged by the provider(s)/administrator.



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7.1.1.2 The parties agree that the monthly 1989-90 contribution maximum (\$355.91) shall constitute the District's base contribution level as of June 30, 1990, that the District is not obligated to contribute any amount in excess of the maximum for the above specified benefits and that the maximum shall remain as specified above unless that amount is modified by a subsequent agreement between the parties. Any increase in the required contribution level above the District contribution specified above shall be at the expense of participating bargaining unit member and shall be payroll deducted from each participating bargaining unit member.

7.1.1.3 Effective October 1, 1989, the existing fee-for-service medical insurance program shall be replaced by a Blue Cross Prudent Buyer Incentive Hospital and Professional Comprehensive Major Medical Benefits, Plan B (100/80). The deductibles shall be \$100/\$300.



1 Stop-loss is at \$4,000. This general
2 outline of modifications is for
3 information purposes only. The
4 specific benefits and limitations of
5 the insurance program are spelled
6 out in the insurance certificate
7 provided to each employee by the
8 medical insurance company (Blue
9 Cross).

10 7.1.2 The District shall contribute the amount paid
11 for a regular full-time employee to provide
12 health insurance coverage for a unit member
13 who has served the District for ten (10) or
14 more years at the time of regular STRS (or
15 PERS) retirement. To participate, the retiree
16 must pay any amount above the District
17 contribution. The District contribution shall
18 remain in effect until the unit member reaches
19 age sixty-five (65) or becomes eligible to
20 enroll in the Medicare program.

21 7.1.2.1 The District shall contribute the
22 premium necessary to provide the
23 Medicare Supplement health insurance
24 coverage for a unit member who has
25 served the District for twelve (12)
26 or more years at the time of regular
STRS (or PERS) retirement. To

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participate, the unit member must pay the cost of Medicare A and B. If the unit member is not eligible to enroll directly into the Medicare program at the time of retirement, the unit member, as a condition of receiving the benefit under this section, must maintain continuous health insurance coverage and eligibility pursuant to the provisions of current medical insurance policy.

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7.2 Certificated Salary Schedule Classification & Placement

7.2.1 Classification shall be based on professional training.

7.2.2 Classifications:

CLASS I BA Degree

CLASS II BA Degree + 30 units

CLASS III BA Degree + 45 units

**CLASS IV BA Degree + 60 units including
MA Degree**

**CLASS V BA Degree + 75 units including
MA Degree**

7.2.3 In moving from one class to another, the faculty member will move laterally on the schedule to the corresponding year in the new class.

7.2.4 Rules governing classification and placement of Vocational Instructors -

7.2.4.1 Persons possessing Standard Designated Subjects, Special Secondary Class A, or Community College Instructors Credentials (all issued for life to instruct in vocational subject areas) will be

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classified in Class II. After the original classification, such persons may advance on the salary schedule by acquiring additional training or units in the same manner as any other teacher in the system.

7.2.4.2 For initial placement, experience in an occupational/industrial field relevant to the teaching assignment, may be granted half credit; one step for each two (2) years of experience for persons referred to above. Experience time will be limited to six (6) steps.

7.2.5 Hurdles

A hurdle is placed at the end of the seventh (7th) year. In order to jump the hurdle within a class, the unit member must submit evidence of approved work as follows:

- (a) Completion of the 1988-89 in-service class provided by the District plus six (6) semester units of approved college level work or nine (9) units of approved college level work by step seven (7).
- (b) Additionally, hurdles are placed at the thirteenth (13th) and eighteenth (18th) steps and are subject to the provisions of 7.2.5.4.



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7.2.5.1 A satisfactory equivalent may be in the fields of travel, research, community service, work experience including college summer school teaching or In-Service training. Only in exceptional cases will this substitution fulfill all the college credit required.

(a) Travel - Only trips of outstanding educational value will be considered.

(b) Research - Includes such work as fact-finding as may be done in connection with - gathering materials for publishing professional books, articles, etc., or educational studies assigned by the superintendent.

(c) Community Service - Outstanding leadership in community affairs, which not only makes a real contribution to the community and the institution, but increases one's value as a faculty member.

(d) Work Experience - Only work experience of outstanding educational value in related fields will be considered.



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(e) In-Service Training - Approved
In-Service Training may be
accepted.

(f) Continuing Education Units -
Approved pursuant to the CEER
Committee Guidelines.

7.2.5.2 Allotment of In-Service credit or
credit for travel, etc., will be
determined by decision of the
Superintendent. Petition for
approval must be in by May of year
in which the faculty member plans to
earn the credit. Petition for
acceptance of units for summer
school or other credit must be in by
July 1 of year in which faculty
member plans to move from one group
or class to another.

(a) In evaluating private
instruction, 50 hours of
instruction and practice are
considered equivalent to one
unit.

7.2.5.3 A faculty member who finds himself
at a hurdle immediately after
entering the service of Taft College
will be allowed an additional year
to meet the hurdle. If during the



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summer the requirement is reached for movement from one class to another, provision will be made for the relinquishment of the old contract and issuance of a new contract to reflect the changed status.

7.2.5.4 Hurdle requirements are as stated in 7.2.5 If a requirement for a hurdle is met before a faculty member, by virtue of the number of years of experience, has reached that position on the schedule, credit is not given until the proper time. Excess credit cannot be carried over from one hurdle requirement period to satisfy the other hurdle requirement. It can be applied to change in class where appropriate. Six (6) semester units of approved work must be completed after reaching step thirteen (13) for placement on step eighteen (18). The only exception is that credit shall be given for the 1988-89 in-service class provided by the District if it is taken prior to the faculty member reaching step



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thirteen (13). This may be done by completion of six (6) semester units of in-service classes provided by the District or by completion of a three (3) semester unit in-service class provided by the District plus three (3) semester units of approved college level work or by completion of six (6) semester units of approved college level work.

Six (6) semester units of approved work must be completed after reaching step eighteen (18) for placement on step twenty-four (24). The only exception is that credit shall be given for the 1988-89 in-service class provided by the District if it is taken prior to the faculty member reaching step eighteen (18). This may be done by completion of six (6) semester units of in-service classes provided by the District or by completion of a three (3) semester unit in-service class provided by the District plus three (3) semesters units of approved college level work or by



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completion of six (6) semester units of approved college work.

Only course work completed after July 1, 1981, the effective date for establishment of the eighteenth (18th) and twenty-fourth (24th) steps, will be considered in meeting the requirements for the eighteen (18th) and twenty-fourth (24th) steps.

7.2.5.5 Faculty members who fail to improve themselves professionally by meeting a hurdle requirement will not receive an increment until the requirement is met.

7.2.5.6 Faculty members will be initially placed within a classification according to their maximum achievement at the time they enter the service of the West Kern Community College District. After a faculty member is initially placed within a classification, all hurdle increments must be based on university or college work, sabbatical leave, or other training taken after his/her initial employment. Advancement in



1 classification (lateral movement on
2 the salary schedule may be achieved
3 by taking the additional work
4 necessary to meet the qualifications
5 of the next higher class.)

6 **7.2.6 Persons entering system: Experience (other)**
7 than that referred to in 7.2.4) previous to
8 employment by the West Kern Community College
9 District shall be credited on the basis of
10 year for year actual experience time up to six
11 (6) steps on the salary schedule. No credit
12 for more than six (6) years of experience out
13 of the college district will be given. No
14 credit will be given for half years.

15 **7.2.6.1** A beginning faculty member holding a
16 special credential in Music,
17 Business, Art, Physical Education,
18 or a similar field may be given
19 credit for experience in his own
20 field in lieu of the regular
21 requirements when such experience
22 has been evaluated and approved.

23 **7.2.6.2** All degrees and units shall be of a
24 standard acceptable to any standard
25 California colleges or acceptable to
26 any nationally recognized technical
27 or vocational schools when the
28 training is in such special fields.

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7.2.7 Exception upward to the regular schedule may be made at the discretion of the District when supply and demand or other conditions make it advisable.

7.2.8 Prior experience or professional training:

7.2.8.1 A faculty member who claims prior experience or professional training shall be responsible for obtaining official statements and records for the District Superintendent. The District Superintendent will evaluate the statements and records. The faculty member shall substantiate all credits to be applied for salary placement purposes during the following year by providing transcripts of record to the District Superintendent.

7.2.8.2 Credit for military service will be given to those faculty members who held a valid credential prior to entering military service. Credit shall be given at the rate of one year's credit for two years of military service.



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7.3 Certificated Salaries

7.3.1 Effective July 1, 1989 the salary of contract and regular unit members will be as outlined in Appendix "B".

7.3.2 Step and column increases shall be granted July 1 for the term of this agreement.

7.4 Extra Duty Compensation

7.4.1 Extra duty compensation for unit members with compensable extra duty assignments will be as provided in Appendix "B-1".

7.4.2 The District reserves the right to compensate coaches by reducing regular assigned duties provided the load reduction dollar factor shall be not less than the stipend amount.

7.4.3 Unit members employed on an extended contract basis will receive ten percent (10%) of base pay for each additional contractual month of service (Appendix "B-2" and "B-3").

7.4.4 Unit members who are assigned in excess of thirty-two (32) equated semester hours will be compensated on the hourly rate schedule as provided in Appendix "B-1".

ARTICLE 8:

CERTIFICATED EMPLOYER-EMPLOYEE RELATIONS COMMITTEE

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2
3 8.1 There shall be a committee established of three (3)
4 members appointed by the Association President and two
5 (2) members appointed by the College President.

6 8.2 The committee will meet on a monthly basis. Scheduled
7 meetings may be cancelled by mutual agreement and
8 additional meetings may be scheduled by mutual
9 agreement.

10 8.3 The sole purpose of the committee is to maintain a
11 channel of communication between the District and the
12 Association and thus provide a forum for discussion of
13 items referred to in 8.4, 8.5, and 8.7 below.

14 8.4 The district or the Association may place on the
15 committee agenda items which directly pertain to
16 Section 3543.2 of the EERA.

17 8.5 The District agrees to place on the committee agenda
18 contemplated changes which affect the bargaining unit
19 in matters relating to wages, hours, or terms and
20 conditions of employment which shall be defined as
21 health and welfare benefits, leave and transfer
22 policies, safety conditions of employment, class size,
23 or evaluation procedures.

24 8.6 The CEER Committee will study salary schedule credit
25 and make recommendations to the Superintendent.

26 8.7 The Association may place on the committee agenda
27 alleged violations of the Articles of this Agreement.

28 8.8 The District and Association agree that it is not the
intent of this Article to change the provisions of
this Agreement.

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8.9 The Committee shall review employee requests to apply Continuing Education Units (CEU'S) toward salary hurdle or salary class changes pursuant to guidelines in effect on April 18, 1988. The CEU guidelines shall not be modified except by mutual agreement between the District and the Association.

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ARTICLE 9: COMPLETION OF MEET AND NEGOTIATION

9.1 It is understood and agreed that the specific provisions contained in this Agreement are a true and precise representation of all agreements reached by the parties during this round of meet and negotiation.

9.2 During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.



ARTICLE 10: TERM AND RENEGOTIATION

10.1 This Agreement shall remain in full force and effect up to and including June 30, 1990 and thereafter, except as modified pursuant this article, will continue in effect year-by-year provided that either of the parties may notify the other in writing no later than January 15, 1990 of proposed modifications or amendments to this Agreement. Such modification will include as much of the complete detail of the proposals as is then available and will be delivered by January 15, 1990 to the Superintendent or the Association President, as appropriate.

10.2 The District and Association representatives shall commence the Meet and Negotiate process on or before April 1, 1990 with respect to such proposal(s).

10.3 Members (not to exceed four [4]) of the Association's negotiating team shall receive reasonable released time without loss of compensation when meeting and negotiating.

10.4 Either party may use the services of outside consultants to assist in the negotiations.

ARTICLE 11: CONCERTED ACTIVITIES

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11.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

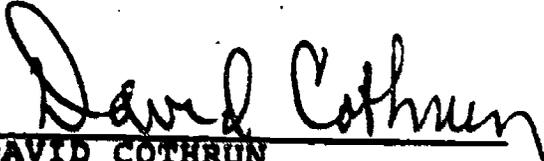
11.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

ARTICLE 12: SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

RECOMMENDED FOR RATIFICATION

For the District



DAVID COTHRUN
Superintendent/President



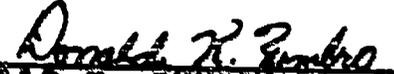
CARL B.A. LANGE III
Director of Labor Relations
Schools Legal Service



DONALD L. GREENE
Dean of Instruction

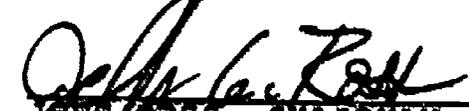


JERRY KELLY
Director of Occupational
Services



DONALD K. ZUMBRO
Dean of Student Services/
Evening College

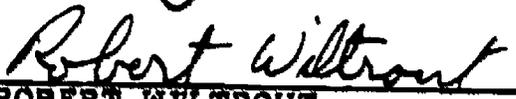
For the Exclusive
Representative



JEFF BOSS, CHAIRMAN
Bargaining Team



CRAIG JOHNSON,
Bargaining Team



ROBERT WILTROUT
Bargaining Team



JAMES WYATT
Bargaining Team

By their signatures below, the signatories certify that they are the authorized representatives of either the District or the Exclusive Representative as the contracting parties; that all actions necessary for the District or the Exclusive Representative to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law; and that this Agreement is hereby entered into without the need for further ratification and acceptance.

RATIFIED

**WEST KERN COMMUNITY COLLEGE
DISTRICT**


**LARRY F. BUTTRE, President
Board of Trustees**


**DAVID HUTCHINSON,
Secretary, Board of Trustees**

DATED: 10-14-89

**TAFT COLLEGE FACULTY
ASSOCIATION, CTA/NEA**


**JOE THOMPSON
President**

DATED: 10-13-89

RESOLUTION

WHEREAS: The Board of Trustees of the West Kern Community College District has received a written request, pursuant to Chapter 961, California Statutes 1975, from the Taft College Faculty Association for CTA/NEA to be recognized as the exclusive representative of a unit of employees of this district which includes all full-time certificated employees and part-time employees and which excludes all administrative employees; and

WHEREAS: Pursuant to Chapter 961, California Statutes 1975, said employees organization has submitted satisfactory evidence that a majority of the employees in the above described unit have supported and authorized such request for recognition; therefore be it

RESOLVED: That the Board of Trustees of the West Kern Community College District, in accordance with the provisions of Chapter 961, California Statutes 1975, (Government Code Sections 3500 et. seq.), hereby recognizes the Taft College Faculty Association as the exclusive representative of a unit of employees of this district which includes all full-time certificated employees and part-time employees and which excludes all administrative employees.

The Board of Trustees reserves the right to change this unit for employee representation should present legislation be amended to permit separate units for full-time and part-time employees.

The foregoing Resolution was adopted at a duly called meeting of the Board of Trustees of the West Kern Community College District on May 5, 1976.

Signed/ Harry W. Furman
Board President

Signed/ Charles R. Scott
Board Member

Signed/ Mel Stewart
Board Member

Signed/ John J. Miller
Board Member

Signed/ R. G. Mundy
Board Member

**CERTIFICATED SALARY SCHEDULE - 1989-90
175-DAY SCHEDULE**

	CLASS I BA DEGREE	CLASS II BA DEGREE +30 UNITS	CLASS III BA DEGREE +45 UNITS	CLASS IV BA DEGREE + 60 UNITS INC. MA DEGREE	CLASS V BA DEGREE +75 UNITS INC. MA DEGREE
1	24595	27098	28350		
2	26005	28508	29760		
3	27415	29919	31170	32422	
4	28825	31329	32580	33832	35083
5	30235	32739	33990	35242	36493
6	31646	34149	35400	36652	37904
7(1)	33056	35559	36810	38062	39314
8	34466	36969	38220	39472	40724
9	35876	38379	39631	40882	42134
10	37286	39789	41041	42292	43544
11		41199	42451	43702	44954
12			43861	45112	46364
13(2)				46522	47774
18(3)				48459	49710
24				50395	51646

(1) Hurdle requirement must be met in accordance with Section 7.2.5 (a).

(2) & (3) Hurdle requirement must be met in accordance with Section 7.2.5 (b) and 7.2.5.4.

An employee with an earned doctorate is to be compensated to the extent of \$1000 over the regular salary each year.

EXTRA DUTY COMPENSATION 1989-1990

<u>HOURLY RATE (EVENING, SUMMER, AND OVERLOAD)</u>	
Step 1	\$25.00
Step 2	\$26.00
Step 3	\$27.00
Non-Baccalaureate Degree Instructors	\$25.00

ATHLETIC ASSIGNMENTS (WHEN NOT A PART OF LOAD)

Head Baseball Coach	\$4800
Head Basketball Coach (Men's Team)	\$4800
Head Basketball Coach (Women's Team)	\$4800
Head Cross Country Coach	\$4800
Head Football Coach	\$4800
Head Golf Coach	\$4800
Head Softball Coach	\$4800
Head Track Coach	\$4800
Head Volleyball Coach	\$4800
Assistant Head Football Coach	\$3000
Baseball Assistant	\$3000
Basketball Assistant	\$2500
Football Assistant	\$2800
Softball Assistant	\$2500
Track Assistant	\$2500
Volleyball Assistant	\$2500
Football Scout	\$1100

OTHER ASSIGNMENTS

Academic Senate President - 20% Release Time (AB 1725 funded)	
Cheerleader Advisor	\$1800
Coordinator Student Activities 20% Release Time	
Division Chairperson	\$ 950
Student Newspaper Advisor	\$ 670

**CERTIFICATED SALARY SCHEDULE - 1989 - 90
11-MONTH SCHEDULE**

	CLASS I BA DEGREE	CLASS II BA DEGREE +30 UNITS	CLASS III BA DEGREE +45 UNITS	CLASS IV BA DEGREE + 60 UNITS INC. MA DEGREE	CLASS V BA DEGREE +75 UNITS INC. MA DEGREE
1	27055	29808	31185		
2	28606	31359	32736		
3	30157	32910	34287	35664	
4	31708	34461	35838	37215	38592
5	33259	36013	37389	38766	40143
6	34810	37564	38940	40317	41694
7(1)	36361	39115	40491	41868	43245
8	37912	40666	42043	43419	44796
9	39463	42217	43594	44970	46347
10	41014	43768	45145	46521	47898
11		45319	46696	48073	49449
12			48247	49624	51000
13(2)				51175	52551
18(3)				53111	54488
24				55047	56424

(1) Hurdle requirement must be met in accordance with Section 7.2.5 (a).

(2) & (3) Hurdle requirement must be met in accordance with Section 7.2.5 (b) and 7.2.5.4.

An employee with an earned doctorate is to be compensated to the extent of \$1000 over the regular salary each year.

The following positions shall be compensated in accordance with proper placement on this schedule:

Coordinator of Computer Education and Public Information Officer

BEST COPY AVAILABLE

CERTIFICATED SALARY SCHEDULE - 1989-90

.12-MONTH SCHEDULE

	CLASS I BA DEGREE	CLASS II BA DEGREE +30 UNITS	CLASS III BA DEGREE +45 UNITS	CLASS IV BA DEGREE + 60 UNITS INC. MA DEGREE	CLASS V BA DEGREE +75 UNITS INC. MA DEGREE
1	29514	32518	34020		
2	31206	34210	35712		
3	32898	35902	37404	38906	
4	34591	37594	39096	40598	42100
5	36283	39286	40788	42290	43792
6	37975	40979	42480	43982	45484
7(1)	39667	42671	44173	45674	47176
8	41359	44363	45865	47367	48868
9	43051	46055	47557	49059	50561
10	44743	47747	49249	50751	52253
11		49439	50941	52443	53945
12			52633	54135	55637
13(2)				55827	57329
18(3)				57763	59265
24				59699	61201

(1) Hurdle requirement must be met in accordance with Section 7.2.5 (a).

(2) & (3) Hurdle requirement must be met in accordance with Section 7.2.5 (b) and 7.2.5.4.

An employee with an earned doctorate is to be compensated to the extent of \$1000 over the regular salary each year.

The following positions shall be compensated in accordance with proper placement on this schedule:

Instructor/Developmentally Disabled Adults



TAFT COLLEGE
WEST KERN COMMUNITY COLLEGE DISTRICT
 TAFT, CALIFORNIA 93268

79 LAMSON PARK DRIVE
 P. O. BOX 1437
 TELEPHONE 762-4191
 AREA CODE 925

Superintendent/President
DR. WENDELL L. REEDER

Board of Trustees
MR. CHARLES L. LITTLE, PRESIDENT
MR. LARRY F. BUTTKE, SECRETARY
MR. HARRY W. FURMAN
MR. RICHARD G. MUNDY
MR. MILTON L. RAMIREZ

February 26, 1980

To: Board of Trustees
 West Kern Community College District

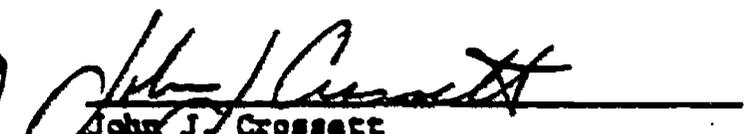
Taft College Faculty Association agrees to include as a part of the binding collective agreement with the District:

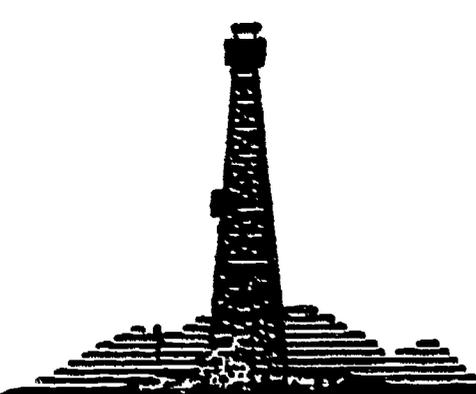
1) Optional Early Retirement Plan as outlined in State Teacher Retirement System (STRS) Directive 79-4 of August 7, 1979; and,

2) Reduced Workload Program as outlined in State Teacher Retirement System (STRS) Directive 79-14 of December 17, 1980. Each request for reduced workload will be considered individually as to the need of the District and the percentage of the workload reduction.

It is understood that the inclusion of these early retirement plans does not limit the Association with regard to the Joint Early Retirement Study Committee should the Association choose to exercise its right in accordance with the provisions of the aforementioned collective agreement.


 Dennis I. VanderWerff
 for the Taft College Faculty
 Association


 John J. Crossett
 for the West Kern Community College
 District Board of Trustees



Taft College

WEST KERN
COMMUNITY COLLEGE DISTRICT

29 EMMONS PARK DRIVE

P.O. BOX 1437

TAFT, CALIFORNIA 93268

(805) 763-4282

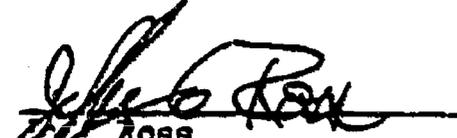
August 16, 1982

TO: Board of Trustees
West Kern Community College District

Taft College Faculty Association agrees to eliminate the following provisions of the binding collective agreement with the District with regards only to faculty members of the Petroleum Technology Program.

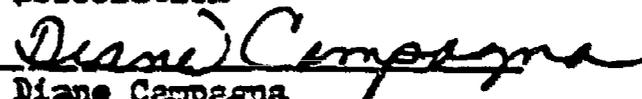
- 6.1 The teaching load per academic year shall not be less than the equivalent of thirty (30) equated semester hours of instruction nor more than thirty-two (32) equated semester hours of instruction. A faculty member shall not receive any reduction in compensation as a result of any imbalanced or unfilled annual teaching load. Other duties may be assigned to equal a full-time load in the event of an unfilled annual teaching load.
- 6.2 Lecture hours and laboratory hours will be as defined in the course lists. A laboratory hour, for purposes of workload calculation, will be equivalent to two-thirds (2/3) of a lecture hour.
- 7.4.4 Unit members who are assigned in excess of thirty-two (32) equated semester hours will be compensated on the hourly rate schedule as provided in Appendix "B-1" for 1981-82, Appendix "C-1" for 1982-83 or Appendix "D-1" for 1983-84.

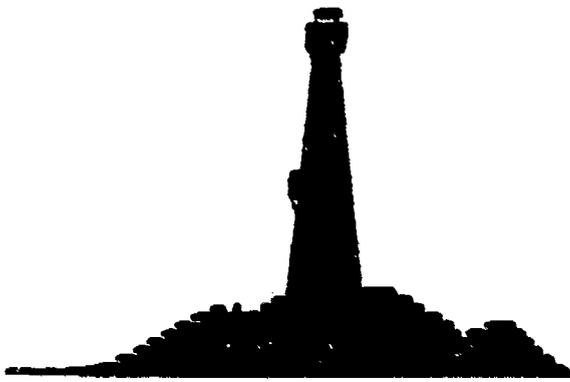
Further, it is agreed that faculty assigned to the energy related programs shall be placed on the appropriate salary schedule as per provisions of the contract. Extra duty compensation as recommended by the Supt/President and approved by the Board of Trustees may be used to provide a differential for duties assigned to with WESTEC.


John Ross
President
Taft College Faculty
Association


Craig Johnson
Treasurer
Taft College Faculty


Don Zandy
Vice-President
Taft College Faculty
Association


Diane Campagna
Secretary
Taft College Faculty



Taft College

WEST KERN
COMMUNITY COLLEGE DISTRICT

29 EMMONS PARK DRIVE

P.O. BOX 1437

TAFT, CALIFORNIA 93268

(805) 763-4282

Memorandum of Understanding

between

West Kern Community College District

and

Taft College Faculty Association

AB 1725 IMPLEMENTATION RE-OPENER

Negotiations will be re-opened during 1989-90 at a mutually agreed-upon time to negotiate the items necessary to implement the appropriate provisions of AB 1725.

David Cothrun, Superintendent/President
West Kern Community College District

Joe Thompson, President
Taft College Faculty Assn.

October 5, 1989

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ERIC Clearinghouse for
Junior Colleges

DEC 20 1991