

Collective Bargaining Agreement

Between:



Life Chiropractic College West Faculty Federation,
AFT Local 6538, AFL-CIO

And



Life Chiropractic College West

7/1/21 through 6/30/24

Signature Page:

This Collective Bargaining Agreement is entered into between the Life Chiropractic College West Faculty Federation, AFT Local 6538 (AFL-CIO) and the Life Chiropractic College West.

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Article 1-Recognition

Life Chiropractic College West (“the College”) recognizes the Life Chiropractic College West Faculty Federation, AFT Local 6538, AFL-CIO (“the Federation”) as the exclusive representative of all probationary or regular full-time and adjunct campus faculty, Health Center faculty, librarians, and radiologists at any Life Chiropractic College West operated facility in the state of California. If a person is teaching on campus or on line in a course or program offered exclusively by the College, that person is considered part of the bargaining unit.

This excludes all other employees of the College, including Department Chairs, MSDI director, the Director of Library Services, all other library employees, all other Health Center employees, residents, bookstore employees, managers, clerical employees, guards, and supervisors as defined under the National Labor Relations Act.

Any new or amended faculty classification(s) will be automatically assigned to the bargaining unit.

Article 2-Definitions

2.1 “Federation” shall mean the Life Chiropractic College West Faculty Federation, CFT Local #6538, American Federation of Teachers, AFL-CIO.

2.2 “Board” shall mean the Board of Regents of Life Chiropractic College West.

2.3 “Employer” or the “College” shall mean Life Chiropractic College West.

2.4 “Faculty member” or “faculty” shall be a person who is a bargaining unit member, including regular and probationary full-time and adjunct campus faculty, Health Center faculty, librarians, and radiologists at any Life Chiropractic College West operated facility in the state of California.

2.5 The “academic year” shall mean October 1 to September 30, and the “fiscal year” shall mean July 1 to June 30.

2.6 A “day” shall be defined as a normal business day, Monday through Friday, excluding holidays, Health Center/College authorized closures, and College break weeks in between academic quarters.

2.7 The “immediate supervisor” is the bargaining unit member’s immediate non-bargaining unit administrator.

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2.8 A “Federation representative” is a person authorized by the Federation to administer union policy.

2.9 A “complaint” is an allegation of misconduct or a claim of an unresolved issue from any member of the College community.

2.10 A “complainant” is any member of the College community, who files a complaint against a bargaining unit member(s).

2.11 “Rank” is the classification a bargaining unit member has achieved. A bargaining unit member will be classified as full-time teaching, student clinic, or Health Center, or part-time (adjunct) teaching, student clinic, or Health Center, and will be ranked as an adjunct, instructor, assistant professor, associate professor, or professor. Ranking occurs only upon initial hiring or when approved through the prescribed promotion processes within the Collective Bargaining Agreement (CBA).

2.12 “Step” refers to a salary schedule level within a rank. Steps range from one (1) to two (2) for instructor, three (3) to four (4) for assistant professor, five (5) to eight (8) for associate professor, and nine (9) to twelve (12) for professor. Steps range from three (3) to four (4) for assistant librarian, five (5) to eight (8) for associate librarian, and nine (9) to twelve (12) for librarian. Steps range from three (3) to four (4) for assistant professor of radiology, five (5) to eight (8) for associate professor of radiology, and nine (9) to twelve (12) for professor of radiology. Steps range from one (1) to eight (8) for adjunct bargaining unit members.

A Step level is assigned upon initial hiring based on equivalent years of experience, advanced or additional degrees or certification/training, publication, and professional service. A bargaining unit member will advance one step on the Salary Schedule for every year of service, provided he/she meets job expectations per his/her job description and evaluations. An adjunct bargaining unit member who is accepted into a full-time bargaining unit position shall be awarded step credit according to the following: one (1) step for every four (4) years of adjunct service at the College.

2.13 “Domestic Partner” is any individual defined as such by California law.

2.14 “Base Pay” is defined as the salary upon initial ranking and step, adjusted by pay increases and promotions, excluding stipends and overages, and pay for extra duties.

2.15 “Benefits Eligible bargaining unit member” is defined as a full-time bargaining unit member except as otherwise defined in this CBA.

2.16 “Full-time” for campus faculty is defined as a teaching load between fifteen and seventeen (15-17), contact hours per week through the Fall 2018 Quarter.

Starting with Winter Quarter, 2019, Full-time for campus faculty is defined as 14-16 contact hours per week per quarter with an annual (calendar year) maximum of 660 hours. Teaching load may be reduced for a faculty member who, by special appointment, has additional research responsibilities over and above the required scholarship. Individuals in this classification are exempt professionals.

Article 3-Federation Rights

3.1 Use of College Facilities and Equipment

3.1.1 Representatives of the Federation will have the right to reasonable use of College facilities and equipment for Federation business, including College rooms, telephones, computers, e-mail and internet access, duplication services, and fax equipment, subject to the following conditions:

3.1.2 The Federation will follow standard College procedures for the reservation and use of facilities and equipment.

3.1.3 The Federation's use of College equipment will not unreasonably interfere with normal College operations.

3.1.4 The Federation will reimburse the College for the reasonable cost of long distance telephone calls, and any supplies or materials incidental to the use of equipment including all actual cost for duplication.

3.1.5 The Federation will be provided with use of a bulletin board in a non-student area of each facility of the College, provided that any posted material is identified as Federation-sponsored.

3.1.6 The Federation may place material in the mailboxes of faculty members, provided that such material is identified as Federation-sponsored.

3.2 Federation Access

Duly authorized representatives of the Federation and its affiliates will have full and free access to the College's premises at any time during working hours to conduct Federation business, so long as they sign in and out at the front reception desk, and the orderly operation of the College is not disrupted.

3.3 Payroll Deductions

The College will, upon written authorization from a bargaining unit member, make payroll deductions for Federation dues, fees and assessments, and other Federation-related deductions authorized by the bargaining unit member. These funds shall be forwarded to the Federation Treasurer as soon as administratively feasible after each payroll period. An itemized report will be provided to the Federation

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Treasurer at the start of each new quarter, or as new members join the Federation.

3.4 Faculty Member Information

A list of any additions, deletions, or changes to the names and contact addresses of bargaining unit members will be provided by the College to the Federation Treasurer within the first two (2) weeks of each quarter. This list shall indicate each bargaining unit member's rank and whether he/she is classified as full time or adjunct. This list shall also indicate the number of hours worked by each adjunct faculty member.

3.5 Release Time

3.5.1 Four (4) bargaining unit representatives will be released from work duties with pay during contract negotiations. Substitute coverage will be arranged by the bargaining unit representative(s) with his/her supervisor(s).

3.5.2 Federation representatives in the bargaining unit will be granted up to a total of fifteen (15) days of paid release time collectively per academic year to conduct Federation business, including, but not limited to, attendance at Federation conferences and trainings and other duties of representation in addition to negotiations. These days will be distributed at the Federation's discretion. The bargaining unit member will make all arrangements for class or clinic coverage during the release period, and will provide his/her supervisor with at least two (2) weeks' notice of the arrangements whenever possible.

3.6 College Committees

Any College committee that deals with matters affecting wages, hours, and terms and conditions of employment of bargaining unit members will have Federation representation.

3.7 Communication

3.7.1 All communication directed to the Federation shall be addressed to the Federation President or his/her designee.

3.7.2 All communication directed to the College shall be addressed to the College's VPAA or his/her designee.

3.8 Notification

The College shall notify the Federation in writing thirty (30) days prior to the implementation of any change in policies, procedures, or regulations that impacts mandatory subjects of bargaining under the National Labor Relations Act.

3.9 Labor-Management Meetings

The Federation and the College shall hold quarterly labor-management meetings. In addition, at the request of either the Federation or the College, additional meetings will be held. Any additional meeting will be held within 20 days of the request.

Article 4-Management Rights

4.1 Rights Reserved

All the rights and responsibilities of the College which have not been specifically provided for in this Agreement or limited by law shall be retained at the sole discretion of the College, including the academic governance structure. Except as modified by this Agreement, such rights and responsibilities shall include but shall not be limited to:

4.1.1 The right to direct unit members; to determine criteria in hiring and promotion; to determine standards for work; to hire and evaluate unit members; to train, coach, and counsel unit members to improve performance; except as provided in this Agreement.

4.1.2 The right to take such action within the limits of this Agreement as is necessary to maintain the efficacy of the College's operation;

4.1.3 The right to determine the means, methods, budgetary and financial procedures, and personnel by which the College operations are to be conducted;

4.1.4 In accordance with the academic governance structure, the right to determine curriculum, programs, and degrees to be offered;

4.1.5 The right to take such actions as may be necessary to carry out the mission of the College in case of emergencies, provided that the college shall subsequently and in timely fashion negotiate the effects of such action on the terms and conditions of employment of members of the bargaining unit;

4.1.6 The right to make rules, regulations, and policies that do not conflict with the provisions of this Agreement, including the protection of all company property, data, and other information, as per employee handbook policy.

4.1.7 The College maintains the right to manage and assess the program, curriculum, and faculty in accordance with federal and state laws and regulations and in accordance with accreditation standards and requirements.

4.1.8 The College maintains the right to enforce the articles of this agreement when the Federation or a member of the bargaining unit works outside of any of the articles herein.

4.1.9 Nothing in this Agreement shall limit the ability of the College to provide instruction utilizing alternative methods of instruction, including on-line, hybrid, synchronous and asynchronous delivery methods. The College will notify the

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Federation in advance when it intends to expand the utilization of such alternative methods to new courses or to courses not previously taught utilizing the alternative method and, upon request of the Federation, bargain over the impact on mandatory subjects of bargaining prior to implementation.

4.2 Administrative Personnel

Nothing in this Agreement shall be construed to limit the right of qualified non-bargaining unit personnel to perform instructional duties based on administrative necessity to fulfill short term needs (i.e. no qualified bargaining unit member is available or willing to perform those duties). Department Chairs may continue to perform their regular instructional duties. Courses assigned to the clinic curriculum may be taught by clinic administration should there be no qualified bargaining unit member available or willing to teach these courses.

Article 5-Individual Rights

5.1 Personal Life

5.1.1 A bargaining unit member's personal life is of no concern to the College and will not be the basis of any negative action towards the bargaining unit member as long as the bargaining unit member's personal life has no negative impact on the College.

5.1.2 A bargaining unit member has the right to freedom of expression in his/her personal life outside of the College.

5.2 Academic Freedom

5.2.1 Bargaining unit members have the academic freedom to search for the truth, inquire, study, evaluate, gain new insight, and pursue research.

5.2.2 Bargaining unit members have a responsibility to provide instruction, and conduct themselves, when acting in the capacity of a representative of the College, in keeping with the College's policies, vision, mission, and philosophy. As this is an institution of higher education, open scholarly discourse is supported and encouraged.

5.2.3 Faculty members should not teach subjects unrelated to the subject matter of a course, such as politics and religion.

5.3 College Information, Policies, Regulations, et cetera

5.3.1 The College will notify faculty members of any information for which faculty members will be held responsible.

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5.3.2 The College will provide each bargaining unit member with an electronic copy of this Agreement upon hire.

5.4 Electronic Use

Bargaining unit members may use cell phones, computers, and other electronic devices during work hours and on campus, provided that this usage does not interfere with work duties or violate any policies of the College. Bargaining unit members will comply with the Computer, E-mail and Phone Usage policy found in the College's Employee Personnel Policy Handbook.

5.5 Outside Employment

A bargaining unit member may hold other employment outside the bargaining unit member's College working hours as long as the bargaining unit member satisfactorily performs his or her job responsibilities at the College and the outside employment does not create a conflict of interest or conflict of commitment.

5.6 Health and Safety

5.6.1 The College will provide a safe, clean, and healthy working environment as prescribed by the applicable provisions of state and federal law. This shall include, but not be limited to, adequate ventilation, lighting, security, and protection at all College facilities, and properly maintained buildings, clinics, offices, and classrooms. When repairs are necessary to remedy safety issues, the College will notify affected bargaining unit members and the Federation of the time line and plan to resolve the issues.

5.6.2 The College will provide appropriate safety training programs to bargaining unit members, including those programs required by state and federal law.

Article 6-Non-discrimination and Non-retaliation

6.1 Nondiscrimination

The College will not discriminate against any bargaining unit member on the basis of age, race, creed, color, gender or perceived gender, sexual orientation, national origin, ancestry, citizenship status, religion, disability or perceived disability, veteran status, marital or family status, political affiliation, or past or present union activities, or other characteristics protected by law, nor shall a person be the subject of sexual harassment as prohibited by state or federal law.

The College will make reasonable accommodations for qualified individuals with disabilities, as required by state and federal law, provided, however, that reasonable effort will be made to ensure that any proposed accommodations shall not conflict with the Collective Bargaining Agreement.

6.2 Non-retaliation

The College will permit no retaliation against employees covered under this Collective Bargaining Agreement for union activities, including filing of or participation in a grievance.

Article 7-Payroll Deductions

The College agrees to make available all common payroll deductions, including but not limited to Federation Dues and Federation Voluntary Political Contributions.

Article 8-Grievance Procedure

The College and the Federation recognize the need to establish a grievance and arbitration procedure that provides for an orderly resolution of any dispute alleging a violation of this CBA. The College and the Federation will work to solve any grievance at the lowest level possible.

8.1 Procedure:

8.1.2 Any correspondence may be communicated by electronic mail, facsimile transmission, or an original document sent via US mail or any other mail courier service.

8.1.3 A confidential “grievance file” will be maintained separate and apart from any bargaining unit member’s personnel file. A “grievance tracking sheet” (attached as Appendix D) will be used by both the College and the Federation throughout any grievance process. This grievance tracking sheet may be kept as a shared document on line.

8.1.4 If the grievant fails to meet a timeline at any level (designated below), the grievance will be considered by both parties to be denied. If the College fails to meet a timeline at any level (designated below), the grievance will be considered by both parties to be sustained and the requested remedy granted.

8.1.5 For the purposes of this article, a day shall be defined as a normal business day, Monday through Friday, excluding holidays, Health Center/College authorized closures, and College break weeks in between academic quarters.

8.2.1 Initial:

Within fifteen (15) days of the event that gave rise to the grievance, the grievant may initiate an informal discussion with the immediate supervisor to try to arrive at a mutually agreeable solution. The topic and results of this discussion will be recorded on the grievance tracking sheet, with one copy given to the supervisor and one to the grievant/Federation.

8.2.2 Level 1:

Should the initial discussion not yield a mutually agreeable solution, the grievant may initiate a formal grievance by submitting a written statement of the grievance to the immediate supervisor within fifteen (15) days of initial discussion results in 8.2.1. The statement shall contain the name of the grievant(s), a concise statement of the grievance, the CBA articles or policies alleged to be violated, the date of the alleged act or omission, and the specific remedies sought. Within fifteen (15) days after receipt of the written grievance, the immediate supervisor will respond in writing to the grievant(s) with the decision, along with a brief explanation for the decision and supporting reasons.

8.2.3 Level 2:

If the grievant is not satisfied with the decision rendered in Level 1, the grievant may appeal to the VPAA or their designee, as appropriate. The appeal shall be in writing and shall be submitted within fifteen (15) days after receipt of the Step One written response. The appeal shall include a copy of the original grievance, the immediate supervisor's response, if applicable, and a statement of reasons for the appeal. Within fifteen (15) days of receipt of the appeal, the VPAA or his/her designee will meet with the grievant and his/her Federation representative in person to discuss and attempt to resolve the grievance. Within fifteen (15) days of the meeting the administrator will respond in writing with his/her decision, along with a brief explanation for the decision and supporting reasons.

8.2.4 Level 3:

If the grievant is not satisfied with the Level 2 decision, the Federation may pursue the grievance to arbitration. If the Federation decides to do so, it will notify the College within fifteen (15) days of receiving the Level 2 written decision.

If the Federation decides to move forward with arbitration, the parties shall request a list of five (5) northern California arbitrators from the Federal Mediation and Conciliation Service. Within ten (10) days of receipt of this list, a representative of the Federation and a representative of the College will flip a coin to decide who shall have the first strike. Each side will then alternately strike names until one name remains; the remaining individual shall be requested to act as arbitrator for the grievance. If that person declines the request, the penultimate name struck shall then be requested to act as arbitrator.

Any question as to the arbitrability of the grievance shall be resolved by the arbitrator.

- The arbitrator shall have no authority to add to, subtract from, or modify

the terms of this Agreement, nor to entertain any grievances relating to jurisdictional disputes between labor organizations.

- The arbitrator shall submit his/her decision to the parties in writing within sixty (60) days.
- The decision of the arbitrator will be final and binding.
- The costs for the services and expenses of the arbitrator will be borne equally by the College and the Federation.
- If any party requests a certified court reporter, the cost of services of the reporter will be paid by that party. If the arbitrator requests a court reporter, the costs will be borne equally by the College and the Federation.

Article 9-Personnel Files

9.1 Bargaining Unit Member Personnel File

The College's Human Resources Department is responsible for maintaining and housing each bargaining unit member's personnel file. The personnel file includes items that may affect the bargaining unit member's employment status. Items may include official transcripts, credentials, licenses, appointment letters, official notifications, pre-employment information, the faculty member's initial application for employment, initial rank determinations, performance reviews, Peer Review Committee Reports, records of promotion decisions, discipline or corrective action and discharge information.

In matters related to discipline or corrective action, only material contained in the bargaining unit member personnel file and of which the bargaining unit member has received notice may be relied upon.

9.2 Disciplinary and Performance Related Materials

All disciplinary and performance related materials placed in the file must be signed and dated by the originator and, at a minimum, acknowledged by the bargaining unit member by his/her signature. The bargaining unit member has the right to attach a response or rebuttal to any disciplinary and performance related materials.

9.3 Negative Material

Faculty members will be provided a copy of any negative material before it is placed in the official Faculty Personnel File. The faculty member will be given an opportunity to review and comment thereon; the faculty member's written response will be attached.

9.4 Personnel File Review

The bargaining unit personnel file is confidential and available for review only to those persons having a right or authorization to inspect, including the appropriate

College administrators or designee, the bargaining unit member or his/her designee. Any bargaining unit member's designee is required to have written or electronic mail authorization by the bargaining unit member for access to the file, including the time period for which access is granted.

9.5 Items Over Three (3) Years Old

A bargaining unit member may petition his/her supervisor for removal from the personnel file of any negative item over three (3) years old.

Article 10-Job Security

10.1 Job Postings

Preference will be given to internal applicants for open bargaining unit positions if both the internal and external applicants have equivalent qualifications. Any postings will be prominently displayed for at least three (3) days in the faculty/staff lounge, Health Center staff lounge and mailroom and then posted on the College's website. Any postings will be sent electronically to the Federation President.

10.2 Full Time Probationary

Full time bargaining unit members new to the College will serve a one-year probationary period. Any full time probationary bargaining unit members may be terminated without cause at any time during the probationary period provided that the College gives one (1) month written notice.

10.3 Full Time Regular

Full time bargaining unit members shall be granted regular status if retained beyond their one year probationary period. Full time regular bargaining unit members may only be terminated for cause or under Reduction In Force conditions.

10.4 Adjunct Probationary

Adjunct bargaining unit members new to the College will serve a one-year probationary period. Any adjunct probationary faculty may be terminated without cause at any time during the probationary period, provided that the College gives one (1) month written notice.

10.5 Adjunct Regular

Adjunct bargaining unit members shall be granted regular status if retained beyond their one year probationary period. Adjunct bargaining unit members are scheduled quarterly based on enrollment and needs of the College. Adjunct bargaining unit members are not guaranteed courses in any given quarter. Adjunct regular bargaining unit members will be given first consideration for available courses as appropriate to his/her specialty and/or experience in teaching or practice.

10.6 Change in Course Or Work Assignment

A bargaining unit member's course assignment or Health Center assignment will not be arbitrarily or unreasonably changed. The College reserves the right to schedule bargaining unit members in courses appropriate to the bargaining unit member's experience and based on the business and educational needs of the College. The College cannot guarantee that a bargaining unit member will always have the same schedule of classes or Health Center hours, as enrollment and curricular changes occur. Should a course or work assignment need to be changed, the bargaining unit member has the right to a meeting with his/her supervisor, the VPAA or the VPCO and a Federation representative. The bargaining unit member will receive the reasons for the change in writing.

Article 11-Discipline, Corrective Action, Complaints

11.1 Discipline

Regular bargaining unit members shall not be disciplined or subject to corrective action without just cause and due process, and under the doctrine of progressive discipline.

11.2 Corrective Action

The purpose of corrective action is to provide a sequence of remedial measures to improve professional conduct and, if necessary, to provide a procedure and due process safeguards for discipline of a bargaining unit member, up to and including discharge.

11.2.1 Right to Representation:

At all levels of this process, the bargaining unit member shall have the right to be represented by the Federation.

11.2.2 Timely Action:

If corrective action is necessary, the procedures in this Article shall be initiated in a timely manner allowing the bargaining unit member to correct and improve his/her conduct promptly when appropriate.

11.2.3 Levels of Corrective Action:

11.2.3.1 Level One: Informal verbal warning with written documentation in the employee's personnel file;

11.2.3.2 Level Two: Written warning;

11.2.3.3 Level Three: Increased corrective action up to and including suspension and/or termination of employment.

11.2.3.4 At Level Two and Level Three, any corrective action will include a written statement clearly and concisely stating the reason for the corrective action, the results of the investigation, steps for remediation, and consequences of failing to accomplish the steps for remediation.

11.2.3.5 Immediate Termination of Employment: A bargaining unit member's employment may be terminated immediately without the prior steps for egregious conduct including, but not limited to, unlawful harassment; violence or threat of violence; falsifying employment or other College-related documents; possession, use, or sale of illegal drugs on College property; theft; plagiarism in research or publication; egregious professional misconduct; pleading guilty to or being convicted of a felony which could lead to the revocation of licensure by the California Board of Chiropractic Examiners.

11.2.3.6 If a Level One, Two, or Three Corrective Action is found to be in error, the immediate supervisor, or VPAA, or VPCO shall write a notice of dismissal which will be placed in the bargaining unit member's employee personnel file with the record of the complaint. If a complaint is dismissed, it shall not be the basis of any discipline, corrective action, or decision denying promotion of rank or step.

11.3 Complaints

Bargaining unit members have a right to Federation representation at all stages of complaints.

11.3.1 For the purposes of complaint timelines, a day shall be defined as a normal business day, Monday through Friday, excluding holidays, Health Center/College authorized closures, and College break weeks in between academic quarters.

11.3.2 If a complaint concerning a bargaining unit member is filed, the complainant shall have the right to prepare and submit a signed written account of the specific details of the current allegation(s) to his/her immediate supervisor.

11.3.3 Once a complaint is filed, the immediate supervisor shall provide the involved bargaining unit member(s) with a copy of the complaint, within five (5) days of its receipt and shall notify the bargaining unit member in writing that the bargaining unit member has a right to Federation representation at all stages of complaints. The supervisor, in consultation with College management, shall investigate the allegation(s) and interview the bargaining unit member and complainant(s) and shall interview other appropriate witnesses. The Federation may also investigate the allegation(s) on behalf of the bargaining unit member. Such investigations shall comply with applicable federal and state laws and regulations. The immediate supervisor will schedule and conduct a meeting with the complainant(s), the bargaining unit member(s), and their Federation representatives (if they elect to have representation) in an attempt to resolve the complaint. Management may conduct separate meetings in an attempt to resolve

the allegation(s).

11.3.4 If the complaint is retracted by the complainant(s), notification that the complaint was retracted should be placed in the bargaining unit member's personnel file, and the complaint shall not be used in any discipline or corrective action.

11.3.5 If there is an agreeable resolution following meetings with the involved individuals, the supervisor will prepare a written summary of the resolution and attach it to the original complaint and distribute a copy to the bargaining unit member. A copy will be maintained in the bargaining unit member's personnel file.

11.3.6 If the complaint remains unresolved to the satisfaction of both parties after the meeting(s), the immediate supervisor, in consultation with the VPAA or VPCO may choose to dismiss the complaint or, if he/she finds substance to the complaint, may recommend corrective action. If the immediate supervisor chooses to dismiss the complaint, the complainant(s) may appeal to the VPAA or the VPCO whose decision shall be final. If the VPAA or VPCO chooses to dismiss the complaint, notice of the dismissal will be retained in the bargaining unit member's employee personnel file with the record of the complaint. If a complaint is dismissed, it shall not be the basis of any discipline or corrective action.

Article 12-Reduction In Force

In the event it becomes necessary, due to lack of work or lack of funds, to reduce the number of non-probationary full-time bargaining unit positions the principles below shall apply in sequence:

12.1 The College President or designee shall provide the Federation with documentation of the need for a reduction in force and will meet with the Federation President or designee to review the data and the College's plan of action.

12.2 The College and the Federation shall jointly determine whether alternatives to the proposed reduction in force exist and will endeavor to come to agreement on a plan of action.

12.3 The alternatives may include increased workload, decreased benefits, deletion of release time, and/or decreased salary.

12.4 The reduction in force will be based ~~solely~~ on the following criteria:

1. Meeting expectations in professional development, engagement in scholarship, and service as described in the job description and evaluations.
2. Demonstrated ability to teach across topics and disciplines.

3. Past evaluations.

4. Effectiveness pursuant to items 1 and 2 will be determined, then the most senior bargaining unit members shall be retained. Seniority shall be established by the first date of paid service to the College.

12.5 The College will provide thirty (30) days advance notice to all full-time bargaining unit members and the Federation of its intent to reduce the work force. At that time, a full-time bargaining unit member may voluntarily request a temporary reduction to adjunct status or request unpaid leave. The duration of this reduction shall be agreed upon in advance by the bargaining unit member, the Federation, and the College.

12.6 No faculty member will have his/her service or employment reduced or eliminated so long as the College continues to employ any non-bargaining unit individual to provide services within the scope of the duties performed by the faculty member.

12.7 For any non-probationary full-time bargaining unit member who is laid off, the College will pay a severance of one (1) month's salary and three (3) months' coverage of all applicable insurance benefits unless the laid off faculty member is eligible to receive group health coverage by a future employer during this same time period. Any bargaining unit member whose employment is reduced or eliminated due to lack of work or lack of funds shall have his/her name placed in seniority order on a re-employment list. Should bargaining unit services be re-established within eighteen (18) months of the date a bargaining unit member was placed on the re-employment list, whether full or part-time, and the laid-off bargaining unit member is qualified for the positions sought to be filled, he/she shall be offered re-employment prior to any offer of employment to a non-bargaining unit member to provide those unit services. The person's qualifications for a position shall be determined by the Vice President of Academic Affairs or VPCO.

12.8 At every step of the reduction in force and re-employment process, the College will inform the Federation.

Article 13-Calendar and Working Days

13.1 Campus Faculty

12.1.1 For Campus Faculty, the calendar and working days shall consist of the four-quarter academic calendar.

13.1.2 Radiologists

For radiologists, the calendar and working days shall consist of the four-quarter

academic calendar and ten additional days during the academic breaks to ensure appropriate coverage for Health Center activities.

13.1.3 Campus faculty and radiologists are expected to be available for work related activities five days per week. Classes will be scheduled over four days of the work week if possible. Any non-instructional time is to be used for course preparation and assessment activities, office hours, scholarly activity and service. While many of these functions may be accomplished off-site, faculty need to be available five days per week for campus functions, committees, and meetings. Every effort shall be made to schedule meetings on course days. Non-teaching days are not to be defined as non-working days. Outside of assigned class time, faculty are not required to obtain permission to leave campus during assigned working hours.

13.2 Health Center Faculty

13.2.1 For Health Center faculty, the calendar and working days shall consist of weekdays and Saturdays throughout the calendar year.

13.2.2 Any closures to the Health Center or meetings outside of the work day must be scheduled and communicated two (2) weeks in advance.

13.3 Librarians

For Librarians, the calendar and working days shall consist of weekdays and Saturdays throughout the calendar year.

13.4 Campus/Health Center Events and Closures

Regular bargaining unit members are required to attend graduation and expected to participate in all College events (Health Center Faculty have the option to remain on duty in the Health Center during the Spring For Life picnic).

Adjunct bargaining unit members are expected to participate in these events when the events are scheduled during their regular working days or hours on campus. Attendance at College activities by regular and adjunct bargaining unit members outside of the regular scheduled working days or hours shall count towards service to the profession or the College. Bridge tolls, parking fees, and/or BART fares, and mileage (at rate established by the College for all employees) to and from off campus activities will be reimbursed upon application.

When the campus and/or the Health Center closes for these or other College sponsored events, bargaining unit members who do not attend these events have the option of using a vacation day (if available), or taking the day as unpaid leave. Health Center Faculty will have the option to remain on duty in the Health Center.

13.5 Other Closures, Meetings, or Changes

- A. The College will communicate any other closures to the bargaining unit members thirty (30) days in advance, except in an emergency. No bargaining unit member will be penalized if the College is closed for an

emergency.

- B. Meetings called by management or the bargaining unit and other changes to the Health Center schedule will be communicated to the respective parties two (2) weeks in advance.

Article 14-Workload

14.1 Campus Bargaining Unit Members

14.1.1 Full-time for campus faculty is defined as 14-16 contact hours per week per quarter with an annual (calendar year) maximum of 660 hours. In addition to the contact hours provided herein, full-time status also requires the following: office and administrative hours, service hours, research hours, and prep hours.

14.1.2 If the faculty member believes the specific makeup of the teaching load is problematic, then the faculty member may request a meeting with the Department Chair, followed by the DAFEE or OAA representative, to attempt to remedy the situation in a way that matches the strengths and desires of the faculty member with the needs of the College.

14.1.3 Teaching load may be reduced for a bargaining unit member who, by special appointment, has additional research responsibilities. Any faculty member with such a reduced teaching load will remain in the bargaining unit and any such arrangement will be upon the mutual agreement of the College and the Federation.

14.1.4 Full-time Campus bargaining unit members will have eight (8) hours of scheduled administrative time per week, including four (4) office hours. Office and administrative hours will be consistent for the duration of the Quarter, must take place in the bargaining unit member's office or virtually depending on the format of the course (i.e., virtual office hours for an online course, in the office for an in-person course), and must be posted on the office door and published on Canvas. Office hours must be arranged during times that the majority of their students are available.

14.1.5 Full-time Campus bargaining unit members will serve on one (1) committee. If committee membership is to change, the Federation and bargaining unit members will be given reasonable notice. Committee meetings and work will be considered part of the administrative time described in section 14.1.4 and will not count toward the required four (4) office hours.

14.1.6 Full-time Campus Bargaining unit members will dedicate time to both service and scholarly activity. Evidence of these activities will be provided annually via the annual summative report by each faculty member. The supervisor will rate these activities per the evaluation rubric included as Appendix B and the peer

review committee will consider them per the PRC checklist included in Appendix E.

14.1.7 Adjunct Campus Bargaining unit members will hold and post regular office hours as follows: one (1) to seven (7) contact hours per week is equal to two (2) paid office/prep time hours per week. Eight (8) to thirteen (13) contact hours per week is equal to three (3) paid office/prep time hours per week.

14.1.8 Full-time bargaining unit members, Department Chair and MSDI Program Director teaching load requirements will have priority in staffing and scheduling. Other Master's Program Directors will have priority in staffing and scheduling for courses exclusive to their program. There is no guarantee that adjunct teaching loads can be maintained from term to term. However, adjuncts with more seniority will be given priority for available courses when possible.

14.1.9 Technique and clinical science labs shall not have more than twenty (20) students each without instructor approval. The College will provide necessary equipment based on curricular requirements, demonstrated need, and budgetary approval. Faculty who wish for their equipment requests to be considered as part of the College's annual budget process may submit such requests to the Provost or designee during the winter quarter of each year. Such requests shall be in writing and specify the equipment needed, the estimated cost, and the reasons for the request. The College will consider such requests as part of its annual budget process and, by the end of the spring quarter of that year, notify the faculty member in writing if the request was approved or denied and, if denied, the reasons why.

14.1.10 Unit members are required to complete mandatory training assigned by College Human Resources. Attendance at such trainings or other trainings required by the College will be counted as working time and, for adjunct unit members, paid at their regular rate of pay.

14.2 Health Center Bargaining unit members

14.2.1 Full-time for Health Center faculty is defined as thirty-five (35) hours per week of scheduled activities (including PDCSs).

14.2.2 Off Campus patient recruitment events that occur outside the normal work schedule shall be voluntary and will count as service towards the profession or the College. Bridge tolls, parking fees, BART fare, and mileage (at rate established by the College for all employees) to and from off campus activities will be reimbursed upon application.

14.2.3 Health Center bargaining unit members will post their schedule on their office door at the beginning of each academic term.

14.2.4 Full-time Health Center bargaining unit members will participate in department meetings and one committee, which may be a Health Center or College Standing Committee.

14.2.5 Full-time Health Center bargaining unit members will participate in service, scholarly activity and professional development as described in Article 17.

14.3 Librarians

Full-Time for Librarians is defined as forty (40) hours per week, which includes five (5) hours dedicated to scholarly activities and service.

14.4 Radiologists

14.4.1 Full-time for Radiologists is defined as ten (10) to thirteen (13) contact hours per week of course instruction; sixteen (16) to eighteen (18) office hours per week for administrative duties including office hours and radiographic reading, interpretation, and reporting. By agreement of the radiologist, course contact hours may be replaced by reading of radiographic images at the rate of two (2) hours of reading to one (1) course contact hour.

14.4.2 Full-time Radiologist bargaining unit members will dedicate time to both service and scholarly activity. Evidence of these activities will be provided annually via the annual summative report by each faculty member and will be considered by the peer review committee.

14.4.3 As a business need and regulatory requirement, radiologists must complete the reading and interpretation of radiographic images in a timely manner. As necessary, this may mean that some of their service hours may be needed to complete this important obligation. If service hours are needed for this, then the radiologist will document this and be able to include this on his/her evaluation. Radiographic reading, interpretation, and reporting may be done off campus, at the discretion of the radiologist.

14.4.4 As a part of the continuing improvement of LCCW and the strategic plan of the institution, the College has decided to institute a Radiology Residency program. Residents will participate in teaching and learning activities as a required part of their education.

14.5 Overload

A bargaining unit member, whether Campus or Health Center, may accept an overload up to five (5) contact hours per week to be paid according to the adjunct salary schedule. Any overload will not be considered part of the yearly 660 hour maximum.

14.6 Hybrid Faculty

Full-time positions with a combination of Campus and Health Center responsibilities may be created by mutual agreement between the parties. The parties will mutually agree on the contact hours and hours of Health Center service required for each such position on a case-by-case basis.

Article 15-Leaves

15.1 Leaves with Pay:

15.1.1 Regular Holidays:

No bargaining unit member will be scheduled to work on College holidays. The following days shall be recognized and observed as holidays:

New Year's Eve Day

New Year's Day

Martin Luther King Day

Presidents' Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

Bargaining unit members whose regular weekly schedule includes Saturday or Sunday hours shall be permitted to take the next scheduled work day off if a holiday falls on a day they are not scheduled to work.

15.1.2 Sick Leave

Full-time bargaining unit members accrue five (5) sick leave days commencing January 1st of each year. New full-time bargaining unit members are allocated a pro-rata number of sick leave days based upon date of hire. New full-time bargaining unit members may begin using sick leave after thirty (30) days of employment. Up to three (3) sick leave days may carry over from one calendar year to the next, up to a total maximum accrual of 72 hours (9 days).

Regular adjunct faculty will accrue sick leave at the rate of one (1) hour for each thirty (30) hours worked, to a maximum accrual of forty-eight (48) hours.

A bargaining unit member may use his/her sick leave for the following purposes:

- Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member;
- For an employee who is a victim of domestic violence, sexual assault, or stalking;
- For any other purposes as specified under applicable local law.

Sick leave in excess of three (3) consecutive work days shall be allowed only upon certification by the bargaining unit member's health provider that the illness or

injury prevents the bargaining unit member from working.

Use of sick leave for family illness in excess of three (3) consecutive work days shall be allowed only upon certification by the family member's health provider.

A "family member" for the purposes of this section shall include: child, parent, spouse, domestic partner (as defined in the California Family Code), and child(ren), parent(s), or sibling(s) of the spouse or domestic partner, grandparent, grandchild, or sibling.

Unused sick leave will not be cashed out upon separation of employment from the College.

15.1.3 Personal Leave:

Full-time bargaining unit members accrue five (5) personal leave days commencing January 1st of each year and allowed to carry over to a maximum of 60 hours. New full-time bargaining unit members are allocated a pro-rata number of personal leave days based upon date of hire. New full-time bargaining unit members may begin using personal leave after thirty (30) days of employment. Personal leave days may be carried over to a maximum of sixty (60) hours and will be paid out at separation.

Regular adjunct bargaining unit members working eight (8) hours or more per week will accrue 1.33 hours per month of personal leave and may carry over up to a maximum of twenty-four (24) hours. Regular adjunct bargaining unit members working less than eight (8) hours per week will accrue 0.57 hours per month and may carryover up to a maximum of twenty-four (24) hours. Personal leave will be paid at separation.

Except in case of an emergency, the use of any amount of personal leave requires advanced approval by the employee's immediate supervisor.

Unused SPL accrued by full-time and adjunct bargaining unit members at the time of ratification of this Agreement will be converted to personal leave upon ratification.

15.1.4 Vacation:

Campus Faculty: full-time campus faculty shall take vacation during the scheduled academic breaks.

Radiologists: radiologists shall be eligible for six weeks of vacation per calendar year to be taken during the academic breaks. It is expected that regular and timely reading and interpretation of Health Center radiographic studies will occur during these times, and that the radiologists will arrange their vacations such that at least one radiologist is available to the Health Center and interns during open days. This availability may be by remote means.

Vacation does not accrue and cannot be carried over from one year to the next.

Health Center Faculty and Librarians: Full-time Health Center Faculty and Librarians shall accrue 20 hours vacation leave (VL) per month. Unused vacation may carry-over from year to year, with accrued vacation being capped at one and one half time the annual accrual. Health Center Faculty and Librarians shall submit a written request for vacation to their supervisor not less than thirty (30) days prior to the requested vacation. The supervisor shall determine approval or denial of vacation requests and respond to the bargaining unit member within five (5) working days of receipt of the request. Vacation requests for ten (10) or more consecutive days while the Health Center is open will be considered, but based upon the educational needs of the Health Center and are not guaranteed to be granted.

Full-time Health Center Faculty and Librarians begin to accrue and are eligible for paid vacation on their first day of employment with the College. New full-time Health Center and library bargaining unit members may begin to use accrued vacation once they have been employed by the College for three (3) months.

Health Center Faculty will not be charged vacation days on Health Center closures regularly scheduled in the academic calendar if they are participating in the event for which the closure occurs.

For full-time health center faculty and librarians, any accrued, unused vacation (up to a maximum forty-five (45) days) shall be paid at separation of employment.

15.1.5 Bereavement Leave:

All regular full-time bargaining unit members shall be allowed up to three (3) consecutive work days off with pay (with up to two (2) additional days upon request if out of town travel is necessary) in the event of a death of his/her immediate family member. "Immediate family member" for purposes of this benefit shall mean the bargaining unit member's spouse or domestic partner, and the following relatives of the bargaining unit member or his/her spouse/domestic partner: children, grandparents, grandchildren, siblings, parents or step-parents, or any relative that is financially dependent (claimed on appropriate tax forms) on the bargaining unit member. The bargaining unit member shall notify his/her immediate supervisor as soon as possible if classes or other assigned duties are to be missed. Additional unpaid leave, and the terms of the leave, may be granted in special circumstances by the College.

15.1.6 Civic Duty Leave:

A bargaining unit member who is validly subpoenaed or summoned to appear or serve as a juror during regularly scheduled work hours in a judicial forum, or compelled to appear before a judicial, legislative, or administrative body with civil power to compel attendance, shall be entitled to leave with pay up to (2) weeks. The bargaining unit member shall provide a written request to his/her immediate supervisor along with supporting documentation, as soon as he/she receives the jury summons or subpoena.

Any compensation received for jury duty other than mileage shall be turned over to the College. If the requirement to serve on a jury goes beyond the period of paid jury duty leave, the remainder will be without pay unless the employee has, and requests to use, accrued VL or SPL. Any compensation received for jury duty after the period of paid leave will be retained by the bargaining unit member.

Civic duty leave shall not be granted for appearances as an expert witness.

15.1.7 Voting:

If a bargaining unit member is unable to vote at a time outside his/her work hours, the bargaining unit member is allowed time away from work to vote without loss of pay. A bargaining unit member who needs this time off must notify his/her supervisor at least two (2) days prior to the election.

15.1.8 Military Leave:

A bargaining unit member required to attend annual training sessions, or who is called to short-term emergency duty in the Armed Forces of the United States, shall be provided the time off without pay. However, the bargaining unit member may use any available VL or SPL for the absence. The College will comply with the provisions of the Uniformed Services Employment and Re-Employment Rights Act of 1994 (USERRA) with respect to benefits and reinstatement rights of employees on military leave.

15.2 Leaves Without Pay:

15.2.1 Family and Medical Leaves:

The College will provide unpaid leave in accordance with the federal and state laws governing family and medical leave (federal Family and Medical Leave Act, California Family Rights Act, and California Pregnancy Disability Leave law.)

15.2.2 Religious Holidays:

Bargaining unit members who observe, as periods of worship or commemoration, certain days that are not included in the College holiday schedule may take time off without pay after providing their supervisor with a one (1) month written notice. Bargaining unit members will arrange, and submit for approval by the supervisor, all details of an altered work schedule during his/her absence.

15.2.3 Sabbatical Leaves:

The College may grant paid or unpaid sabbatical leave to any full-time bargaining unit member who has been a full-time bargaining unit member for at least the last six (6) consecutive years. Such leave is to be used for further professional improvement, which may include such experience as formal study or research in a related field or industrial experience, or informal means of improving one's competence.

Sabbatical leave request shall be made in writing to bargaining unit member's immediate supervisor, and shall be accompanied by a detailed statement of the purpose and plan for which leave is requested. Sabbatical leave may be taken for periods up to six (6) months. Granting of sabbatical leave is the exclusive decision of the College, and granting sabbatical is directly dependent on workloads, budgetary restrictions or limitations, and other prevailing conditions the College deems relevant.

Sabbatical leaves of absence, when approved, are granted in good faith. The bargaining unit member is expected to return to active service with the College when such leave has ended. Following a sabbatical leave of absence with pay, the bargaining unit member shall return to employment as a full-time faculty member for at least one (1) calendar year, or refund compensation received from the College during the leave, if the College so requests.

Following any sabbatical leave, a faculty member shall be able to return to the same course load and assignments he/she had before the sabbatical leave.

15.2.4 General Unpaid Leaves:

Bargaining unit members may be granted unpaid leave for the following reasons: work experience in education, business or industry; service to a professional organization; or advanced study. Leave requests for other reasons may be considered. Requests for unpaid leave will be submitted in writing to the bargaining unit member's supervisor who will respond in writing within ten (10) business days. When leave is granted to the bargaining unit member, his or her position will be held open only during the term of the granted leave.

Article 16-Evaluation

16.1 Purpose of Evaluation

The purposes of the evaluation process are to:

- Identify instructional effectiveness and performance of work responsibility, based on the job duties listed in the agreed upon job description in Appendix C.
- Contribute to faculty growth and productivity.
- Recognize exemplary work and have basis for promotion.
- Ensure sustainable growth of program and institution.
- Document deficiencies and provide plans for improvement/remediation as well as timelines and consequences for failure to improve.

16.2 Function of Evaluation

On an annual basis, during the summer quarter, the Peer Review Committee (PRC) will meet and review the Peer Review Portfolio of all full-time faculty to assess their

performance relative to their job descriptions and the academic and service goals of the faculty and the College. The PRC will review faculty files for their content and perform a meta-analysis of all factors detailed in the CBA, Appendix E: Peer Review Committee.

Using the rubric-based checklist in Appendix E in their review, the PRC will arrive at either a recommendation for promotion to the faculty supervisor when warranted (with application for rank change position on the Step/Rank schedule), or a recommendation for remediation, if so indicated. If their meta-analysis finds anything lacking or needing improvement (“out of compliance” or “unsatisfactory”), that will also be brought to the attention of the appropriate supervisor to discuss with their faculty member for a course correction. The PRC will be evaluating all five (5) elements of the Peer Review Portfolio including:

- Self-evaluation
- Supervisor evaluation (including job knowledge, skills, quality of work, and student course evaluations)
- Professional development
- Scholarly activity
- Service

16.3 The Evaluation Process for Campus Faculty and Radiologists

16.3.1 Data Collection

Data collected shall include classroom observations by immediate supervisor, the Vice President of Academic Affairs (VPAA) or Vice President of Clinical Operations (VPCO) and includes evaluations from supervisor, VPAA or VPCO as well as self-evaluation, and peer review. Bargaining unit members will be notified at least two (2) weeks in advance of the date and time of any classroom observation that will be used for evaluation purposes. The observer shall provide the bargaining unit member with written feedback within five (5) days of the date of the observation. Any observed deficiencies shall not be mentioned or relied upon in the bargaining unit member’s summative report unless they were previously noted in the written feedback with specific recommendations for improvement.

16.3.2 Timelines and Schedule for Review

- The bargaining unit member will be notified at least three weeks in advance that a formal review will take place.
- The evaluation process will be conducted per the schedule below.

<u>Components</u>	<u>Type</u>	<u>Reviewer</u>	<u>Timing</u>
Self-evaluation	Formative	Self	90 days and annually
Supervisor-evaluation			
HR forms	Formative	Dept. Chair	90 days and annually
In-class observation	Formative/Summative	Dept. Chair	2 nd qr. and biannually
Trend analysis of Student Course Evaluations	Formative/Summative	Dept. Chair	Annually

Collective Bargaining Agreement—LCCW and LCCWFF, AFT Local 6538, AFL-CIO

Annual Summative Report	Summative	Self	Annually
Peer Review of Portfolio	Summative	Committee	Annually

16.4 The Evaluation Process for Health Center Faculty

16.4.1 Data Collection

Data collected shall include observations by immediate supervisor, and includes evaluations from supervisor, VPCO, quality assurance faculty, as well as self-evaluation and peer review. Bargaining unit members will be notified at least two (2) weeks in advance of the date and time of any observation that will be used for evaluation purposes. The observer shall provide the bargaining unit member with written feedback within five (5) days of the date of the observation. Any observed deficiencies shall not be mentioned or relied upon in the bargaining unit member's summative report unless they were previously noted in the written feedback with specific recommendations for improvement.

16.4.2 Timelines and Schedule for Review

- The bargaining unit member will be notified at least three weeks in advance that a formal review will take place.
- The evaluation process will be conducted per the schedule below.

<u>Components</u>	<u>Type</u>	<u>Reviewer</u>	<u>Timing</u>
Self-evaluation	Formative	Self	90 days and annually
Supervisor-evaluation			
HR forms	Formative	VPCO	90 days and annually
Observation	Formative/Summative	VPCO	2 nd qr. and biannually
Trend analysis of	Formative/Summative	VPCO	Annually
Student Course Evaluations			
Annual Summative Report	Summative	Self	Annually
Peer Review of Portfolio	Summative	Committee	Annually

16.5 The Evaluation Process for Librarians

16.5.1 Data Collection

Data collected shall include evaluations from supervisor, VPAA, as well as self-evaluation and peer review.

16.5.2 Timelines and Schedule for Review

- The bargaining unit member will be notified at least three weeks in advance that a formal review will take place.
- The evaluation process will be conducted per the schedule below.

<u>Components</u>	<u>Type</u>	<u>Reviewer</u>	<u>Timing</u>
Self-evaluation	Formative	Self	90 days and annually
Supervisor-evaluation			
HR forms	Formative	Dept. Chair	90 days and annually

Collective Bargaining Agreement—LCCW and LCCWFF, AFT Local 6538, AFL-CIO

Annual Summative Report	Summative	Self	Annually
Peer Review of Portfolio	Summative	Committee	Annually

16.6 Performance Review

16.6.1 If there is a concern at any time, the supervisor should initiate a written plan for improvement with timelines for improvement and provide appropriate support for the bargaining unit member to make recommended improvement. If the concern involves educational effectiveness, the supervisor may enlist the aid of the DAFEE, VPCO, and/or VPAA to develop an Educational Effectiveness Plan (EEP). The EEP and timeline will be established and agreed upon by the bargaining unit member, their supervisor, the DAFEE and/or VPAA.

16.6.2 Follow-up on any suggested improvement will be addressed per the timelines designated in the written plan for improvement.

16.6.3 The formal Performance Review Report will be ready for review by bargaining unit member no later than four (4) weeks after observation.

16.6.4 Faculty member will sign the Performance Review Report acknowledging its receipt and discussion thereof. The Faculty Member has the right to attach a rebuttal within ten (10) days.

16.7 Ratings:

16.7.1 Job duties and responsibilities will have ratings of (5) Exceptional, (4) Exceeds Expectations, (3) Meets expectations, (2) Out of Compliance, and (1) Unsatisfactory.

16.7.2 All ratings other than Meets Expectations, including Exceptional and Exceeds Expectations, requires written explanation.

16.8 Recommendation for Improvement

16.8.1 Consequences of “Out of Compliance” or “Unsatisfactory” rating:

The faculty member and the immediate supervisor will establish an improvement plan within two weeks of the evaluation if there are any ratings of “Out of Compliance” or “Unsatisfactory”.

16.8.2 Elements of Improvement Plan

The plan should address areas that need improvement, indicators that the faculty member can meet to show improvement including minimum threshold, and have a reasonable timeline not to exceed six months.

16.8.3 Supports for Improvement Plan

The plan should include needed supports to be provided by the College in order for it to be successful.

16.8.4 Failure to Improve

If the supervisor determines that the bargaining unit member has not successfully shown improvement after the timeline has concluded, a final written warning will be given.

16.8.5 Consistent Advancement through a Rank

The goal of each faculty member is to meet or exceed expectations in the various aspects of their job performance, including the pursuit of Professional Development, Scholarly Activity and Service. During the step movement through any one rank, there may be years when an evaluation reveals aspects of one's performance that are either Out of Compliance or Unsatisfactory. In consultation and discussion with one's supervisor, an improvement plan will be developed to bring performance up to the Meets Expectations level or greater within a six-month period. Each faculty member who has an overall rating of Meets Expectations or better, and no "unsatisfactory" ratings in the various aspects of their job performance, will rise in step annually throughout a rank. Each faculty member who has an overall rating of below Meets Expectations, or one or more "unsatisfactory" ratings in the various aspects of their job performance, will rise in step upon the faculty member successfully showing improvement within the timeline established under section 16.8.2 of this Agreement. Each faculty member who has an overall rating of below Meets Expectations, or one or more "unsatisfactory" ratings in the various aspects of their job performance, who does not successfully show improvement within the timeline established under section 16.8.2 of this Agreement will forgo their rise in step for that year. At the point of rank change, signifying promotion to a new rank, all work shall be brought to at least a Meets Expectations level and any improvement plans shall be completed to the satisfaction of the PRC and the faculty member's supervisor(s) prior to a recommendation for promotion.

16.9 Educational Effectiveness

As the College moves towards an electronic performance management system and e-portfolio system, it will provide the training and resources necessary for successful implementation and participation by bargaining unit members.

Article 17-Professional Development, Scholarship and Service

The College and the Federation agree that Professional Development is important to the continued growth and excellence for the Bargaining Unit Members, College, Students, and Profession. To that end, the College will set aside funds for Bargaining Unit Members to use (upon approval from their supervisor, in consultation with the VPAA or the VPCO) for Professional Development.

Bargaining unit members will participate in professional development as planned by the Faculty Development Committee and/or VPCO. The dates for these development days will be determined and announced a minimum of one quarter in advance where possible.

Campus full-time faculty are required to attend sixteen (16) hours of faculty development sessions per year (other than faculty seminar lunch time sessions), which may be broken into full or half days. The sessions will be held during the eleven weeks of the academic quarter.

Health Center full-time faculty are required to attend sixteen (16) hours of faculty development sessions per year planned and announced specifically to include health center faculty.

Adjunct faculty will attend two (2) faculty development sessions per year. They will receive advance notification of required development days, and will be paid according to the adjunct salary schedule.

17.1 Individual Funds

The College will provide up to one thousand five hundred dollars (\$1500.00) per full time bargaining unit member per fiscal (July 1-June 30) year for Professional Development activities, including but not limited to professional conference registration and travel fees, and continuing education classes. This includes attendance at the ACC-RAC. These funds are in addition to college sponsorship of faculty who present at professional conferences and/or who pursue education or certification at their supervisor's request.

Individual Funds will be disbursed upon the following conditions:

- Activities/conferences/coursework is directly related to the performance of the bargaining unit member's job at the College.
- Prior written approval (email will suffice) of the supervisor is required, along with submission of proof of attendance or course completion.
- A bargaining unit member will be given paid release time to attend approved professional conferences.

Full-time bargaining unit members may receive additional reimbursement for Professional Development activities with approval of the Provost or his/her

designee. Adjunct bargaining unit members may receive reimbursement for Professional Development activities with approval of the Provost or his/her designee.

17.2 Scholarship

There are two models for scholarship: Educational Research and Clinical Research. Research and scholarly activity will be supported by DAEE/CELTT and the Research Department.

17.2.1 Educational Research

- Creation of Faculty Research Communities with blocks of time scheduled each week for joint time to conduct team research and supply peer support for individual projects with institutional support from the CELTT.
- The outcome is a presentation (platform or poster) at a professional conference every four (4) years for campus faculty.
- Submissions that are rejected will be counted towards progress.
- The expectation is that peer reviewers' comments will be incorporated and resubmitted at a later date.
- Faculty members who create a small learning group will work together one (1) hour per week. This day and time will remain as a priority on the schedule where possible.
- Meetings will be held in the CELTT with coaching provided by DAEE and staff.
- The College will provide support by implementing a structured program developed by the DAEE which provides a framework to guide the full-time faculty member from project inception through conference presentation.
- Progress toward presentation submission will be tracked as annual evidence of work toward scholarship.
- A tracking mechanism will be developed and kept within the CELTT.
- All work will be documented in an e-portfolio.

17.2.2 Clinical Research

- Faculty working on clinical or other IRB-approved projects with the research department will be exempt from the above, but will demonstrate progress during their evaluation cycle.
- The outcome is a presentation (platform or poster) at a professional conference every four (4) years for campus faculty.
- Alternatively, for a Health Center faculty member, the outcome may be the completion of a case study every four (4) years that is developed for use in the Clinical Case of the Week (ClinCOW) program or other campus courses.
- Submissions that are rejected will be counted toward progress.
- The expectation is that peer reviewers' comments will be incorporated

and resubmitted at a later date.

- Faculty involved in clinical research will receive assistance and support from the research department from project development through conference presentation.
- All work will be documented in an e-portfolio.

17.3 Service

Life West has long benefitted from faculty engagement in service activities both within the College and the greater community. The faculty are expected to document annually a minimum of two service activities on their summative report. Service opportunities include but are not limited to: Shared governance (Faculty Senate and Federation Leadership), community outreach (over and above required hours/contact), volunteering at College events such as graduation, the WAVE, and Spring for Life, serving as faculty advisor for student groups, and conducting reviews for competency exams.

17.4 Technology Training

The College will provide training on the use of online, hybrid, and digital technology resources and systems used by the College. Faculty shall participate in required training.

Article 18- Initial Step and Rank Placement

18.1 Initial Step and Rank of Campus Faculty, Health Center Faculty, and Radiologists

The VPAA, VPCO, or his or her designee, in consultation with the appropriate immediate supervisor, after a joint review of the application and supporting documents, shall establish the initial determination of step and rank according to the following criteria:

18.1.1 Instructor

- For the DCP terminal degree (DC, DO, MD, NMD, PhD, EdD)
- Less than two (2) years of teaching experience at a higher education institution or relevant clinical experience.
- For possible future programs, the terminal degree will be determined based on the new program requirements.

18.1.2 Assistant Professor

- For the DCP terminal degree (DC, DO, MD, NMD, PhD, EdD), or master's degree (for current faculty not holding a terminal degree prior to terminal degree requirement for employment)

- At least two (2) years of higher education teaching experience or relevant clinical experience.
- Evidence of annual contribution to scholarship and service to the profession and/or College.
- For possible future programs, the terminal degree will be determined based on the new program requirements.

18.1.3 Associate Professor

- For the DCP terminal degree (DC, DO, MD, NMD, PhD, EdD), or master's degree (for current faculty not holding a terminal degree prior to terminal degree requirement for employment)
- At least four (4) years of higher education teaching experience or relevant clinical experience.
- Evidence of annual contribution to scholarship and service to the profession and/or College.
- For possible future programs, the terminal degree will be determined based on the new program requirements.

18.1.4 Professor

- For the DCP terminal degree (DC, DO, MD, NMD, PhD, EdD), or master's degree (for current faculty not holding a terminal degree prior to terminal degree requirement for employment)
- At least eight (8) years of higher education teaching experience or relevant clinical experience.
- Evidence of annual contribution to scholarship and service to the profession and/or College.
- For possible future programs, the terminal degree will be determined based on the new program requirements.

18.2 Initial Step and Rank of Librarians

The VPAA or his or her designee, in consultation with the appropriate immediate supervisor, after a joint review of the application and supporting documents, shall establish the initial determination of step and rank according to the following criteria:

18.2.1 Assistant Librarian

- Master's Degree in Library Science
- At least two (2) years of higher education library experience.

- Evidence of annual contribution to scholarship and service to the profession and/or College.

18.2.2 Associate Librarian

- Master's Degree in Library Science
- At least four (4) years of higher education library experience.
- Evidence of annual contribution to scholarship and service to the profession and/or College.

18.2.3 Senior Librarian

- Master's Degree in Library Science
- At least eight (8) years of higher education library experience.
- Evidence of annual contribution to scholarship and service to the profession and/or College.

18.3 Break in Service/Rehire

A bargaining unit member who has a break in service and is rehired will come in at not less than the rank and step of their last year of service to the College. If the bargaining unit member has, in the interim, gained relevant experience, he or she may apply to be re-ranked or re-stepped.

18.4 Change in Employment Status

A bargaining unit member who transitions from full-time to adjunct will not retain their full-time ranking status. However, if a full-time Professor transitions from full-time to adjunct then that faculty member shall retain the title "Professor." An Adjunct bargaining unit member who successfully applies for a full-time position will be initially ranked according to the language in Article 18. If a bargaining unit member who has been full-time and had taken an adjunct position returns to full-time, they will be ranked at least at the same rank achieved when they moved to the adjunct position. An adjunct bargaining unit member who is accepted into a full-time bargaining unit position shall be awarded step credit according to the following: one (1) step for every four (4) years of adjunct service at the College.

Article 19-Promotion

19.1 Promotion in Rank:

19.1.1 Bargaining unit members will move annually from one step to another within a rank provided they meet the minimal requirements according to the evaluation rubric (see 16.8.5 Consistent Advancement through a Rank). At transitions in rank, the bargaining unit member will apply for promotion and must

demonstrate that they have met the requirements for promotion. The peer review committee will review the application and make a recommendation for promotion or not promotion to the immediate supervisor.

19.1.2 The Peer Review Committee will meet annually, in the Summer Quarter, to consider bargaining unit members who have applied for promotion, and formulate a recommendation to the candidate's immediate supervisor, who will make a decision in consultation with the VPAA or VPCO regarding promotion.

19.1.3 Review by Peer Review Committee:

During the annual evaluation of bargaining unit members' portfolios, the Peer Review Committee will review all full-time bargaining unit members, including those who have applied for promotion. For those who have applied for promotion, the Peer Review Committee will either recommend promotion to the next level or, if denied, communicate the reason(s) for the decision to the immediate supervisor.

19.1.4 The Peer Review Committee

- A. A Peer Review Committee (PRC) of six (6) faculty members plus a Chair will be constituted in the following way:
 - a. The Committee Chair (a department chair) selected by the VPAA, who will be a non-voting member, whose primary job will be to act as an administrator, and will have a two (2) year term. Details of this position are in Appendix E: Peer Review Committee.
 - b. One member selected by the Federation (this can be a current member of the Federation executive board)
 - c. Five members selected by the Faculty Senate including at least two from the Health Center faculty and two from the Campus faculty.
 - d. These members will serve overlapping two-year terms in order to maintain continuity.
- B. The PRC Chair will share a copy of the committee roster with the Federation.

19.1.5 Recommendations for promotions from the Peer Review Committee are taken to the candidate's supervisor for consideration within two (2) weeks of its final annual meeting.

19.1.6 Review

If the VPAA/VPCO is in agreement with the promotion recommendations from the supervisor, the VPAA/VPCO, or their designee, will notify the bargaining unit member in writing as soon as administratively feasible but within no more than four (4) weeks of receipt of the recommendation.

19.1.7 If the VPAA/VPCO does not agree with the supervisor's recommendations, they will meet with the committee as soon as administratively feasible but within no more than four (4) weeks from receipt of the recommendation.

19.1.8 The immediate supervisor will notify the bargaining unit member in writing within one (1) week of that meeting of the final decision.

19.1.9 If the bargaining unit member is not recommended for promotion, the immediate supervisor will meet with the bargaining unit member to discuss the area(s) of deficiency and create a plan for improvement and identify supports to be provided by the College over the next year.

19.2 Criteria for Eligibility for Rank Advancement for Campus Faculty, and Radiologists:

19.2.1 Promotion from Instructor to Assistant Professor:

To be eligible for promotion consideration, the applicant has:

- accumulated a total of at least two (2) years of academic experience and/or clinical teaching experience,
- satisfactorily completed any assigned improvement plans, and
- had no Level Two or Level Three corrective actions in the previous two (2) year period immediately prior to their promotion application date.
- provided evidence of having advanced and/or applied new skills and knowledge related to innovation in teaching and learning
- contributed annually to the College through scholarly pursuits, as per the evaluation rubric
- participated annually in professional development as per the evaluation rubric
- contributed annually to the advancement of the profession, College, or the Health Center through service.
- received at least “Meets Expectations” in all categories of annual review by supervisor and peer reviews

19.2.2 Promotion from Assistant Professor to Associate Professor:

To be eligible for promotion consideration, the applicant has:

- accumulated a total of at least four (4) years of academic experience and/or clinical teaching experience,
- satisfactorily completed any assigned improvement plans, and
- had no Level Two or Level Three corrective actions in the previous two (2) year period immediately prior to their promotion application date.
- provided evidence of having advanced and/or applied new skills and knowledge related to innovation in teaching and learning
- contributed annually to the College through scholarly pursuits, as per the evaluation rubric
- participated annually in professional development as per the evaluation rubric
- contributed annually to the advancement of the profession, College, or the Health Center through service.
- received at least “Meets Expectations” in all categories of annual review

by supervisor and peer reviews

19.2.3 Promotion from Associate Professor to Professor:

To be eligible for promotion consideration, the applicant has:

- accumulated a total of at least eight (8) years of academic experience and/or clinical teaching experience, satisfactorily completed any assigned improvement plans,
- satisfactorily completed any assigned improvement plans, and
- had no Level Two or Level Three corrective actions in the previous two (2) year period immediately prior to their promotion application date.
- provided evidence of having advanced and/or applied new skills and knowledge related to innovation in teaching and learning
- contributed annually to the College through scholarly pursuits, as per the evaluation rubric
- participated annually in professional development as per the evaluation rubric
- contributed annually to the advancement of the profession, College, or the Health Center through service.
- received at least “Meets Expectations” in all categories of annual review by supervisor and peer reviews

19.2.4 Expectations of a Professor

A bargaining unit member who has attained the rank of professor has the following obligations:

- no Level Two or Level Three corrective actions
- provide evidence of having advanced and/or applied new skills and knowledge related to innovation in teaching and learning
- contribute annually to the College through scholarly pursuits, as per the evaluation rubric
- participated annually in professional development as per the evaluation rubric
- contribute annually to the advancement of the profession, College, or the Health Center through service.
- receive at least “Meets Expectations” in all categories of annual review by supervisor and peer reviews

19.3 Criteria for Eligibility for Rank Advancement for Health Center Faculty:

19.3.1 Promotion from Instructor to Assistant Professor

To be eligible for promotion consideration, the applicant has:

- accumulated a total of at least two (2) years of clinical teaching experience,
- satisfactorily completed any assigned improvement plans,
- had no Level Two or Level Three corrective actions in the previous two (2) year period immediately prior to their promotion application date,

- completed all required intern assessments in a timely manner,
- demonstrated professional and ethical standards as defined in the Health Center Policy and Procedural Manual,
- participated annually in scholarship efforts as per the evaluation rubric,
- participated annually in professional development as per the evaluation rubric,
- contributed annually to the advancement of the profession, College, or the Health Center through service,
- received at least “Meets Expectations” in all categories of annual review by supervisor and peer reviews.

19.3.2 Promotion from Assistant Professor to Associate Professor

- accumulated a total of at least four (4) years of clinical teaching experience,
- satisfactorily completed any assigned improvement plans,
- had no Level Two or Level Three corrective actions in the previous two (2) year period immediately prior to their promotion application date,
- completed all required intern assessments in a timely manner,
- demonstrated professional and ethical standards as defined in the Health Center Policy and Procedural Manual,
- participated annually in scholarship efforts as per the evaluation rubric,
- participated annually in professional development as per the evaluation rubric,
- contributed annually to the advancement of the profession, College, or the Health Center through service,
- received at least “Meets Expectations” in all categories of annual review by supervisor and peer reviews.

19.3.3 Promotion from Associate Professor to Professor

- accumulated a total of at least eight (8) years of clinical teaching experience,
- satisfactorily completed any assigned improvement plans,
- had no Level Two or Level Three corrective actions in the previous two (2) year period immediately prior to their promotion application date,
- completed all required intern assessments in a timely manner,
- demonstrated professional and ethical standards as defined in the Health Center Policy and Procedural Manual,
- participated annually in scholarship efforts as per the evaluation rubric,
- participated annually in professional development as per the evaluation rubric,
- contributed annually to the advancement of the profession, College, or the Health Center through service,
- received at least “Meets Expectations” in all categories of annual review by supervisor and peer reviews.

19.3.4 Expectations of a Professor

- no Level Two or Level Three corrective actions.
- complete all required intern assessments in a timely manner,
- demonstrate professional and ethical standards as defined in the Health Center Policy and Procedural Manual,
- participate annually in scholarship efforts as per the evaluation rubric,
- participate annually in professional development as per the evaluation rubric,
- contribute annually to the advancement of the profession, College, or the Health Center through service,
- receive at least “Meets Expectations” in all categories of annual review by supervisor and peer reviews.

19.4 Criteria for Eligibility for Rank Advancement for Librarians:

19.4.1 Promotion from Assistant Librarian to Associate Librarian:

To be eligible for promotion consideration, the applicant has:

- accumulated a total of at least four (4) years of library experience,
- satisfactorily completed any assigned improvement plans, and
- had no Level Two or Level Three corrective actions during the two (2) year period immediately prior to their promotion application date.
- provided evidence of having advanced and/or applied new skills and knowledge relative to the components of their bargaining unit position description,
- contributed annually to the College through scholarly pursuits as per the evaluation rubric,
- participated annually in professional development as per the evaluation rubric,
- contributed annually to the advancement of the profession and/or College through service.
- received at least “Meets Expectations” in all categories of annual review by supervisor and peer reviews

19.4.2 Promotion from Associate Librarian to Senior Librarian:

To be eligible for promotion consideration, the applicant has:

- accumulated a total of at least eight (8) years of library experience,
- satisfactorily completed any assigned improvement plans, and
- had no Level Two or Level Three corrective actions during the four (4) year period immediately prior to their promotion application date.
- provided evidence of having advanced and/or applied new skills and knowledge relative to the components of their bargaining unit position description,
- contributed annually to the College through scholarly pursuits as per the evaluation rubric,

- participated annually in professional development as per the evaluation rubric,
- contributed annually to the advancement of the profession and/or College through service.
- received at least “Meets Expectations” in all categories of annual review by supervisor and peer reviews

19.4.3 Expectations of a Senior Librarian

A bargaining unit member who has attained the rank of Senior Librarian has the following obligations:

- no Level Two or Level Three corrective actions
- provide evidence of having advanced and/or applied new skills and knowledge related to innovation in teaching and learning
- contribute annually to the College through scholarly pursuits, as per the evaluation rubric
- participated annually in professional development as per the evaluation rubric
- contribute annually to the advancement of the profession, College, or the Health Center through service.
- receive at least “Meets Expectations” in all categories of annual review by supervisor and peer reviews

19.5 Application Process

To apply for promotion to the next rank, a bargaining unit member must submit the following to the current Peer Review Portfolio and to PRC chair:

- a Letter of Intent including a plan that describes how the bargaining unit member will meet the requirements of the next rank,
- an updated CV,
- a review of the last four years of educational service including evidence for scholarship, professional development, and service as defined in the CBA as required for promotion,
- a recommendation from the immediate supervisor,
- at least two other professional recommendations.

Article 20-Compensation

20.1 Salary Schedules

The full-time and adjunct salary schedules for 7/1/21-6/30/22, 7/1/22-6/30/23, and 7/1/23-6/30/24 are found in Appendix A.

The Salary Schedules will be increased by 1.5% effective 7/1/21, 2% effective 7/1/22, and 2.5% effective 7/1/23.

Effective 7/1/21, steps 9, 10, and 11 shall be added to the adjunct salary schedule as provided in Appendix A. Adjuncts at Step 8 who have completed at least five (5) years of service as of 7/1/21 shall be placed at Step 9 effective 7/1/21. Adjuncts at Step 8 who have completed at least ten (10) years of service as of 7/1/21 shall be placed at Step 10 effective 7/1/21. Adjuncts at Step 8 who have completed at least fifteen (15) years of service as of 7/1/21 shall be placed at Step 11 effective 7/1/21. Adjuncts placed at Step 9, 10, or 11 under this provision shall retain their anniversary date for purposes of step advancement.

20.2 Salary schedule, ranking and placement guiding principles:

- Compensation will reflect the cost of living in the Bay Area.
- The Federation and the College have a shared interest in attracting and retaining the best faculty possible.
- Life West will have the highest quality chiropractic college faculty in the United States.
- Ranking placement will occur based on guidelines outlined in Article 18.

20.3 Publishing

The stipend for having an article published in a peer-reviewed journal will be as follows:

	Original Data Reports (i.e. explanatory, observational, and experimental research, both quantitative and qualitative)	Descriptive Reports (i.e. case study, case series, literature review, et cetera)
Indexed Journals	\$3750	\$2250
Peer-reviewed journals	\$2500	\$1500

20.4 One-time stipend for advanced degree/Diplomate:

Current bargaining unit members who have achieved a Diplomate, Master's or PhD or other doctorate above and beyond the primary qualifications of employment will receive a one-time stipend according to the following; and bargaining unit members who achieve or have achieved while employed a Diplomate, Master's, or PhD or other doctorate above or beyond the primary qualifications of employment will receive a one-time stipend according to the following:

- A. A faculty member will receive a one-time stipend of +2% of salary for a Diplomate.
- B. A faculty member will receive a one-time stipend of +3% of salary for a Master's Degree.

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- C. A faculty member will receive a one-time stipend of +4% of salary for a PhD or other Doctorate.

20.5 Substitute Coverage

Bargaining unit members, including full-time bargaining unit members, who provide substitute coverage for any class or other Health Center learning activity will be paid at the Adjunct salary rate at their proper rank/step.

20.6 Longevity

After five (5) years on Step 12, a bargaining unit member will receive a salary increase of 4%. After ten (10) years on Step 12, a bargaining unit member will receive a salary increase of another 4%. Years on Step 12 will be counted from October 1, 2014.

20.7 Health Center Mentor Overload

Health Center Mentors accepting more than twenty-two (22) interns into their practice will receive \$100 per month per intern over 22.

20.8 Cell Phone

Health Center faculty will receive forty dollars (\$40) per month for cell phone expenses.

20.9 Home Internet Service

Effective upon ratification of this Agreement, campus faculty will receive a one-time payment of \$120 to reimburse them for home internet expenses incurred between March 16, 2020 and June 15, 2020. Going forward, campus faculty will receive \$40 per month for home internet expenses for any month or portion thereof that they are required to work from home.

Article 21-Benefits

21.1 Benefits

21.1.1 College Monthly Contribution

The College provides health benefits for full time bargaining unit members at the following rates:

	Anthem HMO Core Option (Value HMO)	Anthem HMO Enhanced Option (Classic HMO)	Anthem PPO
Employee Only	96%	83%	76%

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Employee + Spouse	90%	82%	75%
Employee + Child(ren)	90%	80%	75%
Employee + Family	90%	80%	75%

If a health plan is discontinued, the employee contribution for the plan that replaces it will be no more than the percentage contributed by the bargaining unit member under the discontinued plan.

21.1.2 Employee Monthly Contribution

Depending on which plan and level of coverage is selected by the bargaining unit member, the bargaining unit member shall have his/her necessary contribution to the monthly premiums deducted from his/her paycheck in equal installments on a pre-tax basis.

21.1.3 Opt-out

Bargaining unit members who receive insurance from another source and opt out of the College's coverage will receive a monthly stipend of \$350.

21.2 Flexible Spending Benefit Plan

Regular full-time bargaining unit members may participate in Section 125 Cafeteria Plans that provide pre-tax pay deductions which may be used for various expenses including health care deductibles, medical, and dental expenses not covered by insurance, and dependent care expenses.

21.3 Life Insurance:

Regular full-time bargaining unit members shall be offered life insurance coverage equal to two times the bargaining unit member's annual base salary up to a maximum benefit of \$450,000.00. This benefit is paid for entirely by the College.

21.4 Accidental Death and Dismemberment

A separate and additional benefit up to the amount of the life insurance benefit stated herein will be provided for accidental death and dismemberment. This benefit is paid for entirely by the College.

21.5 Optional Life Insurance:

The College offers full-time bargaining unit members the opportunity to purchase additional term life insurance at group rates. Age and the amount of coverage purchased determine the cost. A bargaining unit member must be enrolled in the optional life insurance in order to enroll a spouse or child(ren).

21.6 Short-Term Disability:

The College's Short Term Disability supplement pays the difference between the State Disability Insurance benefit and 66-2/3% of a full-time bargaining unit member's regular salary up to a maximum of \$2308/week up to a maximum of one

hundred eighty (180) days.

21.7 Long-Term Disability:

Regular full-time bargaining unit members shall be provided with long-term disability insurance. Premiums are paid entirely by the College. This insurance helps to protect the bargaining unit member against loss of income due to a qualifying disability. The plan's monthly benefit is (66-2/3%) of the bargaining unit member's basic monthly earnings maximum of \$12500/month reduced by benefits payable by other sources, up to a defined maximum monthly benefit. The plan starts paying eligible bargaining unit members after one hundred eighty (180) days of disability as defined by the plan.

21.8 Employee Assistance Program (EAP):

The Employee Assistance Program (EAP) is an employer-sponsored benefit, which is intended to provide confidential assessment, short-term counseling, referral and follow-up services to help employees and members of the employee's immediate family resolve personal problems. "Immediate family member" for purposes of this benefit is defined as an employee's spouse or domestic partner and child(ren).

21.9 Care at College Facilities

All bargaining unit members will receive no charge chiropractic care at the College Health Center.

21.10 Dependents Tuition Scholarship

Full-time bargaining unit members' and their dependents who meet the requirements for admission to the College will receive Tuition waivers at the College.

Article 22-401k Savings Plan

22.1 Savings Plan

The College will provide bargaining unit members who are over 21 years old and have thirty (30) days of continuous service with the College with a 401k plan. The College will contribute to such bargaining unit members' accounts in accordance with the following, and consistent with the terms of the Plan document. Such document will be incorporated by reference into the Agreement.

22.2 Matching Contribution

The College will make a non-discretionary contribution of 50% of the first 6% of compensation that the bargaining unit member contributes to the plan. The College matching contribution will not exceed 3% of eligible compensation.

Article 23-Savings Clause

If any part of this Agreement is rendered or declared invalid by the final judgment of a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect. The parties will meet not later than thirty (30) days after either notifies the other of any such judgment for the purpose of renegotiating to mutual agreement any affected working condition or section of the Collective Bargaining Agreement.

Article 24-Maintenance of Standards

For the duration of the Agreement, the College will maintain not less than the working conditions and practices in place upon ratification of the Agreement.

Article 25-Entirety and Modification

25.1 Entirety

The College and the Federation acknowledge that this document contains the entire agreement of the parties and that they had full opportunity during negotiations to make any demands and proposals. There is no obligation on either party during the life of the agreement to bargain collectively with respect to any matter, whether included or not included in this agreement, except as provided in this agreement.

25.2 Appendices

Appendices, excluding Appendix A (Full Time and Adjunct Salary Schedules for 7/1/18-6/30/19, 7/1/19-6/30/20, and 7/1/20-6/30/21), may be modified by mutual agreement of the parties without re-opening this Collective Bargaining Agreement.

Article 26-Duration

26.1 Duration

The term of this Collective Bargaining agreement shall be from July 1, 2021 through June 30, 2024.

26.2 Compensation Implementation

Changes in compensation will be retroactive to July 1, 2021.

26.3 Re-openers

If, during the term of this Agreement, the College and the Federation mutually agree that any Article needs re-examining, the parties will re-open negotiations on that Article.

26.4 Job Descriptions

The parties agree to continue to meet and confer over revisions to job descriptions proposed during negotiations separately from CBA negotiations. Any changes shall be by mutual agreement between the parties.

Article 27-Concerted Activity

27.1 During the life of this Agreement, bargaining unit members shall not engage in strikes.

27.2 During the life of this Agreement, the College shall not lock out bargaining unit members.

Article 28-Intellectual Property

28.1 The College encourages the intellectual scholarship and academic creativity of faculty members as an inherent part of the educational mission of the College. To that end, this Article seeks to protect and promote the traditional academic freedom of the College's faculty in matters of intellectual property, and to balance the interests of faculty and the College reasonably and fairly in establishing ownership rights to intellectual property that has been created.

28.2 Definitions

The following definitions shall apply to this Article:

28.2.1 "Intellectual property" includes "Works" and "Inventions".

28.2.2 A "Work" is any material which is eligible for copyright protection, including, but not limited to, books, articles, reviews, instructional materials (eg. syllabi, lectures, course notes, student exercises, laboratory manuals, multimedia programs, tests, etc.), fictional or non-fictional narratives, analyses, (eg. scientific, logical, opinion or criticism), works of art or design, photographs or films, video or audio recordings, computer software. A work may be recorded in any enduring medium

(eg. print, film, or digital media, etc.), or in any electronically mediated form (eg. video or audio broadcast, html transmissions, or e-mail attachments), or may exist in any tangible form.

28.2.3 An "Invention" is any creation, improvement, development, idea, discovery, process, method or product, whether patentable or unpatentable, including, but not limited to, a device, design, model, or composition of matter.

28.2.4 A "College-commissioned Work" is an original work or invention prepared by a faculty member at the explicit request of the College outside of the usual job description (i.e., a "Work for Hire"). Traditional academic work (e.g., course notes, syllabi, books, articles, etc.) is not considered a "College-commissioned work" or a "work for hire" and is owned by the faculty member who created it.

28.2.5 A "copyright" is a narrow form of intellectual property protection. It protects only the fixed expression of an idea, not the idea itself. The federal copyright law provides that most original works of authorship are protected by copyright automatically when they are fixed in tangible form. The holder of copyright to a work has the exclusive right to copy or perform the work or to publish derivative works based on the original.

28.2.6 A "patent" is the grant of a property right to the inventor that excludes others from making, using, offering for sale, or selling an invention in the United States or importing the invention into the United States. Patentable works include, but are not limited to inventions, creations and any and all things patentable under the patent laws of the United States or any foreign government, as amended. Materials of commercial value are any materials which the College, in its sole discretion, determines to have commercial value.

28.2.7 "Ownership" is all legal rights, title and interest in a work or invention and includes royalties or any other form of compensation derived from the work or invention.

28.3 Ownership and Related Rights of Faculty Members:

28.3.1 Ownership of copyrights or patents for a work or invention developed by a faculty member outside his/her normal teaching, scholarly or employment activities, when the work or invention is not a College-commissioned work, shall belong exclusively to the faculty member.

28.3.2 Ownership of copyrights or patents for a work or invention developed by a faculty member during his/her normal teaching, scholarly or employment activities, including professional development leave, when the work or invention is not a College-commissioned work, shall belong exclusively to the faculty member.

28.3.3 Ownership of copyrights or patents for a work or invention developed by a faculty member either outside or during his/her normal teaching, scholarly or employment activities, including professional development leave, when the faculty member has utilized or relied upon College facilities, equipment or support services to a substantial degree (i.e. beyond the usual support generally available to similarly situated employees, such as customary secretarial support, library facilities, office space, personal computers, access to computers and networks, and academic year salary), or has received reassigned time or a stipend for the express purpose of development of the work or invention, and the work or invention is not a College-commissioned work, shall belong to the faculty member.

28.3.4 The College shall retain a non-exclusive, non-transferable royalty-free license to use any work or invention created by the faculty member in Sections 28.3.1, 28.3.2, and 28.3.3, which was used at the College by the faculty member including but not limited to class notes, Power Point, or other materials. The College may post the work or invention on any forum used to deliver class instruction including but not limited to Canvas. The College will only use the materials in deliverance of the core curriculum during and after the faculty member's employment with the College. Such license may be terminated by the faculty member upon twenty (20) weeks' written notice to the College.

28.3.5 Upon the death of a faculty member, ownership as set forth in this section shall be transferred to the faculty member's heirs or estate.

28.4 Ownership and Related Rights of the College:

28.4.1 If the College contracts with a faculty member for the express purpose of creating a College-commissioned work (i.e., a "Work for Hire") or an institutional effort, ownership of copyrights or patents shall reside in the College. In such cases, the faculty member and the College shall enter into a formal agreement setting forth the terms of the College commission, and the faculty member shall be apprised of the College's right to ownership of the copyright or patent.

28.4.2 If the College wishes to broadcast any classroom, laboratory, or other instructional activity outside of the Canvas forum or any other remote learning forum used by the College for regular classroom instruction, it shall first obtain the permission of the faculty member. Before the College may enter into an agreement for commercial redistribution of broadcast instructional activity performed by a faculty member as part of his/her employment with the College, the College shall first obtain the written permission of the faculty member. Ownership of copyright shall reside in the College for any College-commissioned work.

28.4.3 The College may record any classroom, laboratory, or other instructional activity if the faculty member has been notified in advance of the recording and has been provided with the necessary training and equipment. Ownership and licensure of copyrights or patents for this work is governed by conditions set forth in Section

28.3. The College use of the recording is limited to application within that course and to when the faculty member is employed at the College and is assigned to that course. If the College uses the recording during a faculty member's unpaid leave of absence, the faculty member will receive a payment equal to fifty percent (50%) of his/her applicable hourly rate. Additional use may be permitted with written authorization from the faculty member.

28.4.4 If the College and a faculty member enter into a separate agreement for a specific project, the right to claim copyright/patent ownership shall be governed by the terms of a negotiated agreement.

28.4.5 Ownership rights related to copyrightable or patentable material produced by a faculty member as a result of a grant shall be governed by the terms of the grant established by the grantor. If ownership rights are not specified otherwise, the copyright/patent shall belong to the faculty member.

28.4.6 Responsibility for registration of copyright/patent shall lie with the owner of the copyright/patent.

28.5 Dispute Resolution:

The intellectual property policy will be administered by the Dean of Academic Faculty and Educational Effectiveness. Disputes concerning application of this Article shall be resolved by a review panel of three members: a representative of the creator(s), a person designated by the Federation, and the Dean of Academic Faculty and Educational Effectiveness. The decision of the panel may be appealed to arbitration. pursuant to section 8.2.4 of the Agreement.

Appendix A Salary Schedules

Collective Bargaining Agreement—LCCW and LCCWFF, AFT Local 6538, AFL-CIO

The following are the salary schedules for 2021-2022, 2022-2023, and 2023-2024:

7/1/21-6/30/22

Full-time Bargaining Unit Members:

Step/Rank	Radiologists	Campus/Health Center Faculty	Librarians
1 Instructor	NA	\$60,984	NA
2 Instructor	NA	\$64,533	NA
3 Assistant	\$73,182	\$68,081	\$58,878
4 Assistant	\$76,729	\$71,518	\$61,761
5 Associate	\$80,277	\$74,290	\$64,643
6 Associate	\$83,936	\$78,615	\$67,526
7 Associate	\$87,596	\$82,052	\$70,410
8 Associate	\$91,033	\$85,600	\$73,403
9 Professor	\$94,581	\$89,148	\$76,285
10 Professor	\$98,129	\$92,696	\$79,169
11 Professor	\$101,788	\$96,244	\$82,052
12 Professor	\$105,337	\$99,793	\$84,934

Adjunct Bargaining Unit Members:

Step	Hourly Rate
1	\$45
2	\$48
3	\$51
4	\$53
5	\$57
6	\$60
7	\$63
8	\$67
9	\$70
10	\$73
11	\$76

Collective Bargaining Agreement—LCCW and LCCWFF, AFT Local 6538, AFL-CIO

7/1/22-6/30/23

Full-time Bargaining Unit Members:

Step/Rank	Radiologists	Campus/Health Center Faculty	Librarians
1 Instructor	NA	\$62,204	NA
2 Instructor	NA	\$65,823	NA
3 Assistant	\$74,645	\$69,443	\$60,056
4 Assistant	\$78,264	\$72,948	\$62,996
5 Associate	\$81,883	\$75,776	\$65,936
6 Associate	\$85,615	\$80,187	\$68,876
7 Associate	\$89,347	\$83,693	\$71,818
8 Associate	\$92,854	\$87,312	\$74,871
9 Professor	\$96,472	\$90,931	\$77,811
10 Professor	\$100,092	\$94,550	\$80,752
11 Professor	\$103,824	\$98,169	\$83,693
12 Professor	\$107,443	\$101,789	\$86,633

Adjunct Bargaining Unit Members:

Step	Hourly Rate
1	\$46
2	\$49
3	\$52
4	\$54
5	\$58
6	\$61
7	\$64
8	\$68
9	\$71
10	\$75
11	\$78

Collective Bargaining Agreement—LCCW and LCCWFF, AFT Local 6538, AFL-CIO

7/1/23-6/30/24

Full-time Bargaining Unit Members:

Step/Rank	Radiologists	Campus/Health Center Faculty	Librarians
1 Instructor	NA	\$63,759	NA
2 Instructor	NA	\$67,469	NA
3 Assistant	\$76,511	\$71,179	\$61,557
4 Assistant	\$80,220	\$74,772	\$64,571
5 Associate	\$83,930	\$77,670	\$67,585
6 Associate	\$87,756	\$82,192	\$70,598
7 Associate	\$91,581	\$85,785	\$73,613
8 Associate	\$95,175	\$89,495	\$76,743
9 Professor	\$98,884	\$93,205	\$79,756
10 Professor	\$102,594	\$96,914	\$82,771
11 Professor	\$106,420	\$100,623	\$85,785
12 Professor	\$110,130	\$104,333	\$88,799

Adjunct Bargaining Unit Members:

Step	Hourly Rate
1	\$47
2	\$50
3	\$53
4	\$55
5	\$59
6	\$63
7	\$66
8	\$70
9	\$73
10	\$76
11	\$80

Appendix B Evaluation Rubrics

Evaluation Rubric Campus Faculty and Radiologists

Corrective actions in last two years:

None	Level 1	Level 2	Level 3
	Informal oral warning	Written reprimand with corrective action	Increased corrective action up to and including suspension and/or discharge

Minimal expectation: no level two or level three corrective actions in the previous two (2) year period immediately prior to the promotion application date.

Contractual Obligations:

Average teaching load	Appropriate administrative/office hours posted
15 contact hours per week per quarter (660 total for the calendar year)	8 hours total per week, includes 4 office hours

Professional development:

1. Attended an educational/professional conference or other approved development activity
2. Attended at least 16 hours of faculty development

Exceptional	Exceeds expectations	Meets expectations	Out of Compliance	Unsatisfactory
Has completed 1 and 2 and has exceeded the requirements for 1 AND 2	Has completed 1 and 2 and has exceeded the requirements for 1 OR 2	Has completed 1 and 2	Has completed only 1 or 2	Has not completed either 1 or 2.

Scholarship:

Exceptional	Exceeds expectations	Meets expectations	Out of Compliance	Unsatisfactory
Peer reviewed publication	More than one conference presentation in a four-year period	Demonstrate annual progress toward conference presentation (platform or poster) or publication.	Does not demonstrate progress toward conference presentation or publication within one year.	Does not demonstrate progress toward conference presentation or publication within a consecutive two-year period.

Collective Bargaining Agreement—LCCW and LCCWFF, AFT Local 6538, AFL-CIO

Service:

Exceptional	Exceeds expectations	Meets expectations	Out of Compliance	Unsatisfactory
Participation in two or more service activities in the year reviewed having served as a leader in at least one of the activities.	Participation in three or more service activities in the year reviewed.	Participation in two service activities in the year reviewed.	Participation in one service activity in the year reviewed.	No service activities in the year reviewed.

Service opportunities include but are not limited to: Shared governance (Faculty Senate and Federation Leadership), community outreach (over and above required hours/contact), volunteering at College events such as graduation, the WAVE, and Spring for Life, serving as faculty advisor for student groups, and conducting reviews for competency exams.

Overall Rating for Supervisor and Self Evaluation Forms:

Exceptional	Exceeds expectations	Meets expectations	Out of Compliance	Unsatisfactory
no "unsatisfactory: or "out of compliance" ratings with greater than 50% better than "meets expectations", no correctional action taken in last three years	no "unsatisfactory" or "out of compliance" ratings, no correctional action taken in last year, overall rating "exceeds expectations"	Can be no "unsatisfactory" ratings on evaluation, may be some "out of compliance" with overall rating at "meets expectations", no outstanding correctional action	Can be no "unsatisfactory" ratings with average at "out of compliance," may still have outstanding correctional action	Includes "unsatisfactory" ratings and overall rating is below meets expectations

Evaluation Rubric Health Center Faculty

Corrective actions in last two years:

None	Level 1	Level 2	Level 3
	Informal oral warning	Written reprimand with corrective action	Increased corrective action up to and including suspension and/or discharge

Minimal expectation: no level two or level three corrective actions in the previous two (2) year period immediately prior to the promotion application date.

Contractual Obligations:

Teaching load: 35 scheduled hours per week including five administrative hours

Professional development:

1. Attended an educational/professional conference or other approved development activity
2. Attended at least 16 hours of faculty development

Exceptional	Exceeds expectations	Meets expectations	Out of Compliance	Unsatisfactory
Has completed 1 and 2 and has exceeded the requirements for 1 AND 2	Has completed 1 and 2 and has exceeded the requirements for 1 OR 2	Has completed 1 and 2	Has completed only 1 or 2	Has not completed either 1 or 2.

Collective Bargaining Agreement—LCCW and LCCWFF, AFT Local 6538, AFL-CIO

Scholarship:

Exceptional	Exceeds expectations	Meets expectations	Out of Compliance	Unsatisfactory
A case study presented at a professional conference or published in peer reviewed journal.	More than one case study developed in a four-year period.	Has completed a case study every four years for use in CCOW or other campus courses.	Has not produced at least one case study within a four-year period.	Has not produced at least one case study within a five-year period.

Service:

Exceptional	Exceeds expectations	Meets expectations	Out of Compliance	Unsatisfactory
Participation in two or more service activities in the year reviewed having served as a leader in at least one of the activities.	Participation in three or more service activities in the year reviewed.	Participation in two service activities in the year reviewed.	Participation in one service activity in the year reviewed.	No service activities in the year reviewed.

Service opportunities include but are not limited to: Shared governance (Faculty Senate and Federation Leadership), community outreach (over and above required hours/contact), volunteering at College events such as graduation, the WAVE, and Spring for Life, serving as faculty advisor for student groups, and conducting reviews for competency exams.

Collective Bargaining Agreement—LCCW and LCCWFF, AFT Local 6538, AFL-CIO

Overall Rating for Supervisor and Self Evaluation Forms:

Exceptional	Exceeds expectations	Meets expectations	Out of Compliance	Unsatisfactory
no "unsatisfactory: or "out of compliance" ratings with greater than 50% better than "meets expectations", no correctional action taken in last three years	no "unsatisfactory" or "out of compliance" ratings, no correctional action taken in last year, overall rating "exceeds expectations"	Can be no "unsatisfactory" ratings on evaluation, may be some "out of compliance" with overall rating at "meets expectations", no outstanding correctional action	Can be no "unsatisfactory" ratings with average at "out of compliance," may still have outstanding correctional action	Includes "unsatisfactory" ratings and overall rating is below meets expectations

Evaluation Rubric Librarians

Corrective actions in last two years:

None	Level 1	Level 2	Level 3
	Informal oral warning	Written reprimand with corrective action	Increased corrective action up to and including suspension and/or discharge

Minimal expectation: no level two or level three corrective actions in the previous two (2) year period immediately prior to the promotion application date.

Professional development:

1. Attended an educational/professional conference or other approved development activity
2. Attended at least 16 hours of faculty development

Exceptional	Exceeds expectations	Meets expectations	Out of Compliance	Unsatisfactory
Has completed 1 and 2 and has exceeded the requirements for 1 AND 2	Has completed 1 and 2 and has exceeded the requirements for 1 OR 2	Has completed 1 and 2	Has completed only 1 or 2	Has not completed either 1 or 2.

Collective Bargaining Agreement—LCCW and LCCWFF, AFT Local 6538, AFL-CIO

Service:

Exceptional	Exceeds expectations	Meets expectations	Out of Compliance	Unsatisfactory
Participation in two or more service activities in the year reviewed having served as a leader in at least one of the activities.	Participation in three or more service activities in the year reviewed.	Participation in two service activities in the year reviewed.	Participation in one service activity in the year reviewed.	No service activities in the year reviewed.

Service opportunities include but are not limited to: Shared governance (Faculty Senate and Federation Leadership), community outreach (over and above required hours/contact), volunteering at College events such as graduation, the WAVE, and Spring for Life, serving as faculty advisor for student groups, and conducting reviews for competency exams.

Overall Rating for Supervisor and Self Evaluation Forms:

Exceptional	Exceeds expectations	Meets expectations	Out of Compliance	Unsatisfactory
no "unsatisfactory: or "out of compliance" ratings with greater than 50% better than "meets expectations", no correctional action taken in last three years	no "unsatisfactory" or "out of compliance" ratings, no correctional action taken in last year, overall rating "exceeds expectations"	Can be no "unsatisfactory" ratings on evaluation, may be some "out of compliance" with overall rating at "meets expectations", no outstanding correctional action	Can be no "unsatisfactory" ratings with average at "out of compliance," may still have outstanding correctional action	Includes "unsatisfactory" ratings and overall rating is below meets expectations

Campus Faculty Self-Evaluation Form

Name:	Date of Review:
Position/Department:	Evaluation Period From:
Supervisor:	Evaluation Period To:

Performance Appraisal Factors

Rate your performance for the following Key Performance Indicators (Section 1) and Performance Competencies (Section II) using the rating scale below. Refer to the CBA Appendices B and C for detailed descriptions of the Evaluation Rubric and Job Descriptions.

Use the *Comment with Example* box below to further explain what you do. Note: Examples only need to be provided if it is felt that you are above or below the level of Meets Expectations. However, you may want to give examples to support your efforts in any area(s).

Your supervisor will use the same Key Performance Indicators and Performance Competencies, your updated job description and your Summative Report to complete your annual evaluation.

EMPLOYEE RATING SCALE – JOB RESPONSIBILITIES

E- Exceptional	Performs well beyond normal job requirements
EE- Exceeds Expectations	Performs beyond normal job requirements
ME- Meets Expectations	Fulfills normal requirements, as expected
OC- Out of Compliance	Improvement is needed to reach expected requirements
U-Unsatisfactory	Does not meet job requirements

Campus Faculty Self-Evaluation Form

Section I—Key Performance Indicators (Major Areas of Responsibility)

	Responsibility	E	EE	ME	OC	U
1	Classroom instruction and responsibilities: Teaching skills & effectiveness Assessment, Grading, and Attendance					
Comment with Example						

	Responsibility	E	EE	ME	OC	U
2	Fulfillment of Administrative Responsibilities and Governance: Maintaining Office Hours Attendance of Dept. Meetings, Committees, Faculty Senate					
Comment with Example						

Campus Faculty Self-Evaluation Form

	Responsibility	E	EE	ME	OC	U
3	Course Design and Development: Introduction of new teaching methods or strategies Introduction of new testing methods Introduction of new materials Development and implementation of SLOs and PLOs					
Comment with Example						

	Responsibility	E	EE	ME	OC	U
4	Professional Development: Rate professional development for the year as described in Article 17 of the CBA. Educational Advancement (Private coaching, other teaching skill enhancement conferences or webinars) Continuing Education Attendance of Professional Events (Conferences, Webinars, etc.) Attendance of campus faculty development sessions Provide detailed description on summative report.					
Comment with Example						

Campus Faculty Self-Evaluation Form

	Responsibility	E	EE	ME	OC	U
5	Scholarship: Rate scholarship for the year as described in Article 17 of the CBA. Provide detailed description on summative report.					
Comment with Example						

	Responsibility	E	EE	ME	OC	U
6	Service Rate service for the year, as described in Article 17 of the CBA. Provide detailed description on summative report.					
Comment with Example						

Campus Faculty Self-Evaluation Form

Section II—Performance Competencies (Skills and Behaviors)

1. Decision-making: The employee's ability to be proactive and make decisions independently, evaluate all available options prior to making decisions and demonstrate open-mindedness and soundness in judgment and decisions.

E EE ME OC U

EXAMPLES:

--

2. Team Cooperation/Collaboration: The employee's ability to work well with others, use "win – win" solutions; supports other teams and committees to ensure their success; takes responsibility, follows College procedures and policies; completes departmental and interdepartmental tasks accurately to support College effectiveness/efficiency.

E EE ME OC U

EXAMPLES:

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3. Communication: The employee's ability to communicate effectively with students, the public and fellow employees verbally and in writing, actively listens, speaks well and participates in-group settings (i. e. meetings, seminars and conferences).

E EE ME OC U

EXAMPLES:

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Campus Faculty Self-Evaluation Form

4. Professionalism: The employee's ability to maintain confidentiality and use tact in difficult situations. Demonstrate professionalism in communication, conduct, attitude and appearance in the work setting and while representing LCCW.

E EE ME OC U

EXAMPLES:

--

5. Professional Knowledge: The employee's ability to demonstrate job knowledge, understanding, and willingness to learn all aspects of assigned duties and responsibilities. Acquire new skills and share these skills with others.

E EE ME OC U

EXAMPLES:

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6. Organizational Skills: The employee's ability to effectively and efficiently plan, organize, schedule, and coordinate their work responsibilities in order to complete tasks.

E EE ME OC U

EXAMPLES:

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Campus Faculty Self-Evaluation Form

Overall Rating of Employee's Execution of Assigned and Expected Job Responsibilities:

E EE ME OC U

Section III – Professional Development Plan

In the tables below define goal(s), action, purpose and approximate time lines for you short-term and long-term professional development plan.

Short-Term Development Plan (3-6 months plan)			
Main Action	Purpose	Deadline	Outcome(s)

Campus Faculty Self-Evaluation Form

Long-Term Development Plan (6 months or longer)			
Main Action	Purpose	Deadline	Outcome(s)

EMPLOYEE SIGNATURE

DATE

Health Center Faculty Self-Evaluation Form

Name:	Date of Review:
Position/Department:	Evaluation Period From:
Supervisor:	Evaluation Period To:

Performance Appraisal Factors

Rate your performance for the following Key Performance Indicators (Section 1) and Performance Competencies (Section II) using the rating scale below. Refer to the CBA Appendices B and C for detailed descriptions of the Evaluation Rubric and Job Descriptions.

Use the *Comment with Example* box below to further explain what you do. Note: Examples only need to be provided if it is felt that you are above or below the level of Meets Expectations. However, you may want to give examples to support your efforts in any area(s).

Your supervisor will use the same Key Performance Indicators and Performance Competencies, your updated job description and your Summative Report to complete your annual evaluation.

EMPLOYEE RATING SCALE – JOB RESPONSIBILITIES

E- Exceptional	Performs well beyond normal job requirements
EE- Exceeds Expectations	Performs beyond normal job requirements
ME- Meets Expectations	Fulfills normal requirements, as expected
OC- Out of Compliance	Improvement is needed to reach expected requirements
U-Unsatisfactory	Does not meet job requirements

Campus Faculty Self-Evaluation Form

Section I—Key Performance Indicators (Major Areas of Responsibility)

	Responsibility	E	EE	ME	OC	U
1	Health Center Instruction and Responsibilities: Ensures that patient care, including history, exams, x-rays and other studies, adjustments, ancillary care and referrals are performed within the accepted standards of care. Teaches and assesses the required skills and competencies as described by the CCE.					
Comment with Example						

	Responsibility	E	EE	ME	OC	U
2	Fulfillment of Administrative Responsibilities and Governance. Meets weekly with practice group, participates in HC Faculty meetings, Student Clinic, Competency testing, HC committees, performs retrospective narratives, PDCS's, and takes x-rays.					
Comment with Example						

Health Center Faculty Self-Evaluation Form

	Responsibility	E	EE	ME	OC	U
3	Intern Development. Exercises due diligence in guiding, instructing and overseeing Interns as regards to chiropractic practice law in the state of California, and in accordance with the LCCW Health Center policies and procedures to produce the best Graduate.					
Comment with Example						

	Responsibility	E	EE	ME	OC	U
4	Professional Development: Rate professional development for the year as described in Article 17 of the CBA. Provide detailed description on summative report.					
Comment with Example						

Health Center Faculty Self-Evaluation Form

	Responsibility	E	EE	ME	OC	U
5	Scholarship: Rate scholarship for the year as described in Article 17 of the CBA. Provide detailed description on summative report.					
Comment with Example						

	Responsibility	E	EE	ME	OC	U
6	Service Rate service for the year, as described in Article 17 of the CBA. Provide detailed description on summative report.					
Comment with Example						

Health Center Faculty Self-Evaluation Form

Section II—Performance Competencies (Skills and Behaviors)

1. Decision-making: The employee's ability to be proactive and make decisions independently, evaluate all available options prior to making decisions and demonstrate open-mindedness and soundness in judgment and decisions.

E EE ME OC U

EXAMPLES:

--

2. Team Cooperation/Collaboration: The employee's ability to work well with others, use "win – win" solutions; supports other teams and committees to ensure their success; takes responsibility, follows College procedures and policies; completes departmental and interdepartmental tasks accurately to support College effectiveness/efficiency.

E EE ME OC U

EXAMPLES:

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3. Communication: The employee's ability to communicate effectively with students, the public and fellow employees verbally and in writing, actively listens, speaks well and participates in-group settings (i. e. meetings, seminars and conferences).

E EE ME OC U

EXAMPLES:

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Health Center Faculty Self-Evaluation Form

4. Professionalism: The employee's ability to maintain confidentiality and use tact in difficult situations. Demonstrate professionalism in communication, conduct, attitude and appearance in the work setting and while representing LCCW.

E EE ME OC U

EXAMPLES:

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5. Professional Knowledge: The employee's ability to demonstrate job knowledge, understanding, and willingness to learn all aspects of assigned duties and responsibilities. Acquire new skills and share these skills with others.

E EE ME OC U

EXAMPLES:

--

6. Organizational Skills: The employee's ability to effectively and efficiently plan, organize, schedule, and coordinate their work responsibilities in order to complete tasks.

E EE ME OC U

EXAMPLES:

--

Health Center Faculty Self-Evaluation Form

Overall Rating of Employee's Execution of Assigned and Expected Job Responsibilities:

E EE ME OC U

Section III – Professional Development Plan

In the tables below define goal(s), action, purpose and approximate time lines for you short-term and long-term professional development plan.

Short-Term Development Plan (3-6 months plan)			
Main Action	Purpose	Deadline	Outcome(s)

Health Center Faculty Self-Evaluation Form

Long-Term Development Plan (6 months or longer)			
Main Action	Purpose	Deadline	Outcome(s)

EMPLOYEE SIGNATURE

DATE

Annual Summative Report Requirements

Faculty should follow this format to report professional development, scholarship, annual service, committee work, and attendance at required college functions.

Please write a report following the format below and attach documentation as needed.
Refer to the evaluation rubric for what constitutes meeting or exceeding expectations for each category.

Faculty Name: _____ **Hire Date:** _____

Reporting January 1, _____ **through December 31,** _____ **Current Step:** _____

Job Title: _____ **Rank Change:** yes _____ no _____

If Professor, Step 12, date promoted to step 12: _____

Professional Development (*Documentation required*):

1. List education/professional conferences and/or other use of professional development stipend. Please identify title/topic, sponsoring organization, dates.
2. List additional professional development activities attended including on-campus faculty development sessions or other approved activities.
3. Attach documentation of all listed activities.

Scholarship (*Documentation required*):

1. Describe progress toward scholarship requirements.
2. Attach documentation.

Service (*Documentation if possible*)

1. List activities in which you served the profession and/or college.
2. If possible, attach documentation of these activities.

Committee work (*Documentation if possible*):

1. List standing committee(s) on which you served.
2. List ad hoc committee(s) on which you served.
3. If possible, attach documentation of committee work.

Attendance at College Functions:

1. Attach documentation for reason for any missed graduation ceremonies.
2. List other college functions attended.

Appendix C Job Descriptions

Job Description

Job Title: Campus Full Time Faculty	FLSA Status: Exempt
Reports To: Department Chair	FTE: 1.0
Department: ALL	Last Revision: September 2018
Approved By: Human Resources	Date:

CORE VALUES

The vision of Life West is to create a brighter future for humanity through graduating chiropractors who have a deep understanding of service, and of the innate potential of the human body to heal and adapt to its environment. The Doctor of Chiropractic program prepares graduates for personal and professional fulfillment in a climate of loving, serving and giving.

ABOUT US

Life Chiropractic College West (Life West), is a world-renowned leader in chiropractic education. Our dedicated focus on the profession sets us apart from other institutions making our doctoral and continuing education programs some of the most sought-after in the world.

Through a leading-edge curriculum and clinical training experience, we provide graduates with the knowledge, skills, philosophies, attitudes, and competencies to be the best in their field. Life West also empowers transformation. We believe that an outstanding education provides opportunities and resources far beyond the classroom experience. Our mission is to support the full career lifecycle from the classroom to retirement.

PURPOSE

The primary focus of campus faculty is to provide the necessary education to Life West students in preparation for successful chiropractic practice. Faculty work in collaboration with members of the department and college community to fulfill the educational mission of the department and college.

ESSENTIAL JOB FUNCTIONS

- Comply with the LCCW code of conduct as well as all college policies, as specified in the Employee Handbook and Collective Bargaining Agreement.
- Primarily responsible for the instruction, supervision and evaluation of students in the classroom and/or laboratory setting.
- Complete course assessments for department
- Maintain and edit the syllabus as needed in conjunction with the department chair for each course taught.
- Schedule and be present during student office hours.
- Appropriately maintain all necessary records for each course taught, including grading and attendance records.
- Attend all scheduled meetings and events as appropriate including but not limited to:
 - Department meetings
 - Faculty seminar
 - Graduation

Collective Bargaining Agreement—LCCW and LCCWFF, AFT Local 6538, AFL-CIO

- Participate in the faculty governance including faculty senate and committee assignments.
- In addition to instructional responsibilities, other responsibilities as outlined in the Collective Bargaining Agreement (i.e. faculty development, scholarly activity/research and service)

Qualifications

- Terminal Degree (DC, PhD, MD, or other doctoral degree)
- Two years teaching, clinical or other relevant experience
- Evidence of scholarly activity/research and service to the profession will affect academic rank and salary step
- Educational, clinical or experience as required by the department:

Essential Knowledge, Skills, Abilities and Personal Characteristics

- Strong teaching skills
- Effective written and verbal communication skills
- Ability to work with and maintain confidentiality in regards to students/employee information
- Able to prioritize and manage multiple projects, adhering to strict timelines
- Strong interpersonal skills
- High degree of initiative and independent judgment
- Appropriate multimedia and computer skills

LCCW PROVIDES THE FOLLOWING:

- Office space to include a desk, phone and computer.
- General office equipment and supplies as needed to perform job functions

PHYSICAL DEMANDS

- Nature of work requires an ability to operate standard business office equipment.
- Requires ability to communicate and exchange information, collect, compile and prepare work documents, set-up and maintain work files.

WORKING CONDITIONS

- Work performed in a general office/educational environment.
- This shall include, but not be limited to, adequate ventilation and temperature control, lighting, security, and protection at all College facilities, and properly maintained buildings, clinics, offices, and classrooms.

EMPLOYEE ACKNOWLEDGMENT

I have read this job description and discussed it with my supervisor.

Employee

Date

Supervisor

Date

JOB DESCRIPTION

Job Title:	Campus Adjunct	FLSA Status:	Non-Exempt
Reports To:	Department Chair	Pay Grade:	n/a
Department:	ALL	Last Revision:	September 2018
Approved By:	Human Resources	Date:	

CORE VALUES

The vision of Life West is to create a brighter future for humanity through graduating chiropractors who have a deep understanding of service, and of the innate potential of the human body to heal and adapt to its environment. The Doctor of Chiropractic program prepares graduates for personal and professional fulfillment in a climate of loving, serving and giving.

ABOUT US

Life Chiropractic College West (Life West), is a world-renowned leader in chiropractic education. Our dedicated focus on the profession sets us apart from other institutions making our doctoral and continuing education programs some of the most sought-after in the world.

Through a leading-edge curriculum and clinical training experience, we provide graduates with the knowledge, skills, philosophies, attitudes, and competencies to be the best in their field. Life West also empowers transformation. We believe that an outstanding education provides opportunities and resources far beyond the classroom experience. Our mission is to support the full career lifecycle from the classroom to retirement.

PURPOSE

The primary focus of campus faculty is to provide the necessary education to Life West students in preparation for successful chiropractic practice.

Faculty work in collaboration with members of the department and college community to fulfill the educational mission of the department and college.

ESSENTIAL JOB FUNCTIONS

- Comply with the LCCW code of conduct as well as all college policies, as specified in the Employee Handbook and Collective Bargaining Agreement.
- Primarily responsible for the instruction, supervision and evaluation of students in the classroom and/or laboratory setting. Complete course assessments for department
- Maintain and edit the syllabus as needed in conjunction with the department chair for each course taught.
- Schedule and be present during student office hours.
- Appropriately maintain all necessary records for each course taught, including grading and attendance records.
- Adjunct faculty are required to attend department meetings if scheduled on their teaching day.

Collective Bargaining Agreement—LCCW and LCCWFF, AFT Local 6538, AFL-CIO

- In addition to instructional responsibilities, other responsibilities as outlined in the collective bargaining agreement (e.g. faculty development)

Qualifications

- Terminal Degree (DC, PhD, MD, or other doctoral degree)
 - Two years teaching, clinical or other relevant experience
 - Educational, clinical or experience as required by the department
-
-
-

Essential Knowledge, Skills, Abilities and Personal Characteristics

- Strong teaching skills
- Effective written and verbal communication skills
- Ability to work with and maintain confidentiality in regards to students/employee information
- Able to prioritize and manage multiple projects, adhering to strict timelines
- Strong interpersonal skills
- High degree of initiative and independent judgment
- Appropriate multimedia and computer skills

LCCW PROVIDES THE FOLLOWING:

- Office space to include a desk, phone and computer.
- General office equipment and supplies as needed to perform job functions

PHYSICAL DEMANDS

- Nature of work requires an ability to operate standard business office equipment.
- Requires ability to communicate and exchange information, collect, compile and prepare work documents, set-up and maintain work files.

WORKING CONDITIONS

- Work performed in a general office/educational environment.
- This shall include, but not be limited to, adequate ventilation and temperature control, lighting, security, and protection at all College facilities, and properly maintained buildings, clinics, offices, and classrooms.

EMPLOYEE ACKNOWLEDGMENT

I have read this job description and discussed it with my supervisor.

Employee

Date

Supervisor

Date

JOB DESCRIPTION

Job Title:	Health Center Mentor Faculty	FLSA Status: Exempt
Reports To:	Vice President of Clinical Operations	FTE: 1.0
Department:	Health Center	Last Revision: 09/06/18
Approved By:	Human Resources	Date

PURPOSE

As this is a teaching facility, it is the primary focus of this institution to inspire our students/interns so that they may enter the profession with sufficient knowledge and skill to be able to perform all required skills and procedures independently, proficiently and safely. It is the responsibility of the Health Center Mentors at Life Chiropractic College West Health Center to assist and instruct the interns in the aspects of patient care including history taking, physical examination, appropriate imaging and lab decisions, diagnosis, communication with patients, regular care of the patient through the adjustment, and any ancillary procedures that are deemed necessary to help create a more real-world experience for the intern.

A Health Center Mentor at LCCW manages and operates a full-time chiropractic practice within the LCCW Health Center. To assist him/her in managing this practice, the Health Center Mentor is assigned approximately 16-22 interns, Clinic I through Clinic IV. It is the responsibility of the HC mentor to oversee and manage the care and education of the patients that come into the practice. The HC Mentor and the HC Administration are responsible for supporting and assisting the practice team members in the recruitment of patients and the growth of the practice. The HC Mentor is responsible for teaching and assessing required skills.

ESSENTIAL JOB FUNCTIONS

- Manage and operate a full-time chiropractic practice within the teaching clinic at Life Chiropractic College West.
- Instruct interns in patient care, including history, exams, x-rays and other studies, adjustments, any necessary ancillary care and referrals, and required informed consent. Insure that these are performed within the accepted standards of care.
- Assessment of interns per LCCW assessment procedures, including but not limited to required Patient Visit Evaluation and Report of Findings.
- Must be available to practice at least 30 hours per week during normal Health Center business hours. An additional 5 hours will be spent in the Student Health Center or an off campus outreach clinic maintained by the college, and in weekly practice and faculty meetings.
- Instruct the practice team members to practice within the limits of the law in the state of California, Federal Regulations and in accordance with the LCCW Health Center policies and procedures.
- Participate in Health Center competency testing and coordinate with the competency director in working with interns that may need remediation.
- Participate in college functions per the CBA
- Participate in faculty development activities.
- Participate in committees and in the planning and implementation of strategies to improve teaching at the LCCW Health Center.
- Monitor the progress of the practice team members to ensure competency.
- Meet regularly with the practice team to meet practice team member's needs.

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- Each mentor will oversee Medicare and Personal Injury patients within their practice, including Case Management Review (CMR). Additional CMR's may be performed on an "as needed" basis and dictated by individual practice and Mentor needs.

REQUIRED QUALIFICATIONS

Education, Training and/or Experience

- Must have a D.C. degree from a CCE accredited Chiropractic College.
- Must have a minimum of five years chiropractic practice experience.
- Must have a current license to practice chiropractic in the state of California.
- Must have a clear record with the Board of Chiropractic Examiners in California and all others where licenses are or have been held.
- Familiarity with Microsoft Office Suites.
- Command of the English language.
- Teaching experience is preferred

Knowledge, Skills, Abilities and Personal Characteristics

- Excellent oral and written communication skills.
- Excellent interpersonal and customer service skills.
- Excellent people and management skills.
- Ability to work in a busy, multifaceted and dynamic environment.
- Ability to problem-solve.
- Must be self-motivated.

LCCW PROVIDES THE FOLLOWING:

- Malpractice insurance for all LCCW health center practice related activities
- Yearly CA State Chiropractic Satellite licensing fees
- Use of Health Center staff for billing and accounting and other usual front desk activities.
- Office space to include a desk and chair, phone and computer.
- Shared facilities to include use of all imaging department facilities by appointment.
- General supplies as needed to practice.
- A marketing program to attract area residents to the Health Center.
- Each practice team will be provided with appropriate adjusting or exam tables, chairs, view boxes, and computers for record keeping and computerized ROF materials.
- Additional hours will be compensated per the current CBA.

PHYSICAL DEMANDS

Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

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WORKING CONDITIONS

- Work is performed primarily in a standard office/health center environment with extensive contact with the public.
- This shall include, but not be limited to, adequate ventilation and temperature control, lighting, security, and protection at all College facilities, and properly maintained buildings, clinics, offices, and classrooms.

EMPLOYEE ACKNOWLEDGMENT

I have read this job description and discussed it with my supervisor.

Employee

Date

Supervisor

Date

JOB DESCRIPTION

Job Title: Health Center Clinic Specialist	FLSA Status: Exempt
Reports To: Vice President of the Clinic Operations	Pay Grade:
Department: Health Center (HC)	Last Revision: September 17, 2018
Approved By: Human Resources	Date:

VISION AND PURPOSE

Manage and train all new Health Center Faculty, and assist throughout the department to cover necessary roles determined by the Dean of the Health Center including, but not limited to, covering Practice Advisor groups, Case Management Reviews, floor coverage, and intern assessments.

As this is a teaching facility, it is the primary focus of this institution to instruct our students/interns so that they may enter the profession with sufficient knowledge and skill to be able to perform required skills and procedures independently, proficiently and safely. The HC Specialist is primarily involved in the interns' education as it relates to faculty training and floor coverage.

ESSENTIAL FUNCTIONS AND JOB FUNCTIONS

- Oversees and/or Trains new HC faculty, including practice mentors, CMR and Floor doctors in all facets of their job responsibilities, including policies and procedures of the HC. The training of mentors always includes full time one-on-one training and will take precedence over other job responsibilities. (See Job Description of HC Mentors) The HC Specialist will work with the Vice President of Clinic Operations to develop a training plan to include oversight and one-on-one training
- Updates and edits the Faculty Training Manual and training handouts
- Serves as a resource for the HC faculty and interns with questions and concerns regarding HC policies and procedures
- Provides coverage as needed for the HC practice mentors' practices during their scheduled or unscheduled time off
- Participates, as needed, in the Student Health Center, training, observing and evaluating the student's patient care with no more than 4 hours of coverage included in weekly hours
- Active and contributing member of the CMR working group to monitor and ensure compliance of policy and procedures and evaluating patient files
- Participates in the Health Center Policies and Procedures Manual updates
- Performs Case Management Reviews as needed, no more than 14 hours a week and including breaks between CMR's
- Assists with Report of Findings Assessments as needed (when there is no conflict of other duties)
- Ensures that all patient care is performed within the accepted standards of care and in accordance with the law in the state of California, Federal Regulation, and the LCCW Health Center policies and procedures

ADMINISTRATIVE RESPONSIBILITIES

- Participates in the HC Faculty Meetings
- Participates in HC competency exams
- Participates in college functions per the CBA
- Participates in Faculty Development activities
- Participates in Committees and in the planning and implementation of strategies to improve teaching and learning in the LCCW Health Center
- Must be available in the Health Center 35 contact hours per week during normal Health Center business hours. Included in the 35 scheduled contact hours will be time spent in the Student Health Center. Additional hours outside the 35 scheduled contact hours will be compensated via an Overload Contract.

REQUIRED QUALIFICATIONS

Education, Training and/or Experience

- Must have a Doctor of Chiropractic degree from a CCE accredited Chiropractic College
- Must have a minimum of five years chiropractic practice experience
- Must have a current license in good standing to practice chiropractic in the State of California
- Must have a clear record with the Board of Chiropractic Examiners in this state and all others where licenses are or have been held
- Familiarity with Microsoft Office Suites
- Command of the English language
- Teaching experience is preferred

Knowledge, Skills, Abilities and Personal Characteristics

- Excellent oral and written communication skills
- Excellent interpersonal and customer service skills
- Excellent people and management skills
- High degree of initiative and independent judgment
- Ability to work in a busy, multifaceted and dynamic environment
- Ability to problem solve

LCCW PROVIDES THE FOLLOWING:

- Malpractice insurance for all LCCW HC practice related
- Yearly state of CA chiropractic satellite licensing fees
- Office space to include; a functional office with desk, phone and computer
- General office equipment and supplies as needed to perform job functions
- A stipend equivalent to adjunct faculty hourly rate will be paid for every CMR hour over and above requirements (14 hours per week) that are added within the 35 contact hours

WORKING CONDITIONS

- Work is performed primarily in a standard office/health center environment and requires an ability to operate standard business office equipment
- This shall include, but not be limited to, adequate ventilation and temperature control, lighting, security, and protection at all College facilities, and properly maintained buildings, clinics, offices, and classrooms.

PHYSICAL DEMANDS

- Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

EMPLOYEE ACKNOWLEDGMENT

I have read this job description and discussed it with my supervisor.

Employee

Date

Supervisor

Date

JOB DESCRIPTION

Job Title:	Health Center Full Time Faculty Floor Doctor	FLSA Status: Exempt
Reports To:	Vice President of Clinical Operations	Pay Grade:
Department:	Health Center	Last Revision: 9/13/18
Approved By:	Human Resources	Date:

PURPOSE

As this is a teaching facility, it is the primary focus of this institution to instruct our students/interns so that they may enter the profession with sufficient knowledge and skill to be able to perform required skills and procedures independently, proficiently and safely. It is the responsibility of the Health Center Faculty Floor Doctor at Life Chiropractic College West Health Center to assist and instruct the interns in the aspects of patient care including history taking, physical examination, appropriate imaging and lab decisions, diagnosis, communication with patients, regular care of the patient through the adjustment and any ancillary procedures that are deemed necessary.

A Health Center Faculty Floor Doctor works in a variety of settings to oversee and manage the care of both student patients and outpatients. The Floor Doctor will assist, assess and approve the interns' ability to develop relevant diagnoses, management plans, goals of care and prognoses in the Case Management Review (CMR), and will assist and assess interns as they perform patient care.

ESSENTIAL JOB FUNCTIONS

- Ensure that patient care including history, exams, x-rays and other studies; adjustments, any necessary ancillary care and referrals are performed within the accepted standards of care and in accordance with the law in the state of California, Federal Regulation, and the LCCW Health Center policies and procedures.
- Must be available in the Health Center 35 hours per week. Additional hours outside the 35 scheduled hours will be compensated via an overload contract.
- Included in the 35 scheduled hours will be no more than 14 hours of CMR (with a maximum 4 hours per day spent in CMR). 5 hours of the 35 hours per week may be spent on professional development, scholarly activity, service to the college or the profession and/or committee work.
- Participate in a combination of areas in the Health Center observing and assessing patient care (outpatient area and Student Health Center (SHC)).
- Participate in Health Center competency testing.
- Participate in college functions per the CBA.
- Participate in faculty development activities.
- Participate in faculty meetings.
- Participate in committees and in the planning and implementation of strategies to improve teaching at the LCCW Health Center.
- Teach and assess required skills and competencies as described by the CCE and per LCCW protocols.

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REQUIRED QUALIFICATIONS

Education, Training and/or Experience

- Must have a D.C. from a CCE accredited Chiropractic College.
- Must have a minimum of five years chiropractic practice experience.
- Must have a current license to practice chiropractic in the State of California.
- Must have a clear record with the Board of Chiropractic Examiners in this state and all others where licenses are or have been held.
- Familiarity with Microsoft Office Suites.
- Command of the English language is required, second language may be helpful.
- Teaching experience is preferred.

Knowledge, Skills, Abilities and Personal Characteristics

- Excellent oral and written communication skills
- Excellent interpersonal and customer service skills
- Excellent people and management skills
- Ability to work in a busy, multifaceted and dynamic environment.
- Ability to problem solve
- Must be self-motivated

LCCW PROVIDES THE FOLLOWING:

- Malpractice insurance for all LCCW Health Center related activities.
- Yearly State of California Chiropractic satellite license fees.
- Office space to include a desk, phone and computer.
- General office equipment and supplies as needed to perform job functions
- Additional hours will be compensated per the current CBA
- A stipend equivalent to the adjunct faculty hourly rate will be paid for every CMR hour over the 14 hours per week that is added within the 35 contact hours per week.

PHYSICAL DEMANDS

Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach and twist; to lift, carry, push and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

WORKING CONDITIONS

- Work is performed primarily in a standard office/health center environment with extensive contact with the public.
- This shall include, but not be limited to, adequate ventilation and temperature control, lighting, security, and protection at all College facilities, and properly maintained buildings, clinics, offices, and classrooms.

EMPLOYEE ACKNOWLEDGMENT

I have read this job description and discussed it with my supervisor.

Employee

Date

Supervisor

Date

JOB DESCRIPTION

Job Title:	Full Time Faculty, Radiology	FLSA Status:	Exempt
Reports To:	Director of Radiology	Pay Grade:	n/a
Department:	Health Center	Last Revision:	08/02/18
Approved By:	Human Resources	Date:	

PURPOSE

The faculty member is to fulfill the educational mission of the department, the college and in cooperation with the other members of the department and others in the college community.

ESSENTIAL JOB FUNCTIONS

- Comply with the LCCW code of conduct as well as all college policies, including the Faculty Handbook
- Responsible for the instruction, supervision and evaluation of students in the classroom and/or laboratory setting as well as course assessments for the department
- Prepare a syllabus for each course taught according to the college template and post it to the class on the college website
- Teach class in a professional manner, teaching the material that is present in the syllabus and course outline
- Appropriately maintain all necessary records for each course taught
- Request peers to assist you in proctoring exams; for large classes, every exam should have at least one proctor and the instructor present
- Arrange for another instructor to teach your class in the event of personal illness or excused absence
- Attend all scheduled meetings as appropriate and requested
- Participate in committees when it occurs during your regularly scheduled day
- Participate in college functions per the CBA
- Cultivate in oneself and others an attitude of helpfulness, personal commitment to building relationships, managing to the best solution, and user friendly always
- Perform additional responsibilities required of full-time faculty (ie. Scholarly activity and service) as described in the faculty handbook
- Assist the Director of Imaging in the Health Center regarding issues of:
 - Radiation exposure, patient protection, radiation inspection procedures and maintenance of imaging equipment.
- Quality assurance in x-ray interpretation.
 - Includes advanced imaging studies
 - make sure all studies are reported.
- Comparison studies
 - to maintain continuity in patient care in the Health Center
 - maximize the educational experience of the intern
- Read imaging studies and create reports for images of health center patients.
- Populate the Notes Box on OPAL within 48 hours of the imaging study to facilitate the CMR.
- Read a minimum of 13 patient studies per week and maximum of 20 patient studies or 30 regional exams per day (whichever is greater).
- Assist Health Center interns in x-ray interpretation and report writing.
- Be available for reading and interpretation of “acute care” or urgent needs patients in the Health Center during regular business hours. Reading and interpretation may be done

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remotely.

- Weekly meetings among DACBR's:
 - Scheduling issues in department.
 - Scholarly activity
 - Balancing work load
- Assist the Director of Radiology in the training of Residents enrolled in the Masters of Science in Diagnostic Imaging program.

REQUIRED QUALIFICATIONS

- DC from a CCE accredited institution and DACBR
- Teaching experience in higher education

PREFERRED QUALIFICATIONS

- Teaching experience in chiropractic education
- California Supervisors Permit in Radiology (if not in place at time of employment, this needs to be obtained during first six months of employment)

Essential Knowledge, Skills, Abilities and Personal Characteristics

- Strong teaching skills
- Effective written and verbal communication skills
- Ability to work with and maintain confidentiality in regards to students/employee information
- Able to prioritize and manage multiple projects, adhering to strict timelines
- Strong interpersonal skills
- High degree of initiative and independent judgment
- Appropriate multimedia and computer skills

LCCW PROVIDES THE FOLLOWING:

- Malpractice insurance for all LCCW Health Center related activities.
- Yearly State of California Chiropractic satellite license fees.
- Office space to include a desk, phone and computer.
- General office equipment and supplies as needed to perform job functions
- Additional hours will be compensated per the current CBA

PHYSICAL DEMANDS

- Nature of work requires an ability to operate standard business office equipment.
- Requires ability to communicate and exchange information, collect, compile and prepare work documents, set-up and maintain work files.
- Must be able to lift 25 lbs., retrieving and placing materials on high shelves and on floor-level shelves; standing, walking, carrying, grasping, hearing, seeing, sitting, kneeling, climbing, balancing, stooping, crouching, and reaching.

WORKING CONDITIONS

- Work performed in a general office, classroom and laboratory environment.
- This shall include, but not be limited to, adequate ventilation and temperature control, lighting, security, and protection at all College facilities, and properly maintained buildings, clinics, offices, and classrooms.

EMPLOYEE ACKNOWLEDGMENT

I have read this job description and discussed it with my supervisor.

Employee

Date

Supervisor

Date

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JOB DESCRIPTION

Job Title:	Health Center Adjunct Faculty	FLSA Status: Exempt	
Reports To:	Vice President of Clinical Operations	Pay Grade:	
Department:	Health Center	Last Revision: 08/02/18	
Approved By:	Human Resources	Date:	

PURPOSE

As this is a teaching facility, it is the primary focus of this institution to instruct our students/interns so that they may enter the profession with sufficient knowledge and skill to be able to perform required skills and procedures independently, proficiently and safely. It is the responsibility of the Health Center Adjunct Faculty Doctor at Life Chiropractic College West Health Center to assist and instruct the interns in the aspects of patient care including history taking, physical examination, appropriate imaging and lab decisions, diagnosis, communication with patients, regular care of the patient through the adjustment and any ancillary procedures that are deemed necessary.

A Health Center Adjunct Faculty Doctor works in a variety of settings to oversee and manage the care of both student patients and outpatients. The Adjunct Doctor will assist, assess and approve the interns' ability to develop relevant diagnoses, management plans, goals of care and prognoses in the Case Management Review (CMR), assist and assess interns as they perform patient care and will assist and assess the interns' ability to position and process diagnostic images in the health center.

ESSENTIAL JOB FUNCTIONS

- Ensure that patient care including history, exams, x-rays and other studies; adjustments, any necessary ancillary care and referrals are performed within the accepted standards of care and in accordance with the law in the state of California, Federal Regulation, and the LCCW Health Center policies and procedures.
- Must be available in the Health Center during the scheduled hours.
- Included in the scheduled hours: CMR, Student Health Center assignments to oversee care or history and exams. Assessment of interns during patient visits, CMR, or Reports of Findings and the imaging department as assigned.
- Participate in a combination of areas in the Health Center observing patient care (outpatient area and SHC) and perform patient visit and report of findings assessment.
- Participate in college functions per the CBA.
- Participate in Health Center faculty development activities.
- Participate in Health Center faculty meetings if such occurs during scheduled hours.
- Teach and assess required skills and competencies as described by the CCE and per LCCW protocols.

REQUIRED QUALIFICATIONS

Education, Training and/or Experience

- Must have a D.C. from a CCE accredited Chiropractic College.
- Must have a minimum of five years chiropractic practice experience.
- Must have a current licensed to practice chiropractic in the State of California.
- Must have a current x-ray operators permit if Imaging Department hours are included in this position.
- Must have a clear record with the Board of Chiropractic Examiners in this state and all others where licenses are or have been held.
- Familiarity with Microsoft Office Suites.

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- Command of the English language is required, second language may be helpful.
- Teaching experience is preferred.

Knowledge, Skills, Abilities and Personal Characteristics

- Excellent oral and written communication skills
- Excellent interpersonal and customer service skills
- Excellent people and management skills
- Ability to multi-task and problem solve
- Must be self-motivated

LCCW PROVIDES THE FOLLOWING:

- Malpractice insurance for all LCCW Health Center related activities.
- Office space to include a desk, phone and computer.

PHYSICAL DEMANDS

Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach and twist; to lift, carry, push and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

WORKING CONDITIONS

- Work performed in a general office environment.
- This shall include, but not be limited to, adequate ventilation and temperature control, lighting, security, and protection at all College facilities, and properly maintained buildings, clinics, offices, and classrooms.

EMPLOYEE ACKNOWLEDGMENT

I have read this job description and discussed it with my supervisor.

Employee

Date

Supervisor

Date

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JOB DESCRIPTION

Job Title:	Health Center Adjunct Faculty – X-ray	FLSA Status: Exempt	
Reports To:	Director of Imaging	Pay Grade:	
Department:	Health Center	Last Revision: 11/27/18	
Approved By:	Human Resources	Date:	

PURPOSE

As this is a teaching facility, it is the primary focus of this institution to instruct our students/interns so that they may enter the profession with sufficient knowledge and skill to be able to perform required skills and procedures independently, proficiently and safely. It is the responsibility of the Health Center Adjunct Faculty Doctor at Life Chiropractic College West Health Center to assist and instruct the interns in the aspects of patient care including history taking, physical examination, appropriate imaging and lab decisions, diagnosis, communication with patients, regular care of the patient through the adjustment and any ancillary procedures that are deemed necessary.

A Health Center Adjunct Faculty-X-ray works in the imaging department and assists with the production of radiographic images of student patients and outpatients. The Adjunct Doctor will assist, assess interns' ability to position and take x-ray images.

ESSENTIAL JOB FUNCTIONS

- Ensure that x-rays are performed within the accepted standards and in accordance with the law in the state of California, Federal Regulation, and the LCCW Health Center policies and procedures.
- Must be available in the Health Center Imaging Department during the scheduled hours.
- Participate in college functions per the CBA.
- Participate in Health Center faculty development activities.
- Participate in Health Center faculty meetings if such occurs during scheduled hours.
- Teach and assess required skills and competencies as described by the CCE and per LCCW protocols.

REQUIRED QUALIFICATIONS

Education, Training and/or Experience

- Must have a D.C. from a CCE accredited Chiropractic College.
- Must have a current license to practice chiropractic in the State of California.
- Must have a current x-ray operator's permit
- Must have a clear record with the Board of Chiropractic Examiners in this state and all others where licenses are or have been held.
- Familiarity with Microsoft Office Suites.
- Command of the English language is required, second language may be helpful.
- Teaching experience is preferred.

Knowledge, Skills, Abilities and Personal Characteristics

- Excellent oral and written communication skills
- Excellent interpersonal and customer service skills
- Excellent people and management skills
- Ability to multi-task and problem solve
- Must be self-motivated

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LCCW PROVIDES THE FOLLOWING:

- Malpractice insurance for all LCCW Health Center related activities.
- Office space to include a desk, phone and computer.

PHYSICAL DEMANDS

Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach and twist; to lift, carry, push and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

WORKING CONDITIONS

Work performed in a general office environment.

- This shall include, but not be limited to, adequate ventilation and temperature control, lighting, security, and protection at all College facilities, and properly maintained buildings, clinics, offices, and classrooms.

EMPLOYEE ACKNOWLEDGMENT

I have read this job description and discussed it with my supervisor.

Employee

Date

Supervisor

Date

Appendix D

Grievance Tracking Sheet

Grievance Tracking Sheet

Grievant:

Statement of the Grievance: *(with pertinent dates):*

Informal Meeting: *(within 15 days of the event that gave rise to the grievance)*

Date _____

Attendees:

Results:

Date _____

Grievant:

Print

Sign

Date _____

Supervisor:

Print

Sign

Date _____

cc: Supervisor, Grievant, Federation (Grievance Officer)

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Level 1 - Initiating a Formal Grievance *(within 15 days of the informal meeting results)*

Date of Submission: _____

Submitted To: _____

Date of Response: _____ *(within 10 days of receipt of formal grievance)*

Responded By: _____

Response:

Grievant:

_____	_____	_____
<i>Print</i>	<i>Sign</i>	<i>Date</i>

Supervisor:

_____	_____	_____
<i>Print</i>	<i>Sign</i>	<i>Date</i>

Level 2 - Appealing the Level 1 Decision to _____
(within 10 days of receipt of response to Level 1 formal grievance) VPAA or HC Dean

Date of Submission: _____

Date of Meeting with VPAA or HC Dean: _____ *(within 10 days of receipt of the appeal)*

Grievant Met With: _____ and Federation Rep: _____

Administrator Response: *(within 10 days of meeting with the Grievant)*

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Grievant:

Print

Sign

Date

For the College:

Print

Sign

Date

Appendix E

Peer Review Committee

Peer Review Committee

Modifications to Appendix E

- Modifications to this Appendix may be made upon mutual agreement of the Federation and the College.

PRC Chair Job Description and Duties

- The Chair will be a non-voting member of the Peer Review Committee (PRC).
- The Chair will act primarily as the administrative officer of the PRC, based on the policies and procedures set forth in this Appendix.
- The Chair will have a term of two (2) years.
- The Chair will be selected from the pool of Department Chairs on the Campus side and/or equivalent administrative role from the Health Center.
- The Chair will schedule PRC meetings, and gain access to faculty files from the Human Resources department. The Chair will ensure that the files remain secure while in the possession of the PRC.
- The Chair will ensure that all full-time faculty portfolios are assigned for review and distribute faculty files to PRC members.
- The Chair will train PRC members in the use of the Checklist for faculty reviews.
- The Chair will collect the results of the reviews from the PRC members.
- The Chair will communicate the PRC findings to the appropriate Supervisors within the timelines outlined in the CBA.
- If two PRC members reviewing a file do not agree on the results of the review, the matter will be brought to the whole PRC (excluding the Chair) to make a decision.
- The Chair will record all findings of the PRC and forward them to the appropriate Supervisors.
- The Chair will place a copy of the rubric-based checklists used in each review in the faculty member's file following the annual review.
- The Chair will be responsible for providing HR copies of completed Peer Review Portfolios to be included in the faculty member's file.

Bargaining Unit Member Duties & Responsibilities

- Faculty are responsible for maintaining their electronic faculty management system profile that includes updating and uploading any material used as part of the PRC review process.
- Faculty are required to complete the following and upload to their faculty management system profile:
 - Self Evaluation
 - Annual Summative Report
- Upon completion of PRC Portfolio Review, faculty will meet with the supervisor within the stated timeline listed below.

PRC Portfolio Review Timeline

- Faculty will complete all required PRC Portfolio Materials and update their electronic faculty management system profile by end of first week of winter quarter of the review cycle. After end of first week of winter quarter, PRC Chair will notify faculty in writing of any missing materials or profile information. Faculty will have one (1) week from the notification date to submit the missing materials or profile information.
- Supervisor Evaluations will be completed by the end of winter quarter of the review cycle. Faculty will not suffer any adverse impact due to the Supervisor Evaluation not being completed by this timeline.
- PRC Committee will receive completed PRC Portfolios from PRC Chair by end of winter quarter of the review cycle.
- PRC Committee will complete and present the final Rubric Based Checklist to the PRC Chair and PRC Chair will distribute completed Checklist & Portfolios to supervisor by May 15th of the review cycle.
- Supervisor will meet with faculty to review the completed Checklist and establish performance plans if necessary.

PRC Policies and Procedures

- The Peer Review Committee (PRC) will consist of six (6) faculty members at the rank of Professor, plus a Chair, including:
 - One (1) member selected by the Federation (this can be a current member of the Federation executive board); and
 - Five (5) members selected by the Faculty Senate including at least two (2) from the Health Center faculty and at least two (2) from the Campus Faculty.
- These members will serve overlapping two-year terms in order to maintain continuity.
- The PRC will meet annually in the Spring Quarter to review full-time faculty members' files for the preceding year.
- The purpose of the PRC is to provide fair and equitable evaluation of all full-time faculty members' portfolios as described in the CBA.
- If a full-time faculty fails to maintain their electronic faculty management profile or submit required materials for PRC review and/or rank increase by the above timeline (including the one-week period to submit missing materials and profile information), the faculty member will not be included in the PRC process for that review cycle. This will disqualify them for any associated step or rank change for said review cycle.
- The Chair of the PRC will provide PRC Portfolios to the PRC members at their annual meeting so that two PRC members will be reviewing the same file independently using the rubric-based checklist (included in this appendix), and compare their findings afterwards.

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- After completing their reviews, the PRC members will notify the Chair, who will record the results and share with the entire PRC, and notify the reviewers of the results and next steps.
- If the PRC pair is in agreement, the Chair will pass on their recommendations for promotion or for remediation. With step change, the results of the Checklist will be passed on to the appropriate Supervisor.
- If the PRC pair is not in agreement, the disputed file (or the disputed portion thereof), will be reviewed by the rest of the PRC members in an attempt to reach a majority decision.
- If agreement still cannot be reached, the Chair will convene the entire group, and call in a past PRC member to review the file (the most recent past PRC members will be invited, and the first one to respond will be selected). After the PRC has discussed the issues, the Chair will call for and record the results of a vote, which will be passed on to the appropriate Supervisor.
- Any PRC member may file a grievance if there is evidence that these procedures were not followed.
- The PRC Chair may file a complaint with the VPAA if there is evidence that these procedures were not followed.

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Rubric-based Checklist

Checklist for Peer Review Committee

For Year: _____

Faculty Name: _____ Hire Date: _____

Reporting January 1, ____ through December 31, ____ Current Step: _____

Job Title: _____ Rank Change: yes__ no __

1. Corrective Actions in last two years (CBA - Article 11.2.3)

Minimal expectation is no more than one Level 1 action in a two-year period, and no Level 2 or Level 3 actions

- a. Level 1 – Informal verbal warning no ___ yes___ Number ___
- b. Level 2—Written warning no ___ yes ___
- c. Level 3 – Increased corrective action no ___ yes ___

Meets Expectations: Yes___ No ___

2. Professional Development (Documentation Required)

Meets Expectations: with a-b with evidence in the file

- a. Attended educational/professional conference or other approved development activity yes ___ no ___
- b. Attended 16 hours of Faculty Development Sessions yes ___ no ___
- c. Number of additional professional development activities _____

E EE ME OC U

3. Scholarship (Documentation Required)

Documentation of annual progress toward scholarship as described in article 17.2:

E **EE** **ME** **OC** **U**

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4. Service (Documentation when possible)

Meets Expectations: two community, professional or college service opportunities, refer to article 17.3

Exceeds Expectations: three community, professional or college service opportunities

Exceptional: four or more community, professional or college service opportunities

E___EE___ME___OC___U___

5. Committee Work:

Meets Expectations: Service on one committee:

- a. Number of committees served on _____

E___EE___ME___OC___U___

6. Attendance at College Functions:

- a. Attended Graduation (June): yes ___ no ___

- b. Attended Graduation (December): yes ___ no ___

*Documentation of reason if didn't attend a graduation: yes ___ no ___

7. Overall rating from Supervisor and Self Evaluation Forms.

Supervisor Evaluation: E___EE___ME___OC___U___

Self-Evaluation: E___EE___ME___OC___U___

Step change: Regardless of ratings, each member of faculty will rise in step annually within a rank, Article 16.8.5.

Overall PRC Member Review:

Meets or Exceeds Expectations: Yes ___ No ___

Rank Change:

Was an application for rank change submitted? **Yes**____ **No**____

Includes:

- ____ Letter of Intent
- ____ Updated CV
- ____ Review of last four years
- ____ Recommendation from supervisor
- ____ Two other professional recommendations

Recommend Promotion (Rank Change). (___)

Recommend Remediation (___)
(Comments Required)

Comments:
