

ARTICLE 1: GENERAL PROVISIONS

1 **RECOGNITION**

2 The District confirms its recognition of the Association as the exclusive representative for the Faculty as
3 per Sierra Community College District Resolution No. 76-19 as amended by mutual agreement (see
4 Appendix A).

5 All newly created or modified positions, except those that are Classified, Management, Confidential, or
6 Supervisory shall be assigned to the Unit.

7 For the purpose of this Agreement, faculty members who help supervise Classified staff will not be
8 designated as a Supervisory employee.

9 The provisions of this Agreement are solely applicable to members of the bargaining unit as described in
10 this Article.

11 **SAFETY**

12 The District shall provide and maintain a safe educational environment including safe facilities and
13 equipment which shall confirm and comply with all health, safety, and sanitation requirements by law.

14 The following appointments to the District's General Safety Committee shall be made by the Association:

- 15 • Two (2) faculty at large
- 16 • One (1) College Health Nurse
- 17 • One (1) Enabler for the Disabled

18 Safety problems within the jurisdiction of the Occupational Safety and Health Administration shall not go
19 to arbitration.

20 Faculty members of the District who perform a safety-rated or safety sensitive function as determined by
21 the Omnibus Transportation Employees Testing Act of 1991 shall be required to adhere to Board Policy
22 7327 and Administrative Regulation 7327 as of this date.

23 **SAVINGS PROVISION**

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

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1 The parties shall begin to negotiate a replacement provision or provisions for any invalidated terms of the
2 Agreement within fifteen (15) working days of the new decision.

3 **SUPPORT OF AGREEMENT**

4 The District and the Association agree that it is to their mutual benefit to encourage the resolution of
5 difference through the negotiation process. It is agreed that the District and Association will support this
6 Agreement for its length.

7 **EFFECT OF AGREEMENT**

8 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over
9 District practices and procedures and over State laws to the extent permitted by State law.

10 The provisions of this Agreement constitute the full, complete and sole agreement between the
11 Association and the District. The provisions of the Agreement may be altered, changed, added to, deleted
12 from or modified only through the voluntary mutual consent of the parties, unless otherwise specifically
13 provided herein, in a written signed amendment to this Agreement.

14 Such waiver does not preclude bargaining collectively for subsequent new collective bargaining
15 agreements during the term of the Agreement.

16 **CONCERTED ACTIVITIES**

17 The Association recognizes the duty and obligation of its representatives to comply with the provisions of
18 the Agreement and to make every effort toward including all faculty to do so.

19 It is understood that the Association, its officers and agents shall not suggest, encourage, or in any way
20 condone the violation of this Agreement nor any concerted activity during the term of the Agreement.

21 The Association agrees to take all necessary steps in good faith to cause faculty to cease any such actions
22 or activities.

23 It is understood that in the event this Article is violated by the Association or its agents, the District shall
24 be entitled to withdraw any rights, privileges, or services provided for in the Agreement or in District
25 policy to any faculty and/or the Association. Should this Article be violated, any action taken by the Board
26 of Trustees or Management in the event of any Association-initiated or sanctioned violation of this Article
27 by faculty who are represented by the Association, will not be subject to the grievance procedure.

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1 **PARITY FOR PART-TIME TEACHING FACULTY**

2 The Association and the District believe that for part-time teaching faculty, “parity” is eighty percent of
3 full-time pay.

4 This belief is based upon our analysis of full-time faculty’s workload, which indicates that eighty percent
5 of a full-time faculty person’s work week is directly related to teaching, and the remaining twenty percent
6 is related to instructional support (committees, etc.) and professional development.

7 Parity for “senior” part-time teaching faculty should be one hundred percent of proportionate full-time
8 base pay, as we define the responsibilities of “senior” part-time faculty to correspond to those of full-time
9 faculty, including the maintenance of office hours, and participation in peer evaluations, curriculum
10 development, and shared governance.

11 **PARITY FOR PART-TIME NON-TEACHING FACULTY**

12 The Association and the District believe that “parity” for non-teaching faculty (such as counselor and
13 librarians) is ninety percent of full-time base pay.

14 **SIDE LETTER REVIEW**

15 All side letters shall be reviewed jointly on an annual basis to determine their relevancy. The side letters
16 and a record of the dates of implementation and expiration shall be maintained in the Human Resources
17 office.

18 **FORMS MANUAL**

19 All forms mentioned in this Agreement are available through the Human Resources office and are subject
20 to review and approval by the joint bargaining team.

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