

A G R E E M E N T

between

EL CAMINO COMMUNITY COLLEGE DISTRICT

and

**EL CAMINO COLLEGE
FEDERATION OF TEACHERS,
LOCAL 1388, AFT, AFL-CIO**

July 1, 2007

through

June 30, 2010

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AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2007 by and between EL CAMINO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District," and EL CAMINO COLLEGE FEDERATION OF TEACHERS, LOCAL 1388, AFT, AFL-CIO, hereinafter referred to as the "Federation", and shall be in effect through June 30, 2010.

ARTICLE 1
RECOGNITION

Pursuant to the certification of the Public Employment Relations Board dated November 4, 1976, (Docket Number LA-R-35), as amended through collective bargaining, the District recognizes the Federation as the exclusive representative of all Board-approved Faculty, including certificated Instructors, Coaches, Counselors, Librarians, Registered Nurses, Nurse Practitioners, Physician Assistants, Faculty Coordinators, Disabilities Specialists, Clinical Psychologists, and any persons acting as the Instructor-of Record, hereinafter referred to as "Faculty Members." Position descriptions are set forth in Appendix A. Excluded are all other employees of the District including management employees, temporary substitute employees, physicians, and all employees holding positions not requiring certification qualifications.

ARTICLE 2
RIGHTS OF THE DISTRICT

Except as limited specifically by the express terms of this Agreement, the District retains all of the rights and authority conferred upon it by the laws of the State of California to direct, manage, and control the affairs of the District. Such rights of the District include, but are not limited to:

(a) The right to determine its organizational structure and to delegate its rights and responsibilities to the Superintendent-President and to such other officials, persons, divisions, departments, and committees as it shall determine from time to time;

(b) The right to determine its financial structure including (i) all decisions and conditions relating to all sources of District income, (ii) all investment policies and practices, and (iii) all budgetary matters and procedures, to wit, the budget calendar, the budget formation process (subject to Article 21, Section 6, respecting budget requests), accounting methods, payroll practices, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures;

(c) The right to acquire, administer, and dispose of all District property whether real or personal and whether owned, leased, or otherwise controlled, including all land, buildings, facilities, grounds, fixtures, machinery, and other improvements;

(d) The right to determine all services to be rendered to the students and to the public, including the nature, methods, quantity, quality, frequency, and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment, and tools to be used in connection with such service, the contracting of services to be rendered and functions to be performed, including educational support, educational aids and devices, structural maintenance, and repair services;

(e) The right to determine the utilization of personnel, including:

- (1) the determination of the number of Faculty Member positions,
- (2) the selection and utilization of personnel not covered by this Agreement,
- (3) the determination of the use of certificated management personnel to perform teaching and other work that is also performed by Faculty Members covered by this Agreement,

(4) the selection of Faculty Members subject to the provisions of Article 4, Section 5,

(5) the determination of the assignment or reassignment of certificated management employees of the District to positions covered by this Agreement shall be subject to the provisions of the Education Code, and, in cases where such reassignment results in the layoff of a Full-Time Faculty Member, shall be subject to the competency criteria as specified in Article 6, Section 3;

(f) The right to make final determinations on all matters relating to the instructional program of the College, subject to the referral of certain specific matters to joint District-Federation Committees or to the Academic Senate or the General Curriculum Committee or the procedures for textbook selection as otherwise provided by this Agreement, and the right to determine all matters related to student personnel services;

(g) The right to make final determinations regarding the assignment of Faculty Members to work schedules, functions, and activities, and the right to determine the assignment of Faculty Members to courses to be taught, classrooms, laboratories, and other facilities and equipment, and offices, subject to Articles 8, 9, and 10 and Appendix A of this Agreement;

(h) The right to adopt reasonable rules and regulations, including rules and regulations related to safety and security matters;

(i) The right to determine the requirements for, management and control of District facilities, such as the food service centers and the bookstore.

(j) The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not waive such right or preclude the District from exercising the right in a different manner.

