

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17

**TENTATIVE AGREEMENT
BETWEEN THE EL CAMINO COMMUNITY COLLEGE DISTRICT
AND THE EL CAMINO COLLEGE FEDERATION OF TEACHERS,
LOCAL 1388, AFT, AFL~CIO
February 14, 2025**

18
19
20
21
22

This Tentative Agreement between the El Camino Community College District and the El Camino College Federation Of Teachers, Local 1388, AFT, AFL~CIO ("Federation"), is made expressly pursuant to the Educational Employment Relations Act and the current Collective Bargaining Agreement between the parties. The following article shall be deemed to remain unchanged in the Collective Bargaining Agreement except as set forth below:

23
24
25
26
27
28

**ARTICLE 21
GENERAL PROVISIONS**

29
30
31
32
33
34
35

Section 21.1. Personnel Files

- 36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
- (a) There shall be one (1) official District personnel file for each Faculty Member. The material in the official District personnel file shall be considered and used as the only official personnel record of the District in any proceeding affecting the status of the Faculty Member's employment with the District.
 - (b) The material in the file shall be made available for the inspection by the Faculty Member to whom the file pertains except ratings, reports or records which were (1) obtained prior to the employment of the Faculty Member, (2) prepared by identifiable selection or evaluation committee members, or (3) obtained in connection with a promotional evaluation.
 - (c) A Faculty Member shall have the right to inspect the file, except as provided in subsection (b) of this Section upon written request. A representative of the Federation, chosen by the Faculty Member, may at the Faculty Member's request, accompany the Faculty Member in this review. The review shall hebe made during normal business hours and at a time when such Faculty Member or Members are not otherwise required to render service to the District.
 - (d) Any item to be placed in the file shall be clearly identified as to its source or originator and its date of receipt by the District.
 - (e) Information that could impact the evaluation of the Faculty Member, except that listed under subsection (b) of this Section, shall not be entered or filed unless and until the Faculty Member is given notice and an opportunity to review and comment thereon. Such comments, including any supporting documents submitted in writing by the Faculty Member and/or the Federation if requested by the Faculty Member, shall be attached and filed accordingly. Such review shall take place during normal business hours, and the affected Faculty Member shall be released from duty for this purpose, if necessary, without salary reduction.
 - (f) Official District personnel files shall also be available to the Board of Trustees, the Superintendent/President, the Assistant Superintendents/Vice Presidents, the Director of Human Resources, the Dean or Associate Dean of the Faculty Member's Division, and

51 to any confidential employee of the District designated to receive such files. No other
52 party shall have access to a Faculty Member's file, except as the result of a legal
53 proceeding, without the written authorization of the Faculty Member.

54
55 **Section-21.2. Right to Representation**
56

57 Upon request by the Faculty Member, the District shall afford the Faculty Member the right
58 to have a Federation representative present at meetings involving the Faculty Member
59 and College Administration which could result in negative consequences to the Faculty
60 Member's employment. This request may be made prior to or during the meeting. The
61 District and the Federation will cooperate to schedule such meetings.
62

63 **Section-21.3. Medical Examinations**
64

- 65 (a) If the District has reasonable cause to believe that a Faculty Member's ability to perform
66 the assigned duties is impaired by a physical, mental, or emotional disease or condition,
67 the District shall informally discuss this concern with the Faculty Member involved and
68 may, if deemed appropriate, suggest that the Faculty Member seek appropriate
69 professional assistance.
70
- 71 (b) If the Faculty Member does not show adequate improvement over a reasonable period
72 of time in the performance of the assigned duties, the President, or Vice President
73 responsible for Human Resources functions, may require the Faculty Member to
74 undergo appropriate examinations by a Board Certified or Board Eligible psychiatrist,
75 physician, or clinical psychologist selected by the District and specializing in the area of
76 concern. The Faculty Member may request that the psychiatrist, physician, or clinical
77 psychologist selected by the District and a psychiatrist, physician, or clinical psychologist
78 chosen by the Faculty Member select a third such professional to conduct the
79 examinations which shall be at District expense. The Faculty Member shall be required
80 to execute a release so that the clinical psychologist, physician, or psychiatrist may
81 make a confidential report of the findings to the President or Vice President responsible
82 for Human Resources functions. In the event the report concludes that the Faculty
83 Member is able to perform the assigned duties, the report shall be destroyed.
84
- 85 (c) A required examination shall be deferred in the event the Faculty Member chooses to
86 take the matter to grievance pending the outcome of the grievance process. Any
87 grievance arising under this Section will begin at Article 22., **Section 4.**
88
- 89 (d) Nothing herein shall preclude the District from taking action pursuant to Education Code
90 Section 87732.
91

92 **Section-21.4. Home Address/Telephone Number**
93

94 Faculty Members are required to keep on file their current home addresses and
95 telephone numbers in the office of the Dean of their Division and in Human Resources.
96

97 **Section-21.5. Non-Discrimination**
98

99 The El Camino Community College District is committed to providing equal opportunity
100 in which no person is subjected to unlawful discrimination on the basis of ethnic group
101 identification, national origin, religion, age, sex, race, color, ancestry, sexual

102 orientation, physical or mental disability or membership or non-membership in any faculty
103 organization.

104
105 **Section 21.6. Budget Requests**
106

107 The District shall establish a procedure whereby each contract and regular Faculty
108 Member will have an opportunity once each academic year to submit written budget
109 requests and recommendations to the Dean of the Division who shall consider such
110 requests and recommendations in making recommendations to the appropriate officials
111 of the District. The Faculty Member may retain a copy of such request.

112
113 **Section 21.7. Committee Meetings**
114

115 Faculty Members who are serving on committees established or recognized by this
116 Agreement, or on committees established by the District, will receive released time
117 without loss of compensation if the committee meeting conflicts with the Faculty Member's
118 class or office hour schedule; however, it is understood that committee meetings shall be
119 scheduled, if possible, at hours that do not conflict with the assigned duties of the Faculty
120 Member involved.

121
122 **Section 21.8. Minimum Qualifications**
123

124 In order to teach in a discipline, a Faculty Member is required to meet minimum
125 qualifications in compliance with the Education Code or have been granted equivalency
126 in accordance with Board Policy.

127
128 **Section 21.9. Tuberculosis Examination**
129

130 **21.9.a A tuberculosis (TB) Risk Assessment is required of each faculty every**
131 **four (4) years and the certificate of completion form shall be filed with**
132 **Human Resources. A risk assessment is a questionnaire that is**
133 **completed by the employee and certified by a trained medical**
134 **professional who can identify adults with infectious tuberculosis without**
135 **the use of an injection or a follow-up exam. If there are no risk factors**
136 **identified during the TB Assessment, the certificate of completion form**
137 **is filed with Human Resources and the individual will not be required to**
138 **do another TB Risk Assessment for four (4) years.**

139
140 **21.9.b Faculty who have had a previously documented positive TB test and have**
141 **completed a chest X-ray showing no active tuberculosis may bring a**
142 **copy of their most recent chest X-ray to El Camino College's Health**
143 **Center or to their personal physician when they are due for their next**
144 **tuberculosis exam.**

145
146 **The medical professional should review the TB Risk Assessment and**
147 **review the chest X-ray. Once cleared, individuals will no longer be**
148 **required to undergo tuberculosis test, assessment, or chest X-ray for the**
149 **duration of their employment at El Camino College. The cost of the**
150 **examination shall be paid by the District, providing that it is administered**
151 **by El Camino College's Health Center or through a medical center**
152 **retained by the District for this purpose. A certificate of completion shall**

153 be filed with Human Resources.

154
155 21.9.c If risk factors are present during the TB Risk Assessment, a tuberculin
156 test shall be required to determine if employee is free of active
157 tuberculosis.

158
159 21.9.d If a tuberculin skin test of a faculty shows a "positive" reaction, the
160 faculty shall be required to have a chest X-ray examination to determine
161 if employee is free of active tuberculosis. The cost of the skin test, chest
162 x-ray and TB Risk Assessment shall be paid by the District, providing
163 that it is administered by the El Camino College Health Center or medical
164 center retained by the District for this purpose.

165
166 21.9.e If the examination results in a finding that the faculty is suspected of
167 having active tuberculosis, the faculty shall be immediately released of
168 all duties, granted any paid leave benefits to which they may be entitled
169 under Article 11, and shall be reinstated only after conclusive evidence
170 is presented that the faculty is free of active tuberculosis.

171
172 21.9.f A faculty who adheres to the faith or teachings of any well-recognized
173 religious sect, denomination or organization, and in accordance with its
174 creed, tenets, or principals, depends for healing upon prayer in the
175 practice of religion, shall complete a TB Risk Assessment every four (4)
176 years and the certificate of completion form shall be filed with Human
177 Resources. The TB Risk Assessment is to be completed by the employee
178 and certified by a trained medical professional. In the event that the
179 medical professional recommends the use of a TB test conflicting with
180 the faculty's religious beliefs and the faculty believes that the active
181 tuberculosis is not present, the faculty may request an examination
182 hearing be held before the Board of Trustees. Education Code 87408.6
183 will be used by the Board of Trustees to reach a resolution.

184
185 [MOU 12/19/2017 as revised; Educ. Code § 87408; 87408.6.]

186
187 ~~(a) — An X-ray of the chest or a tuberculin skin test shall be required of each~~
188 ~~Faculty Member every four (4) years between July 1 and December 31, and~~
189 ~~the results of such examination shall be filed with Human Resources. The~~
190 ~~cost of the examination shall be paid by the District, providing that it is~~
191 ~~administered by the College Health Center or medical center retained by~~
192 ~~the District for this purpose.~~

193 ~~(b) — If a tuberculin skin test of a Faculty Member shows a "positive" reaction,~~
194 ~~the Faculty Member shall be required to have a chest X-ray examination.~~

195 ~~(c) — If the examination results in a finding that the Faculty Member is suspected~~
196 ~~of having active tuberculosis, the Faculty Member shall be immediately~~
197 ~~released of all duties, granted any paid leave benefits to which he may be~~
198 ~~entitled under Article 11, and shall be reinstated only after conclusive~~
199 ~~evidence is presented that the Faculty Member is free of active~~
200 ~~tuberculosis.~~

201 ~~(d) — A Faculty Member may file an affidavit with Human Resources stating that~~
202 ~~the Faculty Member adheres to the faith or teachings of any well-~~
203 ~~recognized religious sect, denomination, or organization, and in~~

~~accordance with its creed, tenets, or principles, depends for healing upon prayer in the practice of religion, and that to the best of the Faculty Member's knowledge and belief that active tuberculosis is not present and request that an examination hearing be held before the Board of Trustees.~~

Section 21.10. Parking

Parking spaces will be provided Faculty Members on District premises. For the term of this Agreement there will be no charge for such parking.

Section 21.11. Confidentiality

Consistent with the ethical standards of the student counseling profession, the confidentiality of the counseling relationship between a counselor and the student counseled shall be respected by all parties.

Section 21.12. Keys

Faculty Members will be required to reimburse the District for lost keys at the District's cost of such keys, unless the keys were lost due to a burglary or reported theft. If re-keying one or more doors is necessary as the result of a lost key, the Faculty Member will also be required to reimburse the District for that cost up to a maximum of fifty dollars (\$50.00).

Section 21.13. Computer Use

The Faculty Computer – Use Agreement is attached hereto as Appendix K.

Signed and entered into this 21st day of February, 2025.

FOR THE DISTRICT

Jane Mijashiro

FOR THE FEDERATION

Laura C Saldaña

