Tentative Agreement SOCCCD Academic Employees Master Agreement 2018-2021

Articles NOT changed

Article II Effect of Agreement Article III Severability Article V Recognition Article VII Management Rights **Article VIII Negotiation Procedures** Article IX Unit Stability Article XII Board Policies Article XIII Reopener Clause Article XVI Part-Time Faculty **Article XVIII Personnel Files** Article XIX Transfers Article XX Travel Article XXI Safety Article XXII Lay-Off Procedures **Article XXIII Discipline Procedures** Article XXIV Federal and State Statutes Regarding Harassment and Discrimination **Article XXV Grievance Procedures** Article XXVIII Workload Banking Program

Article I: Agreement

• Three-year contract: July 2018 to June 2021

Article IV: Definitions

- Defines an FTE day as 7.2 hours
- o Creates "Mutual Agreement" disagreement resolution process
- Distinguishes "Load" from "Workload"
- Load: instructional assignment
- Workload: total contractual assignment, including load, overload, extra duty days and stipend or reassigned activities
- o Minor language changes and deletion of obsolete terms

Article VI: Association Rights

- Specifies District-provided information about faculty members
- Specifies conditions of Association-related leaves
- Defines Association's role in new faculty orientation

Article X: Organizational Security &

Article XI: Professional Dues and Payroll Deductions

- Eliminates "Fair Share"
- Shifts membership monitoring processes to the Association

Article XIV: Assignment, Contract Year, Hours of Service, and Professional Duties

- Defines process to resolve office hour scheduling disputes.
- Requires Title IX and unlawful discrimination prevention training every two years (with pay for part-time faculty)
- Other non-substantive language changes for clarity and consistency

Article XV: Workload

- Part-time "Priority Rehire Eligibility"
 - Begins fall 2020
 - Establishing eligibility
 - An assignment for three of previous six semesters
 - Two consecutive satisfactory evaluations
 - Maintaining eligibility
 - Maintain satisfactory evaluations
 - Maintain regular employment
 - Assignment entitlement depends on previous four semesters average assignment
 - Six or above average LHE/Assigned hours: six LHE or assigned hours
 - From three to six average LHE/assigned hours: three LHE or assigned hours
 - From one to three average LHE/assigned hours: one section or one assigned hour
 - Assignment entitlement subject to section availability
- Part-time faculty members employed for more than 75% of a full load during a semester will be paid from the full-time salary schedule, with benefits.
- Part-time faculty members will be paid for the first week of instruction if a section is canceled less than a week before it is scheduled to begin.
- Part-time and overload library, counseling and Learning Disability Specialist faculty members will be loaded at 2:1, with a corresponding salary schedule change so compensation doesn't change
- CWE compensation increases to .18 LHE per student per term
- The lowest tier of the Department Chair compensation table will be collapsed upward
- Intellectual property rights:

- Intellectual property developed by faculty members belongs to faculty members except
- "Works or inventions for hire" belong to the District
- The District has the right to recover "extraordinary support" from profits
- Course outlines, administrative policies, promotional material belong to the District
- The article is reorganized and has non-substantive changes for clarity and consistency

Article XVII: Evaluations

- New evaluation instrument
 - Much more detailed
 - Five levels:
 - 5—Exemplary
 - 4—Exceeds Standards
 - 3—Meets Standards
 - 2—Partially Meets Standards
 - 1—Unsatisfactory
- All faculty evaluations include a peer review element: The faculty member under evaluation selects a faculty peer to review student evaluations and submit a verification of student evaluation review and discussion
- "Non-substantive errors" not grievable
- Tenure Review process:
 - Allow probationary faculty member to replace mentor
 - Create provision for replacing unavailable TRC member
- Allow for a "performance improvement plan" in any substandard category

Article XXVI: Bonded Sabbatical and Professional Development

 The Sabbatical Committee will consist of "up to" one faculty member from each division/school, plus college and district administrators

Article XXVII: Benefits

- Part-time health insurance allowance
 - Beginning fall 2019
 - Only for those who purchase comprehensive medical coverage
 - Allowance
 - \$381,000 per semester distributed to qualified part-time faculty
 - Up to \$500 maximum

Article XXIX: Leaves

- Update to follow current law
 - family illness leave
 - Paid Parental Leave
- Clarifies part-time sick leave accumulation
- Clarifies personal necessity leave, part-time PN leave
- o Bereavement leave increases to five days for specific immediate family members
- Increase legislative leave to twelve years

Article XXX: Wages

- Raise for all faculty:
 - **2018-19: 2.71%**
 - **2019-20: 2.57%**
 - **2020-21: 2.67%**
- If COLA exceeds raise, we will renegotiate
- Parity ratios:
 - Part-time classroom faculty:
 - 2018-19:57%
 - 2019-20: 57.2%
 - 2020-21: 57.3%
 - Part-time non-classroom and full-time non-classroom faculty overload:
 - 2018-21:48.6%
 - Full-time classroom faculty overload:
 - 2018-19: 48.95%
 - 2019-20: 49.1%
 - 2020-21: 49.15%
- Revises previous instructional experience credit for new hires:
 - 0-5 years: placement on step 1
 - 6 years: placement on step 2
 - 7 years: placement on step 3
 - 8+ years: placement on step 4
- o Clarifies prior non-instructional occupational experience initial credit

Article XXXI: Retired Faculty Benefits

- Revise reduced workload option to match law changes
- Caps annual cost increases for dependents at 10%