

## **Tentative Agreement Summary 2024-2027 Academic Master Agreement SOCCCD**

### **Articles Not Changed**

- Article 2: Effect of Agreement
- Article 3: Severability
- Article 4: Definitions
- Article 5: Recognition
- Article 6: Association Rights
- Article 7: Management Rights
- Article 8: Negotiation Procedures
- Article 10: Organizational Security
- Article 11: Professional Dues and Payroll Deductions
- Article 12: Board Policies
- Article 18: Personnel Files
- Article 23: Discipline Procedures
- Article 24: Federal and State Statutes Regarding Harassment and Discrimination
- Article 25: Grievance Procedures

### **Article 1: Agreement**

- Sets the term of the contract for July 2024 to June 2027.

### **Article 6: Association Rights**

- Adds notification to the VCHR of reassigned time related to Association duties.

### **Article 9: Unit Stability**

- Allows for the temporary appointment of faculty outside of discipline of hire for two semesters. Mutual agreement between the District and the Association must be reached to continue beyond the two semesters.

### **Article 13: Course Content, Copyright Materials, and Intellectual Property Rights**

- States that if a faculty member is unable to complete a course, the District can use their course content during the semester in which the course is taught for the purposes of completing that course (and for one year following).

### **Article 14: Assignment, Contract Year, Hours of Service, and Professional Duties**

- States that the assignment of classes intended primarily for high school students must be by mutual agreement between the dean/academic administrator and the faculty member.
- States that designated office hours by non-classroom faculty should be used primarily for student-related work.
- Adds that part-time faculty may be approved for up to 1.5 hours per semester of optional professional development for DEIA training. This amount can be increased with the approval of the vice president.

- Requires faculty to respond to school/division requests in a timely manner.
- Requires faculty to complete up to four hours of training per year in addition to those that are legally mandated. Two of these hours may be directed by the district and two must be mutually agreed upon by the District and the Association.
- Requires participation in the official commencement ceremony by all faculty (or ½ day of sick leave deducted).
- Moves the requirement that all tenured faculty complete one peer observation per semester to this article (from Article 17).
- Adds that a portion of a faculty member's professional development obligation must be fulfilled by DEIA-designated activities or by activities designed to increase teaching and learning effectiveness.

### **Article 15: Workload**

- Stipulates that a faculty member may be required, with the agreement of the Association, to teach more than three separate preps (but no more than five) in a given semester if the faculty member cannot otherwise make load.
- Adds that all overload assignments are voluntary.
- Allows for a full-time faculty member to exceed 10 LHE of overload in an emergency situation.
- Makes changes in relation to Priority Rehire Eligibility (PRE) including:
  - A course will count towards PRE only if the faculty member served as an instructor for 100% of the term.
  - Removal if obsolete COVID language related to PRE.
  - Addition of provisions protecting PRE status in the event that a part-time faculty member is under investigation by the District.
- Retains mutual agreement regarding activities performed during for 7 of the extra duty days for counselors.
  - Adds language specifying the total amount of hours for extra duty days.
- Adds 7 additional extra duty days for the Choral (vocal) Music Director.
- Adds that mutually agreed upon activities for extra duty days be documented in writing.
- Restructures the department chair compensation table based on current distribution within the four categories.
  - NOTE: The vast majority of department chairs will see an increase in their stipends/reassigned time.

### **Article 16: Part-time Faculty**

- Removes language on automatic interview for part-time faculty because it no longer consistent with recent changes in the hiring process.

### **Article 17: Evaluations**

- Reorganizes sections of the article.
- Adds a pilot process for the Peer Observation where a faculty member being evaluated can elect to have a classroom/worksite observation or a review of their student surveys (old

process).

- The student survey option can be opted for once every 6 years.
- Adds language that the self-evaluation portion of the evaluation (as part of the portfolio) include the following:
  - If course success data disaggregated by race/ethnicity shows consistently lower success rates for any identified group, the faculty member will provide a self-reflection on how their teaching and learning will be adjusted. If course completion percentages fall below 40% for a particular group, the faculty member will also include a plan of action for addressing this disparity.
  - A description of the faculty member’s teaching, learning, and profession practices that support DEIA.
- Revises evaluation instrument to make it cleaner and remove redundancies (to be finalized).

#### **Article 19: Transfers**

- Adds language stating that seniority will not be a consideration if a conflict of interest exists.

#### **Article 20: Travel**

- Makes minor, non-substantive, language changes.

#### **Article 21: Health and Safety**

- Adds the stipulation that the Districtwide Health and Safety Committee be convened within 30 days from the date a request is made by either the Association or the District.

#### **Article 22: Layoff Procedures and FSAs**

- Changes the designation of Faculty Services Areas (FSAs) from a single FSA to multiple FSAs that align with the CCC Chancellor’s Office “Disciplines and Areas” list and its specified minimum qualifications.
- Stipulates that processes will be developed for each faculty member to update their FSA list to include all of those for which they possess minimum qualifications or the equivalent.
- Outlines the procedures that will take place in the event of a layoff or reduction in force.
- Stipulates that in the case of a layoff, impacted faculty members will receive:
  - Up to five days of paid leave to be used in seeking other employment;
  - Continued district-paid benefits for a period of 90 days; and
  - Any additional negotiated items.

#### **Article 26: Bonded Sabbatical and Professional Development Leave**

- Restructures the Sabbatical Committee to include one faculty representative for every 32 full-time faculty members, or portion thereof, in a school or division.
- Adds language ensuring that years previously earned towards sabbatical will not be lost if a faculty member becomes an administrator and then returns to instruction.
- Adds language requiring the committee to consider the president’s recommendation in their determination.

- Adds that faculty can use professional development funds to attend a conference while on sabbatical.

### **Article 27: Benefits**

- Retains all benefits for full-time faculty.
- Makes changes to the part-time health insurance stipends including:
  - Doubling the amount of money available (from \$384,000 to \$768,000 per semester).
  - Creation of a category for people paying under \$100.
  - Increase of the Medicare recipient stipend from \$250 to \$350.
  - Beginning of benefit after 4 semesters of employment (instead of 6).
  - Reduction of the minimum required load from 12 to 9 LHE in the prior 12 months period.
- States that if long term disability insurance becomes unavailable or premiums increase by over 50%, the District and Association agree to meet to negotiate any change to this benefit.
- Allows for the purchasing of a semester long rather than annual parking permit.

### **Article 28: Workload Banking**

- Adds the ability to take partial banked workload leaves once every 6 semesters (full leave is once every 8 semesters)
- Allows for faculty to decide to bank a class one week prior to the start of the class term rather than the start of the semester.

### **Article 29: Leaves**

- Adds 5 days of paid reproductive loss leave.
- Adds one week of paid parental leave, not deducted from sick leave.
  - This leave is to be used prior to and then consecutively with the 12 weeks of parental leave required by the Family and Medical Leave Act (FMLA), which is deducted from sick leave.
- Updates new legal language related to bereavement leave, including:
  - The requirement to use this leave within three months of the death of a family member, with the ability to request an exception.
- Updates new legal language related to family and medical leave.
- Adds that the District can require documentation to support any leave, with the exception of personal necessity leave and sick leave of 5 days or less.

### **Article 30: Wages**

- Raises for all faculty:
  - 2024-25: 1.57%
  - 2025-26: 3.43%
  - 2026-27: 3.58%
  - Reopeners in year 3, if the following occurs:
    - State COLA in year 2 is higher than 3.43%

- State COLA in year 3 is higher than 3.58%
- State COLA in year 3 is lower than 2.08%
- Parity ratio changes:
  - Part-time classroom faculty and summer classroom:
    - 2024-25: 71%
    - 2025-26: 71.5%
    - 2026-27: 75%
  - Full-time classroom faculty overload:
    - 2021-22: 60.95%
    - 2022-23: 61.35%
    - 2023-24: 64.38%
  - Part-time non-classroom and full-time non-classroom faculty overload:
    - LHE salary schedule remains at current compensation rates (already above parity)
- Increases the initial placement of faculty on the salary schedule
  - The cap goes from step 4 to step 6, with each year of experience leading to a step placement
  - There will be a reassessment of the salary placement of all recent faculty who are lower than step 6 in 2024-2025

**Article 31: Retired Faculty Benefit**

- Updates language on legal changes regarding the reduced workload program.
- Adds language stating that if a faculty member is presented with formal charges by the District, they cannot retire or resign and keep their lifelong medical benefits until the evidentiary hearing is concluded. Such faculty will be placed on paid administrative leave.