

AFT 2121 Faculty Ratification Vote

August 15-21, 2016

Tentative Agreement on 2015-2018  
AFT/District Agreement

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# For faculty ratification vote: Aug. 15-21, 2016

## Table of Contents for 2015-2018 AFT/District Agreement

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The following is a table of contents for all items in the new tentative AFT/District Agreement *that contain modifications* from our previous contract. We give a brief description of the changes below with actual new contract language at the corresponding tab. Articles/Sections that do *not* appear below remain the same as in the previous contract.

Art. 1 - Duration, Bargaining Unit, Reopeners, Successor Clause – dates of new contract and annual reopeners on medical rates.

Art. 5.A – Non-discrimination – updating of protected groups/bases.

Art. 7 – Union Rights – Union mail to faculty mailboxes; leaves for Union representatives; info to Union re: enrollment and class cancellations.

Art. 8 – Academic Freedom and Faculty Obligation: new obligation to access District email

Art. 9 – Faculty Evaluations – modifications to existing procedures including:

1. Notice of evaluation sent to faculty via email.
2. Eliminate option for videotaping.
3. Consultation and notification by Dep't Chair with/to Dean re: scheduling evaluations, etc.;
4. Evaluators to consult with Dep't Chair re: information relevant to evaluation criteria that are not observable.
5. Management-initiated evaluations: Mgt had proposed that such evals could be triggered by “conduct outside of the classroom” which AFT rejected. Instead, Mgt-initiated evaluations may be triggered based on “any professional obligation” that is part of the established evaluation criteria.
6. Reorganization of provisions and language for the purposes of clarifying procedures.
7. Suspension of tenure review pay for life of contract.
8. Self-evaluation option only every 12 years instead of 6 years.
9. Improvement plans in the case of unsatisfactory evaluations to be approved by Dean.
10. Tenure review committees: Dean may serve on committee in limited circumstances where the Dep't Chair cannot serve.
11. Evaluation forms to include attendance at required meetings.

Art. 11 Personnel Files

Exhibit M – modification to Student Complaint Procedure: 10 instead of 20 days to resolve at informal and formal level.

Art. 14.E – Transfer – non-substantive reference change.

Art. 17.L Sabbatical leaves – eligibility to include full-time temporary service immediately prior to tenure-track service.

Art. 18 Load and Class Size

1. Lab load factors: improve lab-performance load factor from .67 to .75 eff. 15/16.
2. Reorganization of provisions for clarity.
3. Mgt dropped proposal to mandate 5 office hours/wk instead of current 2. (FT faculty)
4. Credit classes with conference: Mgt refused AFT proposal to establish a new conference lab factored at the lecture rate. Instead, instructors who taught conference hours in 15/16 will not have their pay or load credit reduced if such classes are changed to lab.
5. Mgt rejection of AFT proposal to establish Music lab hours factored at lecture rate.

Art. 19 Calendar

- 19.A – Parties to develop academic calendar two years in advance.
- 19.C – Clarification of counselor flex procedure.
- 19.D – Modification to commencement exercises re: attendance goal.
- 19.G – Commitment to explore viability of compressed calendar.

Art. 20.A – Salaries/Compensation

See Tentative Agreement document. Parties to meet soon on final language and new salary scales.

Art. 20.B – Initial salary step placement

1. Changes impacting newly-hired full and part-time faculty beginning Fall, 2016.
2. Restriction on initial placement for faculty with equivalencies eliminated for new faculty hires effective Fall, 2016.

Art. 21 Benefits

1. Health premiums for faculty in HSS for 2016.
2. Part-timer coverage for months of June, July and August with premiums to be collected over 5 months, January through May, at rate of 1.6X the regular employee premium as per current practice.
3. Drug copay reimbursement reinstated with new \$1,200 threshold or deductible.

Art. 23 – Faculty Service Areas

Bumping rights for tenured faculty in the case of layoff: minimum qualifications and competency criteria.

Art. 25 – Categorical employees

Conceptual agreement re: reemployment rights and sick leave.

**ARTICLE 1**  
**DURATION, BARGAINING UNIT, REOPENERS, SUCCESSOR CLAUSE**

1.A. Duration

This Agreement is between the San Francisco Community College District (hereinafter referred to as “District” or “Board”) and the San Francisco Community College District Federation of Teachers, AFT, Local 2121, AFL/CIO (hereinafter referred to as “Union” or “Local”) and is effective on July 1, ~~2013~~ **2015** and shall remain in full force and effect through June 30, ~~2015~~ **2018** unless otherwise indicated herein.

1.B. Recognition

The District confirms AFT, Local 2121, as the sole and exclusive representative of all academic employees in the San Francisco Community College District, excluding retired faculty, temporary administrators, supervisory, confidential and management employees. However, pursuant to Article 29.A, faculty employed after retirement as faculty are members of the bargaining unit during such period(s) of reemployment and shall retain those rights as enumerated in Article 29.A during such time period .

1.C. Unit Eligibility

The District agrees that it shall notify the Union when full-time faculty return to the unit from the supervisory unit, and when new faculty are hired. Such notification shall be given to the Union as quickly as possible, but no later than 30 working days after inclusion and/or approval by the Board of Trustees.

1.D. Reopeners

It is agreed by and between the District and the Union that the following specified Articles and sections of the current Collective Bargaining Agreement, as amended, shall be subject to reopener negotiations during the term of the Agreement.

Articles 21.A.1 and 21.B.3.1.1

District contributions to medical rates will be reopened as soon as ~~2015~~ **the following calendar** year rates are available.

1.E. Successor Clause

In the event legislation or administrative action is initiated to re-organize San Francisco Community College District into another community college district, the parties shall jointly make their best mutual efforts to establish provisions in any such enactment that will, to the maximum extent possible, preserve the union’s representational status, bargaining unit jobs, and the existing terms and conditions of employment of members of the bargaining unit.

## ARTICLE 5.A (NON-DISCRIMINATION)

~~The District and the Union agree not to discriminate against any faculty member on the basis of race, color, ethnic group identification, national origin, religion, gender, age, marital status, handicap conditions, medical conditions, sexual orientation or status as a Vietnam era veteran.~~

City College of San Francisco prohibits discrimination on the basis of race, religion, sex, national origin, creed, ethnicity, age, physical or mental disability, political affiliation, sexual orientation, ancestry, color, medical condition (e.g., cancer or cancer related illness; HIV/AIDS or related conditions), genetic characteristics (e.g., non-symptomatic carriers of inheritable diseases), gender identity, marital or domestic partner status, parental status, veteran status, height, or weight.

*NOTE: Before approval of this tentative agreement, this proposal will be presented to and for approval by all Unions at SFFCD, as well as the PGC, Academic Senate, Student Senate and Classified Senate.*

## **ARTICLE 7.F.1 (BULLETIN BOARDS/MAILBOXES FOR COMMUNICATING WITH MEMBERS)**

1. The Union shall have the right to use institutional bulletin boards, mailboxes, subject to reasonable regulations and without charge. The Union may send e-mail to faculty members at their District e-mail addresses. Faculty members shall have the right to use District-owned or personal computers to communicate about Union business with each other and with their Union representative(s) by means of the District's e-mail system.

### **1.1 Mailbox Procedures —~~City College, Ocean Campus~~**

1.1.1 District shall box labeled mail in the main mailboxes.

1.1.2 District shall deliver mail in bulk to **the following worksite locations**;

<del>Environmental Horticulture</del>	<del>EOPS</del>
<del>Hotel &amp; Restaurant</del>	<del>Counseling</del>
<del>Photography</del>	<del>North/South Gyms</del>
<del>Reentry Program</del>	<del>Airport</del>

**1.1.3 ~~District shall provide Union with keys to the following locations where Union shall distribute its own mail.~~**

~~Cloud Hall — Business Department~~  
~~Arts Building — 1st and 2nd floors~~  
~~Batmale Hall~~  
~~Library~~  
~~Science Building~~

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## **ARTICLE 7.I.3 (UNION LEAVES)**

The Union may request short-term leave for the purpose of permitting AFT Local 2121 representatives ~~who are not elected officers~~ to attend and represent AFT Local 2121 at meetings or conferences. Except in emergency situations or when waived by management, a request for short-term leave shall be provided to the District's Office of Employee Relations at least 20 days in advance. Such leave will be granted without loss of compensation to the unit member. The Union, upon the District's request, shall reimburse the District for the cost of any instructional or instructionally-related substitute utilized in connection with the short-term leave.

**ARTICLE 8.R (NEW SUBSECTION, “USE OF DISTRICT EMAIL”)**

**Unit members shall use District email for official District communications regarding their professional responsibilities with administrators, Department Chairs, and staff. Unit members shall regularly check their District email for communications from the District and students. Unit members shall provide students their District email address and shall encourage students to utilize such address in email communications regarding their studies.**

## Exhibit M (STUDENT COMPLAINTS)

### Student Complaints

A student complaint is an allegation by a student against a faculty member that the member has harmed a student by violating a policy, rule, or regulation, or otherwise engaged in inappropriate conduct. A complaint does not include a grade or file challenge, or an allegation of discrimination or sexual harassment, or other conduct for which immediate disciplinary action or suspension could result.

Student complaints are governed by the following procedure:

#### Informal Process

1. A complaint should first be raised directly with the faculty member concerned.
2. If a direct meeting does not resolve the complaint, or if either party is unable or unwilling to meet, the complaint should be taken to the faculty member's supervisor.
3. The supervisor may take the following action, including, but not limited to:
  - a. Investigating the complaint.
  - b. Meeting with any party separately or facilitating a joint meeting.
  - c. Recommending appropriate action to any party.
  - d. Recommending an evaluation of the faculty member to the Chancellor.
  - e. Redirecting the matter as appropriate.
4. If the supervisor fails to resolve the complaint within **20 10** semester instructional days, then the student may file a formal complaint in accordance with the process set forth below. Semester instructional days include only regular business days during the Fall and Spring semesters, and not summer sessions.
5. If, after the failure of the supervisor to resolve the complaint at the informal level, the student fails to file a formal complaint within an additional **20 10** semester instructional days, then the matter will be considered dropped unless renewed by the student within the first **20 10** semester instructional days of the next semester.



#### **ARTICLE 14.E (TRANSFER CRITERIA)**

In all transfers, faculty members shall be considered on the basis of credentials, major and minor fields of study, qualifications, affirmative action (**see Article 4**), seniority, job performance, special job-related skills, and the needs of the District.

## ARTICLE 17.L (SABBATICAL LEAVE – FULL-TIME TENURED UNIT MEMBERS)

2. Basic Eligibility – At the time of application, a full-time tenured unit member must have completed at least twelve (12) credited semesters of service requiring certification qualifications or the equivalent, all of which shall have been in the San Francisco Community College District.

General – Unpaid leaves are not counted as service for sabbatical leave basic eligibility; however, credited semesters are not required to be consecutive semesters.

- 2.1 A semester of service shall be credited to full-time employees upon completion of service of at least seventy-five percent (75%) of the regular full load within their discipline for an entire semester.

- 2.2 Temporary part-time service is not credited for eligibility.

- 2.3 Long-term substitute service is not credited for eligibility except that service as a full-time long-term substitute for the complete academic year immediately preceding a full-time contract (probationary) appointment shall be credited as one (1) year.

- 2.4 Grant or categorical service is not to be credited for eligibility except that service as a full-time grant/categorical employee for the complete academic year immediately preceding a full-time contract (probationary) appointment shall be credited as one (1) year.

- 2.5 **Long-term substitute or full categorical service will also be credited for eligibility where such service in a Fall semester immediately precedes a full-time contract (probationary) appointment in Spring semester. Such academic year shall be credited as one (1) year.**

- 2.6 Notwithstanding any such crediting of semesters to long-term substitute or to grant/categorical service, no probationary employee shall be eligible for, or be granted, a sabbatical leave prior to completion of his/her probationary status.

- 2.7 Service intervening between two semesters of a split one-year sabbatical shall be counted toward future sabbatical leave eligibility.

## ARTICLE 18 (LOAD & CLASS SIZE)

18.A. Subject to Article 20.A.3.3, and this Article, current written policy, practices, rules and regulations in effect for unit members in regard to Load and Class Size shall remain in force unless mutually agreed otherwise between the parties.

- ~~1. In the credit program, District agrees to use the .8 small class multiplier only when there is mutual agreement between management and the unit member.~~
- ~~2. In the credit program, census week enrollment figures will be used to determine the size factor.~~
- ~~3. In the noncredit program, a full-time Schedule I instructor's work load shall be 25 contact hours a week.~~

18.B Minimum Class Size – For both credit and noncredit courses, the minimum class size shall be 20; provided, however, that the District may provide for exceptions to this requirement for:

1. 3rd or 4th semester courses in transfer or vocational sequences;
2. Classes with approved capacities below 20 students;
3. Classes where considerations of safety require a lower minimum;
4. Courses for which enrolled students have no alternative enrollment option;
5. Courses for which smaller class size is deemed a valid educational requirement, for example, basic skills and classes for the disabled.

### 18.C Class Cancellation (formerly Article 13, Sections B.6.4, B.8 and B.9)

1. The District may in its sole discretion, at the beginning of any semester, wait until the end of the add/drop period; until after two (2) meetings of an evening class (whichever is later) in the credit program; or wait until the end of two (2) weeks in the noncredit program prior to canceling a class due to low enrollment where exceptional circumstances at the normal time of cancellation (first week) create a reasonable likelihood of maintaining the class due to an increase in enrollment. Any such decision shall be on an individual case by case appraisal by management. Any such decision(s) are non-precedent setting and are non-grievable.
2. Upon advance approval of the Dean/Director, a prior arrangement between the District and a faculty member may be undertaken not to cancel a probable low-enrollment specialized course, or advanced classes in sequence, required within a degree program.
3. Upon written request, the District will provide Union with the print-out

provided management concerning class cancellations. Such print-out will be provided at the same time as distribution to management.

**18.D**      **Load Factors: Type of Assignment**

	<u>Hours per</u> <u>Week</u>	<u>Load</u> <u>Factor</u>
<u>Credit Laboratory Performance, prior to July 1, 2016</u>	<u>22.5</u>	<u>.67</u>
<u>Credit Laboratory Performance, effective July 1, 2016</u>	<u>20</u>	<u>.75</u>
<u>Credit Lecture Laboratory</u>	<u>20</u>	<u>.75</u>
<u>Credit Lecture Laboratory (Science-Related Disciplines Only)</u>	<u>17.65</u>	<u>.85</u>
<u>Credit Lecture Instruction</u>	<u>15</u>	<u>1.00</u>
<u>Credit Composition Instruction</u>	<u>12</u>	<u>1.25</u>
<u>Non Credit/Adult Education Instruction</u>	<u>25</u>	<u>.60</u>
<u>Counselors &amp; Librarians</u>	<u>30</u>	<u>.50</u>
<u>Instructionally Related Activity</u>	<u>35</u>	<u>.43</u>

**18.CE. Load Factors: Credit Course Class Size**

1.      The District shall determine load factor at point of based on projected enrollment. To qualify for load factor, enrollment must be confirmed by census week enrollment.
2.      Credit classes with projected enrollment of 60-100 shall qualify for a 1.5 load factor, and ~~(b)~~ credit classes with projected enrollment exceeding 100 shall qualify for the 2.0 load factor.
23.     For departments that currently utilize the 1.5 load factor, the minimum enrollment necessary for such factor shall be 60; however, the District may provide for exceptions to this requirement. Specific exceptions to this requirement shall include: In the event that the sum of the two overages above 50 but under 60 equals or exceeds 10, the 1.5 load factor shall be granted for one such section only.
- ~~3.      The District shall determine load factor at point of projected enrollment. To qualify for load factor, enrollment must be confirmed by census week enrollment.~~
4.      Existing class size limits for conventional courses shall apply to their online versions.
5.      The size factor applied to telecommunications courses shall be:

- 1.5 for student enrollment of 75 to 114;
- 2.0 for student enrollment of 115 to 154;
- 2.5 for student enrollment of 155 to 194;
- 3.0 for student enrollment of 195 or more.

**6. In the credit program, District agrees to use the .8 small class multiplier only when there is mutual agreement between management and the unit member.**

**18.F ESL Composition Classes 140, 150 and 160**

- 1. Beginning fall semester 2006, ESL 140, 150 and 160 classes shall have a class cap of 28.**
- 2. Beginning spring semester 2007, for ESL 150 and 160 classes, one half hour shall be added to lecture portion of each class.**

**18.G Professional Responsibilities for Full-Time Faculty**

- 1. In addition to a specific load, full-time faculty are expected to devote a reasonable amount of time to professional responsibilities, such as conferring with and assisting students, attending meetings, and serving on committees.**
- 2. Full-time instructors in the credit program are required to hold at least two office hours per week.**

**18.DH Professional Ancillary Activities**

- 1. In accordance with Education Code § 87482.5(c) (1), service in professional ancillary activities by temporary, part-time employees (as defined by Education Code § 87482.5(a)) shall not be used for purposes of calculating eligibility for contract or regular status. The following assignments, in accord with the Education Code, are defined as professional ancillary activities:
  - 1.1 Governance
    - 1.1.1 The parties acknowledge that currently governance activities are performed without pay.
  - 1.2 Staff Development
  - 1.3 Grant Writing
  - 1.4 Advising Student Organizations

2. In addition to the statutorily defined professional ancillary activities, other assignments that do not involve teaching or other comparable duties performed by full-time faculty members may be designated as ancillary and shall not be used for purposes of calculating eligibility for contract or regular status. Other assignments include, but are not limited to:
  - 2.1 Test Coordination
  - 2.2 Service as a representative of an employee organization when granted release time pursuant to this Agreement
  - 2.3 Editing departmental or District newsletters
  - 2.4 Such other activities as are approved through the process reflected in D.3, below.
3. There will be a joint committee for evaluation of other possible assignments that may be designated as ancillary. The committee will consist of at least four members and will contain equal numbers of Union and Management representatives. Department Chairs and/or administrators may submit a written request to the committee to designate an assignment as ancillary. The committee shall promptly evaluate any requests submitted and may request that the requesting Department Chair and/or administrator appear before the committee to provide additional information. Additionally, the committee may draw on other resources in evaluating the request. The committee will strive to make joint recommendations, but may also make independent recommendations to the appropriate Vice Chancellor; in either case, justifications will be included with the recommendations. The Vice Chancellor shall promptly review any recommendations submitted and determine whether an activity can be designated as ancillary. The Vice Chancellor will then notify the Chancellor's designee and the Union of his/her decision in writing. In the event that the Chancellor's designee and/or the Union disagree with the decision of the Vice Chancellor, the decision shall be subject to negotiations.
4. Each assignment of a temporary faculty member to a professional ancillary activity shall be authorized by the District each semester, signed by the employee and the District, and documented in an agreed-upon form.
  - 4.1 Whether the assignment qualifies or does not qualify for contract or regular status shall be indicated on any form signed by an employee.
  - 4.2 AFT will not pursue tenure claims on behalf of employees who accept professional ancillary activity assignments as defined herein.
5. Professional ancillary activities deemed not to count towards eligibility for contract or regular status shall be counted towards eligibility for fringe benefits under Article 21.B.

6. Notwithstanding the above, professional ancillary activities, when combined with the assignment of temporary teaching or other temporary employment under the Education Code, shall not exceed 1.2 FTE per academic year.

**18.EI Full-Time Equivalent Definition for the Purpose of Reporting Service Credit to STRS**

1. To ensure that part-time faculty of community colleges receive the appropriate service credit with STRS, the Education Code was amended on January 1, 2003. Education Code § 22138.5(a) now requires employers to (1) define the number of hours of creditable service that equals “full-time” (FTE) for STRS service credit reporting purposes; (2) state that FTE within a collective bargaining agreement that applies to instructors employed on a part-time basis; and (3) make specific reference to Education Code § 22138.5(c)(5) in the agreement.
2. Pursuant to § 22138.5(a). “Full-time” means the hours of creditable service the employer requires to be performed by a class of employees in a school year in order to earn the compensation earnable as defined in Education Code § 22115 (creditable compensation a person could earn in a school year for creditable service performed on a full-time basis, excluding service for which contributions are credited by the system to the Defined Benefit Supplement Program).
3. For purposes of this provision, reporting STRS service credit under Education Code § 22138.5 “school year” shall be 35 weeks.
4. For the purpose of crediting service under Education Code § 22138.5, the District is required to report a minimum standard of 525 instructional hours per school year. For purposes of compliance with Education Code § 22138.5 and reporting STRS service credit, the hours of creditable service the District reports for temporary, part-time faculty in a school year in order to earn the compensation earnable for creditable service performed on a full-time basis shall be as follows:

<b><u>Class of Part -Time Service</u></b>	<b><u>School Year Hours</u></b>
Credit Laboratory Performance, <b><u>through July 1, 2016</u></b>	787.50
<b><u>Credit Laboratory Performance, effective July 1, 2016</u></b>	<b><u>700.00</u></b>
Credit Lecture-Laboratory	700.00
Credit Lecture-Laboratory (science-related disciplines only)	617.75
Credit Lecture Instruction	525.00
Credit Composition Instruction	525.00
Non Credit/Adult Education Instruction	875.00
Counselors & Librarians	1050.00
Instructionally Related Activity	1225.00

5. This provision applies only for STRS service credit reporting purposes for temporary, part-time faculty. The Parties acknowledge that the District defines full time for credit composition instruction as 420 hours, but under current law the

District is unable to report 420 hours to CalSTRS. Should State Law be amended to provide for a lower minimum standard, the parties will amend this provision to reflect the change in law. Nothing in this provision may be used to determine load calculation, or for any other aspect of employment other than compliance with Education Code § 22138.5.

**~~18.F ESL Composition Classes 140, 150 and 160~~**

- ~~1. Beginning fall semester 2006, ESL 140, 150 and 160 classes shall have a class cap of 28.~~
- ~~2. Beginning spring semester 2007, for ESL 150 and 160 classes, one half hour shall be added to lecture portion of each class.~~

**18.GJ Schedule Deviations (formerly Article 13.B.6)**

1. Any cumulative deviation which exceeds three (3) units from the contractual workload of a full-time faculty member shall be adjusted within the following three (3) semesters wherever possible and not inconsistent with this contract. No employee shall be assigned more than three (3) units or its equivalent of extra-load courses in one semester without the employee's consent. A faculty member who owes units (or hours) will be assigned sufficient extra load courses without pay until deficiencies are balanced, or, at the option of the faculty member, he/she shall have his/her salary reduced proportionately to balance part or all of the existing deficit.
2. In cases where it is necessary to teach more units than those owed or required to balance the deficit, the faculty member shall have the option of being paid for such additional hours over the deficit, or taking a reduced load within the following three (3) semesters.
3. Full-time faculty members who are granted a high enrollment multiplier for classes exceeding an enrollment of 60 students may elect to have the additional teaching units credited as regular load or may elect to receive extra pay.
4. This subarticle J shall not apply to categorical employees.

**~~18.H Class Cancellation (formerly Article 13, Sections B.6.4, B.8 and B.9)~~**

- ~~1. The District may in its sole discretion, at the beginning of any semester, wait until the end of the add/drop period; until after two (2) meetings of an evening class (whichever is later) in the credit program; or wait until the end of two (2) weeks in the noncredit program prior to canceling a class due to low enrollment where exceptional circumstances at the normal time of cancellation (first week) create a reasonable likelihood of maintaining the class due to an increase in enrollment. Any such decision shall be on an individual case by case appraisal by management. Any such decision(s) are non-precedent setting and are non-grievable.~~



- ~~2. Upon advance approval of the Dean/Director, a prior arrangement between the District and a faculty member may be undertaken not to cancel a probable low enrollment specialized course, or advanced classes in sequence, required within a degree program.~~
- ~~3. Upon written request, the District will provide Union with the print out provided management concerning class cancellations. Such print out will be provided at the same time as distribution to management.~~

**18.K Faculty Teaching “Conference” Classes During the 2015/16 Academic Year**

1. All classes currently categorized in whole or part as “conferences” shall be reviewed, and the “conference” portion designated as either lab or lecture, no later than June 1, 2017, through the established curricular processes.
2. Instructors who taught such “conference” courses in 2015/16 shall not have their pay (part-time instructors) or load (full-time instructors) reduced from the amount paid or credited in 2015/16, so long as they continue to be assigned those same classes on an ongoing basis in consecutive semesters.

## ARTICLE 19.A (INSTRUCTIONAL AND SPECIAL CALENDARS)

The Instructional calendar shall be for one hundred seventy-five (175) days.

1. Effective Fall 1999, new full-time faculty hires shall have two additional service days, in their first year of service only, for the purpose of attending mandatory new faculty orientation. They will receive “independent flex credit” for such attendance, but no additional pay.
  2. Instructional calendars shall be set two (2) years in advance, provided that the second year shall remain subject to appropriate amendment for increased consistency with the calendar adopted by the San Francisco Unified School District.
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## ARTICLES 19.C.1.4.1.4 and 19.C.1.4.1.5 (COUNSELING CALENDAR)

1.4.1.4 A counselor wishing to perform services on his/her compensatory days must so state in writing at the time he/she submits his/her schedule of compensatory days. Such statement must include the number of days the counselor wishes to serve for extra pay in lieu of compensatory days off. The District will amend the counselor preference form to include a method to indicate a wish to perform services for extra pay on days otherwise scheduled as compensatory days off, and if so the number of such days desired.

1.4.1.5 Notwithstanding any counselor’s submission or non-submission of a request under subsection 1.4.1.4, any counselor may when requested by Management voluntarily perform services on a date previously scheduled as a compensatory day off for extra pay, in lieu of said compensatory day.

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## ARTICLE 19.D.8 ((FACULTY OBLIGATIONS (ATTENDANCE AT COMMENCEMENT)

~~AFT and the Board agree that it is desirable to have at least 100 faculty in caps and gowns attend commencement exercises each year.~~ AFT and the District Board agree to work cooperatively with each other and the Academic Senate to encourage faculty attendance at commencement exercises each year. The goal is to have one-third (1/3) of full-time faculty at the primary Ocean Campus commencement ceremony, acknowledging that it may be more appropriate for some faculty to attend one of the many smaller graduation ceremonies. Faculty will be encouraged to dress in attire appropriate for the ceremony they are attending. The District shall provide regalia for the Ocean Campus commencement as needed.

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#### **ARTICLE 19.G (COMPRESSED CALENDAR PILOT PROGRAM)**

The parties have an interest in exploring alternative academic calendars to enhance enrollment growth while assessing the attendant impact on student services and the workload of the faculty. Therefore, the parties **agree to meet promptly following ratification of this Agreement to explore the viability of a Compressed Calendar program.**~~agreed to establish the CCPP effective with the Spring Semester 2007, and to continue it through Fall Semester 2007 at a minimum. The CCPP shall be located at the Mission Campus and shall be limited in Spring and Fall Semesters 2007 to noncredit instruction in English as a Second Language. The parties will explore expansion of the CCPP to other campuses and/or disciplines based on the knowledge and experience gained and the overall evaluation of the CCPP during the initial semesters of operation.~~

## **ARTICLE 20.C.1 (SALARY STEP MOVEMENT)**

### **1. Full Time Faculty**

The payment of an annual salary step shall be provided subject to the following limitations:

- 1.1 The full-time faculty member must have served a complete academic year. An academic year for salary purposes shall be service of 75% or more of the hours/load required for a full-time assignment in an academic year.

### **1.2 Semesters on sabbatical leave shall be deemed full service and count towards step advancement.**

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## **ARTICLE 20.D (COLUMN MOVEMENT/PROFESSIONAL DEVELOPMENT PLAN)**

After initial placement on the Full-time Salary Schedule (Exhibit B) or on the Pro-rata Mirror Scales (Exhibits C - C7), faculty shall advance to higher salary columns by satisfying the academic unit (course work) and degree requirements for each salary column (see Section 20.B) within each discipline area.

### **1. The term “unit” is defined to include only the following:**

- 1.1 Graduate courses as defined by the course numbering system of the granting institution. Graduate courses do not require pre-approval by the appropriate Vice Chancellor.
- 1.2 Undergraduate courses as defined by the course numbering system of the granting institution. Undergraduate courses require pre-approval by the appropriate Vice Chancellor. See Section 3, below. Consistent with Article 20.B, courses designated as “post baccalaureate,” “professional” or “specialist” by the granting institution will be considered to be equivalent to upper division courses and therefore also require pre-approval from the appropriate Vice Chancellor. Continuing education courses (“CEU”) and courses for which no credit is granted shall not be credited for purposes of salary column movement.
- 1.3 Undergraduate units from approved sabbatical leaves and pre-approved in-service courses or workshops.

### **2. For movement from Column E to F only for faculty in disciplines not requiring the Master’s Degree, credit will be given for pre-approved in-service courses or workshops offered by the San Francisco Community College District, or industry-sponsored seminars. If approved in advance, these courses or workshops shall receive one unit credit for each 16 hours of attendance and an outside study**

assignment. Or, if there is no outside study assignment, one unit shall be credited for each 32 hours of attendance.

3. To be credited for column movement purposes ~~(except for courses specified under the Professional Development Plan, Exhibit L)~~, the pre-approval form must be submitted to the appropriate dean of the college. While it is preferable to file the form with the dean well in advance of the course start date, the form must be filed in the Vice Chancellor's office no later than the last day to add a class, as defined by the institution offering the course. In making his/her determination the Vice Chancellor will consider whether the course(s) is (are) relevant to the faculty member's discipline, assignment, skills or the faculty member's professional responsibilities. There will be no retroactive approval of undergraduate units already earned.

4. ~~Professional Development Plan: \* Effective Fall 2004, faculty have the option to develop a long-term Professional Development Plan, described in Exhibit L. Undergraduate course units identified pursuant to such a plan are subject to a pre-approval process separate from 20.D.2 and 20.D.3. CEU units, courses, seminars or workshops approved as part of an overall Professional Development Plan may be used for movement to all columns and are not subject to the restrictions of 20.D.1 – 20.D.4. See Exhibit L for details.~~

~~\* The parties shall evaluate the program in EXHIBIT L in Fall 2008. Unless the parties evaluate and expressly extend or modify the program by the last day of Fall Semester 2008, it shall "sunset" at that time.~~

45. In order to be credited, documented units and degrees shall not have been previously used for salary placement or column movement, and documentation must be received by the District's Human Resources office by November 30 to affect salary placement for that current academic year.
56. Documentation must consist of official transcripts mailed directly to the District by the granting institution. Each faculty member is solely responsible for requesting and arranging for the payment of the official transcript.
67. All course units are to be from accredited institutions. Semester units are assumed for purposes of computing applicable course units. Quarter units shall be converted to semester units using established District formula. After all quarter units have been totaled and converted to semester units, partial unit totals shall be rounded to the closest whole number; .5 and above shall be counted as one (1).
78. Units determined to be appropriate for column advancement but insufficient in number to advance a faculty member to the next column shall be considered to be vested units. Vested units (including "grand-parented" units under the 2000-2003 CBA) may be credited toward future column advancement.

- 89.** Effective Spring 2005, courses that are identically numbered may be credited more than once when the course is graded and given credit each time completed, and (1) the content or learning objectives of the course vary despite a constant course number, or (2) the course repeated is required for a degree. Faculty members may be required to submit to the District's Office of Human Resources proof of course, degree and/or program requirements in order to receive credit for courses repeated.
- 

#### **ARTICLE 20.G (EXTRA COACHING ASSIGNMENTS)**

*The District and AFT agree that they will after ratification of this successor Agreement meet promptly for the purpose of incorporating language into the CBA that reflects the current agreement and practice regarding coaches' compensation, including pay for post-season playoffs and released time and pay for Head and Assistant Coaches and Athletic Directors.*

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**ARTICLE 21.A.2.3 – DRUG COPAY REIMBURSEMENT FOR  
CONTRACT AND REGULAR FULL-TIME FACULTY**

2.3 ~~Effective July 1, 1993, o~~Only employees and their eligible dependents with District-provided Health Service System health plans shall be eligible for the District-provided Drug Plan. Employees and their eligible dependents shall first obtain prescriptions through such plans. In any Plan Year where an eligible employee and/or his/her eligible dependents pays prescription drug co-payments exceeding \$1200, t~~The District shall reimburse the employee or eligible dependent co-payments~~ in excess of \$1200, if any, subject to the following provisions:

2.3.1 The Plan Year shall run from November 1 to October 31.

2.3.2 All Claims under this benefit must be submitted to the District during the period from November 1 to November 15.

2.3.3. In order to receive reimbursement under this provision, the employee must submit appropriate documentation of the amount paid for qualifying co-payments in excess of the \$1200 deductible. Forms and instructions for this process shall be developed by Human Resources.

2.3.4 Total District payments for co-payment reimbursements in any single Plan Year, unit-wide, shall not exceed \$20,000. In the event that more than \$20,000 in eligible co-payments are submitted, payments shall be prorated proportionally based on the relationship of the employees submissions to the whole.

2.3.5 Employee dependents who are not participating in a District-provided Health Service System health plan shall not be eligible for benefits under the District-provided Drug Plan.

## ARTICLE 21.A-21.B (FRINGE BENEFITS)

### A. Fringe Benefits – Full-time Employees

#### 1. Medical

The District shall continue to provide medical care insurance programs to Contract and Regular Full-time employees, and other employees who were covered as of September, 1981, in accordance with provisions of the City Charter.

There are no changes for the monthly employee contributions towards medical premiums for the period 7/1/13 to 12/31/15. Those employee contributions shall be as follows:

	Blue Shield	Kaiser	City Health Plan
Employee only	54.81	0	680.05
Employee +1	268.47	161.21	1,476.65
Employee +2	625.14	479.53	2,325.15

On a one-time basis, employees enrolled for 2015 in Kaiser Employee + 1, Kaiser Employee + 2, or the City Health Plan **shall received**, in their April **2015** pay, **received** a lump-sum payment in reimbursement for the annualized difference between the employee contribution set forth above and that contribution adjusted for a proportionate share of 2015 total premium reductions, after accounting for elimination of the HSS contribution not paid in 2015. **That one-time, lump sum payment shall be as follows:**

	Blue Shield	Kaiser	City Health Plan
<del>Employee only</del>	-	-	<del>1,419.31</del>
<del>Employee +1</del>	-	<del>36.72</del>	<del>3,110.72</del>
<del>Employee +2</del>	-	<del>58.20</del>	<del>4,985.25</del>

**The parties further agree that the “Adjusted 2015 Employee Contribution Rates” set forth in the following chart shall be the basis for the negotiation of medical contributions for Calendar Year 2016:**

	Blue Shield	Kaiser	City Health Plan
<del>Employee only</del>	<del>54.81</del>	<del>0</del>	<del>561.77</del>
<del>Employee +1</del>	<del>268.47</del>	<del>158.15</del>	<del>1,217.42</del>
<del>Employee +2</del>	<del>625.14</del>	<del>474.68</del>	<del>1,909.71</del>

**Effective 1/1/16, Employee contributions towards monthly health premiums shall be adjusted to reflect the proportionate District and Employee share of changes in health care premiums during the 2015 calendar year. Additional changes to total monthly premiums effective in 2016 shall be absorbed by the**



**District without impact to Employee contributions. The parties agree that the cost to the District of paying what would otherwise have been the employees' proportionate share of 2016 medical insurance premium increases shall be a relevant factor in subsequent salary negotiations. The new monthly Employee contributions shall be as follows:**

	<u>Blue Shield</u>	<u>Kaiser</u>	<u>City Health Plan</u>
<u>Employee only</u>	<u>54.81</u>	<u>0</u>	<u>306.04</u>
<u>Employee +1</u>	<u>268.47</u>	<u>158.15</u>	<u>714.99</u>
<u>Employee +2</u>	<u>625.14</u>	<u>474.68</u>	<u>1215.76</u>

\* \* \* \* \*

**B. ~~Fringe~~ Benefits – Part-Time Employees Medical and Dental/Orthodontia**

**1. Eligibility**

1.1 Part-time employees who are beginning at least their third semester and who are assigned either twelve and one-half (12½) hours or more per week for a semester in the noncredit program or seven and one-half (7½) units or more per week for a semester in the credit program will be provided health and dental coverage as outlined in this section. For purposes of this section, employees must serve at least 75% of the service days required in a full semester within that assignment.

1.1.1 Effective Spring Semester 2002, part-time employees who (1) were eligible for and received coverage during the Spring Semester, and (2) are subsequently hired for the Fall Semester at a load making them eligible for benefits will be provided health and dental coverage for the Summer period.

1.1.2 In order to continue health benefits through the Summer period, the District will make additional deductions from employees' paychecks in the months of ~~May and June~~January through May to cover applicable employee premiums during the Summer months of June, July and August~~period~~, if any. The effective rates for January through May shall be 1.6 X the regular employee premium. Each year, ~~in April~~prior to January, employees will be notified in writing of the increased employee premiums for January through May to pay for Summer coverage~~applicable rates and asked to indicate any changes in health plan coverage made during the open enrollment period. Employees who fail to respond to the District will (1) have deductions made from their paychecks in the months of May and June based on health plan coverage information available to the district at that time and (2) be subject to further payroll adjustments as necessary in August or September.~~

***NOTE: District agrees to meet and confer on additional changes to 1.1.3 to reflect current practices.***

1.1.3 Employees who are not hired for the subsequent Fall or Spring Semester at a load making them eligible for health and dental benefits shall have their benefits terminated. Benefits shall be terminated effective at the conclusion of the week before Fall or Spring Semester instruction commences. Effective Fall Semester 2009, the District will, in advance of the termination of benefits, notify the Union of any part-time unit member who it determines is no longer eligible for benefits and whose coverage is being terminated.

1.1.4 Effective Fall Semester 2000, part-time employees initially determined to be eligible for health and dental coverage for a semester under Section 1.1, above, subsequently shall not be determined to be ineligible for health and dental coverage under that section if they should suffer a reduction in assigned hours/units in the same semester due to class cancellation(s) because of low enrollment, provided they continue to be assigned for a minimum of five (5) hours per week in the noncredit program or a minimum of three (3) units per week in the credit program. For purposes of this section, employees must serve at least 75% of the service days required in a full semester within that assignment. The total expenditure for this benefit and transit/parking fees (Article 20) shall not exceed \$50,000 in any year during the three-year period covered by this Agreement (a total allocation of \$150,000 for the three-year period).

~~1.1.4.1 For Academic Year 2009-2010 in light of the fiscal crisis and course and schedule reductions prior to the beginning of the Fall and/or Spring semester(s), the District shall not deem part-time faculty ineligible for health and dental coverage provided they were (1) eligible for health and dental benefits in the prior semester, and (2) continue to be assigned for a minimum of five (5) hours per week in the noncredit program or a minimum of three (3) units per week in the credit program. The parties may reopen this provision of the agreement to discuss whether the provision should be continued beyond the 2009-2010 Academic Year.~~

~~Section 1.1.4.1 continues for Academic Year 2010-2011; provided, however, that no later than spring 2011, the appropriate Department Chair or Dean must certify that a part-timer retaining eligibility under this Section did not do so through a voluntary reduction in their assignment.~~

**1.1.4.2** Effective Spring Semester 2001, part-time employees who are beginning at least their third semester and who receive assignments with effective dates that cause the employees' load levels to vary during a semester shall be deemed eligible

for health and dental coverage provided the employees, on average, work either twelve and one-half (12½) hours or more in the noncredit program or seven and one-half (7½) units or more in the credit program during the semester. For purposes of this section, employees must serve at least 75% of the service days required in a full semester within that assignment.

- 1.2 Part-time employees within the credit program whose teaching assignment within a department is limited to eight or nine hours per week and such hours do not equal at least seven and one-half units of credit due to laboratory or lab/lecture load differentials may apply for such coverage. Such applications shall be processed through the consultation procedure between District and Union on a case-by-case basis. Any exception granted shall be documented and provided to the Human Resources Department.
- 1.3 Any other exception that in the view of the Union is unjust or unfair to an individual because the assigned workload in credit or noncredit does not meet the eligibility criteria of this section, may be submitted by the Union on a case-by-case, semester-by-semester basis. Any coverage allowed as an exception in an individual case shall not be considered or construed as a precedent in any way or in any manner. The District decision on each case is not grievable or appealable under any process. Any exception granted shall be documented and provided to the Human Resources Department.
- 1.4 Effective Fall Semester 2004, part-time faculty members who give birth will remain eligible for District-paid medical and dental benefits for a maximum period of up to 12 weeks while caring for their newborn child, provided they were already enrolled for and receiving such benefits. The twelve-week period for the care of a newborn child shall not include the six week period of disability under Article 17, Section D, Paid Maternity Leave.
- 1.5 For purposes of this section, effective Academic Year 2006-2007, following a break in service of more than four consecutive semesters (a one-month grace period shall be given), an employee shall revert to third semester status provided he/she had attained at least that status prior to the break in service. Employees who do not revert to third semester status following a break in service must establish eligibility pursuant to Section 1.1, above.

## 2. Dental Insurance

- 2.1 Effective July 1, 1990, eligible employees will be provided, at District expense, as long as so employed, the Delta Dental Plan of California one-hundred percent (100%) Dental Insurance Program, including orthodontia, for employee and dependents, in accordance with carrier requirements.

2.2 The District shall, during the life of this Agreement, pay increased premiums for such coverage, if any.

3. Health Insurance

3.1 Eligible employees will be provided coverage as long as they remain eligible during the academic year. (See 21.B.1 et. seq.)

3.2 There are no changes for employee medical premium contributions for the period 7/1/13 to 12/31/15. Those employee contributions shall be as follows:

	Blue Shield	Kaiser	City Health Plan
Employee only	54.81	0	680.05
Employee +1	268.47	161.21	1,476.65
Employee +2	625.14	479.53	2,325.15

On a one-time basis, employees enrolled for 2015 in Kaiser Employee + 1, Kaiser Employee + 2, or the City Health Plan **shall received**, in their April **2015** pay, **received** a lump-sum payment in reimbursement for the annualized difference between the employee contribution set forth above and that contribution adjusted for a proportionate share of 2015 total premium reductions, after accounting for elimination of the HSS contribution not paid in 2015. **That one-time, lump-sum payment shall be as follows:**

	Blue Shield	Kaiser	City Health Plan
Employee only	-	-	<del>1,419.31</del>
Employee +1	-	<del>36.72</del>	<del>3,110.72</del>
Employee +2	-	<del>58.20</del>	<del>4,985.25</del>

**The parties further agree that the “Adjusted 2015 Employee Contribution Rates” set forth in the following chart shall be the basis for the negotiation of medical contributions for Calendar Year 2016:**

	Blue Shield	Kaiser	City Health Plan
Employee only	<del>54.81</del>	<del>0</del>	<del>561.77</del>
Employee +1	<del>268.47</del>	<del>158.15</del>	<del>1,217.42</del>
Employee +2	<del>625.14</del>	<del>474.68</del>	<del>1,909.71</del>

**Effective 1/1/16, Employee contributions towards monthly health premiums shall be adjusted to reflect the proportionate District and Employee share of changes in health care premiums during the 2015 calendar year. Additional changes to total monthly premiums effective in 2016 shall be absorbed by the District without impact to Employee contributions. The parties agree that the cost to the District of paying what would otherwise have been the employees’ proportionate share of 2016**

**medical insurance premium increases shall be a relevant factor in subsequent salary negotiations. The new monthly Employee contributions shall be as follows:**

	<b><u>Blue Shield</u></b>	<b><u>Kaiser</u></b>	<b><u>City Health Plan</u></b>
<b><u>Employee only</u></b>	<b><u>54.81</u></b>	<b><u>0</u></b>	<b><u>306.04</u></b>
<b><u>Employee +1</u></b>	<b><u>268.47</u></b>	<b><u>158.15</u></b>	<b><u>730.68</u></b>
<b><u>Employee +2</u></b>	<b><u>625.14</u></b>	<b><u>474.68</u></b>	<b><u>1244.35</u></b>

3.3 Coverage shall commence on the first day of the pay period following the first payroll deduction.

3.4 Coverage shall cease on the last day of the pay period in which termination occurs.

## ARTICLE 23 (FACULTY SERVICE AREAS)

23.A. ~~The parties shall conduct additional negotiations on the subject of Faculty Service Areas during the term of this Agreement. Issues include:~~

- ~~1. A review of relevant Education code sections to ensure accuracy, relevancy, and compliance with State law.~~
- ~~2. Periodic updates of defined faculty service areas (FSAs) for credit and noncredit modes of instruction.~~
- ~~3. Competency criteria for faculty teaching in the credit and noncredit modes of instructional; and~~
- ~~4. Any other issues identified and mutually agreed to by the parties.~~

### Definitions

#### 1. Faculty Service Area (FSA)

A Faculty Service Area (FSA) is a service or instructional area or group of related services or instructional subject areas performed by faculty and established by a community college district.” (See Ed. Code section 87743.1.) The sole function of FSAs under the Education Code is to provide a rational and workable framework within which retreat rights, seniority rights, and bumping rights can be exercised by faculty in the event of an official reduction in force pursuant to Education Code sections 87743-87746.

The District’s FSAs are established and shall be maintained according to the Disciplines List, as adopted by the State Board of Governors of California Community Colleges and contained in the latest “Minimum Qualifications for Faculty and Administrators in California Community Colleges” as published by the California Community College Chancellor’s Office (CCCCO), except that each foreign language shall be deemed a separate FSA.

FSA membership shall not impact current practices and procedures governing class assignments outside the discipline or disciplines in which a faculty member was initially hired to provide instruction.

#### 2. Career, Arts and Technical Education FSAs

The parties shall meet promptly following ratification of this Agreement for further discussions in good faith, in order to identify the Disciplines that shall be designated as Career, Arts and Technical Education FSAs.

#### 3. Competency Criteria

Competency Criteria are requirements, established by agreement between the District and AFT, which must be met in addition to minimum and local qualifications by a faculty member to be recognized as competent to serve in a specific FSA.

23.B Assignment to FSA(s)

1. Primary FSA(s)

a. Assignment at Initial Hire

At the time of hire, every full-time and contract faculty member shall be assigned by the District to one or more "Primary" FSAs based on the teaching assignment(s) for which they were hired as a full-time or contract faculty member. The District shall maintain all current discretion over employment decisions, provided that in no case shall any individual be hired and assigned into any FSA for which he or she does not (1) meet state minimum qualifications for the relevant Discipline as set forth in Sections 53400 *et seq.* of Title 5 of the California Code of Regulations, including equivalency established consistent with those Regulations and District Policy, or possess a valid Credential allowing him or her to teach in the relevant Discipline, (2) satisfy any duly adopted local qualifications established for the specific Discipline at issue, and (3) possess any special competencies determined by legal requirements related to the subject matter of the relevant FSA.

b. Current Faculty

Faculty employed prior to the date of ratification of this 2015-2018 agreement shall be assigned by the District to one or more Primary FSAs based on their qualifications and teaching assignments as of that date.

2. Secondary FSAs

Any tenured faculty member may, prior to September 1 of any academic year, petition for recognition of competence in additional "Secondary" FSAs by submitting a written request to Human Resources using the form attached as EXHIBIT R. The petition shall include all documentation/evidence necessary to demonstrate that the faculty member meets Competency Criteria requirements as set forth in Section 23.C, below. It shall be the responsibility of the employee to request inclusion in Secondary FSAs by utilizing this process and to provide the District with all records necessary to substantiate the claim of competency.

Secondary FSAs shall apply in the event of a reduction in force consistent with Education Code requirements, but outside that context shall not create any right for the faculty member to actually be assigned teaching assignments in the Secondary FSA.

23.C

***NOTE: The parties agree to promptly meet following ratification of this Agreement to consult regarding the form to be used for requesting secondary FSAs.***

Competency Criteria

An employee is presumed to be competent in the Primary FSA(s) to which he or she is initially assigned, based upon the discipline or disciplines for which he or she is or was initially hired to teach. To demonstrate competency to be included in a Secondary FSA for the purposes of a reduction in force, however, the faculty member must satisfy the following criteria:

- (1) Possession of:
  - (a) State minimum qualifications for the relevant Discipline as set forth in Sections 53400 et seq. of Title 5 of the California Code of Regulations (including equivalency), OR
  - (b) A valid Credential authorizing the employee to teach in the relevant Discipline; AND
- (2) Any and all duly adopted local qualifications for the relevant Discipline; AND
- (3) Any special competencies and/or licensures determined by legal requirements related to the subject matter included in the specific FSA; AND
- (4) In the case of Career, Arts and Technical Education FSAs, only, either:
  - (a) Satisfactory substantial and/or consistent teaching experience as the instructor of record (or in the case of counseling or library FSAs, satisfactory provision of services in the relevant area) within the past five (5) years in the FSA, or in the relevant Discipline or its equivalent at another accredited college or university; OR
  - (b) Demonstration of substantial and/or consistent professional experience in the relevant field within the previous five (5) years; OR
  - (c) Submission of a portfolio or performance demonstration satisfactorily demonstrating currency and quality for those skills necessary for teaching within the FSA at the District.

23.D Evaluation of Secondary FSA Applications

A Committee consisting of the Vice Chancellor of Academic Affairs or designee, an Associate Vice Chancellor of Academic Affairs, a Dean, two (2) representatives of the Academic Senate and one (1) member chosen by AFT shall review the materials submitted by an applicant for any Secondary FSA. In the case of applicants for



Secondary Career, Arts and Technical Education FSAs who choose to submit a portfolio or performance for review under Section 23.C(4)(b)(ii), the Committee shall whenever possible include at least two (2) faculty members from the relevant Discipline. Based on the materials submitted, the Committee shall decide whether the applicant has demonstrated he or she meets the Competency Criteria set forth in Section 23.C, above. An FSA shall be awarded where a majority of the Committee votes in favor of doing so. In the event that the committee does not find that the Applicant has satisfied the necessary Competency Criteria, it will provide an explanation of its decision in writing.

#### 23.E Disputes over FSA decisions

Any dispute arising from an allegation that a faculty member has been improperly denied an FSA shall be classified and procedurally addressed as a grievance under Article 22 of this Collective Bargaining Agreement.

#### 23.F Expiration of Career, Arts and Technical FSAs

In recognition of the fact that it is exceptionally important that instructors in Career, Arts and Technical Education FSAs maintain current skills and knowledge in their rapidly changing fields, Career, Arts and Technical Education FSAs shall expire at the end of any consecutive eight (8) year period unless (1) the instructor satisfactorily teaches at least one course in the relevant discipline at the District or another California Community College District, or (2) the instructor reapplies prior to the expiration date for a further eight (8) year FSA term, by demonstrating that he or she continues to meet Competency Criteria for the FSA consistent with the requirements of Article 23.C above.

#### 23.G Record of FSAs

According to Education Code section 87743.4, each District shall maintain a permanent record for each faculty member employed by the District of each FSA for which the faculty member possesses minimum qualifications for service and has established Competency pursuant to District competency standards as set forth in Section 23.C above. The record shall be maintained in the faculty member's personnel file.

#### 23.H Role of FSAs in Reductions in Force

Pursuant to Education Code section 87743, the service of no regular employee shall be terminated while any probationary employee, or any other employee with less seniority, is retained to render a service in an FSA for which that employee is both qualified and has been deemed competent pursuant to Sections 23.B and 23.C, above.

#### 23.I Evaluation of Faculty After "Bumping" Into Secondary FSAs

**In the event that any faculty member as a result of Reduction in Force “bumps” into a position rendering service in a Secondary FSA, a Peer-Management Evaluation shall occur during the first year of the new assignment. Subsequent evaluations shall occur at the intervals and using the procedure specified in Article 9 of this Agreement.**

## **CONCEPTUAL AGREEMENT ON ART. 25 CATEGORICAL EMPLOYEES RE: REEMPLOYMENT PREFERENCE RIGHTS AND SICK LEAVE**

The District and AFT agree that they (1) are in conceptual agreement regarding changes to current CBA provisions and practices related to categorical employment and sick leave as specified below, and (2) will form an appropriate committee to meet promptly following resolution of the successor agreement, by means of which the parties will develop more specific and appropriate language, processes, forms, procedures, systems and timelines for implementing these conceptually agreed upon changes:

- (1) Categorical assignments shall be included in load for PT unit members (on a going forward basis).
- (2) FT and PT categorical employees who have been evaluated and received a rating of satisfactory shall have first right of refusal to assignments offered in the same categorically funded program and position.
- (3) To the extent that it can be accomplished lawfully and without impairment of contractual or statutory obligations:
  - a. The separate sick leave scheme currently specified in CBA article 25.F shall be eliminated on a going forward basis and merged with the sick leave scheme generally applicable to general fund assignments.
  - b. As part of this merger, current sick leave accruals for categorical employment would be combined with sick leave previously accrued for general fund employment, and after said combination the combined hours shall be usable as specified in the sick leave provisions generally applicable to general fund assignments.
  - c. This combination and merger of the categorical and general fund sick leave schemes and accruals shall occur, if at all, within one (1) year after resolution of the successor agreement.
- (4) After the separate sick leave scheme currently specified in CBA Article 25.F is eliminated and accrued sick leave is consolidated, categorical employees shall be eligible to participate in the Voluntary Sick Leave Back benefit as specified in CBA Article 17.E on the same basis as non-categorical employees.
- (5) The parties will explore the option of utilizing hourly sick leave for all categories of employee.
- (6) Article 25 shall be amended as appropriate to include all applicable references and provisions in light of these and any other agreements impacting Categorical employees.