



San José/Evergreen Faculty Association, AFT 6157

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Summary of the Tentative Agreement Between FACULTY ASSOCIATION, AFT 6157 and SAN JOSE EVERGREEN COMMUNITY COLLEGE DISTRICT

December 12, 2006

The following represents the summary of the tentative agreement reached between the FA, AFT 6157 and the District on the full contract agreement that expired June 30, 2006.

Article 4: Additional Faculty Members Rights: Emeritus faculty may also enroll in classes at SJECCD without charge

Article 5: Faculty Association Rights: we will no longer receive social security numbers from the District in order to protect against identify theft

Article 8: Full Time Faculty Salary

1. **5.92% salary increase effective July 1, 2006**
2. Movement across the Salary Schedule: Faculty who submit verifying evidence of completion for movement across salary schedule by the 15th of the month shall be entitled to movement in the next pay period
3. Undergraduate Units will be approved by the PRC

Article 9: Adjunct Faculty and Substitutes

1. **5.92% salary increase effective July 1, 2006**
2. **Adjunct Faculty Salary Schedule-Pro Rata Agreement:**
 - a. There is currently approximately \$666,525 allotted to SJECCD for part time parity pay.
 - b. The District and Union agree that this money will be used to move all hourly instruction onto the full time salary schedule at an agreed upon pro rata amount effective with the Fall 2007 semester. The details of the implementation of this agreement will be negotiated during Spring 2007.
 - c. The hourly salary schedule (Appendix D) will cease to exist.
 - d. The Union and District will meet and negotiate to determine the pro-rata percentage for placing the adjunct faculty on the full-time faculty salary schedule. The parties agree that the implementation of this section shall not result in a decrease in pay for any current adjunct faculty member.
 - e. Any new contract language needed to facilitate the understanding and implementation of transition of the adjunct faculty onto the full time salary schedule will be negotiated between the Union and the District no later than May 15, 2007



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3. Delete obsolete **Seniority Rehire Preference (SRP)** language and add: adjunct faculty who complete their 3 consecutive semesters at 40%/33% shall receive a letter from SJCC/EVC notifying them of their new SRP status.
4. Flexible Spending Account IRC 125-shall be available to adjunct in accordance with legal requirements
5. Add FMLA for eligible adjunct faculty

Article 10-Professional Recognition

1. Faculty may move across and down the salary schedule while on sabbatical
2. Movement down the Salary Schedule for Professional Recognition: Faculty who submit verifying evidence of completion for movement down the salary schedule by the 15th of the month shall be entitled to movement in the next pay period
3. Further clarified language regarding examples of professional recognition activities

Article 11-Working Days/Calendar

1. Changed **Instructional Development Days** (IID Days) to Professional Development days (PD Days) and changed the name of the IIC (Instructional Improvement Committee) to PIC (Professional Improvement Committee)
2. **Nursing Faculty**-agreed to increase the work year to an 11 month calendar with number of days to be determined
3. **Additional mandatory PD Day** on the first PD Day in the fall (making 2 mandatory days).
4. Further clarified examples of activities for PD Days and for Alternate proposals

Article 12-Workload, Class Size/Class Cancellation

1. **Lecture/Lab Parity:**
The parties acknowledge that the FA proposal regarding science and nursing lecture lab parity is an important priority in bargaining for a successor agreement. At this time the District does not have a position and/or direction to resolve this issue. In reaching an agreement to settle the first year of this three year successor agreement the parties agree as follows:
 - a. Science and Nursing Lecture lab parity will be an agreed upon re-opener for July 1, 2007 of the successor Agreement.
 - b. The District agrees to develop a science and nursing lecture lab parity counterproposal which would be presented at the beginning of bargaining on the re-openers for July 1, 2007.
2. **Counselors Hours:** Agreement to hold a meeting between 2 Deans of Counseling, 2 Counseling Faculty Members, 2 Union Negotiations members and 2 District Negotiations members to discuss counselor working hours.

Article 14-Sabbaticals-deleted obsolete language regarding settlement of a previous grievance and added: ability move across and down salary schedule during a sabbatical



Article 16-Transfer

1. Put in contract that transfer includes movement within a campus
2. Dean may establish an Evaluation Committee in the first year for a tenured faculty member changing disciplines

Articles 17 Benefits-District will increase the amount of contribution to level currently being paid by the District

Article 20, 21 and 21A- Evaluation Procedure

1. **Self Evaluation**-no longer optional- should include information about teaching experience, student success and curriculum development
2. **Growth and Development Plan:** will include information about competency in performing instructional duties, plans to participate in professional responsibilities and plans to maintain/develop professional relationships with students. Language to be determined regarding non instructional staff
3. **Portfolio**-includes copy of course syllabi

Article 22-Community Complaints/Discipline/Rare and Compelling Circumstances

1. **Informal Progressive Discipline**-bargained language in the contract that clearly spells out progressive discipline including: verbal reprimand, written warning, and written reprimand
2. Not subject to the grievance procedure but may appeal to the VC of Human Resources

Term and Reopeners:

1. Three year contract expiring June 30, 2009
2. July 2007 Reopeners: Article 5,8,9,12.3.1.2, 17 and two articles of each parties choice
 - a. **Restructuring and Increasing the Advanced End of the Salary Schedule:**
The District and the Union agree that the parties are committed to addressing any market equity issues identified for the advanced steps (e.g. steps 8 and higher) of the salary schedule to make SJ ECCD salaries more competitive in the Bay 10+2.
3. July 2008 Reopener: Articles 8,9,17 and 2 articles of each parties choice