



San José/Evergreen Faculty Association, AFT 6157

2100 Moorpark Avenue, San Jose, CA 95128-2799 • (408) 288-3779 • Fax (408) 295-7482 • faculty.association@sjeccd.org

Summary of the Tentative Agreement Between FACULTY ASSOCIATION, AFT 6157 and SAN JOSE EVERGREEN COMMUNITY COLLEGE DISTRICT Rollover of Contract and Other Changes February 10th and 11th, 2010

The following represents the summary of the tentative agreement reached between the FA, AFT 6157 and the District on the Full Contract that expired June 30, 2009.

With the ratification by the membership both sides agree to roll over the full contract. The contract will expire on June 30, 2010 with the full contract opened again on July 1, 2010.

OTHER CHANGES:

Article 8-Full Time Faculty Salary, Hire Dates and Seniority Numbers: change title

- Due to the fiscal situation in California there will be no COLA increase at this time for full time faculty.
- **Article 8.10 Hire Dates**-ensures that faculty hired as full time temporary at 75% or more in the previous year to being hired as a full time tenure-track contract faculty will have their date of hire/seniority date adjusted
- **Article 8.11 Seniority Numbers:** codified in the contract that all new full time faculty will receive seniority numbers within 30 days of their employment

Article 9-Adjunct Faculty and Substitutes:

- Due to the fiscal situation in California there will be no COLA increase at this time for adjunct faculty.
- **9.18 Seniority Rehire Preference (SRP)**
 - Creates new language to protect adjunct faculty in their third semester of attaining SRP if they are offered 33%/40% and then their class gets canceled or they get bumped
 - If adjunct attaining SRP still work 10% or more in that semester, then they can be evaluated and attain SRP
- **9.19 Summer School/Intersession:** Adjunct faculty in their first year of employment with the District shall be placed at the bottom of the rotation in determining order of assigning summer school/intersession.
- **9.23** Increase the faculty members' right to contribute to the IRC 125 Flexible Spending Account for Medical expenses to the maximum allowable of \$5,000.

Article 15-Overload

- **15.3.3 Place before First Paragraph:** Summer School/Intersession: Full time faculty in their first year of employment with the District shall be placed at the bottom of the rotation in determining order of assigning summer school/intersession.

Article 16-Tranfers

- Tenure track contract full time faculty may apply for a transfer in their 4th year of tenure review for the follow year.

Article 17-Benefits

- The District agrees to adjust their contribution rates to medical, dental, vision, EAP and all other benefits included in this article to reflect the current rates paid by the District (2009/2010). Included will be the adjusted numbers for the already ratified full time medical benefit changes. Anthem Blue Cross will be called: Anthem Blue Cross Modified PPO Prudent Buyer PC 1 plan.

- **17.1.8** Increase the contribution to the IRC 125 Flexible Spending Account for Medical expenses to the maximum allowable of \$5,000.

Article 18-Retirement

- The District agrees to adjust their contribution rates for retiree medical benefits to reflect the current rates paid by the District (2009/2010).

Article 19 A-Evaluation of Full Time Temporary and Tenure-Track Contract Faculty Working under an Initial Spring Semester Contract

- New Article for ensuring that full time temporary faculty and tenure-track contract faculty get evaluated consistently. Language is taken from Article 19 Adjunct Faculty Evaluations.

Article 20-Evaluation of Tenure-Track Contract Faculty (title change)

- **20.5.3 Responsibility of Administrator on the TRC:** If a member of the TRC is violating the rights and responsibilities delineated in articles 20.4.1.3 and 20.5.1 that TRC member shall be required by the administrative member of the TRC to immediately resign from the committee. This decision may be appealed by the removed TRC member, the tenure-track contract faculty or the FA to the Vice Chancellor of Human Resources.

New Article: Orientation of Full time and Adjunct Faculty

- **Full Time Orientation:** Puts in the contract the right of the Union to share the orientation for new full time faculty up 3 hours of training time
- **Adjunct Orientation:** Places in the contract the right of the Union to have ½ hour of adjunct orientation at the end of the orientation of adjunct. Codifies that adjunct shall be paid for 2 hours of time for orientation.

Calendars: 2010-2011; and 2011-2012

Article 32 Term- The agreement remains in full force and effect up to and including June 30, 2010 and continues year to year unless one of the parties notifies the other prior to February 15th.

OTHER TERMS TO BE DETERMINED:

1. Article 1: Recognition

The District agrees to review the bargaining unit history regarding substitutes, non credit and full-time temporary faculty to ensure that the description of the bargaining unit in Article 1 of the Collective Bargaining agreement is accurate.

2. Ongoing Clean Up Issues

- a. **The parties agree to utilize the existing administrative review process with for ongoing clean up issues. The parties agree that changes, if any, shall be made by mutual agreement only. Items where mutual agreement cannot be reached shall be rolled over into the next negotiations cycle. The current list includes:**

4.1.3, 4.7 title change, 5.10.4.1; 8.2.3 typo; 8.7 term correction, Article 9- New Define Substitute; 9.16; 10.2.2.1 and forms; 12.3.2.1 title change; 12.9.1; 15.1; 17.3; 19.1; (TRC Issues:) 20.2.4, 20.5.2.7; 24.13; and STRS Calculation.

- b. The parties agree to utilize this cleanup process by March 1, 2010 to incorporate the **Sick Leave Calculation for Non Instructional Overload and Adjunct faculty** into the contract. See Side letter of agreement.