



**Summary of the Tentative Agreement Between
Faculty Association, AFT 6157 and
San Jose Evergreen Community College District
Full Contract Negotiations
VOTE: September 20th – September 29th, 2011**

The following represents the summary of the tentative agreement reached between the FA, AFT 6157 and the District on the Full Contract from July 1, 2011-June 30 2014.

Article 1-Recognition: Non-Credit faculty defined under Section 84757 will be included in the bargaining unit.

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

- Based on Section 11 (b) of the May 12, 2011 Partial Tentative Agreement, ratified by both the Faculty and the District, the 1% negotiated salary reduction shall be restored.
- Professional Development Days (PD Day) scheduled for Friday, September 2, 2011 and January 27, 2012 shall be paid days for faculty. All faculty shall fulfill the requirements of these Professional Development Days by following the provisions for an alternate plan in Article 11.6 and 11.7. In 11.7 the division dean or alternate administrator will act as designee for the college president.
- Alternate individual plans for Friday, September 2, 2011 are due by October 10, 2011 and plans for Friday, January 27, 2012 are due by February 17, 2012 from each faculty member.
- Instructional and non-instructional faculty shall not be required to be in attendance for anytime during the two days identified.

Article 9-Adjunct Faculty and Substitutes:

- Adjunct faculty are eligible to participate on these Professional Development Days: Friday September 2, 2011 and Friday January 27, 2012 by following the provisions for an alternate plan in article 11.6 and 11.7.
- **9.18-Seniority Rehire Preference (SRP)**
 - Article 9.18.6.1 and 9.18.6.1 Improve Language for Assignment of Classes
 1. Within the established schedule development process, the amount of time to build a schedule for each term varies given the size and complexity of the academic unit. Deans shall be provided with an SRP list that identifies the faculty by name, division, department, hire date and SRP%. Each division/department's process may differ in terms of specifics but each must adhere to the priority of assignments.
 2. The Dean shall
 - inform the adjunct regarding the division/department's process.
 - use a process that ensures assignments are offered to those who have earned the rehire rights by seniority and are qualified to teach the specific course.
 - solicit input from adjunct faculty regarding preferences and availability.

- **Letter of Intent-Adjunct Faculty to Be Paid on 10 Pay Check Cycle per Academic Year-Anticipated Start Date Fall Semester 2012-** The Union and District agree to increase the number of pay periods per year for adjunct from the current 8 to 10 pay periods effective in Fall 2012.

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 (2011-2012). Included will be the adjusted numbers for the already ratified full time medical benefit changes.
- NEW Plan Design Changes (see Contract for all plan design changes):
 - Anthem Blue Cross**
 - \$15.00 office visit (Effective November 1, 2011)
 - RX \$10-generic/\$20-brand/\$30 formulary (Effective November 1, 2011)
 - \$100 ER Co Pay if not Admitted (Effective November 1, 2011)
 - Kaiser**
 - RX \$10-Generic/\$20 Brand 100 Day supply (Effective November 1, 2011)
 - \$100 ER Co Pay if not Admitted (Effective November 1, 2011)
- **Article 17.5 Health Benefit Waiver (previously Spousal Waiver)-**increase the amount of money from **\$1,000 to \$3500** that faculty may convert to a tax sheltered annuity if they waive medical benefit coverage.
- **Article 17.7 Benefits during Unpaid Leaves and Unauthorized Absences:** 30 day grace period established for paying premiums to the District for continuing medical benefits.

Article 18-Retirement

- The District agrees to adjust their contribution rates for retiree medical benefits to reflect the current rates paid by the District (2011-2012).

Calendars: 2012-2013; and 2013-2014

Article 31- Completion of Meet and Negotiate- Agree to reopen July 2012 and July 2013 with Article 8,9,17 and 18 and 2 article's of each parties' choice.

Article 32 Term- The agreement remains in full force and effect up to and including June 30, 2014 and continues year to year unless one of the parties notifies the other prior to February 15th.