

AFT Guild, Local 1931

SDCCD Faculty Bargaining Unit

Summary of Proposed Changes to Collective Bargaining Agreement ***10/10/2013***

ARTICLE III - SAFETY

1. Business Office to communicate who campus safety officer is.
2. District provided safety glasses, work boots, other safety equipment as needed.
3. Collaborative training with UCLA Labor Occupational Safety and Health Program to establish ergonomic and health and safety standards.

ARTICLE IV - GRIEVANCE

1. Binding arbitration for all matters requiring adjudication.
2. Clarifies topics outside of scope of CBA where outside adjudication is required.

ARTICLE V – ADJUNCT FACULTY

1. Clarifies unemployment benefits eligibility.
2. Clarifies definition of day-day substitute assignments.
3. Establishes minimum length of non-classroom assignment.
4. Includes CE in same job security program as for college.
5. Maintains post-retirement seniority as per AB 340 180 day waiting period and current sideletter agreement.
6. Strengthens/clarifies grievance and termination language.
7. Ensures adjunct faculty have access to necessary computer equipment/support.

ARTICLE VI – WORKING CONDITIONS

1. Allows contract faculty to make long distance calls from their office.
2. Mandates a computer, internet access, printer, scanner for each contract faculty member.
3. Ensures contract faculty can access their office.
4. Provides for privacy of email accounts.
5. Codifies current grade deadlines.

ARTICLE VII – WORK LOAD

1. Clarifies that faculty have academic freedom over content of their syllabi.
2. Codifies previously executed sideletter prohibiting teaching on Sundays.
3. Eliminates the need for a program card.
4. Clarifies calculation of FTEF for the arithmetic impaired.
5. Codifies current practice of five hours per week of professional duties for non-classroom faculty.
6. Allows for flexibility in workweek schedule to meet student demands for non-classroom faculty.
7. Ensures pedagogically sound practices are followed when determining class size.
8. Establishes a minimum assignment of three hours per day and limit on consecutive appointments for non-classroom faculty.
9. Allows for online office hours.
10. Establishes an system of offering summer and intersession assignments to more equally distribute opportunities to all faculty.
11. Clarifies calculation of work year for 11 and 12 month faculty.
12. Establishes overload banking program.
13. Establishes reassigned time review committee.

ARTICLE VIII –SALARY

1. Allows Labor Studies courses to not count against lower division course credit limit.

ARTICLE IX – ACADEMIC DEPARTMENTS

1. Establishes election of program directors.

2. Eliminates 50% cap on reassigned time for chairs.
3. Eliminates evening duty assignment for chairs.
4. Establishes run-off election if no candidate for chair receives greater than 50% of the vote.
5. Eliminates Presidential veto and removal of duly elected program chairs for CE.

ARTICLE X - BENEFITS

1. Clarification of medical benefits bridge for retired faculty over age 55 with 15 years of service.
2. Adds Dual Benefit coverage exclusion.
3. Allows faculty who otherwise would not qualify for benefits to purchase benefits coverage at District rate.
4. Delineates Education Code provision regarding option of adjunct faculty to join CalSTRS.
5. Parties agree to seek other more portable plans for adjunct faculty who opt not to join CalSTRS.
6. Codifies previously executed sideletter on dual-coverage waiver.
7. Allows faculty to utilize District childcare facilities.
8. Allows adjunct faculty to vote on whether or not to join the State Disability Insurance (SDI) program.
9. Allows unit members to enroll in SDCCD courses free of charge.

ARTICLE XI - LEAVES

1. Revises current sick leave reporting formula for non-classroom faculty.
2. Guarantees continuation of adjunct faculty on sick leave from semester to semester.
3. Codifies existing practice of conversion of adjunct sick leave hours at retirement for CalSTRS credit.
4. Unifies personal leave provisions for college and CE faculty.
5. Adds maternity leave as a qualifying event to accept catastrophic leave contributions.
6. Expands catastrophic leave donations to 60 days (matching what classified staff currently receive).
7. Updates bereavement leave definitions.
8. Expands parental leave provision to non-birthing parent.

ARTICLE XII – RIGHTS OF PARTIES

1. Clarifies and strengthens rights of faculty with respect to disruptive/threatening students.
2. Strengthens faculty privacy rights.
3. Codifies Academic Freedom/Freedom of Expression rights of faculty.
4. Adds one faculty union representative to District Governance Council.
5. Moves Academic Senate reassigned time from Appendix to body of CBA, increases reassigned time to 1.6 FTEF per Academic Senate.
6. Establishes 1.0 FTEF per school elected coordinator position for SLOs and program review.

ARTICLE XIV – DUE PROCESS

1. Codifies previously executed sideletter regarding investigation of complaints on faculty.

ARTICLE XV – EVALUATION

1. Clarifies dean/chair signature requirement for peer-only evaluation process.
2. Establishes 50 minute minimum observation time.
3. Ensures adjunct faculty are evaluated prior to beginning Priority of Assignment.

ARTICLE XVII – EARLY RETIREMENT

1. Increases number of years of reduced workload eligibility from five to ten.
2. Codifies previously executed sideletter regarding post-retirement provisions of AB 340.

ARTICLE XVIII – PROFESSIONAL DEVELOPMENT

1. Codifies a professional development committee, appointed by academic senate, at each college and CE.
2. Unifies sabbatical leave provisions for college and CE faculty.
3. Allows District and outside work during term of sabbatical.

ARTICLE XXII – SAVINGS

1. Clarifies savings clause language.

ARTICLE XXIII – FACULTY SERVICE AREA (FSA)

1. Codifies existing practices in granting of FSAs.
2. Delineates administrator retreat rights to faculty positions as per the Education Code.

ARTICLE XXVII – DURATION AND CONDITIONS

1. Calls for a three year agreement: July 1, 2013 through June 30, 2016.