

STATE CENTER COMMUNITY COLLEGE DISTRICT



AND



STATE CENTER FEDERATION OF TEACHERS LOCAL 1533, CFT/AFT, AFL-CIO

Collective Bargaining Agreements July 1, 2018 – June
30, 2021

SCFT FULL-TIME CBA



Overview of Major Provisions and Significant Contract Changes

SCFT Full-Time Collective Bargaining Agreement

- Waiver of Bargaining
- New Employee Orientation
- Safety
- Hours, Workload, Class Size
- Faculty Evaluations
- Transfer and Reassignment
- Leaves with Pay
- Compensation
- Faculty Early Retirement Program (FERP)



WAIVER OF BARGAINING

Article V

Section 2

Beginning Negotiations

- This contract shall not be subject to reopening on any item for the duration of the Agreement or unless mutually agreed to in writing by both parties
- This contract will run through June 30, 2021
- Initial proposals for a successor contract shall not be presented earlier than July 1, 2020





NEW EMPLOYEE ORIENTATION

Article IX

Section 3

New Employee Orientation



- The Federation shall be notified at least 10 days in advance of any District or College new employee orientations meetings
- The Federation shall be entitled to 5 to 10 minutes on the orientation agenda
- The Federation shall be entitled to one 30 minute period immediately before or after the orientation meeting to meet with new hires
- Human Resources shall conduct the new employee orientations for full-time faculty





SAFETY

Article XI - B

Section 3

Reporting Violations



- Unit members are required to report safety concerns to one of the following
 - *Supervisor*
 - *Districtwide Facilities and Safety Committee (DWFSC)*
 - *Campus Committee*
 - *The Director of Environmental Health & Safety*





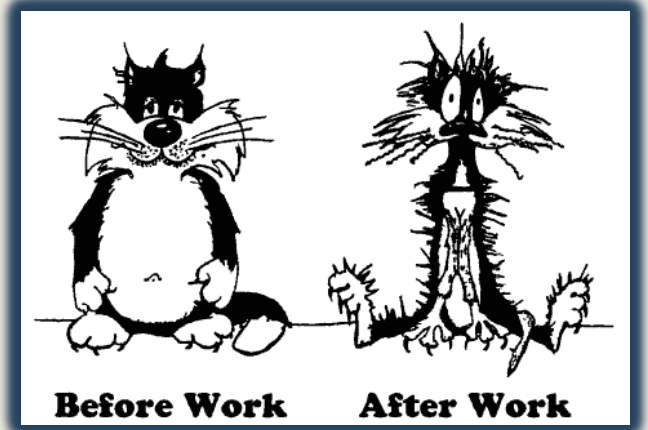
HOURS, WORKLOAD, CLASS SIZE

Article XII

Section 1

Work Week

- All faculty work 40 hours per week
 - *5 hours per week on average shall be dedicated to extracurricular involvement in district governance and service to the campus and district (not community)*
 - *Non-instructional faculty have 35 hours of assigned time*
- Instructional faculty work 5 days per week
- Full-time instructors shall be assigned 14-16 LHE per week
 - *May be extended to 12-18 by mutual agreement*
- Assignments may not exceed 9 hours per day
- Overload limited to 40% (6 LHE) per semester



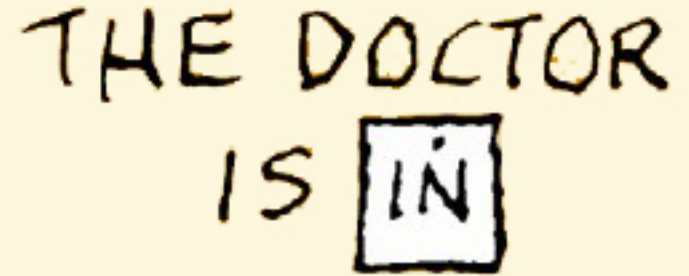
Section 1

Office Hours

- All instructional faculty are required to hold 5 office hours per week
 - *Unless this causes member to exceed 22 hours per week*
- Office hours are in 50 minute increments
 - *See Table XII.1 for Office Hour Chart*
- Shall be scheduled any time 2 hours before or after unit member's scheduled classes for the day
 - *Not before 7am or after 9pm*



Office Hours (Cont.)



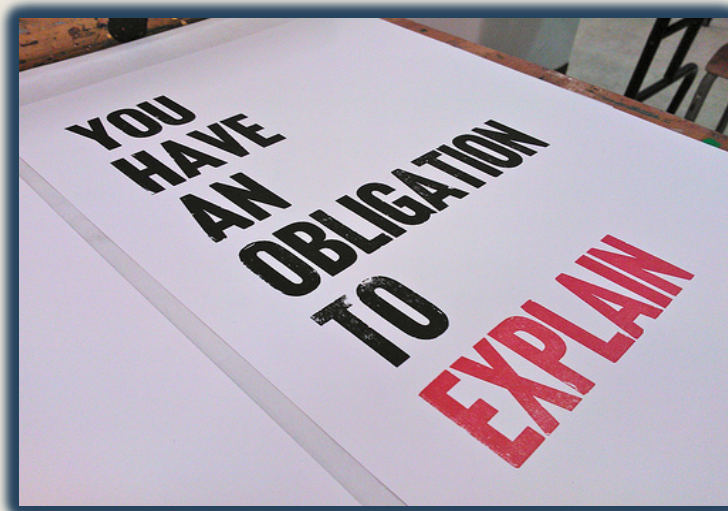
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IS IN

- May have one virtual office hour per week
 - *Those with online/hybrid (more than 50% online) classes will have one virtual office hour*
 - *Must be through interactive medium; not by phone*
- Office hours will be prorated for those with released time or split instructional/non-instructional assignments
 - *Example = 6 LHE/15 LHE = 40% of an instructional load*
 - *40% x 5 office hours = an adjusted office hour requirement of 2*

Section 2

Professional Obligation

- Each faculty member acknowledges that their primary employment obligation is to the District/College and that any part-time employment that a faculty member has outside of the District/College will not interfere or take precedence over an assignment made by the District/College
 - *This includes department meetings, committee obligations, etc.*



Section 5

Large Group Instruction (LGI)

- All sections will be assigned by management with consideration and collaboration with the full-time unit member
- Instances in which a unit member chooses to enroll students that results in LGI, the unit member must get prior approval from his/her Dean in order to be compensated



Section 11

Department Chair Reassigned Time

- Unit members who are serving as department chairs shall be given reassigned time per academic year according to the following table based on the FTEF of the previous academic year

FTEF/year	REASSIGNED TIME (in FTE)
$0 < \text{FTEF} \leq 50$	0.2
$50 < \text{FTEF} \leq 75$	0.3
$75 < \text{FTEF} \leq 100$	0.4
$100 < \text{FTEF} \leq 125$	0.5
$\text{FTEF} > 125$	0.6

- The District reserves the right, in its sole discretion, to remove a unit member as department chair at any time

Section 11

Department Chair Duties

- Detailed Department Chair duties are now included in the CBA. Please refer to pages 28 & 29 for details
- Annual Review
 - *The Dean will meet with the department chair at least once each academic year to review the performance of the department chair. This review will not be part of the unit member's evaluation nor will it be included in the unit member's personnel file*




Section 13

Travel Off Campus/Mileage

- Total round trip mileage - Round trip mileage from unit member's home to primary campus
 - *Total round trip is defined as the total mileage from the unit member's home to the first campus, from the first campus to the second campus, and from the second campus to the unit member's home*

NOTE: Primary campus is defined as the campus where the majority of the load is scheduled, or in the case of non-majority, the campus where the unit member was hired





FACULTY EVALUATIONS

Article XIII

Section 2

Evaluation Process

- Contract/Tenure review committee shall consist of 3 members including 2 tenured department members and the immediate supervisor (or his/her designee excluded from the bargaining unit. There will not be a designee for the first semester except in an emergency)
 - *All tenure review evaluations shall occur in Fall of each year, except for the abbreviated evaluation, for the first semester, when hired in Spring*
- Regular/Tenured evaluation committee shall consist of a peer reviewer and the immediate supervisor, or his/her designee excluded from the bargaining unit
 - *The peer reviewer shall be a tenured faculty member*

Section 2

Evaluation Process (*cont.*)

- Committee members shall administer a standard District evaluation questionnaire to students in at least 1 of each of the unit member's preparations
- For Distance Education, the student questionnaire shall be made available to students for a minimum of 5 days
 - *Standard District evaluation questionnaires will be used for ALL instructional and non-instructional assignments, except College Nurses*



Section 3

Evaluation Criteria

- The following Duties and Responsibilities have been added to the evaluation criteria
 - *Participation in curriculum, program review and annual updates, college and/or district committees and other shared governance activities*
 - *Assessing student learning outcomes as a function of the departmental program review process*
 - *For Records evaluation, counseling processes and forms have been added.*
- All relevant input outside the evaluation process must have been previously addressed with the unit member
- For Coaches, the immediate supervisor will also consider relevant input from the Athletic Director

Section 3

Evaluation Criteria (*cont.*)

- New evaluation criteria have been added for all faculty on special assignment
 - *Coaches*
 - *Coordinators*
 - *Counselors*
 - *Librarians*
 - *Nurses*
- All timelines have been adjusted by at least a week. Please review carefully
 - *NOTE: The timeline for third contract evaluations takes place during the Fall semester*



Section 4

Evaluation Timeline

- Tenure-track faculty hired in the Spring will receive an abbreviated evaluation process for that “zero semester” which does not count toward his/her first contract year for the purposes of tenure review
 - *Student questionnaires for all classes*
 - *One classroom visitation by immediate supervisor and one peer reviewer*
 - *Review of the faculty member’s class records*
 - *Immediate supervisor will complete a summary evaluation report*

NOTE: Committee compensation has changed from an available 10 hours to 5 hours

Section 6

Evaluation of Temporary Faculty

- Full-time temporary faculty (which include one-semester and one-year assignments) will be evaluated as follows (Section 6)
 - *Performance during their first semester of teaching or service*
- Categorically Funded Faculty will be evaluated as follows (Section 6)
 - *Performance during their first semester of teaching or service*
 - *Performance during their second and/or third semesters of teaching or service*
 - *Performance over every 6 semesters of teaching or service thereafter*
- Each first year contract faculty, including zero semester (Spring) hires, will have a faculty advisor for the first semester
 - *Advisor will serve as a guide and a role model. Each advisor shall receive up to 5 hours at the top of Schedule B2 Lab rate. Please review this section carefully (Section 2)*



TRANSFER AND REASSIGNMENT

Article XVI

Section 1

Transfer and Reassignment

- Reassignment is within the same college, including its centers, campuses, and satellites
- Transfer is from one college to another. The transfer process remains the same with the following exceptions:
 - *The department is no longer required to interview all transfer applicants*
 - *If the transfer request is rejected, the applicant will be notified by Human Resources*
 - *If the recommendation is accepted, the President, Vice President, or designees can interview the candidate*
 - *If the President does not accept the recommendation, he/she will meet with the department and discuss the reason(s) for not accepting*



LEAVES WITH PAY

XVIII

Section 1

Sick Leave

- Unit members assigned overload will accrue sick leave at the rate of 1 hour earned for each 18 hours of teaching, counseling, or librarian duties in fall and spring only
- If a substitute is hired to cover a distance education class, the member will be deducted sick leave
- Language has been added notifying faculty they may take up to 12 weeks of sick leave for the purposes of parental leave within the first year of the child's birth. This includes half-pay if regular sick leave is exhausted
- Supervisors can now request a doctor's note for 3 or more consecutive days absent (used to be 5 days)



Section 1

Catastrophic Leave Bank

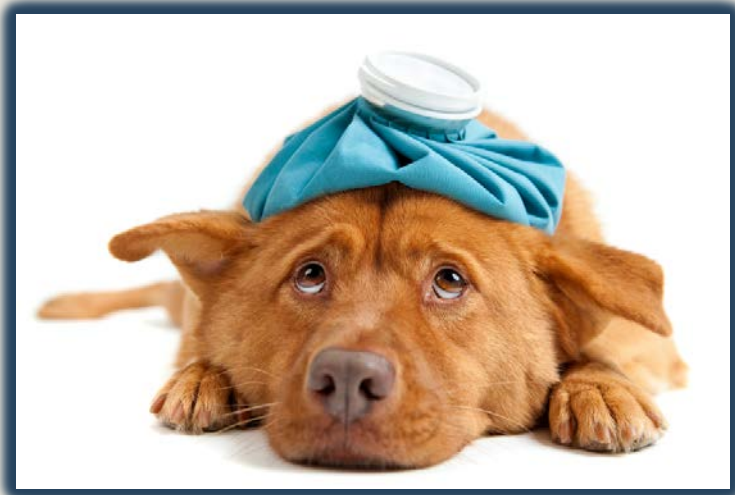
(Formerly known as Sick Leave Bank)

- Catastrophic illness or injury is an illness or injury that is expected to incapacitate the unit member or the unit member's parents, spouse/domestic partner, children or other member of the immediate household
- The program does not cover the following
 - *Stress-related Illness*
 - *Elective Surgery*
 - *Normal Pregnancy*
 - *Workers' Compensation Claims*
 - *Disabilities resulting from current use of Alcohol or Drugs*
 - *Intentionally Self-Inflicted Injuries*
 - *Normal Illness such as Colds, Flu, Allergies, Headaches, etc.*

Catastrophic Leave Bank (Cont.)

(Formerly known as Sick Leave Bank)

- Eligibility to use Catastrophic Leave Bank days requires that a participating unit member have
 - *Exhausted his/her personal sick leave days as well as all hourly sick accumulated and converted to daily sick leave*
 - *Been incapacitated or absent for at least 30 days*



Section 5

Personal Necessity Charged to Sick Leave

- Formerly known as Personal Emergency leave
- Limited to no more than six days in one fiscal year
- Two (Gone Fishing) of the six days may be granted for any reason deemed appropriate by the unit member AND with prior approval of the supervisor
 - *No more than two unit members off at any one time in any work unit under this provision*



Section 6

Sabbatical Leave

- Prior to entering upon a sabbatical leave or grant leave (Section 7), unit member must do one of the following
 - *File a suitable bond indemnifying the District for any salary paid to unit member in the event unit member fails to return and/or render 2 full years of service*
 - *Enter into a written agreement with the District to fulfill the obligations of the leave (agreement in HR)*
- Unit members on sabbatical leave **may not perform any work** for the District including, but not limited to teaching, service on committee including search committees, grant work, etc. However, they may teach summer school



COMPENSATION

Article XXI

Section 1

Salary

- The following COLA has been negotiated for the 2018-19, 2019-20, and 2020-21 fiscal years
 - *3.00% if COLA \geq 2.50%*
 - *2.50% if $2.00\% \leq$ COLA $<$ 2.50%*
 - *2.00% if $1.50\% \leq$ COLA $<$ 2.00%*
 - *1.00% if $1.00\% \leq$ COLA $<$ 1.50%*
 - *0.75% if COLA $<$ 1.00%*
- NOTE: "COLA" means funded COLA



Exhibit A and Section 10

Salary Schedule B & Special Pay Rates

- A new Salary Schedule B has been added to the full-time agreement:
 - *Overload and Intersession Lecture*
 - *Overload and Intersession Lab*
 - *Overload and Intersession Non-instructional*
- Training/Orientation on non-duty days will be paid at \$25.00 per hour
- Special Projects (see contract) will be paid at the unit member's Schedule B2 lab rate per hour
- Program review work when a program does not have a full-time faculty member shall be paid up to 10 hours at the unit member's Schedule B2 lab rate

Section 4

Stipends

- Head Coaches will receive 10% of annual salary and 177 duty days
- Assistant Coaches will receive \$3,200. Stipends may not be split. Number of Assistant Coaches determined by management
- Department Chairs will receive \$1,894 per year
- \$2,082 will be given annually to those with earned doctorates or MFAs
- Faculty Mentors to Faculty Interns shall receive \$1,861.50 per semester
- Music Instructors with full responsibility for student performing and competitive groups requiring travel and competition v. other institutions shall receive \$1,894 per year. Authorized assignments only

Section 11

Faculty Mentors to an Intern

- Unit members will not be required to serve as a Faculty Mentor
- Shall have no more than one intern at a time
- Will receive mileage if intern is located at a different site

There is now a duties and responsibilities section for Faculty Interns and Faculty Mentors as well as the Faculty Intern application process. NOTE: Full-time faculty cannot be Faculty Interns. Please review this section carefully





FACULTY EARLY RETIREMENT PROGRAM

Article XXII

Section 4

Reduction to Part-Time Employment Status Prior to Retirement (FERP)



- New language has been added for those who are members of CalPERS
 - *These members have a limit of 70 years in age*
- All requests require Board approval in the fiscal year prior to starting the program
- The term of the reduced load is for the entire contract year
 - *Unit members cannot start the program in the Spring semester*
- Unit members on the reduced workload program are ineligible for overload
- The same office hour proration provision located in the Office Hour section applies to those on the reduced workload program

SCFT PART-TIME CBA



Overview of Major Provisions and Significant Contract Changes

SCFT Part-Time Collective Bargaining Agreement

- Waiver of Bargaining
- New Employee Orientation
- Safety
- Hours, Workload, Class Size
- Evaluation of Faculty
- Leaves with Pay
- Compensation



WAIVER OF BARGAINING

Article V

Section 2

Beginning Negotiations

- This contract shall not be subject to reopening on any item for the duration of the Agreement or unless mutually agreed to in writing by both parties
- This contract will run through June 30, 2021
- Initial proposals for a successor contract shall not be presented earlier than July 1, 2020





NEW EMPLOYEE ORIENTATION

Article IX

Section 2

New Employee Orientation



- The Federation shall be notified at least 10 days in advance of any District or College new employee orientations meetings
 - *Since this is done at the campus level, the college must notify the Federation*
- The Federation shall be entitled to a 5 minute period on the orientation agenda
- The Federation shall be entitled to one 30 minute period immediately before or after the orientation meetings





SAFETY

Article XI - B

Section 3

Reporting Violations



- Unit members are required to report safety concerns to one of the following
 - *Supervisor*
 - *Districtwide Facilities and Safety Committee (DWFSC)*
 - *Campus Committee*
 - *The Director of Environmental Health & Safety*





HOURS, WORKLOAD, CLASS SIZE

Article XI - C



Section 5

Office Hours Overview

- Requires approval
- May be face-to-face or online
 - *No more than 20% can be online*
 - *Minimum of*
 - (1) 50 minute session; or
 - (2) 25 minute sessions
- Must be scheduled when students are reasonably expected to be available AND may not be scheduled consecutively
- Must be communicated to students on an updated syllabus or notice on the college's learning management system (Canvas)
- Location must be identified in collaboration with administration



Section 5

Office Hours Eligibility/Approval

■ Eligibility

- *Must teach at least 5 LHE for the District*
- *Must complete and submit the request form by the 1st week of each semester to the Office of Vice President of Instruction*

■ Approval

- *Determined by the Deans of the Office of Instruction with the Vice President of Instruction based on:*
 - Demonstrated student need in a course which requires significant help outside of class
 - Significant chance of contributing to individual student success



Section 5

Office Hours Compensation

- Time sheet must be submitted by the end of week 18
- Office hours will be paid the next pay date after the end of the semester
- Office hours will be paid at a rate of \$30.00 per hour
- Maximum Office Hours per Semester
 - *10 office hours for the first year*
 - *12 office hours for the second year*
 - *14 office hours for the third year*



Section 7

Part-Time Employment - Assignment

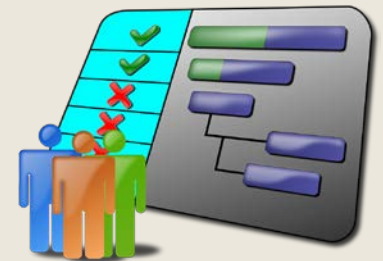
- “Comparable Assignment” will be defined as:
 - *To be as close as possible to a unit member’s average load over the previous three (3) like semesters (fall to fall or spring to spring) in which the unit member had load, not including summer*



Section 7

Part-Time Employment Assignment

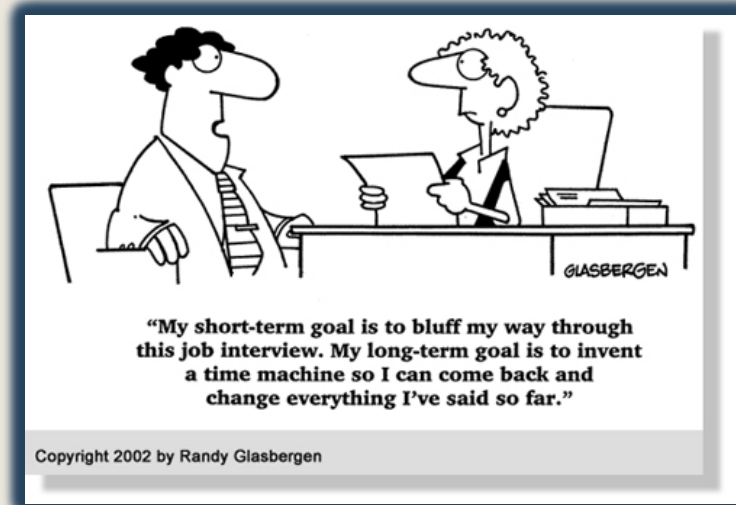
- Unit members will establish re-hire preference in a department/discipline on a given campus based on the following:
 - *First date of hire*
 - *The unit member's hiring for a fifth semester*
 - *Service teaching at least six (6) sections OR working 864 hours in non-instructional positions*
 - *Breaks in service, performance during prior service, availability, and program needs*



Section 8

Full-Time Employment Vacancy

- The top two (2) highest ranked of all current unit members, based on the recommendation of the screening committee, will be invited to interview
- “Current” means the unit member has an active assignment with the District during the academic year





EVALUATION OF FACULTY

Article XII

Section 1

Evaluation of Faculty



- Additional evaluation criteria added
 - *“Demonstration of commitment to the profession (Code of Ethics)”*
- Specific criteria have been added for the following assignments:
 - *Instructors*
 - *Counselors*
 - *Librarians*
 - *Nurses*
 - *Coaches*
 - *Coordinators*

Section 1

Evaluation of Faculty

- Unit members will be evaluated (at least) as follows:
 - *Performance during their first semester*
 - *Performance during their second and/or third*
 - *Performance at least once every 6 semesters*
- More frequent evaluation may occur in the event job performance is less than acceptable as determined by the immediate supervisor
- Specific evaluation process has been added for instructional faculty, counselors, librarians, nurses, coaches, and coordinators



Section 1

Evaluation of Faculty



■ Evaluation Committee

- *For the first semester, the committee shall consist of the immediate supervisor, or his/her designee, and/or a peer reviewer identified by the department chair*
- *For the second and/or third semester, the committee shall consist of the immediate supervisor, or his/her designee excluded from the bargaining unit, and a peer reviewer identified by the department chair*
- *Thereafter, the committee shall consist of the immediate supervisor, or his/her designee excluded from the bargaining unit, and/or a peer reviewer identified by the department chair*



LEAVES WITH PAY

Article XIV

Section 1A

Sick Leave Provisions

- Sick leave will accrue at the rate of 1 hour earned for each 18 hours of teaching, counseling, or librarian duties in fall and spring semesters and summer
- A sick leave allotment credit equal to the unit members' entitlement will be given each fall and spring semester



Section 1B

Catastrophic Leave

Participation/Requirements

- Participation is voluntarily
- To participate:
 - *Members must contribute 2 hours of sick leave during the first full month following the signing of the collective bargaining unit agreement; OR*
 - *Contribute 2 hours of sick leave during the 1st month of a unit member's employment; OR*
 - *New participants may join the program annually in September*

Eligibility of Use

- Participating unit members must be qualified for re-hire preferences;
- Exhausted his/her personal sick leave hours; **AND**
- Been incapacitated or absent for more than 30 consecutive calendar days



Section 3

Bereavement Leave

- May be granted without loss of salary, or other benefits
- A leave of absence not to exceed **3 working days** (5 working days if out-of-state travel is required) per occurrence due to death of his/her **immediate family**
- An extension of Bereavement Leave may be requested by the unit member; without salary for the time covered by the extension
 - *Except if it's extended under Personal Necessity Leave*



Section 5

Personal Necessity Charged to Sick Leave

- Limited to no more than six days in one fiscal year
- Two (Gone Fishing) of the six days may be granted for any reason deemed appropriate by the unit member AND with prior approval of the supervisor
 - *No more than two unit members off at any one time in any work unit under this provision*





COMPENSATION

Article XVI

Section 1

Salary

- The following COLA has been negotiated for
 - *Lecture and Lab Salary Schedules for the 2018-19, 2019-20, and 2020-21 fiscal years*
 - 3.00% + 1.00% if COLA \geq 2.50%
 - 2.50% + 1.00 % if 2.00% \leq COLA < 2.50%
 - 2.00% + 1.00 % if 1.50% \leq COLA < 2.00%
 - 1.00% + 1.00 % if 1.00% \leq COLA < 1.50%
 - 0.75% + 1.00 % if COLA < 1.00%



Section 1

Salary

- The following COLA has been negotiated for
 - *Non-Instructional Salary Schedules for the 2018-19, 2019-20, and 2020-21 fiscal years*
 - 3.00% if COLA \geq 2.50%
 - 2.50% if $2.00\% \leq$ COLA $<$ 2.50%
 - 2.00% if $1.50\% \leq$ COLA $<$ 2.00%
 - 1.00% if $1.00\% \leq$ COLA $<$ 1.50%
 - 0.75% if COLA $<$ 1.00%
- NOTE: "COLA" means funded COLA



Section 1

Salary

- New Class: Class VI for confirmed Doctorate or MFA
- New Non-Instructional Salary Table

Part-time Faculty Salary Schedule C3 - Noninstructional						
	Class I	Class II	Class III	Class IV	Class V	Class VI*
Step 1N	\$ 38.30	\$ 42.76	\$ 45.05	\$ 47.22	\$ 49.62	\$ 52.05
Step 2N	\$ 38.64	\$ 43.16	\$ 45.48	\$ 47.70	\$ 50.08	\$ 52.51
Step 3N	\$ 39.02	\$ 43.55	\$ 45.92	\$ 48.12	\$ 50.54	\$ 52.97
Step 4N	\$ 39.42	\$ 44.00	\$ 46.39	\$ 48.62	\$ 51.04	\$ 53.47
Step 5N	\$ 39.81	\$ 44.44	\$ 46.87	\$ 49.10	\$ 51.55	\$ 53.98
Step 6N	\$ 40.21	\$ 44.89	\$ 47.34	\$ 49.59	\$ 52.07	\$ 54.50
Step 7N	\$ 40.61	\$ 45.34	\$ 47.80	\$ 50.09	\$ 52.59	\$ 55.02

*Column VI reserved for individuals possessing a doctorate or an MFA

Section 4

Travel Off Campus/Mileage

- Total round trip mileage - Round trip mileage from unit member's home to primary campus
 - *Total round trip is defined as the total mileage from the unit member's home to the first campus, from the first campus to the second campus, and from the second campus to the unit member's home*

NOTE: Primary campus is defined as the campus where the majority of the load is scheduled, or in the case of non-majority, the campus where the unit member was hired



Section 9

Coaching Stipends

- Effective July 1, 2018, Head Coaches will receive a stipend of 10% of the Column I, Step 1 annual salary on the full-time faculty salary schedule which equates to \$5,565 for the 2018-19 academic year
- Assistant coach assignments will receive a stipend of \$3,200 **only** AND the stipend may not be split among coaches
 - *No class assignment is guaranteed, but classes may be assigned by the Dean*
 - *The number of assistant coaches for each sport will be set by management*



Section 10

Special Pay Rates

- Orientation and/or Training: \$25.00 per hour
- Special Projects: Paid at the unit member's Schedule C2 Lab Rate per hour
 - *Must be mutually agreed upon by the unit member and management*
- Program Review Report: Paid at the unit member's Schedule C2 Lab Rate per hour
 - *For faculty who are asked to complete a program review report*
 - *Up to 10 hours only*



Section 11

Patient Protection and Affordable Care Act

- The District shall implement Affordable Care Act's (ACA) Look Back Method to identify employees' Hours of Service
- The District shall calculate hours of service by crediting 1 hour of service for each hour of teaching (lecture and laboratory classes) plus an additional 1.25 hours of service for each hour teaching for preparation and grading



Section 12

Faculty Intern Program

- All interns are considered temporary (part-time) faculty
- Shall be assigned normally no more than one course/prep during the first semester and 67% of a full-time faculty assignment for subsequent semesters
- Interns may only work at one college, except in rare instances
- Other exceptions may be made by the Vice President of Instruction





QUESTIONS?