

## **AFT Proposals 2022-25 Contract**

**New language in bold** (except Article and section Titles and section numbers)  
~~Deleted language in strikethrough~~

### **ARTICLE 1: RECOGNITION**

**1.7 COMMUNICATION WITH MEMBERS: The district will not communicate with unit members regarding negotiations.**

### **ARTICLE 2: ORGANIZATIONAL RIGHTS**

**2.6 REASSIGNED TIME FOR UNION BUSINESS**: The Union will receive the equivalent of ~~24~~ **18** FLCs per semester of reassigned time for organizational activities. In addition, the District shall provide the equivalent of ~~24~~ **18** FLCs per semester for the purpose of negotiations and the processing of grievances. The Union will notify the District as early as possible of the name(s) of the person(s) who will be credited with this reassigned time so that necessary modifications of schedules may be made. In addition, the Union can buy up to an additional nine (9) FLCs per semester.

### **2.7 AGENCY SHOP**

~~2.7 AGENCY SHOP: The District agrees to continue to grant AFT Local 1493 an agency shop, subject to the terms and conditions outlined below.~~

~~2.7.1 The Union shall have a lawful notification to fee payers, informing them of their obligation under this provision of the contract and shall furnish the District with a current copy of such notification, or any amendments to such notification. The Union shall maintain a lawful appeal process including a hearing before a neutral decision maker for challenging all or part of the agency fee, and procedures to hold in escrow any fees that are reasonably in dispute.~~

~~2.7.2 Those employees in the bargaining unit not wishing to join the Union may choose to pay only an agency (service) fee not to exceed the amount permitted by law.~~

~~2.7.3 In accordance with Government Code Section 3546.3, employees who, for religious reasons, object to joining or financially supporting employee organizations may instead donate their agency fee to one of the following "non-religious, non-labor organization or charitable fund exempt from taxation under Section 501 (3) of Title 26 of the Internal Revenue Code." Employees are responsible for furnishing proof of contributions to the District and to AFT Local 1493.~~

- ~~1. The Foundation for the SMCCCD~~
- ~~2. Peninsula Community Foundation~~
- ~~3. Peninsula Open Space Trust~~
- ~~4. The American Red Cross~~

## ~~5. United Way 2.7.4~~

~~The Union will give each member of the unit a form to complete on which they can indicate whether they want to join the Union, pay only the agency fees or object to payment based on religious belief. In the event an employee fails to indicate a choice, the agency fee will be assessed.~~

~~2.7.5 The Union is responsible for all required notifications to employees of their obligations under this Article and resolution of all employee disputes related to their obligations, including all costs related to such notifications and resolutions.~~

~~2.7.6 The Union agrees it shall reimburse the District for any and all litigation costs and attorney fees and shall hold the District harmless from any liability arising from any and all claims, demands, lawsuits or any other actions arising from any implementation or compliance with the Article, or District reliance on any list, notice, document, certification or authorization furnished under this Article by the Union.~~

~~2.7.7 The District and AFT Local 1493 agree that implementation of this Agency Shop agreement is intended to be consistent with all federal, state and local laws and regulations applicable to such agreements.~~

## **ARTICLE 6: WORKLOAD**

**Define the role of faculty coordinators**

## **ARTICLE 7: HOURS OF EMPLOYMENT**

**Faculty may elect to perform at least half of their hours of employment remotely.**

**Faculty members who are assigned to direct or coordinate programs that involve direction of programs that require significant responsibilities outside of the academic year, may be assigned to either an eleven (11) or twelve (12) month school year through mutual agreement between AFT and the District. The additional months will be paid at the same monthly rate as in the 10-month salary schedule.**

7.6 Full-time counseling faculty shall be present on campus while performing assigned duties, unless an alternate location is assigned or approved, a minimum of thirty (30) hours per week, twenty-two (22) of which are for scheduled ~~professional~~ **counseling** duties and eight (8) of which are for performing other professional duties (as outlined in Appendix D2-A2) Regular and contract counselors shall also be responsible for developing and fulfilling a professional responsibilities plan, as described in Article 6, with a minimum value of 5 points. ***Both full-time and part-time counselors shall be required to conduct no more than 50% of their scheduled counseling appointments in person. Online counseling appointments and other professional duties, including "prof time" and the completion of the Professional Responsibilities Plan, shall be carried out at a time and place appropriate***

*for the activity.* For the purposes of calculating adjunct load, non-ancillary fulltime weekly duties are 30 hours. “Scheduled Counseling Duties” means any of the following:

- Scheduled or drop-in counseling appointments with students *conducted in person*;
- *Scheduled or drop-in counseling appointments with students conducted remotely*;
- Group appointments with students *conducted in person*;
- Group appointments with students *conducted remotely*;
- Working with students in class, in collaborations with instructional faculty;
- Program coordination, student workshops, or case management activities, so long as they are approved or assigned by the dean;
- Counseling observations for evaluations; or
- Additional duties as approved or assigned by the dean that directly support students.

Hours are prorated for regular and contract counselors with less than a full-time assignment. Part-time counselor load assignments shall include 1 hour of “other professional duties” time for every 3 FLCs of counselor duties.

*Recognizing that counselors demonstrate flexibility in responding to student needs, Counselors shall have autonomy over “prof time” and shall not required to schedule their prof time hours each week.*

Coordination is recognized as a critical and necessary function of specific counselor assignments. Coordination is defined as any responsibilities of leading and organizing a program, initiative or project outside of the primary responsibilities of counselor duties (as outlined in Appendix D2-A1). The assignment of coordination time is mutually agreed upon by the dean and the counselor as commensurate and appropriate to the counselor assignment. *For adjunct counselors and full-time counselors carrying an overload, coordination shall be paid at the non-instructional laboratory rate.*

## ARTICLE 8: PAY AND ALLOWANCES

**8.14 LARGE CLASS PAY:** A large class for the purpose of additional compensation under the terms of this Article is defined as having **40** ~~70~~ or more students enrolled at census.

Deans will engage in a collaborative process with department faculty to determine which courses can be appropriately designated as “large classes”. Eligible courses are those that meet general education, UC, and CSU requirements, those that meet graduation requirements, major requirements, and vocational courses required for a certificate, degree, or transfer. (Ineligible courses are television courses, open skills labs, Cooperative Education, all matriculation activities, team sports, team taught courses, independent study, and all courses numbered in the 600’s and 700’s.

Assignment to teach a large class is voluntary.

~~Additional compensation is at the special rate of pay and does not affect the FLC for the course. The compensation is consideration for the extra time needed for required paperwork.~~

~~Additional weekly compensation for large classes:~~

~~70-94 students 3 hours~~

~~95-119 students 4 hours~~

~~120-144 students 5 hours~~

~~145-169 students 6 hours~~

~~AFT and the District agree to the above for a trial period of four (4) semesters beginning with the Fall 2005 semester. This agreement may be extended by mutual consent.~~

~~This shall remain in effect until June 30, 2015.~~

**Teaching large classes result in additional preparation time and/or time grading, time, spent with individual students, etc. Faculty with such assignments shall be granted additional credit for such classes. Credit for oversize classes will be granted on the basis of actual enrollment on the first census for the class. Credit for oversize classes will be assigned using the following formula:**

<b>Number of Students</b>	<b>Lecture Hour Equivalent</b>
<b>40 or less</b>	<b>1.0</b>
<b>41- 55</b>	<b>1.2</b>
<b>56- 70</b>	<b>1.4</b>
<b>71- 85</b>	<b>1.6</b>
<b>86- 100</b>	<b>1.8</b>
<b>101- 115</b>	<b>2.0</b>
<b>116- 130</b>	<b>2.2</b>
<b>131- 145</b>	<b>2.4</b>
<b>146- 160</b>	<b>2.6</b>

**Hourly salaries of adjunct part-time teaching oversized classes will be multiplied by the appropriate Lecture Hour Equivalent as listed above.**

**This section also applies to online courses.**

**Compensate faculty for TBA Hours at the appropriate hourly rate.**

**Compensate part-time faculty for attending division meetings, attending committee meetings, and doing other professional responsibilities outside of teaching (e.g. program review, annual plans, SLO, etc.)**

**Part-time faculty will get paid for holidays if they are assigned to work on that day of the week.**

**Teaching HyFlex or in multiple modalities concurrently will be voluntary. Faculty who voluntarily teach HyFlex, or who teach two concurrently scheduled sections in different modalities will have their course loaded at 1.5 the regular load.**

## **COMPENSATION**

Increase salaries as follows:

1. Wage increases for all full and part-time faculty as follows:
  - 2% effective with the beginning of the fall semester 2022
  - 2% effective with the beginning of the fall semester 2023
  - 2% effective with the beginning of the fall semester 2024
  
2. If the assessed valuation of property, as determined by the San Mateo County Assessor's Office Local Combined Roll prepared by the County Assessor's Office, increases by more than 2% for 2022-23, 2023-24 or 2024-25, 80% of the assessed valuation increase above 2% will be added to the 2.0% compensation increases stated above effective with the beginning of the fall semester of that year. For example, if the assessed valuation increases by 8.0%, then 80% of the 6%, i.e. 4.8%, will be added to the 2% of the given year.

**For the 2023-24 academic year, the District will achieve the 85% pro-rata pay for instructional part-timers.**

## **ARTICLE 9: HEALTH AND WELFARE BENEFITS**

Increase the Medical Cap as follows for each year of the agreement:

Single	\$100 per month
2 party	\$200 per month
Family	\$300 per month

Improve health care benefits for part-time faculty.

Increase coverage for dental plan.

**Part-time faculty will be included in the District's dental and vision plans.**

## ARTICLE 11: LEAVES OF ABSENCE

11.9 **MATERNITY/CHILD BONDING LEAVE:** The Board of Trustees shall grant **one month of paid** maternity and/or child bonding leave ~~without pay~~ to members of the unit **who qualify** in accordance with the Family Medical Leave Act, the California Family Rights Act, and the District Policy on Leaves of Absence. Accumulated sick leave may be used for any period of time **after the one month of paid leave** that the employee must be absent from work as prescribed by the physician in accordance with the provisions of the Family Medical Leave Act and the California Family Rights Act.. Such leave shall run concurrently with sick leave, extended leave and any other leave granted under the provisions of this Agreement. As with other leave without pay, no sick leave benefits shall accrue to employees on an unpaid portion of maternity/child bonding leave.

11.16 **Public Service Leave (new)** Every unit member who is elected or appointed to a public office, either Local, State or Federal or who serves as an elected officer of any local community college district public employee organization, or of any statewide or national public employee organization, shall have the right, upon request, to a paid leave of absence of up to ten (10) days in any academic year without loss of compensation for the purpose of enabling the employee to attend periodic, stated, special, or regular meetings of the body of the organization on which the employee serves.

## Article 13: PROFESSIONAL DEVELOPMENT POGRAM

13.3 **LEVEL OF FUNDING FOR PROGRAM:** The level of funding will be ~~two one~~ percent (2 ~~1~~%) of the District budget for regular academic and third- and fourth-year tenure track academic employees of the unit plus \$50,000 from a combination of Partnership for Excellence and Faculty Development funds, to the extent those funds are available, for extended leaves.

## ARTICLE 18: SUMMER SESSION EMPLOYMENT

### 18.1 CONTRACT ARTICLES THAT APPLY DURING SUMMER SESSION:

Add Article 19: Part-Time Employment

## ARTICLE 19: PART-TIME EMPLOYMENT

19.2.4 When feasible, each College Division will make reasonable efforts to provide part-time faculty with ~~the same or similar faculty load as an assignment of at least the same or similar faculty load~~ **as the highest load ever assigned to each part-time faculty, in the previous term,** ~~if provided that~~ the part-time faculty member has received two (2) consecutive satisfactory evaluations or has been given an assignment for six (6) semesters with no negative evaluations.

19.2.6 If, during any semester, there are more part-time faculty members than there are available assignments, and if all of the criteria for determining assignments that are defined in 19.2.1 and 19.2.2 above have been met to the satisfaction of the appropriate administrator then the remaining available assignments shall be offered to those part-time faculty members who are most senior according to the Seniority Lists as described in 19.1, with the most senior part-timers being offered at least the same faculty load as **the highest load each part-timer ever had in the previous term**, before a part-time faculty member with less seniority is offered an assignment.

19.2.9 **After assignments have been determined as provided in all preceding sections of this article, if there are any remaining classes to be assigned, or if additional classes become available at any time,** ~~As provided in 19.2, 19.2.4, 19.2.6 and 19.2.8, when additional classes become available, after all the criteria for determining assignments that are defined in 19.2.1 and 19.2.2 have been met~~ classes will be offered to the most senior part-time faculty members until their faculty load request is met (not to exceed 67% of full time or as prescribed by law.)

## **APPENDIX F: FACULTY LOAD CREDIT (FLC) ALLOCATION**

Increase all lab assignment schedules to 1 FLC per hour.

Incorporate the MOU on Distance Education into the main contract, and add language on intellectual property.

New Language:

I. Add the following language on class assignment:

### **Class Assignment**

**Before teaching schedules are assigned, each faculty member shall be provided an opportunity to present in writing his/her schedule preferences with regard to courses to be taught, day and evening classes (minimization of time period between the Instructor's first and last class each day and maximization of the time period between the end of the Instructor's last class one day and the beginning of the Instructor's first class the following day), off-campus classes, number of different course preparations, maximum consecutive hours of lecture/laboratory hours, the desire for overload, and room preferences. The faculty member should also have the right to present their preferences regarding modality of instruction (in-person/online/hybrid/HyFlex).**

**The administrator shall not arbitrarily disregard the faculty member's preferences. When the work assignment for each teaching faculty member is prepared, primary consideration will be given to the preferences, qualifications, seniority, experience, and job performance of the faculty member. At the request of the affected faculty member(s), the administrator will put in writing the reasons for denying the preference and forward the response to the**

affected faculty member(s) and a copy to the Union. If the faculty member, after discussing the schedule with his/her administrator, is not satisfied, he/she may appeal to the appropriate Vice President.

The assignment for a regular teaching faculty member shall be limited to a maximum of three (3) different preparations during any semester unless the faculty member agrees to accept additional preparations or additional preparations are needed to complete the employee's full annual load. Laboratories that are part of a lecture course and are delivered separately from the lecture course constitute a different preparation than the lecture course.

II. Add the following language on class cancellation:

**XX.X CLASS CANCELLATION:** Scheduled classes shall be cancelled only after written notification by the appropriate administrator/designee is sent to the instructor. The written notification is to be issued on or around twenty days before the first day of instruction. No class shall be cancelled more than 20 days prior to the first day of the class.

**XX.X.1 Without the Consent of the Instructor**

**XX.X.1.1** A class may be cancelled within twenty (20) days before the class starts if the enrollment is less than 50% of the class enrollment minimum;

**XX.X.1.2** During the first two weeks of instruction, a class may be cancelled if enrollment is less than 60% of the class enrollment minimum;

**XX.X.1.3** Classes shall not be cancelled after the second week of instruction without the consent of the instructor.

**XX.X.2 With the Consent of the Instructor:** Classes may be cancelled with the consent of the instructor at any time.

**XX.X REASSIGNMENT OF FACULTY WITH CANCELED CLASSES**

**XX.X.1** A faculty member, whose regular load (1.0) has been displaced through cancellation and the immediate dean shall consult and agree on the alternative(s) to complete the faculty member's regular load.

**XX.X.2** If no agreement can be reached between the dean and the faculty member, the faculty member may choose among any unstaffed instructional assignment in one of the faculty members FSA's.

**XX.X.3** If no such unstaffed instructional assignment which falls within the normal work assignment exists, then the faculty member and the division Dean will collaboratively choose an instructional assignment in one of the faculty members FSA's.



**XX.X.4** If none of the above is chosen, the dean may assign any instructional assignment to the faculty member in one of his/her FSA's.

**XX.X.5** In the situation where the above alternatives do not exist or are not chosen, the faculty member shall work with the dean a plan to make up the deficit within three (3) years.

III. Add the following new articles:

**Article XX: Academic Freedom**

**1.** The District and AFT are unequivocally and unalterably committed to the principle of academic freedom in its true sense which includes freedom to study, freedom to learn and freedom to teach and provide educational professional services to students. Freedom of expression and academic freedom support the District's belief in inquiry, informed debate and the search for truth. Freedom of expression and academic freedom are necessary to provide students and employees with a variety of ideas, to encourage them to engage in critical thinking and to help them understand conflicting ideas and opinions.

**2.** Academic freedom encompasses the right of an instructor to teach and discuss in the classroom unpopular and controversial subjects, and for counselors, librarians and other academic employees to provide relevant and appropriate student services.

**3.** Interference with or censure of an academic employee by District officials or by outside individuals or groups because of the faculty member's introduction of unpopular and controversial subjects or provision of relevant and appropriate educational professional services to students is precluded by the principle of academic freedom.

**4.** The parties acknowledge the fundamental need to protect faculty from censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching or other educational functions. The District's faculty have the right to express their opinions on issues directly or indirectly related to their professional activities, and any other issues, whether these opinions are expressed in the classroom, in shared governance or labor relations matters, elsewhere on campus, at college-related functions or in other media or settings. The rights of academic freedom and freedom of expression apply to the reasonable use of District computing resources, including e-mail and internet access.

**5.** Employment by the District does not in any way restrict or limit the Federal First Amendment and California Constitutional rights of expression that faculty enjoy as members of their communities. Faculty members are free to speak and write publicly on any issue, as long as they do not indicate they are speaking on behalf of the District.

**6. Protecting freedom of expression and academic freedom is the responsibility of the college community. Therefore, in a climate of openness and mutual respect, free from distortion and doctrinal obligation, the District protects and encourages the exchange of ideas, including unpopular ones which are presented in a spirit of free and open dialogue and debate.**

**7. Academic freedom does not include use of discriminatory, discourteous, offensive, abusive conduct or language while in performance of District employment.**

**8. Faculty members shall maintain the exclusive right and responsibility to determine the grades they assign on the basis of their professional judgment. The grades given to each student for any course of instruction taught shall be determined by the instructor of the course, and the determination of the student's grade by the instructor--in the absence of mistake, fraud, bad faith, or incompetence--shall be final.**

#### **Article XX: Reasonable Accommodation**

**1. The Parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans with Disabilities Act and the Fair Employment and Housing Act, as amended by the Prudence Kay Poppink Act.**

**2. If there is a conflict between a proposed accommodation and this Agreement, the District will notify the Union and, upon request, meet with the Union within ten (10) business days to attempt to resolve the issue. The parties may extend this time limit by mutual agreement. During the reasonable accommodation process, an employee has the right, upon request, to Union representation.**

**3. When an employee requests an accommodation pursuant to the ADA and the Fair Employment and Housing Act, as amended by the Prudence Kay Poppink Act, the District shall meet with the employee and, at the request of the employee, with the employee's Union representative. The District will inform the employee and the representative of the status of the employee's request for an accommodation and of the resolution of the request. As necessary, and on a case-by-case basis, the District will meet with the Union representative to review problems concerning reasonable accommodation.**

**4. Human Resources shall maintain files on formal reasonable accommodation requests that include information related to: status of accommodation requests and the resolution of closed accommodation requests.**

**5. Following a reasonable period of time after the employee has submitted the information required for a reasonable accommodation but not later than thirty days, the District shall provide a written response to the employee's request. The written response shall include an update on the status of the employee's request. When the District grants an accommodation, the District shall provide a written description of the accommodation to the employee. If no accommodation is granted, upon request the District shall provide a**

**written reason for the denial to the employee. If no accommodation in the current assignment is possible, the District shall evaluate alternative job assignments for possible accommodation. While the employee's request for reasonable accommodation is pending, the District shall make every reasonable effort to provide a modified work duty assignment. A reasonable accommodation decision is appealable to the Chief Human Resources Officer or through the grievance process. The Union and the employee shall elect only one of these appeal options. The election is irrevocable. If the District determines the Union and/or the employee filed both an internal complaint and a grievance regarding the same reasonable accommodation decision, the District shall promptly contact both the Union and the affected employee to notify them that they must elect one process or another.**

#### **Article XX: ADDITIONAL FACULTY RIGHTS**

**EVALUATION OF ADMINISTRATORS: Annual Evaluations of administrators with responsibility for instruction or student services will include an opportunity for the faculty within the unit, division, or college to provide anonymous performance feedback. College administration and/or Human Resources will oversee the evaluation process, evaluation content, and all other matters related to the evaluation of administrators.**