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REVISED PROPOSAL FROM THE  
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT  
TO THE  
SAN MATEO COMMUNITY COLLEGE FEDERATION OF TEACHERS,  
LOCAL 1493, AFT, AFL-CIO  
July 7, 2023

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The collective bargaining proposal presented herein by the San Mateo Community College District to the San Mateo Federation of Teachers, Local 1493, AFL-CIO, is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties. The following proposal is intended to apply only to the Article set forth below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

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**ARTICLE 8**  
**PAY AND ALLOWANCES**

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8.1 ~~**REGULAR FACULTY SALARY SCHEDULES: The compensation formula agreed to in the last Collective Bargaining Agreement (2016 – 2019) will be maintained in the new Collective Bargaining Agreement (2019 – 2022). Specifically: the District shall allocate 80% of every new dollar of assessed value of property taxes to compensation for salaries, with AFT receiving an apportionment of that allotment proportional to the base of the faculty bargaining unit as compared to the total workforce. The District shall first deduct costs for STRS, step and column increases and any other regulatory rate increases. The remaining apportionment to AFT shall then be allocated to bargaining unit members in the manner determined by AFT. Further, in the event there is negative growth, compensation and benefits shall remain unchanged. In no event may this formula result in a salary reduction.**~~

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~~**As applied during the period of the 2019-2022 contract:**~~

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~~**8.1.1**~~ For the ~~**2019-2020-2022-2023**~~ fiscal year:~~;~~

- ~~• **The Regular Faculty Schedule (80), the Adjunct Faculty Salary Schedule Non-Instructional (AJ), and the Regular Faculty Schedule (OL) AFT shall be increased by 7.0-10% receive 42.95% of the 80% allotment, which after regulatory rate increases is \$2,169,557.**~~
- ~~• **The Instructional Laboratory Adjunct Faculty Salary Schedule (HB), the Instructional Lecture Adjunct Faculty Salary Schedule (HC), and the Instructional Special Adjunct Faculty Salary Schedule (HI), shall be increased by 9.5% -17%.**~~

~~**8.1.2**~~ For the ~~**2020-2021-2023-2024**~~ fiscal year:~~;~~

- ~~• **The Regular Faculty Schedule (80), the Adjunct Faculty Salary Schedule Non-Instructional (AJ), and the Regular Faculty Schedule (OL) AFT shall be increased by 5.0-8.0% receive 42.50% of the 80% allotment, which after regulatory rate increases is \$3,784,565.**~~

- The Instructional Laboratory Adjunct Faculty Salary Schedule (HB), the Instructional Lecture Adjunct Faculty Salary Schedule (HC), and the Instructional Special Adjunct Faculty Salary Schedule (HI), shall be increased ~~7.5%-15%~~.

**8.1.3** For the ~~2021-22~~ **2024-2025** fiscal year:

- The Regular Faculty Schedule (80), the Adjunct Faculty Salary Schedule Non-Instructional (AJ), and the Regular Faculty Schedule (OL) shall be increased by ~~3.0%~~ **8%** ~~the formula summarized in this Article shall be applied. The District will inform AFT of its apportionment no later than May 15, 2021.~~
- The Instructional Laboratory Adjunct Faculty Salary Schedule (HB), the Instructional Lecture Adjunct Faculty Salary Schedule (HC), and the Instructional Special Adjunct Faculty Salary Schedule (HI), shall be increased by ~~5.5%-8%~~ **plus the percent needed to reach parity at 85%**.

~~Pay part-time faculty by load rather than hourly.~~

**8.2 PAYCHECK PROVISIONS:** The following procedures shall apply related to faculty paychecks:

8.2.1 The annual salary for full-time regular employees will be paid over 10 months, commencing with the first month of the Fall semester, provided that employees who were paid on a September to June 10-month schedule as of June 30, 2016, shall continue to have the option to be paid on a September to June 10-month schedule. Deductions for retirement, State and Federal withholding taxes, and all other voluntary deductions are made over a 10-month period.

8.2.2 **Payroll Errors:** Proper salary grade and step placement is a joint responsibility of the employee and the District. All employees are to review their salary placement at least annually and should they believe that they are improperly placed on the salary schedule, they are to immediately bring this information to the attention of the District.

8.2.2.1 Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a special payroll check issued no later than five (5) working days after the District has received both a written request from the employee and verification of the error. Otherwise, the supplemental amount will be included in the next regular paycheck following verification of the error.

8.2.2.2 If the District overpays the employee, the District will inform the employee and attempt to mutually agree on a schedule to repay the overpayment, the employee shall, upon realizing the fact or upon notification from the District, repay the full amount of such overpayment.

Any payroll deduction made by the District to remedy an overpayment in a prior pay period must be authorized in writing by the employee. If no agreement for repayment is made, the District reserves its rights to take legal action to recover the overpayment.

If the overpayment is \$100 or less, the employee shall have the overpayment deducted in the next paycheck. For overpayments exceeding \$100, the

~~repayment schedule shall be equal to the number of months the employee was overpaid. For example, an employee who was overpaid a total of \$300 over a period of three months shall have \$100 deducted for the three months. Employees who leave the District or go on unpaid leaves prior to complete repayment shall have the remainder of the overpayment deducted from their final check. If the final check is insufficient to cover the amount owed, the employee will submit the necessary funds to the District within 30 calendar days.~~

[Ca Labor Code sections 221 and 222](#)

**8.2.3 Direct Deposit:** The District will make payment via direct deposit for payroll checks to all faculty members, unless special circumstances require a paper check to be issued. Employees who were receiving a paper check as of June 30, 2016 will continue to have the right to receive a paper check.

**8.3 PLACEMENT OF REGULAR FACULTY MEMBER ON SALARY SCHEDULE:** Placement of an individual on the regular academic employee salary schedule is based upon academic preparation and teaching experience or acceptable equivalent.

8.3.1 Salary classes based upon academic preparation are defined in Appendix C.

8.3.2 If they are to be recognized for salary placement, units taken after the award of the Bachelor's degree must ordinarily be upper division or graduate units granted by an accredited college or university.

8.3.3 For salary placement purposes, academic degrees and units must be earned from accredited institutions of higher education. Academic degrees from unaccredited colleges and universities, both foreign and domestic, will be acceptable provided that either:

1. the registrar of an accredited institution of higher education certifies that the degree in question is the equivalent of an earned academic degree granted by his/her institution; or
2. the degree serves as the basis for the award of a post-doctoral research fellowship from an accredited institution of higher education.

8.3.4 "Accredited institution of higher education" means an institution of higher education in the United States or its territories, accredited by a United States regional accrediting association which awards accreditation to institutions of higher education as one of its predominant activities, or by a recognized professional organization which awards accreditation to institutions of higher education for training in that profession.

8.3.5 Degrees and academic units to be credited for salary schedule placement must be verified from original transcripts to which the college or university seal or registrar's signature has been affixed. For new employees, transcripts must be received by the Office of Human Resources by the end of the month in which original employment begins. Verification of membership in the California Bar must be by official documentation certifying that the employee is eligible to practice law in the State of California.

153 8.3.6 Step placement on the regular academic employee salary schedule is based upon prior  
 154 teaching experience or acceptable equivalent. High school and college-level teaching  
 155 experience as a regular faculty member will be recognized on a year-for-year basis.  
 156 Teaching experience between grades 1 and 8 (elementary) will be counted as one-half  
 157 the value of teaching experience in grades 9 and higher. ~~A n~~New contract academic  
 158 employees with 0 to 3 years of prior experience and whose first day of service begins  
 159 on or after July 1, 2001 will be placed on Step 1. For a new contract employee with  
 160 four (4) or more years of prior experience, such experience will be recognized, year for  
 161 equivalent year, up to a total of seven (7) years for a maximum initial placement at Step  
 162 5 The Chancellor may recommend initial placement above Step 5 in exceptional  
 163 circumstances that affect the interest of the District. The Chancellor will inform the Union  
 164 president of such recommendation. The following chart illustrates initial placement  
 165 according to this section:

167	0-3 yrs. Experience	Step 1
168	4	Step 2
169	5	Step 3
170	6	Step 4
171	7 or more	Step 5

172  
 173 8.3.7 Part-time teaching will be credited on the basis of its equivalent in full-time teaching at  
 174 the institution where the teaching occurred.

175  
 176 8.3.8 Related vocational experience, and professional experience other than teaching in  
 177 regular faculty status, will be evaluated on the basis of duration and closeness of  
 178 relationship to the teaching assignment in this District. One year of teaching experience  
 179 will be allowed for each two years of full-time, fully related professional or vocational  
 180 experience, or its equivalent in part-time experience. Years of service spent as an  
 181 apprentice, or years of service spent achieving the equivalent of journeyman status, will  
 182 not be counted. Years of service, whether paid or unpaid, which were spent as a part of  
 183 a required program leading to a higher academic degree or certificate will not be  
 184 counted.

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 186 8.3.9 Letters of verification of all experience used for step placement on the salary schedule  
 187 must be received by the Office of Human Resources by the end of the month in which  
 188 original employment begins.

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 190 **8.4 CLASS ADVANCEMENT:** To qualify for class advancement on the regular academic employee  
 191 salary schedule, academic personnel will notify Human Resources that they have received an  
 192 advance degree by July 15<sup>th</sup> and submit evidence of the advanced degree from an accredited  
 193 college or university or evidence of a sufficient number of units to meet requirements for class  
 194 advancement on the salary schedule. As proof of completion, official transcripts must be  
 195 submitted prior to August 31<sup>st</sup> of the year for which the change in salary placement is requested.  
 196 Class advancements are processed only during the month of August of each year, and modify  
 197 the employee's salary for the full college year.

198  
 199 8.4.1 For class advancement purposes, an academic employee may submit without prior  
 200 approval:

- 201 1. Upper division and graduate units, offered by accredited colleges and  
 202 universities, relevant to the instructor's teaching field.

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2. Education courses required for a credential or degree appropriate to the instructor's field in community college teaching.

8.4.2 Other courses must be individually approved by the Vice Chancellor of Human Resources. Prior approval of courses in which an academic employee plans to enroll should be obtained to ensure that units will be applicable for advancement on the salary schedule. Such requests for prior approval should be submitted to the employee's immediate supervisor, who will attach his/her recommendation and forward them through the Vice President to the Vice Chancellor of Human Resources. The Vice Chancellor of Human Resources will then approve or disapprove, in full or in part, and so inform the instructor, the Vice President, and the immediate supervisor.

**8.5 STEP ADVANCEMENT ON REGULAR SCHEDULE:** To qualify for step advancement on the regular academic employee salary schedule, an employee's term of service must encompass seventy- five percent (75%) or more of the school days in the college year, or seventy-five percent (75%) or more of the school days in two semesters within a three-year period.

8.5.1 From Step 1 through Step 8, employees will advance at the rate of one step per year. Two years of service at Step 9 are required for advancement to Step 11. Three years of service at Step 11 are required for advancement to Step 14. Four years of service at Step 14 are required for advancement to Step 18. Five years of service at Step 18 are required for advancement to Step 23. Two years of service at Step 23 are required for advancement to Step 25.

8.5.2 All step advances on the salary schedule are normally effective at the beginning of the Fall semester. However-~~effective spring 1999~~, step advances for regular, full-time faculty whose service begins in Spring semester and who meet the requirements of Section 8.5, will advance to the next step on a Spring anniversary date rather than the Fall anniversary date.

**8.6 REQUIRED SERVICES OUTSIDE THE NORMAL WORK YEAR:** Academic employees may occasionally be asked to work extra days that are not a part of the 175-day academic year. To the extent that funds have been budgeted and specific assignments approved by the appropriate administrator, required services involving a minimum of six (6) hours of work will be compensated on a per diem basis. For less than a full day of work, academic employees will be compensated at the special rate of the Part- time or Faculty Overload Salary Schedule.

8.6.1 The per diem rate is six hours at the special rate, Step 10 of the appropriate hourly salary schedule.

8.6.2 Academic employees who are expected to work beyond the normal 175-day academic year because of serving on a screening committee for new employees will be paid at the special part- time rate for actual hours worked in session with the committee or at the per diem rate, whichever is less. Any such work must be necessary and have prior approval of the College President or the Chancellor.

**8.7 SALARY DEDUCTIONS FOR ABSENCE WITHOUT PAY:** When an academic employee whose compensation is based upon the regular academic employee salary schedule is absent for reasons which do not justify the use of any of the forms of authorized leave with pay, a fraction of the employee's annual salary will be deducted. The fraction will be the number of days absent divided by the number of days in the teaching year.

257 **8.7.1** When a deduction for a partial day of absence becomes necessary, the fraction of a day  
258 absent will be computed by dividing the number of hours of absence by the total number of  
259 hours the employee is scheduled to be on campus on that day, including office hours.  
260

261 **8.8** **PART-TIME SALARY SCHEDULE:** The part-time employees' salary schedule is listed in  
262 Appendix B. It applies to academic employees with assignments of sixty percent (67%) or less  
263 of full time for the college year. It also serves as the basis of compensation for summer session  
264 assignments and of additional compensation for full-time academic employees assigned beyond  
265 their regular full-time assignments. Summer Session compensation will be based on the part-  
266 time employee salary schedule in effect during the previous Spring semester.  
267

268 **8.9** **PLACEMENT ON PART-TIME SALARY SCHEDULE:** Placement of an individual on the part-  
269 time employee salary schedule is based upon academic preparation and teaching experience or  
270 acceptable equivalent.  
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272 8.9.1 Degrees and units are used to determine step placement on the part-time employee  
273 salary schedule in accordance with the following rules:  
274

275 8.9.1.1 Persons holding an earned doctorate, or who are members of the California Bar,  
276 will be given two (2) years of teaching equivalency, to be added to the total of the  
277 years credited as a result of evaluating teaching and related experience.  
278

279 8.9.1.2 Persons holding a valid Master's degree, or a life vocational credential will  
280 receive zero (0) years of teaching equivalency.  
281

282 8.9.1.3 Persons holding only a Bachelor's degree and any number of units taken after  
283 the award of the degree will have one (1) year of teaching equivalency  
284 subtracted from the years credited for teaching and related experience.  
285

286 8.9.1.4 Persons holding only an A.A. degree and any number of units short of a  
287 Bachelor's degree will have three (3) years of teaching equivalency subtracted  
288 from the total years credited for teaching and related experience.  
289

290 8.9.1.5 One (1) year and no years of college are assigned a value of negative four (4)  
291 years of teaching equivalency and treated as above.  
292

293 8.9.2 Both teaching and related work experience will be evaluated as set forth in Sections 8.3.  
294 of this Agreement. As with the regular academic employee salary schedule, high school  
295 and college level teaching experience will be recognized on a year-for-year basis up to  
296 five years. The maximum initial step placement on the part-time employee salary  
297 schedule will be at Step 7, except for holders of an earned doctorate or members of the  
298 California Bar, for whom the maximum initial placement will be at Step 9.  
299

300 **8.10** **PLACEMENT ON PART-TIME SCHEDULE UPON RETURN:** Part-time faculty returning to the  
301 District who have been in paid academic status during two semesters (summer sessions are  
302 acceptable in lieu of semesters) within a three-year period shall be advanced a step on the  
303 salary schedule beginning in the Fall Semester. Part-time faculty returning to the District after a  
304 break of more than three years shall be placed on the salary schedule at a step no lower than  
305 the step at which they were paid when they left the District.  
306

307 **8.11** **STEP ADVANCEMENT ON PART-TIME SCHEDULE:** To qualify for step advancement on the  
308 part-time employee salary schedule, an employee must have served in paid academic status

309 during two semesters (summer sessions are acceptable in lieu of semesters) within a three-year  
310 period. Step advancements will be made only at the beginning of the Fall semester.

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312 **8.12 PART-TIME COUNSELING SERVICES PAY RATE:** Counseling service, when compensated  
313 on a part-time basis, will be paid at the appropriate hourly laboratory rate.

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315 **8.13 SUBSTITUTE PART-TIME PAY RATES:** Substitute instructors, librarians, and counselors will  
316 be paid at the substitute's step of the appropriate column of the part-time salary schedule.

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318 **8.14 LARGE CLASS PAY:** A large class for the purpose of additional compensation under the terms  
319 of this Article is defined as having 70 or more students enrolled at census.

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321 Deans will engage in a collaborative process with department faculty to determine which  
322 courses can be appropriately designated as "large classes".

323  
324 Eligible courses are those that meet general education, UC, and CSU requirements, those  
325 that meet graduation requirements, major requirements, and vocational courses required for a  
326 certificate, degree, or transfer. (Ineligible courses are television courses, open skills labs,  
327 Cooperative Education, all matriculation activities, team sports, team taught courses,  
328 independent study, and all courses numbered in the 600's and 700's.

329  
330 Assignment to teach a large class is voluntary.

331  
332 Additional compensation is at the special rate of pay and does not affect the FLC for the  
333 course. The compensation is consideration for the extra time needed for required  
334 paperwork.

335  
336 Additional weekly compensation for large classes:

337 70-94 students 3 hours

338 95-119 students 4 hours

339 120-144 students 5 hours

340 145-169 students 6 hours

341  
342 **Compensate faculty for TBA Hours at the appropriate hourly rate.**

343  
344 **Part-time faculty directed by their dean to perform ancillary activities ~~such as including,~~**  
345 **but not limited to, attending division meetings, committee meetings, or assigned other**  
346 **professional responsibilities outside of teaching or their primary responsibilities (e.g.**  
347 **program review, annual plans, SLO, etc.) shall be compensated for the time pre-approved**  
348 **by the Dean at the special ~~non-instructional~~ hourly rate.**

349  
350 **Teaching in multiple modalities concurrently will be voluntary. Full time faculty who**  
351 **voluntarily teach two concurrently scheduled sections in different modalities will have**  
352 **their course loaded at 1.5 the regular load. Hourly salaries of adjunct part-time teaching**  
353 **two concurrently scheduled sections in different modalities will be multiplied by 1.5. For**  
354 **concurrently scheduled sections in different modalities, the maximum total enrollment will**  
355 **not exceed 20 students. Faculty may agree to exceed the 20 student maximum if an**  
356 **assistant approved by the faculty member is hired to help manage a larger class.**

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358 **8.15 PART-TIME PARITY**

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360 A. Part-time parity shall be defined as 85% of full-time regular compensation

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B. For the 2020-21 and 2021-22 academic years, the method used to compare part-time and full-time compensation for the purpose of determining if achieving parity shall be as follows:

1. Calculate the average, annualized compensation for instructional adjunct faculty by:
  - a. At each step multiply the instructional rate by 525 hours. (525 hours represents 15 hours per week times 35 weeks).
  - b. At each step multiply the special rate by 175 hours. (175 hours represents 5 office hours [1 hour for each 3 hours of teaching] times 35 weeks).
  - c. Add the results of a and b. This expresses the annualized salary at each step.
  - d. Calculate the average annualized adjunct instructional salary.
2. Calculate the average annual full-time compensation of full-time faculty at Column 2 (Master's Degree), steps 1-11.
3. Parity is achieved when the average annualized compensation on the instructional adjunct faculty schedule is 85% of the average annual full-time compensation of contract faculty at column 2, steps 1-11.
4. For the purposes of a benchmark, applying this methodology using the salary schedules in effect as of August 13, 2018:
  - a. Instructional adjunct compensation is at 66.8% of full-time compensation.
  - b. Non-instructional adjunct compensation is above parity on all non-instructional salary schedules, where the average annualized non-instructional salary for each position is calculated by multiplying each salary step by the full-time contractual hours for the position by 35 weeks, and taking the average.

C. The following steps shall be taken to achieve parity, as defined in paragraph A.

1. For the 2020-2021 fiscal year the following monies shall be applied exclusively to the instructional adjunct salary schedule:
  - a. The District shall add 3 % (\$600,537) to the adjunct instructional faculty schedule over and above the dollars made available to AFT for total compensation for 2020-21. This contribution is contingent on the further contribution described below in section C.1.b.
  - b. An additional 1% (\$ 200,179) shall be added to the instructional adjunct faculty schedule from the dollars made available to AFT for total compensation in 2020-21, resulting in a combined contribution between sections C.1.a and b of 4 % ( \$800,716) being applied to the adjunct instructional schedule.
  - c. At its discretion, AFT may apply additional dollars exclusively to the instructional adjunct faculty schedule.

413 d. All other total compensation dollars that AFT chooses to apply to  
414 wages shall be applied equally to all salary schedules.  
415

416 2. For the 2021-2022 fiscal year, the District will apply an additional 1.5 million  
417 dollars (\$ 1,500,000) to the instructional adjunct faculty schedule (HI),  
418 separate and apart from whatever salary increases are negotiated for all  
419 faculty. This contribution is contingent on AFT's agreement that any total  
420 compensation dollars that it chooses to apply to wages shall be applied  
421 equally to all salary schedules, unless it opts to make an additional  
422 contribution to the adjunct instructional (HI) schedule in order to move  
423 adjuncts closer to parity.  
424

425 3. The District and AFT shall enter into an MOU memorializing that, starting  
426 with the 2022-2023 academic year, tThe District will place instructional adjunct  
427 faculty on a salary schedule that includes the same columns and steps that  
428 appear on the Regular Salary Schedule (80), using the methodology summarized  
429 below. The MOU shall also provide that, when negotiations are opened for  
430 the 2022-23 through 2024-25 successor agreement, the MOU shall be  
431 incorporated into that agreement. This MOU supersedes conflicting  
432 contract language in Articles 8.8-8.11 and 18. Once parity is achieved, this  
433 MOU shall cease to apply.  
434

435 23.A After the 2022-23 academic year, tThe method used to compare part-  
436 time and full-time compensation for the purpose of determining how close  
437 the District is to achieving parity shall be as follows:  
438

- 439 a. each cell in the regular full-time salary schedule is divided by 525
- 440
- 441 b. One-third (1/3) of the special rate that corresponds to each step
- 442 on the adjunct faculty salary schedule will be added to each cell at
- 443 that step. For steps on the adjunct lecture schedule that exceed
- 444 the number of steps of the special rate schedule, the highest rate
- 445 on the special rate schedule will be used.
- 446
- 447 c. b is divided by a and multiplied by 100
- 448
- 449 d. parity is achieved when the value of "c "is 85 at a minimum of 80%
- 450 of the cells on the lecture adjunct faculty schedule.
- 451

452 33.B. PART-TIME OFFICE HOURS  
453 CONSTRUCTION OF THE STEP/COLUMN INSTRUCTIONAL  
454 ADJUNCT SCHEDULES  
455

456 2 step and column schedules will be established for Instructional  
457 Adjunct Faculty—one for lecture rate and one for lab rate. These will  
458 be designated in the salary schedules as the "Adjunct Faculty Salary  
459 Schedule Inst./Lecture (HI)" and the "Adjunct Faculty Salary  
460 Schedule/Inst./Lab (HI)". The Instructional Faculty Salary Schedule  
461 (HI) for special rates will not be converted to a step/column schedule.  
462

The step and column schedules for Adjunct Faculty Salary Schedule Inst./Lecture (HI) and Adjunct Faculty Salary Schedule/Inst./Lab (HI) will be established and applied as follows:

1. The instructional adjunct lecture and lab schedules for the 2021-22 fiscal year shall become the Masters column (Column 2) of the new step/column lecture and lab schedules.
2. The compensation values at each step (1-11) of the new lecture and lab schedules will be created at 1 (Base) 3 (MA +45) 4 (MA +60) and 5(PhD) by applying the percentage differences between columns that exist at those steps on the full-time schedule.
3. The compensation values at steps past step 11 will be created by applying the percentage differences between the steps past 11 that exist at those steps and columns on the full-time schedule.

Office hours will continue to be paid separately following the same procedures currently in place, including after full pro-rata at 85% is achieved.

#### 43.C PLACEMENT OF MEMBERS ON THE SALARY SCHEDULES

##### 1. Column Placement

Instructional adjunct faculty will have until September 30, 2021 to present documentation regarding their education, commensurate with the documentation required of regular faculty, so they may be placed on the appropriate column. If an instructional adjunct faculty doesn't provide documentation by September 30, 2021, they will be placed on the column with the minimum qualification for that discipline. Instructional adjunct faculty can present documentation to be placed on the right column in future years, subject to the same deadlines and criteria as full-time faculty.

##### 2 Initial Step Placement on the Step/Column Schedule

a. Starting with the Fall 2022 semester, each adjunct faculty member previously employed by the District shall be initially placed on the step that corresponds with their 2020-21 step plus one, except as follows:

i. Any instructional adjunct faculty who, as of Fall 2022, has been at step 11 for at least 3 years in which service was provided each year shall move to step 14.

ii. Any instructional adjunct faculty who has less than a Master's degree, and who is on a 2021-22

seniority list, shall not be moved to the new base column, but instead shall be placed on the masters column (column 2).

**4b.** Starting with the Fall 2022 semester, nNewly hired adjuncts will be placed at their initial step using the same criteria as used for full-time faculty, as set forth in Article 8.3.6, with Step 5 being the highest step for initial placement. Article 8.9 does not apply.

**53.** Step Advancement

Adjunct faculty may advance no more than one step per 12-month contiguous period. After parity at 85% is reached, in order to advance one step, an instructional adjunct must serve within the District the equivalent of 18 instructional FLCs, which may be accrued indefinitely until step movement occurs, or four Spring and/or Fall semesters of service, whichever happens first. For the purposes of counting service credit for step movement, service in fall, spring and summer terms shall count. However, service in each term is not required to advance. Once the aggregate 18 FLCs is achieved, or four semesters whichever happens first, the adjunct faculty member is eligible to move one step in the next term (fall, spring or summer) that the member is hired. Once an adjunct faculty member advances, a new contiguous 12-month period starts.

**64.** On-going Step Advancement Implementation Process

Step advancement will be administered as follows: Each August 1, the District shall be responsible to review all adjuncts hired in the ensuing fall semester for step advancement eligibility. Any adjunct found to be eligible will be advanced one step, prospectively. There will be no retroactive step adjustments unless due to district error.

Faculty who believe that they will become eligible for step advancement in a spring or summer term, rather than the fall term, are responsible to provide notice to their Dean at least 90 calendar days before the start of the term in which the member believes they are eligible for advancement. Where such notice is provided, step advancement will be applied in the next term. The District is not responsible to advance members at any time other than the fall semester without prior notice from the faculty member of their eligibility. Step advancements will be implemented at the beginning of each term only, unless failure to advance a member is due to District error.

The District will send an announcement to the instructional adjunct faculty three weeks before the deadline reminding them of the deadline and the requirements for step advancement in the Spring and the Summer.

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**5. Timing**

**The District will place every instructional adjunct faculty on a step and column by February 28, 2022 in preparation for implementing the new schedules starting in the Fall 2022.**

- D. The District acknowledges that parity is not an abstract concept, but a clear goal that it is contractually obligated to achieve. To that end, the District further acknowledges that parity cannot be achieved without the district allocating funds to adjunct compensation over and above faculty raises. The district therefore commits to dedicating additional funding for instructional adjunct salary increases above and beyond salary increases for all faculty until parity is achieved. **So long as the parties are operating under the compensation formula in effect in 2019-2022, total compensation funds shall not be unilaterally used by the district for parity.**
  
- E. The Parties will establish a joint study group to review possible transition to a load-based, step and column compensation model for adjunct faculty. It is understood that the study group does not engage in negotiations, but functions to provide information that the parties may utilize in negotiations.

**ARTICLE 9**  
**HEALTH AND WELFARE BENEFITS**

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591 **9.1 PERS MEDICAL AND HOSPITAL PLAN:** The District will provide the PERS Medical and  
592 Hospital Plan for employees and retirees in accordance with rules and regulations established  
593 by PERS.  
594

595 **9.1.1** Should a carrier withdraw from the PERS Umbrella plan, members of the unit will select  
596 from one of the remaining PERS options.  
597

598 **9.2 MEDICAL PREMIUM CAP AMOUNT:** ~~Effective January 1, 2017, the District will contribute~~  
599 ~~up to the following amounts as appropriate towards PERS medical coverage premiums:~~  
600

601 ~~Employee only: \$ 789.00 per month~~  
602 ~~Employee plus one dependent: \$1,319.97 per month~~  
603 ~~Employee plus two or more dependents: \$1,703.41 per month~~  
604

605 Effective January 1, ~~2018~~**2023**, the District will contribute up to the following amounts as  
606 appropriate towards PERS medical coverage premiums:  
607

608 Employee only: ~~100% Kaiser Single Party \$914.00~~**825.00**  
609 Employee plus one dependent: ~~88% Kaiser Two-Party \$1828.00~~**1,394.97**  
610 Employee plus two or more dependents: ~~88% Kaiser Family \$2376.00~~**1,828.41**  
611

612 ~~**On January 1 2024 and 2025 these amounts will be increased to match the corresponding**~~  
613 ~~**Kaiser plan.**~~  
614

615 9.2.1 Deduction of Medical Benefit Premiums: Subject to and consistent with the requirements of  
616 federal and state law, when unit members are paid on an August through May schedule, those  
617 members shall have their portion of the medical coverage premiums for June and July  
618 deducted in equal installments from their January, February, March, April, and may  
619 paychecks. When unit members are paid on a September through June schedule, those  
620 members shall have their portion of the medical coverage premiums for July and August  
621 deducted in equal installments from their February, March, April, May and June paychecks.  
622

623 ~~**9.2.2 There shall be an increase in the medical caps set forth in Article 9.2 as follows**~~  
624 ~~**effective 1/1/2020, 1/1/21 and 1/1/22 on a one-time basis, expiring at end of this**~~  
625 ~~**contract:**~~  
626

627 ~~**Single: \$50.00 per month**~~  
628 ~~**2 Party: \$50.00 per month Family:**~~  
629 ~~**\$50.00 per month**~~  
630

631 **9.3 DISTRICT WILL PAY PREMIUM INCREASES FOR OTHER BENEFITS:** The District will pay  
632 the increased costs of dental insurance, life insurance, salary continuation insurance, and  
633 Medicare Part B.  
634

635 **9.4 DENTAL INSURANCE:** The District will provide each eligible employee and eligible dependents  
636 with Delta Dental Plan (DDP) or the coverage provided by Private Medical-Care Inc. (PMI). The  
637 plans are described in detail in the benefits handbook available in the Office of Human  
638 Resources. The maximum dental coverage in any one calendar year shall be \$2000.

~~The maximum dental coverage in any one calendar year shall be \$2000 \$5,500 for in network and \$5,000 for out of network. Add dental implants as part of the plan coverage.~~

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- 9.5 LIFE INSURANCE:** The District will provide each eligible employee with a term life insurance policy covering the employee and eligible dependents. The life insurance plan is described in detail in the benefits handbook available in the Office of Human Resources. Effective March 1, 2001, the term life insurance coverage shall equal one time the employee's annual base salary.
- 9.6 SALARY CONTINUATION INSURANCE:** The District will provide each eligible employee with salary continuance insurance to cover disability after the employee's sick leave balance has been exhausted. The salary continuance insurance plan is described in detail in the benefits handbook available in the Office of Human Resources. The maximum monthly benefit for unit members shall be \$5,000 per month.
- 9.7 VISION INSURANCE:** The District will provide each eligible employee and eligible dependents with Vision Service Plan (VSP) Plan C.
- 9.8 MEDICARE PART B COVERAGE:** The District will pay the premiums for Medicare Part B coverage for an eligible retiree and/or a spouse/eligible domestic partner **who is** over 65 years of age.
- 9.9 ELIGIBILITY RULES:** To be eligible for the benefits described in this Article in any given semester or academic year, a full-time regular academic member of the unit must be employed at more than sixty percent (60%) of full time. A full-time regular academic employee may retain eligibility for the benefits described in this Article in the case of mutually agreed upon reduction of assignment, provided that the reduced assignment is at least fifty percent (50%) of full time.
- 9.10 ELIGIBLE DEPENDENTS/DOMESTIC PARTNERS:** Eligible dependents/domestic partners are those specified in the contracts between the District and the insurance carriers.
- 9.10.1 The District agrees to include domestic partner benefits in the PERS Health Plans offered by the District. The definition of domestic partner shall be that used by PERS Health Plans. If the definition of a domestic partner used by PERS changes, the District shall implement the change on the effective date allowed by PERS. Domestic partners shall comply with all registration requirements required by state law or PERS, and shall complete all necessary declarations and statements of financial liability. Forms are available in the Office of Human Resources.
- 9.10.2 The District agrees to include domestic partner benefits in the dental and vision plans offered by the District. In order to be considered a domestic partner, the following criteria must be met:
1. The two individuals are each other's sole domestic partner and intend to remain so indefinitely.
  2. Neither individual is married to, or legally separated from anyone else nor has had another domestic partner within the prior six (6) months (unless the relationship terminated due to death).
  3. Both individuals are at least eighteen (18) years of age and mentally competent to consent to contract.

- 691 4. Neither individual is related by blood to a degree of closeness that would prohibit  
692 legal marriage in the state in which the individuals reside.  
693  
694 5. The individuals co-habit and reside together in the same residence and intend to  
695 do so indefinitely. The individuals have resided in the same household for at least  
696 six (6) months.  
697  
698 6. The individuals are not in the relationship solely for the purpose of obtaining  
699 benefits coverage.  
700  
701 7. The individuals have engaged in a committed relationship of mutual caring and  
702 support and are jointly responsible for each other's common welfare and living  
703 expenses. The individuals interdependence is demonstrated by at least two (2) of  
704 the following:  
705 • Proof of domestic partnership from the California Secretary of  
706 State (required for domestic partnership medical coverage under  
707 the Public Employees' Retirement System).  
708 • Common ownership of real property (joint deed or mortgage  
709 agreement) or a common leasehold interest in property.  
710 • Common ownership of a motor vehicle.  
711 • Driver's license listing a common address.  
712 • Proof of joint bank accounts or credit accounts.  
713 • Proof of designation as the primary beneficiary for life  
714 insurance or retirement, benefits, or primary beneficiary  
715 designation under a partner's will.  
716 • Assignment of a durable property power of attorney or  
717 health care power of attorney.  
718

719 9.10.3 Dependent children of domestic partners are eligible for coverage if they have been legally  
720 adopted by the District employee and are unmarried, primarily dependent on the  
721 employee for support, and meet the age, school, and all eligibility requirements of the  
722 various medical, dental and visions plans.  
723

724 **9.11 SURVIVOR BENEFITS:** If a member of the unit meets the eligibility requirement for retiree  
725 medical benefits specified in Section 10.1 and dies before retirement, medical and dental benefits  
726 will be provided by the District for the unmarried surviving spouse/domestic partner as provided  
727 for the unmarried surviving spouse/domestic partner of an eligible retiree in Section 10.1.  
728

729 **9.12 MEDICAL BENEFITS FOR PART-TIME FACULTY:**

730  
731 [See Attached Part-Time Health Care MOU.](#)  
732

733 *Part-time faculty shall be eligible for the same District-paid contribution as full time faculty*  
734 *receive toward health premiums as defined in Sections 9.2, 9.4 and 9.7 if they serve an*  
735 *average equal to forty percent (40%) of a full-time assignment. Coverage continues as long*  
736 *as qualifying hours are served. For purposes of determining qualifications, summer recess*  
737 *shall not represent an interruption.*  
738

739 *Part-time Faculty who have previously qualified for benefits, and who subsequently fall*  
740 *below a forty percent (40%) assignment for a semester may remain in the benefits program.*  
741

742 Part-time faculty who work at least 40% between the SMCCD and other community college  
743 districts qualify for this benefit.

744  
745 The benefit periods are July through December and January through June.

746  
747 [The District is currently unable to offer the 100% plan due to CalPERS restrictions,  
748 which include:

- 749 • Excluding part-time faculty employed more than 50% because they do not meet  
750 CalPERS eligibility requirements of being “permanent for more than six months”  
751 (Govt. Code § 22807; Educ. Code § 87482.5.)
- 752 • The requirement that the District offer fully-paid benefits to all part-time employees  
753 below 50% FTE (i.e., 0%-50%), even though the State will only reimburse the District  
754 for employees greater than 40% (i.e., between 40%-50%).]

755  
756 As of Fall Semester 2015, the District will provide up to \$1000.00 per period and  
757 increased subsequently, if State funding fully covers the increased cost of providing this  
758 stipend for reimbursement of employee incurred health benefit costs to all part-time  
759 employees who are employed in the District at 40% or more of a full-time load (6/15 FLC)  
760 and complete a 40% load. The reimbursement will be paid for the periods July through  
761 December and January through June.

762  
763 9.12.1 The stipend shall be used to reimburse part-time faculty who qualify for  
764 reimbursement under these provisions for premium costs only from enrollment in  
765 any HMO, PPO, or indemnity health plan licensed and registered by either the  
766 California Department of Insurance or the California Department of Corporations.

767  
768 9.12.2 Employees wishing to be reimbursed for medical expenses under this article must  
769 initiate the request on a District form. The employee must furnish documentation  
770 (cancelled check, paid statement) showing that the employee had been purchasing  
771 health insurance during the instructional period for which the employee was  
772 otherwise not eligible for reimbursement from any other source. This request is to  
773 be submitted only to the division dean at the College where the employee receives  
774 his/her paycheck. The division dean will forward the request to the Vice Chancellor  
775 of Human Resources for approval and processing of the reimbursement.

776  
777 9.12.2.1 The reimbursement request must be submitted as follows:

778 a) the 15<sup>th</sup> of November for the period covering July 1<sup>st</sup> through December  
779 31<sup>st</sup>;

780 b) the 15<sup>th</sup> of May for the period covering January 1<sup>st</sup> through June 30<sup>th</sup>;

781  
782 **9.13 IRC 125 PLAN:** The District will maintain a program that implements the Internal Revenue Code  
783 Section 125 and provides for before tax employee contributions to non-District covered health  
784 and dependent care costs.

785  
786 9.13.1 Part-time employees who are assigned at least one semester length course may  
787 participate in this plan during that semester. The limit for earnings to be set aside for an eligible  
788 part-time employee’s medical benefits is \$400 per semester, \$1,200 per year. The limit for  
789 earnings to be set aside for an eligible part-time employee’s dependent care benefits is \$1,666  
790 per semester, \$5,000 per year. Part-time employees will enroll separately for each semester of  
791 participation.

792

793 9.14 Affordable Care Act Requirements and the District's Right to Modify Benefits: Both the AFT and  
794 the District have the right to reopen negotiations on the health insurance provisions of this  
795 Agreement in the event the District is subject to a penalty, tax, fine or increased costs  
796 as a result of requirements of the Affordable Care Act.

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798 San Mateo County Community San Mateo Federation of Teachers, Local 1493,  
799 College District AFT, AFL-CIO

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