DATE: February 14, 2003  S1

TO: Board of Trustees

FROM: Dr. Philip R. Day, Jr. Chancellor

SUBJECT: SPECIAL
Recommend Adopting an Amendment to the Collective Bargaining Agreement between the American Federation of Teachers Local 2121 and the San Francisco Community College District
(Resolution No: 030214-S1)

BACKGROUND INFORMATION:

The Collective Bargaining Agreement (CBA) between the San Francisco Community College District (District) and the American Federation of Teachers Local 2121 (AFT) effective July 1, 2000, through June 30, 2003, provides for reopener negotiations. On January 13, 2003, representatives of the District and of the AFT reached a tentative agreement regarding an amendment (Amendment) to the CBA. On February 11, 12, and 13, 2003, the AFT membership ratified the Amendment to the CBA. The Board of Trustees pursuant to Government Code Section 3547.5 has disclosed at a public meeting the major provisions of the Amendment to the CBA, including costs to be incurred under the CBA for the time period covered by the CBA.

SHARED GOVERNANCE REVIEW:

Yes:_____; No: x ____; if yes, which committee:__________________
Date of Review: ________________________

RECOMMENDATION:

RESOLVED: That the Board of Trustees approves, ratifies and adopts the Amendment to the CBA (Attachment A) to be effective on the dates specified therein;

FURTHER BE IT RESOLVED: That the Chancellor and the Vice Chancellor of Finance and Administration, and/or their designee(s) are hereby authorized and directed to implement this Resolution and to submit any necessary finance resolutions to fund implementation of this Resolution.

Originator: Peter Goldstein
with Steve Hale

BOARD OF TRUSTEES
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JOHNNIE L. CARTER, JR , MILTON MARKS III , JULIO J. RAMOS , RODEL E. RODIS , RICHARD CANTORA, STUDENT TRUSTEE
DR. PHILIP R. DAY, JR., CHANCELLOR
Pursuant to Article 1.D (Reopeners) and Article 20 (Compensation/Salaries), the parties have reached agreement with respect to amendments to the 2000-2003 Collective Bargaining Agreement (CBA). This Agreement sets forth the terms of the amendments to the CBA. Relevant provisions of the 2000-2003 CBA and any Side Letters are incorporated by reference and made a part of this Agreement as though fully set forth herein. This Agreement is subject to ratification by AFT and the Board of Trustees.

1. The Collective Bargaining Agreement in effect July 1, 2000 through June 30, 2003 shall be extended, effective July 1, 2003 through the first day of Spring semester 2005. All provisions of the 2000-2003 CBA and any Side Letters not modified herein shall continue unchanged (Article 1). In addition to the reopener provision contained in the 2000-2003 CBA (Article 1.D), the parties shall reopen on the following items contained in the “Initial Proposal for a Successor Collective Bargaining” sunshine December 19, 2002:

   Items Identified by AFT
   • No. 13
   • No. 16
   • No. 17
   • No. 20, b, d, and f
   • No. 25

   Items Identified by District
   • No. 4
   • No. 6
   • No. 9
   • No. 10

2. All across-the-board wage increases and salary step increments scheduled to be implemented during the 18 month period between January 1, 2003, and June 30, 2004, shall be deferred until August 1, 2004 (Article 20, and June 10, 2002, Side Letter).

3. All faculty shall receive a non-retroactive two percent (2%) across-the-board wage increase effective August 1, 2004 (Article 20).

4. Salary step increments resume effective August 1, 2004 (non-retroactive) (Article 20).

5. All faculty shall receive a non-retroactive two percent (2%) across-the-board wage increase effective the first day of the Spring semester 2005 (Article 20).

6. All faculty whose salary step increments were deferred pursuant to paragraph No. 2 above shall receive a non-retroactive "catch up" salary step increment effective the first day of the Spring semester 2005 (Article 20).

7. A new salary step increment (Step 15.5), calculated at half the value of a full step increment, shall be added to the Full-time Salary Schedule effective the first day of the Spring semester 2005 (Article 20, Exhibit B).
8. Bargaining unit members who retire from District service with an effective date on or between August 1, 2002, and June 30, 2003, shall receive a retroactive increase in wage rates equivalent to two percent (2%); this retroactive increase in wage rates shall cover the period from August 1, 2002, through June 30, 2003, as appropriate. The applicability of this provision to faculty who retire between July 1, 2003 and June 30, 2004 shall be subject to reopener negotiations by either party once the State Budget for 2003-2004 has been adopted (Article 20, June 10, 2002 Side Letter).

9. The parties shall meet to discuss the District’s fiscal condition at certain agreed upon check points during the term of the CBA, tentatively scheduled once every three months. The parties shall examine all available data, including: (1) analysis of changes to the State budget for FY 02-03 and (2) the proposed and actual State budget for FY 03-04, and (3) the District’s financial projections. The parties agree that the principal goal is to assure that the District’s budget is balanced for the fiscal years covered by this agreement. A balanced budget for FY 03-04 is defined as a replication of the current year’s budget minus reductions affecting the areas listed below:

- Summer Classes
- Fall and Spring 03-04 Classes
- Backfill for Retirees and Sabbaticals
- Extra Pay (overtime and reassigned time)
- Payments to SFPD and SFFD
- Funding for Workers Compensation
- Non-Personnel Spending, including consultants
- Hours at the Learning Resources Center
- Administrative Positions

To the extent the goal of a balanced budget is realized: (1) AFT shall be entitled to its proportionate share of any revenues in excess of the amount required to achieve a balanced budget (for purposes of this provision, the District shall not deduct twenty percent from these revenues) and (2) the parties shall negotiate how these funds shall be spent.

10. The parties agree that they are committed to increasing the percentage of the pro-rata pay scales for temporary, part-time faculty and full-time faculty with overload assignments to 100% contingent on (1) the District’s receipt of State Part-time Faculty Compensation Funding and/or (2) other mutually agreeable sources of funding (Article 20, Exhibit C).

11. The parties affirm their commitment to continue negotiations to achieve the following goals taking into account fairness and affordability:

- Modification of Step 15.5 referenced above to a full Step 16 (Article 20 and Exhibit B).
- Modification of initial placement, column movement and professional growth criteria for faculty employed in disciplines where a Masters degree is not expected or is not available under State and/or locally determined minimum qualifications. Factors to be examined by the parties include the salary column structure of other Bay Ten community colleges and the number of steps for vocational faculty relative to faculty employed in disciplines requiring a Masters degree (Article 1.D and Article 20).
- Modification of science lab (Biology, Chemistry, Earth Sciences, and Physics) load factors to address the unequal workload between lecture-lab and lecture class (Article 18).
- Find an alternative to the Health Service System (Article 1.D and Article 21).
- Modification of the current hourly pay system to a system based on percent of a full-time load (Article 18 and Article 20).
12. As part of reaching an agreement on a new Article addressing Intellectual Property Rights, the parties agree to incorporate: (1) a “scholarly/aesthetic works” provision, assuring faculty ownership of their own scholarly/aesthetic works, and (2) provisions regarding ownership and use of distance education courses and related works (New Article).

13. Effective Academic Year 2003-2004, two of the four Flex Days will be devoted to independent study; therefore, no District scheduled Flex activities will be held on these two days (Article 19; CCSF Professional Development Requirements).

14. The parties shall examine the existing qualification criteria relative to credit instruction in the Part-time Re-employment Preference provision of the CBA with a view toward modifying that criteria, as appropriate, effective Fall semester 2003 (Article 13-1).

Executed By: /s/Chris Hanzo  
AFT 2121  
Dated: 01/28/03

Executed By: /s/Steve Hale  
District  
Dated: 01/28/03