Honorable Board of Trustees of the  
San Francisco Community College District

Subject: Resolution No. 961219-S1 
Presenting the Initial Proposals of the American Federation of Teachers, Local 2121, and of the San Francisco Community College District for a Successor Collective Bargaining Agreement, and Placing a Special Order of Business on the Agenda for a Public Board of Trustees Meeting in January 1997 for Public Response to the Initial Proposals

President and Members:

WHEREAS: Government Code Section 3547 reads in relevant part as follows:

(a) All initial proposals of exclusive representatives and of public school employers, which relate to matters within the scope of representation, shall be presented at a public meeting of the public school employer and thereafter shall be public records.

(b) Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and the public has the opportunity to express itself regarding the proposal at a meeting of the public school employer.

(c) After the public has had the opportunity to express itself, the public school employer shall, at a meeting which is open to the public, adopt its initial proposal.

WHEREAS: The present Collective Bargaining Agreement between the San Francisco Community College District (District) and the American Federation of Teachers, Local 2121 (AFT) will expire under its own terms on June 30, 1997;

WHEREAS: The District and AFT have agreed to submit a Joint Proposal which comprises the Initial Proposal of each party for a Successor Collective Bargaining Agreement (ATTACHMENT A);

THEREFORE, BE IT RESOLVED THAT: The Board of Trustees hereby publicly presents the Initial Proposals of the AFT and of the District for a Successor Collective Bargaining Agreement (ATTACHMENT A);
FURTHER BE IT RESOLVED THAT: A Special Order of Business be placed on the Agenda for a public Board of Trustees meeting in January 1997 to enable members of the public to express themselves regarding the Initial Proposals.

Recommended for adoption:

Del M. Anderson
Chancellor

Originator: Lawrence C. Klein

Resolution 961219-S1: ATTACHMENT A
INITIAL PROPOSAL
FOR
A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT
SUBMITTED JOINTLY BY
THE AMERICAN FEDERATION OF TEACHERS LOCAL 2121
AND
THE SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

December 19, 1996

AFT Local 2121 and the San Francisco Community College District have a long history of negotiations, dating back to 1978. All negotiations prior to 1991 between AFT Local 2121 and the Community College District were conducted in accordance with "traditional" negotiations rules and procedures. These rules and procedures included the submission by each party of a specific "position" on each issue in dispute and lengthy discussion at the negotiations table of each party's justification for its position.

AFT Local 2121 and District representatives decided in late 1989 to search for a more effective system of negotiations. AFT and District representatives participated in comprehensive training in a system of "interest-based" negotiations offered by the State Public Employment Relations Board (PERB) in Spring of 1990. This decision was motivated by dissatisfaction with the old manner of doing business, as well as a recognition that the parties' approach to negotiations needed to be significantly modified in light of the principle of shared governance.

The parties now have over six years of experience with the "interest-based" approach to negotiations, and it is telling that they have resolved once again to conduct their negotiations for a Successor Collective Bargaining Agreement pursuant to this approach. Accordingly, rather than coming to the table with discrete proposals that are in opposition, the parties instead present this jointly drafted document.

JOINT PROPOSAL
SUBMITTED FOR PURPOSES OF PUBLIC NOTICE

ISSUES

The parties propose to negotiate over the following Issues:

- Bargaining Unit (Article 1)
- Effect of Agreement (Article 2)
- Past Practices (Article 3)
- Separability and Savings (Article 4)
- Non-Discrimination (Article 5)
- Management Rights (Article 6)
• Union Rights (Article 7)
• Academic Freedom (Article 8)
• Evaluation (Article 9)
• Disciplinary Action (Article 10)
• Personnel Files (Article 11)
• Upgrading (Article 12)
• Assignment and Scheduling (Article 13)
• Part-time Reemployment Preference (Article 13-1)
• Transfer (Article 14)
• Resignation (Article 15)
• Work Environment (Article 16)
• Leaves (Article 17)
• Load and Class Size (Article 18)
• Calendar (Article 19)
• Compensation/Salaries (Article 20)
• Fringe Benefits (Article 21)
• Grievance Procedure (Article 22)
• Part-time Faculty Employment Contracts (Article 23)
• No Strike (Article 24)
• Categorical Employees (Article 25)
• Full-time Temporary Employees/Long-term Substitutes (LTS)--District Funded (Article 26)
• Summer Session (Article 27)
• Day-to-Day Substitutes (Applicable Provisions) (Article 28)
• Retired Faculty Re-employed as Faculty (Applicable Provisions) (Article 29)

INTERESTS

The parties have preliminarily identified their respective Interests underlying the Issues under negotiation. These Interests are, of course, subject to modification as negotiations proceed. Not in priority order, the Interests we have preliminarily identified are as follows:

INTERESTS IDENTIFIED BY AFT LOCAL 2121

1. Determine appropriate time periods for the duration of the new contract and for reopeners while balancing the need for stability with the need to address changing conditions. (Article 1) Update terminology in contract of position titles, office and work site locations, etc. to conform to organizational changes. (All articles)

2. Analyze the District budget and its priorities in order to identify monies available for faculty contract needs.
3. Assess and recommend changes in shared governance structures where appropriate to allow for union participation in budget and planning, facilities review, and other governance processes that directly affect faculty working conditions.

4. Secure the procedural and substantive rights of faculty members to a work environment free of discrimination. (Article 5)

5. Maintain and continue to promote non-discrimination and affirmative action consistent with federal and State law in hiring, recall, and upgrading so that the faculty at CCSF reflects the diversity of the students and communities it serves, and to provide a high quality, diversified curriculum. (Articles 5, 12)

6. Maximize College resources and improve communication through the efficient distribution of materials to faculty mailboxes. Provide sufficient release time to the Union for the administration, negotiation, and enforcement of the contract with the District. Provide AFT with information and representation on CCSF committees where appropriate to facilitate its role as the faculty's exclusive representative in collective bargaining. (Article 7)

7. Promote and protect faculty's academic freedom in harmony with a non-discriminatory workplace. (Article 8)

8. Protect the procedural and substantive rights of faculty members in the evaluation and tenure review process. Review and modify the tenure review procedures where appropriate, including the criteria for awarding tenure before or at the conclusion of the four year tenure process. Review and revise where appropriate the grievance procedure for tenure review grievances. Incorporate arbitration procedures specific to tenure review consistent with Education Code provisions. (Article 9)

9. Protect the procedural and substantive rights of faculty in all disciplinary procedures. (Article 10)

10. Review, assess, and clarify Personnel File and student complaint procedures. (Article 11)

11. Improve and strengthen preference rights of part-time faculty in the assignment of additional hours and for full-time positions. Review the upgrading process and handbook, the District Affirmative Action Plan, and Faculty Hiring Procedures to insure consistency where appropriate. Review District policies affecting the full-time/part-time faculty ratio with a view to increasing the proportion of full-time jobs in the District. (Article 12)

12. Review and assess assignments, scheduling, and transfer provisions to conform with organizational changes in the District while insuring faculty rights. (Articles 13, 14)
13. Allow for more flexible scheduling of faculty work hours to improve the health, productivity, and professionalism of faculty and to conserve resources of the College and the environment. (Article 13)

14. Review the implementation of Article 13-1, Part-time Reemployment Preference, including its effect on affirmative action and faculty diversity and revise where appropriate. (Article 13-1)

15. Improve the work environment to provide adequate supplies and services to insure quality instruction, professional standards, and health and safety. (Article 16)

16. Review leave provisions and procedures and revise where appropriate. Review and revise sick leave rights and procedures, including accrual and use of sick leave in credit and non-credit modes. Assess the voluntary sick leave bank program and provisions and revise where appropriate. Support professional development of faculty during sabbatical leaves without loss of pay. (Article 17)

17. Assess and adjust faculty load, class size, and large class multipliers as appropriate. In particular, assess the impact of the changes made during the fiscal crisis of 1993 in minimum class size and large class multiplier load credit. Assess and revise where appropriate the .75 load factor for laboratory courses in today's science programs. Analyze and correct as load factors where appropriate to achieve parity in load between credit and non-credit as well as other modes of faculty work. (Article 18)

18. Negotiate faculty work calendars for the academic year and intersessions as needed. (Article 19)

19. AFT seeks to sustain through a long-term, multi-year agreement, compensation levels for City College faculty that are among the top of Bay Ten faculties so that we can attract, develop, and retain a professional teaching, student service, librarian, and research faculty that is among the best and most diverse in the California Community Colleges. We need to identify an objective basis for determining parity in compensation for CCSF faculty compared with those of the Bay Ten community colleges. (Article 20)

   a. Establish a program that would reward professional activities of faculty. Enhance salaries and increase contributions by faculty to the College by encouraging them to strive for greater professional participation and achievement.

   b. We seek equal pay for equal work for part-time faculty by steadily increasing part-time salaries relative to full-time salaries towards 100%.

   c. We seek to improve compensation of all hourly work including overload, summer, substitute, and non-instructional towards full pro-rata pay.
d. Explore ways to alleviate the financial burden placed on health care faculty who must pay for their own immunizations and insurance premiums connected to their CCSF positions.

e. Review and revise where needed criteria for salary placement and movement on salary schedules to properly reward and encourage professional experience and achievement.

20. Explore benefits options that are suitable to the needs of the faculty, comparable to above the Bay Area community colleges median, and adaptable to changes in federal law (subject to reopeners if required by changes in federal law). Explore District-paid medical coverage during the summer for continuing part-time faculty. We seek year-round employer-paid medical coverage for continuing part-time faculty and employer-paid dependent health coverage for eligible faculty. (Article 21)

21. Review and revise grievance procedure especially with a view to enhancing ability of the parties to handle and settle grievances at the informal level. Clarify the arbitrator's role and power to rule on faculty evaluation, tenure review, and employment issues. (Article 22)

22. Review the viability of Part-time Faculty Employment Contracts and make appropriate modifications. (Article 23)

23. Maintain alternative means for resolving disputes during contract negotiations including reopener negotiations while protecting faculty and union rights. (Article 24)

24. Review contractual exclusions and limitations on rights of categorical, full-time temporary, summer session, day-to-day substitute, and retired faculty who are re-employed as faculty and revise where appropriate. (Articles 25, 26, 27, 28, and 29)
INTERESTS IDENTIFIED BY THE DISTRICT

1. Update terminology in the Agreement (position titles, office locations, etc.) when necessitated by changes in the District's organizational structure and staffing patterns. (All Articles)

2. Determine an appropriate period of time for the duration of the Successor Agreement to promote stability in employer-employee relations, with appropriate reopener provisions. (Article 1)

3. Refine the parties' bargaining obligation in respect to changes in past practice, to promote efficiency and certainty. Clarify the relationship between the Past Practices provision and the Management Rights provision. (Articles 3, 6)

4. Review the Non-discrimination provision to insure that it continues to comply with State and federal law. Explore the possibility of stating faculty obligations to preserve students' rights to a non-discriminatory environment. Evaluate whether and how District policies governing the instructor/student relationship should be refined or modified to help ensure a discrimination-free environment. (Article 5)

5. Define frequency and circumstances for administrator teaching assignments. (Article 6)

6. Clarify the differences between routine and non-routine, extraordinary evaluations. Review all forms for adequacy and appropriateness. Clarify the criteria for tenure review committee membership and provisions for continuity of committee membership. Review appropriateness of compensation for committee members and mentors. (Article 9, applicable exhibits)

7. Revise tenure review grievance processes to ensure completeness, efficiency and economy. Clarify the arbitrator's role. Address potential overlap between tenure review due process and the general grievance procedure. (Articles 9, 22, and applicable exhibits)

8. Refine language in the Disciplinary Action provision to provide that an arbitration of disciplinary action under Education Code Section 87674 will be based on an "agreement to arbitrate" that includes provisions for expedited arbitration, language reasonably regulating the length of hearing, definition of "costs" to be allocated between the parties, and a pre-established panel of arbitrators. (Article 10)

9. Assess the effectiveness and appropriateness of the Student Complaint Procedure. (Side Letter to Article 11)

10. Review the Upgrading provision, the Handbook for Faculty Screening/Interviewing Committees, the Faculty Hiring Procedures and all other related
and appropriate District documents to assure uniformity and consistency with District policy. (Article 12)

11. Assess the feasibility of incorporating the Part-time Reemployment Preference provision with the Assignment and Scheduling provision with due regard for the need to eliminate any conflicts between the provisions. (Articles 13, 13-1)

12. Consider the feasibility of consolidating the Transfer provision into the Assignment and Scheduling provision. (Articles 13, 14)

13. Consider enabling language for future discussion of parking fees and incentives for use of public transportation and other measures to help the District to comply with State or federal Clean Air Act requirements. (Article 16)

14. Explore appropriate limitations on use/abuse of leave provisions. Reconsider definition of "immediate family" for possible inclusion of domestic partners as spousal equivalents and for consideration of step-families. Adjust age limits to reflect the elimination of mandatory retirement laws. Explore the possibility of a joint District/Union committee to evaluate appropriateness of sabbatical proposals and adequacy of sabbatical reports. Reconsider definitions of Approved Activities for Sabbatical Leaves. Insure that all leave provisions comply with applicable State and federal law. (Article 17)

15. Assess and adjust faculty load, class size, and large class multipliers, as appropriate, in accord with attaining the goal of being above the median of the ten Bay Area community colleges. (Article 18)

16. Provide for appropriate levels of faculty participation in graduation ceremonies. (Article 19)

17. Continue efforts toward attaining the goal of increasing faculty salaries to above the Bay Area community college median while

a. retaining the financial ability to maintain appropriate levels of programs and services consistent with the Mission of the District,

b. maintaining the District's fiscal integrity,

c. operating within prudent guidelines regarding revenues, expenditures and reserves,

d. appropriately balancing the District's commitments and obligations to its constituent segments,

e. linking compensation levels/criteria to the efficiency and productivity levels necessary to fund compensation, and
f. developing an incentive system for compensating academic achievement and professional growth, including but not limited to graduate study and other appropriate activities. (Article 20)

18. Explore benefits options that are suitable to the needs of faculty, comparable to above the Bay Area community colleges median, and adaptable to changes in State and/or federal law. (Article 21)

19. Assess the efficiency, appropriateness and currency of the Arbitration section of the Grievance Procedure. Clarify the arbitrator’s role. (Article 22)

20. Review the trial program of Part-time Faculty Employment Contracts to continue, modify, or discontinue. (Article 23)

21. Determine whether other existing provisions of the Agreement should be applicable to full- or part-time faculty who are retired, and subsequently re-employed as part-time faculty. (Article 29)

22. Identify with specificity instructors' duties and responsibilities, incorporate a statement of such duties and responsibilities in the Collective Bargaining Agreement, and adjust, as needed, language in the District's Policy Manual, Faculty Handbook, Administrative Regulations and faculty job description(s).

**PROCESS**

The parties will be discussing the above Issues in light of their respective Interests. They will jointly develop and share information, and will take part in an open, good faith dialogue geared toward identifying options and mutually acceptable solutions.

This joint proposal is symbolic of the manner in which the parties intend to pursue and resolve the Issues which confront them. While the parties do not expect that the process will be brief or easy, they do expect that it will make negotiations as efficient, substantive and non-combative as possible, and that it will complement the character of shared governance upon which District operations are based.