

Tentative Agreement Between
The Southwestern Community College District and the
Southwestern College Education Association
January 10, 2019

Article VII salaries

The parties conclude negotiations for 2017–18 year resulting in a three-year (2017 to 2020) contract. The parties agree that for the 2019–20 negotiations, salary, Health & Welfare, and one additional item per party are re-openers.

2017-18 compensation

- The Parties agree to the following:
 - An increase of 1.56% to all salary schedules, stipends, and extra pay assignments retroactive to July 1st, 2017.
 - An increase in the SCEA President's reassigned time from 60% to 80% annually starting January 1, 2019.
 - If the Association President is a 10-month employee, he/she will also receive a stipend equal to the amount of 40% of their contract load for the 11th month of the academic year. For Summer 2018, said 40% stipend will be reduced by the amount of stipends already paid by the District to the Association President for that time period.
 - If the Association Grievance Chair is a 10-month employee, he/she shall receive a stipend equivalent to 20% of their contract load for the 11th month of the academic year. For Summer 2018, said 20% stipend will be reduced by the amount of stipend already paid by the District to the Grievance Chair for that time period.
 - If any other Southwestern College Bargaining Unit receives a greater percentage compensation increase or greater dollar Health and Welfare benefit increase, the S.C.E.A. Bargaining Unit will receive the same increase. This clause applies only to negotiations for the 2017-2018 and 2018-2019 years unless otherwise extended by mutual agreement between the District and the SCEA.

2018-19 compensation

- The Parties agree to the Following:
 - An increase of 2.71% to all Full-Time Academic Contract 10-month and 11-month salary schedules and Academic Part time – Non-instructional and overload salary schedules, stipends, and extra pay assignments retroactive to July 1st, 2018. The Part Time Academic Equity salary scheduled is excluded from this increase and will be adjusted as shown in the next bullet.
 - An increase of 2.91% to the Part Time Academic Equity salary schedules, retroactive to July 1st, 2018.
 - Retroactive to July 1st, 2018, Collapsing of the Part Time Academic Equity class structure as follows:
 - CLASS A Academic Staff in their first four (4) semesters of employment.
 - CLASS B Academic Staff in their fifth (5) through eighth (8) semesters.
 - CLASS C Academic Staff in their ninth (9) through twelfth (12) semesters.
 - CLASS D Academic Staff with thirteen (13) or more semesters of service
 - Effective Spring 2019, Part-time office hours will be paid at the members' part-time/overload lab rate.

 01/10/19
Pue 4/15/19

53 Over-Payment of Adjunct Reps and Related Positions

- 54
- 55 ○ The District agrees to resolve the pending dispute and grievance regarding over-payment of
- 56 adjunct reps by holding harmless all adjuncts affected. Additionally, the adjunct reps will receive
- 57 pay for Fall 2018 at the pay rate and formula as used in Spring 2018, minus salary already paid for
- 58 the Fall of 2018. The SCEA agrees with the District's interpretation of future payments for
- 59 adjunct reps starting in Spring 2019.
- 60

61

62 Compressed Calendar MOU

63

64 The SCEA agrees to the Compressed Calendar MOU, dated September 11, 2014 and presented on September 14th,

65 2018, subject to agreement on salary compensation.

66 (See attached).


67

68 Retirement Incentives

- 69
- 70 ○ SCEA agrees to the implementation of the 2018-19 Early Retirement Incentive proposed by the
- 71 District. The parties agree that future compensation negotiations will include the funds that
- 72 were saved by the District due to SCEA unit members acceptance of the 2018-19 Early
- 73 Retirement Incentive.
- 74
- 75
- 76
- 77

78 For SCEA:

79

80  01/10/19


81

82 Eric Maag, Bargaining Chair

83

84

85 For the College District:

86  01/10/19

87

88

89 Robert A. Unger, Esq.

90 Acting Vice President for Human Resources

Counter-Proposal From SCEA to SWCCD

May 13th, 2018

District Initial Proposal 04/20/18

SCEA Counter Proposal 08/24/18

District Counter Proposal 09/14/18

Appendix G

MEMORANDUM OF UNDERSTANDING Between the SOUTHWESTERN COMMUNITY COLLEGE DISTRICT and SOUTHWESTERN COLLEGE EDUCATION ASSOCIATION

September 11, 2014

By this Memorandum of Understanding ("MOU"), the Southwestern College Education Association ("SCEA") and the Southwestern Community College District ("District") agree to the following with respect to the District's implementation of a "compressed calendar," starting in and/or after the 2015-16 academic year.


1. The compressed calendar will not be applied to Unit Members performing non-instructional assignments. For non-instructional Unit Members, who teach course(s) as part of their workload, their non-instructional duties will be reduced in proportion to their LHE assignment in accordance with current practices.

2. The general work year for instructional Unit Members is based on the compressed calendar consisting of 16 weeks of instruction for each Fall and Spring semester.

3. Instructional Unit Members' workload elements are built upon an assumed 35-hour workweek in a 17.5 week semester. Instructional Unit Member's LHE shall continue to be scheduled in accordance with current practice (e.g., 16-18 lecture hours per LHE) and will be consistent with state and federal laws.

4. In addition to paragraph 3 above, full-time instructional Unit Members will provide five (5) hours of office hours per week during each Fall and Spring semester. Specific to a 16-week compressed calendar, an office hour is defined as a fifty-five (55) minute period when a Unit Member is available for student consultation and present in his/her assigned office or in a posted instructional area, i.e., classroom or laboratory related to his/her teaching assignment. The District and SCEA affirm the importance of performing scheduled office hours to student success and as an essential part of the job duties for Unit Members. Full-Time Unit Members will list office hours in the published syllabus and it will be filed with the cognizant Dean during the first week of classes. The District and SCEA acknowledge that a complaint regarding the failure to perform scheduled office hours may lead to an inquiry regarding the complaint.

5. In addition to their regular assignments, full-time Unit Members will continue to have the same professional development obligations per year (previously known as "flex"). Full-time instructional Unit Members will be required to complete a total of 28 hours of professional development activities each year: four (4) hours per opening day activities in each semester, plus twenty (20) hours of professional development activities over both semesters. Part-time instructional Unit Members will not have a "flex" obligation under this MOU. It is acknowledged that the State or Federal Government may mandate training. In such cases those


RM 01/10/19
1/10/19

Counter-Proposal From SCEA to SWCCD

May 18th, 2018

District Initial Proposal 04/20/18

SCEA Counter Proposal 08/24/18

District Counter Proposal 09/14/18

46 hours will fall within the existing 28 hours of required FLEX hours. In addition, the College
47 District shall give reasonable notice of such training and will offer mandated trainings at
48 multiple times and in multiple formats designated by the District to allow faculty a the largest number of
49 opportunities to meet greatest possible leeway in meeting
50 these obligations. If a Unit Member accumulates 28 hours of professional development in
51 addition to any mandatory training, unit members will receive payment, using the Part-
52 Time/Overload Part-Time Office-Hour Rate (\$50) salary schedule, up to but not exceeding the number of
53 State and/or Federally
54 mandated training hours. A unit member may appeal to the VPHR in consultation with the
55 relevant supervisor if they believe such training has already been completed.

56 6. The District and the SCEA agree to provide "Flex Days" equally distributed between Fall
57 and Spring semesters, to be recommended by the Calendar Committee, in accordance with the
58 requirements of the "Flexible Calendar Program"
59 in order to complete staff development requirements within unit members existing work hour-day
obligations.

TA

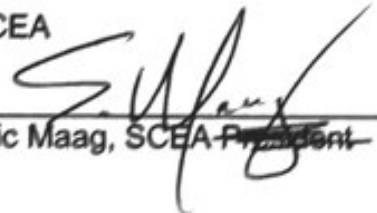
Tentative Agreement
Between The Southwestern Community College District (College District)
And
Southwestern College Education Association (SCEA)

ARTICLE III: ASSOCIATION RIGHTS/Section 3.13.1 – Association Membership

December 8, 2017

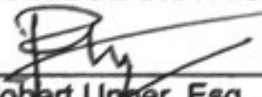
3.13.1 Association Membership will be granted to those Bargaining Unit Members that sign the application form for membership. Association membership will remain in effect for the duration of this Agreement. This provision shall not deprive any member of the right to terminate her or his membership in writing within the 30-day period following expiration of the Agreement until membership is relinquished by submitting a written revocation to the District and the Association or the Association Member terminates employment with the District.

SCEA


Eric Maag, SCEA President

Date: 12/08/17

COLLEGE DISTRICT


Robert Unger, Esq.
Vice for President for Human Resources

Date: 12/8/17

Tentative Agreement Between
The Southwestern Community College District (College District) and
Southwestern College Education Association (SCEA)
February 2, 2018

15.5.2 Office hours ~~provided~~ under this program will be provided at the College's Academic Success Center or any other District tutoring site, classroom (if available), or designated adjunct office space (if available), or another similar location if approved by the cognizant Dean, and/or may be held virtually if approved by the cognizant Dean. If denied, the unit member will be notified in writing of the reason for the denial.

15.5.2.1. Part Time faculty members who teach solely online and who opt for office hours must hold those office hours virtually. The Part time faculty member may conduct virtual office hours while being physically on campus.

This agreement represents a collectively bargained agreement between the representatives from the SCEA and the District, both of whom have the proper authority to enter into a binding agreement subject to ratification by the Unit membership and the Governing Board.

Signed and agreed to by:

SCEA


Eric Maag

Date: 02/02/18

COLLEGE DISTRICT


Robert Unger, Esq.

Vice for President for Human Resources

Date: 2/2/18

Tentative Agreement Between
The Southwestern Community College District (College District) and
Southwestern College Education Association (SCEA)
February 2, 2018

- 15.5.3 During the office hours provided under this program, a part-time Unit Member will equitably receive students from the part-time Unit Member's assigned teaching load for reasonable periods of time. ~~When there are no further current students to receive during an office hour, the part-time Unit Member should receive other District students and provide them with academic assistance in their area(s) of expertise.~~ The office hours are to be scheduled to ensure maximum availability for consultation with students.

This agreement represents a collectively bargained agreement between the representatives from the SCEA and the District, both of whom have the proper authority to enter into a binding agreement subject to ratification by the Unit membership and the Governing Board.

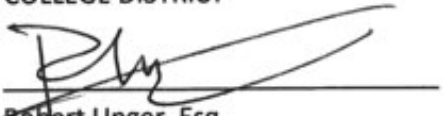
Signed and agreed to by:

SCEA


Eric Maag

Date: 02/02/18

COLLEGE DISTRICT


Robert Unger, Esq.

Vice for President for Human Resources

Date: 2/2/18