



Negotiations Notes

CONTRACT PROGRESS!

It has been a long, hard road. However, because of the combined efforts of the Negotiating Team, the Executive Committee, and many members of the faculty, after three years of contentious negotiations with little real progress toward an equitable new contract, the Faculty Association and the District are on the verge of completing a contract which the Association's Negotiation Team feels that the faculty could support and approve.

However, many of the details and much of the language that articulates this agreement must still be worked out. The Faculty Master Agreement, or contract, is an extremely complex and lengthy legal document which will govern every aspect of the employment of every existing and new faculty member—both full and part-time—for the next three years (actually, the next two and a half years, since it will be retroactive to July 1, 2004). Because it's a legal document, it's important that its language be complete, clear and accurate, with no errors or omissions that would result in misunderstandings, inequities, or injustices later.

With the consciousness of the importance of a well written contract, the Negotiating Team, with the assistance of the Executive Committee, is now spending many hours going over the language of the contract, checking it for problems or gaps, getting it ready to present to the faculty for review and an eventual vote, and then to the Board of Trustees for adoption and implementation.

Tentative Contract Ratification Timeline—

- Make the complete, finished document containing the proposed contract available for review on the web, in school and division offices, and in each library.
- Present the contract to the faculty in two meetings, one on each campus, probably on Friday, February 25th.
- Conduct a vote of the Faculty Association membership to ratify the proposed contract, probably during the week of March 7-11.
- Present the contract to the Board of Trustees for their acceptance, and implementation by the District, perhaps during a special meeting in mid-March.

The Representative Council has voted to use on-line voting, through an independent provider who conducted the last officer and by-laws elections for the IVC Academic Senate.

CONTRACT DETAILS

What follows is a summary of the significant elements of the proposed contract. The articles have been arranged into a more logical arrangement for easier access, with three main categories: Provisions, Working Conditions, and Benefits.

The following articles are essentially the same as the corresponding articles in the previous contract, with some technical or grammatical corrections:

- Article I: Agreement
- Article II: Recognition
- Article III: Association Rights (was V)
- Article IV: Management Rights (from XXIII)
- Article VII: Unit Stability (was XVIII)
- Article VIII: Organizational Security (was XIX)
- Article IX: Reopener Clause (was XXII)
- Article X: Personnel Files (was IX)
- Article XII: Federal and State Statutes (was XXVI)
- Article XIII: Professional Dues or Fees and Payroll Deductions (was VI)
- Article XV: Effect of Agreement (was XXVII)
- Article XX: Transfers (was XI)
- Article XXII: Severability (was XXI)
- Article XXIII: Layoff Procedures (was XXIV)
- Article XXIV: Discipline Procedures (was XXV)

Several sections have either been changed in the proposed contract, or have survived relatively intact, despite sometimes significant proposed changes by the District:

Article I: Agreement

The contract will be retroactive to July 1, 2004 and will expire on June 30, 2007. Pay raises and other new benefits of the contract will be retroactive from the beginning of Summer Session, 2004.

Article IV: Management Rights

This is a new article created from language which appeared in Article XXIII of previous contract. Originally, the District had attempted to claim exclusive authority over curriculum approval; organizational structure; educational policies, goals and objectives; budget development; and staffing patterns and assignments; and had proposed a "no

grievance” clause, preventing faculty from grieving management rights. All of these provisions have been eliminated from the proposed contract.

Article XI: Board Policies

Rather than list specific Board policies, the Faculty Association and the district have agreed to more general language including any Board policy affecting terms and conditions of employment. This avoids the problem in the past when the District created new Board Policies related to the contract, but not included in the list of policies.

Article XIV: Safety

This is a new article ensuring the faculty members’ right to workplace safety by recognizing in the contract the obligation of the District to maintain a safe working environment. This article makes unsafe working conditions a grievable issue.

Article XVI: Assignment, Contract Year, Hours of Service, and Professional Duties

The District had proposed language which would have allowed the Dean to determine office hours and committee assignments. In the proposed contract, the Dean and faculty member mutually agree on office hours and committee assignments.

A previous District proposal would have required classroom faculty to be on campus, or in an assigned work location, for all 178 days of the academic calendar. In the proposed contract, faculty are not required to conduct non-classroom duties on campus.

Rather than being required to attend flex week meetings, college meetings and commencement, as had been proposed, faculty members are now “encouraged to” attend. Attendance of flex week meetings, college meetings, and commencement are voluntary.

Full-time faculty receive first consideration in a timely manner for additional assignments such as overload, summer session and special projects.

Flex hour obligations remain at 4.2 hours per scheduled flex day, rather than the once proposed 7.2 hours per day.

Article XVII: Workload

The General Provisions section specifies that “all academic employees [. . .] are by definition instructional/teaching faculty, and their regular contracted duties and responsibilities are instructional and teaching in nature.” The contract does not seek to impose any division between so-called “instructional” and “non-instructional” faculty.

Extra-duty days have been increased for coaches, music directors and Learning Disability Specialists, so that these faculty members will be compensated for extra duty at LHE rates, not by stipends.

All librarians and counselors receive one-for-one compensation for overload, and will be compensated for overload/OSH with one OSH for each clock hour worked

According to the proposed contract, “Reassigned time may be recommended by the College President and approved by the Chancellor,” so that reassignment is no longer treated as a limited exception.

Article XVIII: Part-time Faculty

Although there was an article about part-time issues in the previous contract, this enlarged article incorporates additional issues relevant to part-time appointments and assignments.

Returning part-time faculty with a rating of “good” or better on their most recent evaluation will be given priority in course assignments.

Part-time librarians and counselors will receive 1 OSH for each clock hour (one-to-one compensation).

Article XIX: Evaluations

The evaluation process incorporates a new “Tenure Review” process, developed by the IVC Academic Senate, for probationary faculty. The tenure review process protects probationary faculty from arbitrary or capricious dismissal, and creates a mentoring process assisting new faculty to develop professionally.

The evaluation process now does include student evaluations, but they will be for the individual instructor’s use only, and not part of the permanent evaluation record or personnel files.

Any tenured faculty member who receives an “unsatisfactory” or “requires improvement” on an evaluation will be evaluated again in twelve months. If the follow-up evaluation does not produce a rating of “good” or better, that faculty member will be ineligible for overload assignments until satisfactory evaluations are achieved. According to the agreement, faculty members are ineligible for overload assignments only after they have received an opportunity to correct noted problems, and have been re-evaluated and received a second successive poor evaluation.

Evaluations will not be based upon vague, extra-instructional criteria or inherently subjective measurements.

Article XXV: Grievance Procedures

Instead of the thirty-day grievance limitation originally proposed by the District, the Association has agreed to a much more reasonable one-year limitation on when grievances can be filed. The one-year limitation avoids the arbitrary judgment

about when an employee “should have known” about a grievable infraction to start the thirty-day limitation clock.

Article XXVI: Bonded Sabbatical and Professional Development

The article provides for review by the college president of all sabbatical proposals. The president may elect to support the proposal, or return the proposal to the applicant with suggested revisions. If the president does not support the proposal, the applicant may revise and resubmit the proposal to the president, rescind the proposal or forward the proposal to the Sabbatical Committee without presidential approval. The Sabbatical Committee still makes the final recommendation to the Board about faculty sabbaticals, and the college president cannot unilaterally deny a sabbatical application, as the District originally proposed.

Upon completion of the project, the faculty member will submit a report, and must schedule a presentation at a venue such as Flex week, a division/school meeting, a college sabbatical forum, and/or a professional organization meeting.

The district will pay for the bond, required by the previous contract also, which covers faculty pay and benefits for the sabbatical period.

Article XXVII: Employee Benefits

“The District shall pay 100 percent of the premium for health insurance for employees (and their eligible dependents) who work 75 percent or more of a full-time contract.” The 10% cap on the District’s contribution to faculty health premiums has been withdrawn.

Qualified part-time faculty members now also receive a District contribution toward health benefits: “The District shall provide a maximum of

\$150 per month, to a maximum of \$1,500 per year toward a voluntary health insurance program” for qualified part-time faculty.

Article XXVIII: Banked OSH

Though the final language is being worked out, the banking of OSH will be preserved. It is likely that some sort of professional development report at the conclusion of an OSH banked leave will be required.

Article XXX: Wages

A 5% salary raise will be applied to the salary schedule for each of the next three years.

The first five steps of each column on the existing salary schedule will be blocked out, moving all faculty in the eliminated steps to the step six, retroactive to July 1, 2004. Existing step numbering will be preserved.

Steps 26-30 of the fifth column will be opened for the first time to non-doctorate faculty. Those affected will advance to step 26, retroactive to July 1, 2004.

All other faculty members will advance normally on the salary schedule.

The doctoral stipend will remain.

The proposed contract will allow faculty hired after July 1, 1998 to request a reevaluation of their salary schedule placement based upon new provisions, which allow enhanced credit for previous experience, including part-time and non-instructional occupational credit.

There will be no “leapfrogging” of existing faculty by less experienced newly hired faculty on the salary schedule. Newly hired faculty will be placed on the salary schedule according to the same rules used for existing faculty: those with zero to five

years experience will be placed at step six; those with six to ten years will be placed on the step which corresponds to their credited experience, up to step 10. New hires (and existing faculty hired after July 1, 1998) can receive up to ten years of credit for previous full or pro-rated part-time experience, including one year of credit for each two years of non-teaching occupational experience—up to ten years total credit—related to the District assignment.

Reopeners

Four areas still remain to be negotiated after the completion of the proposed contract: part-time office hours, distance education, intellectual property rights, and faculty stipends/reassigned time. The Association and the District agreed that it would be better to finish the rest of the contract, and then begin negotiating immediately on these remaining issues.

SOCCCD Faculty Association

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