



### Negotiators Resolve Four More Articles

The Faculty Association and the SOCCCD negotiators have reached agreement on four more articles, Association representatives have reported.

The Faculty Association has been negotiating with the District since June of 2007 to establish a new faculty contract, known as the *Academic Employees Master Agreement*. The previous contract expired at the end of June.

According to Chief Negotiator Lewis Long, on October 13<sup>th</sup>, the Association and the District reached tentative agreement (also known as a "TA") on four more articles: Assignment, Grievance Procedures, Faculty Evaluations, and Leaves. The agreement on these articles leaves only six articles left to resolve.

In addition to the four articles, the two sides also reached tentative agreement on intellectual property rights, which will ultimately appear in the "Workload" article.

The development of contractual language regarding intellectual property has been an important issue for many faculty, according to Long, and the negotiations over this article were complicated. "At one point, the District wanted

to be able to claim the right to anything developed by a faculty member, including classroom materials, except those materials developed completely outside the faculty member's employment by the District," Long reported. However, according to Long, the faculty team negotiated language saying that anything developed by a faculty member, with or without District support, belongs to that faculty member unless there is a specific prior agreement between the faculty member and the District. "This agreement protects both individual faculty members and the District," Long explained. "If a faculty member wants to partner with the District to develop educational materials, that's fine, but it's in everyone's best interest that any copyright ownership is worked out in advance. Otherwise, the assumption is that the faculty member owns what he or she develops."

The article describing "Assignment, Contract Year, Hours of Service, and Professional Duties" was also of special concern to faculty negotiators. One provision that has received attention requires faculty members to "carry out other duties as assigned." The faculty representatives felt that this language was too vague, and could be subject to abuse. The two sides agreed to make the language more specific, listing only participation "in program review and college accreditation processes as appropriate." "We felt it was much better to be specific about what these other duties are, rather than leave it up to an administrator," negotiator and Association President Elect Lee Haggerty stated.

The District proposed some changes to the "Assignment" article of its own, which were unacceptable to the faculty negotiators, according to Haggerty. "The District wanted to require all faculty members to be on campus at least three days each week, and require them to attend the

Flex-week opening sessions of the Chancellor and the College presidents, as well as all department, school or division meetings, and commencement." Ultimately, Haggerty explained, the faculty was able to negotiate a version of this article with none of the substantive changes proposed by the District.

The "Evaluations" article has also been resolved, and the faculty team was successful in strengthening protections for faculty members from potential abuse of the evaluation process, according to Long. The faculty negotiators were especially interested in making sure that student evaluations were conducted for the benefit of faculty member only, and that the data collected would not be used in the formal evaluation, or retained by the District. "While student evaluations were required by the previous contract, they have never been implemented," Long explained. "We tried to make sure that the evaluation process, and especially student evaluations, are for the benefit of the faculty member, while building in as many protections as possible against abuse," said Long.

Another concern in the evaluation process has been the inclusion of hearsay and undocumented information in a formal evaluation, according to Long. "In their initial proposal, the District wanted to delete the language preventing inclusion of hearsay in the evaluation. That caused a fairly significant discussion." However, in the agreed upon language, "Hearsay statements, rumors or information from anonymous sources" are specifically excluded from the evaluation, strengthening the previous language. Long explained that the Association did agree to allow information into the evaluation which was documented through a formal investigation, as long as the faculty member received due process



and had an opportunity to review and respond to the results of the investigation.

Long explained that faculty members may now be evaluated on participation in curriculum and SLO processes, but any information about such participation must be verified and documented to be included in the evaluation.

The Association had not proposed any significant changes to the article specifying grievance procedures, but the District proposed a major change which the faculty team was able to avoid, according to faculty negotiator and Saddleback Grievance Chair Paula Jacobs.

“The District negotiators really wanted to reduce the statute of limitations for filing a grievance to thirty days from the one year that currently exists,” Jacobs explained. “We saw this as a real problem, since often a faculty member doesn’t know right away that a grievable infraction of the contract has occurred. But we were able to preserve the year period within which a grievance can be filed.”

The Association negotiated some new benefits in the “Leaves” article. The new elements added to this article are mostly clarifications of existing language, such as how sick leave may be deducted, or catastrophic leave may be used, according to faculty negotiator Bill Hewitt. “Most of the changes to this article are incidental, but there are a few new benefits, especially for faculty members on extended illness leave” said Hewitt. “For example, faculty members who are eligible for retirement and are on extended illness leave may now defer their retirement to maximize their benefits in STRS, and will still receive District provided health benefits until they decide to retire.”

The two teams are now moving on to discuss the six remaining articles: XV, Workload;

XXVIII, Workload Banking Program; XVI, Part-Time Faculty; XXVII, Benefits; XXX, Wages; and IV, Definitions.

Discussions have already begun over Article XV, Workload, according to Saddleback History Professor and Negotiation Advisory Committee Coordinator Bill Billingsley, who attends the negotiation meetings. “The discussions about this article promise to be involved and complex, because the article itself is long and complex, and contains many issues that are important to faculty. After all, this article addresses what happens daily in our classrooms and other instructional activities.” For example, according to Billingsley, the Association team is arguing for changes in how laboratory assignments are loaded. “The Association feels that most lab assignments require as much work as most lecture assignments, and should be loaded similarly.” Among other changes, the Association is also trying to modify and clarify the way that extra duty days, reassignment and stipends are handled.

On the other hand, the District has proposed some changes to this article as well, including raising the maximum size of a class before it becomes a large lecture from 45 to 61. “I suspect that the team members are willing to throw their bodies on the tracks in front of that one,” claimed Long.

After that, the teams will address several proposals regarding part-time faculty. “This team is absolutely devoted to improving the working conditions and benefits for part-time faculty,” affirmed negotiator Stew Frame. “After all, part-time faculty provide more than half of the instruction in the District, and the quality of our District’s educational services depends upon the part-time faculty we’re able to attract. We’re working toward better benefits with fewer risks

of losing benefits because of class cancellation, realistic definitions of seniority, and improved compensation for part-time faculty.”

Negotiations over compensation will take place later in the process. According to Long, the District’s problems with the 50% law have had an impact on the salary negotiations. The so-called 50% law says that school districts must spend at least half of their financial resources on instruction, defined in this case as faculty compensation. “The District projects that it will be almost five million dollars on the wrong side of the 50% law for 2007-2008, even with COLA for faculty figured into the budget. The bottom line now is that the District needs to spend more on faculty salaries, and they won’t be able to hire new faculty before the 2008-2009 academic year. We are going to have to take the District’s situation into account as we discuss salaries.”

Long believes that the negotiators have made and continue to make good progress toward a contract. “I have people ask me why negotiations are taking so long, which frustrates me. I don’t think they’re taking an unreasonable amount of time. I’ve said all along that I didn’t think we’d be done before early spring, and we’re on track to meet that target,” stated Long. “We have made steady and reasonable progress toward establishing a new contract, especially when one considers the complexity of the issues, and the strong feelings of each side about their proposals. This is a complicated process, and it takes time to do it right.”

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