



All Member Meeting

Adopted Minutes

April 19, 3:00 – 5:00 p.m.

Room 3134 with Polycom to N3213

1. Approve the agenda. Add any additional items.

There has been about a \$600,000 savings from the faculty retirement incentive program. If we have time, there will be a COPE update for June 5 primary. Vote by mail will be available on May 7. The list of labor-endorsed candidates is as follows:

Salud Carbajal – Congressional District 24

Bill Ostrander – State Assembly District 35

Jimmy Paulding – Supervisor District 2

Bruce Gibson – Supervisor District 4

Greg Clayton – Sheriff

Judge Mike Cummins – District Attorney

Tim Covello – Superior Court Judge

Hernando Baltodano – Superior Court Judge

2. Results of Article 4 negotiations and impasse

The ballot boxes will remain open until Tuesday April 24 because there was a delay in getting the ballots to the North County Campus. Ballots should be returned to the ballot box at the campus police office. If the TA passes, faculty who were working here in 2016 will get a 1% retro pay check, so they should contact HR. The TA does not restrict the retroactive payments to current employees.

- a. Current standing of FT salary schedule including the 4% with comparable colleges (Greg)

We are now within 4% of the average in all categories except the first comparison column which is our Column B, Step 3. We are at the median for middle columns. We are now ranked 9th out of 11th overall, but Monterey and San Jacinto are still negotiating. We are still at the bottom for health benefits.

A good idea would be to negotiate a “do-over” clause in the contract so that new hires can re-negotiate their placement on the salary schedule up to 6 months after their date of hire. Some faculty don’t realize that initial salary is negotiable, and you can be placed at a hire step and column than your education and experience warrant at the discretion of the college president. He has done this in the past to

match salary because our compensation has been so low compared to other colleges over the past several years.

b. Possible salary schedule realignments for next year

It may be the right time to realign the salary step and columns so that they are all at the median of our comparable colleges. This would require negotiating a salary increase that is not an across the board percent increase.

There is a 2.5% COLA scheduled for next year, but the pending change in the method of apportionment makes what will happen in real dollars unclear. We must get more than COLA to close the gap.

c. Possible salary request for next year

We need to make the BOT see that job reclassification of classified employees is in effect a salary increase that is in addition to negotiated across the board percent increases. As per Greg's compilation, all the deans and vice presidents are at the median of our comparable colleges.

d. District's presentation of salary offers to Board and in Impasse (Debra)

3. Results of Article 5 negotiations in impasse (Julie and Nancy)

a. MOU in ratification

The Article 5 MOU is an attempt to provide additional job security for part-time faculty with re-assignment rights. The one-year MOU will give them the right to be reassigned to a class initially assigned to a level 3 part-time faculty member up until three weeks prior to the beginning of classes if their class is cancelled.

b. Other pieces left out of impasse (Debra)

The MOU does not cover full-time overload.

c. Alignment of Division Chair responsibilities

Proposed contract language makes it clear that the new librarian chair and the counseling chair have the same authority as instructional chairs when it comes to making schedules (see 5.13). It is made clear in the contract that the division chair develops the initial schedule.

There is still contract language for DSPPS and counselors to calculate load when teaching classes. The understanding is that this will probably be offered as overload as a practical matter because we need them to complete all regular service hours to be able to serve all the students. |

We need to include a paragraph in the contract about the Coordinator of Student Life teaching classes as well.

d. Election of Division Chairs

The Division Chairs have a proposed revision for the election of the division chairs that they plan to recommend to the Bargaining Committee. If there is more than one candidate, the Dean would be a non-voting member of a hiring committee of 3 fulltime faculty, 1 part-time faculty, and 1 classified who are elected by their respective employee groups. It is designed to resolve the problem that part-timers currently have no vote in electing a division chair, and even if they did, it is hard for them to get to a division meeting.

e. Incorporate the Instructional designer

4. Current Contract closes on June 30. Some of this might be incorporated via an MOU prior to formal reopeners in Fall 2018

a. Fall 2018 Reopeners—entire contract can be reopened

b. Compensation

c. Finish Article 5

d. Finish Article 3, Academic Freedom

Debra is working on this. We want to get it out of the appendix of the contract and into the actual article. We need to add the following protections: The District can't troll email; the District can't discipline a faculty member for enforcing their syllabus; and faculty don't have to agree to have third party people attend conferences with them and students.

e. What else?

We will be bringing edits for the evaluation forms to the table now that impasse is over.

5. Review and assessment of Grievances and Disciplinary actions (Tom Patchell & Stacy Kimmey)

See the attached reports.

The last two days of the tenure arbitration will be next week. Once it is over we will try to get more compensation from CFT and AFT.

a. Timeline requirements for any grievance

b. Form to give to Tom

6. Treasurer's report—Ed Conklin

The tenure arbitration is a situation some feel that we could have resolved with better relations and communication between administration and faculty.

- a. No convention this year to save money
- b. New Treasurer Elizabeth Lobo
- c. Discuss transition

7. a. Preparation for the Janus decision

This is the decision before the Supreme Court to do away with fair share pay. We think fair share pay will be struck down. The decision will be made by the end of June. Our affiliates have instructed us to conduct an internal audit – hence the membership update forms. Within 48 hours of a negative decision we must make sure that agency fee payers no longer have money taken out of their paychecks. If we are not able to get signed cards, we must drop them from the membership list.

We don't have fair share language in our CBA but it is in our CCFT constitution, so we will need to remove it. We will add language to our constitution that will allow people to revoke membership yearly between June 1 and June 31 to mitigate the impact to our budgeting process

We may have to downsize the services offered by the Union if we don't retain enough of our membership. We will still have to represent faculty who don't join the union.

- b. Please submit your membership cards.

Grievance Representation for Fall 2017-Spring 2018 (S. Kimmey)

--Worked with Counseling to determine whether noon to 1:00 non-student contact hour was enforceable (this effort carried over from Summer 2017). Represented one counselor who met with the Dean re: this issue. Met with counseling re: other matters, such as the process of electing a division chair with union oversight (this was a request) and other matters related to management of the Counseling department.

--Represented another counselor in a meeting with the Dean regarding student complaints against the counselor (the Dean was not following the student grievance procedure at the time—this process has been in the process of being revised since Fall 2017).

--Met with a faculty who worried about his safety after returning to teach the semester after a student filed a discrimination complaint against the instructor—and the instructor was exonerated; the instructor requested to be placed on paid leave (from the President) since the student seemed to be going out of his way to be present around the instructor. The President denied his request.

--Represented a part-time faculty during her peer evaluation as she felt the instructor who was evaluating her was not following due process and was unfairly assessing certain criteria on the evaluation form (per a draft sent to her prior to the post-evaluation meeting). The lead to a resolution meeting between both faculty and the Dean.

--Represented a counselor who was served with an insubordination investigation by the Dean of Student Services and the Vice President of Student Services; the investigation ruling was that he was being insubordinate, so the Union represented him in front of the Board of Trustees to try to appeal the ruling. Our efforts were not successful, and the counselor has a letter of insubordination in his file.

--Represented two basketball coaches who filed a grievance against the District regarding the CBA language related to their stipend amount. This grievance went through two levels and then mediation without success. The mediation will prompt a re-opener in the Fall 2018 regarding all the coaches' stipends. It will be important for affected parties to gather research about comparable stipend amounts and CBA language regarding how stipends are paid at comparable colleges.

--Represented a faculty who was a witness in a current investigation of an administrator.

Grievance Representation for Fall 2017-Spring 2018 (T. Patchell)

--Represented a chair being investigated for alleged retaliation against a faculty member on an evaluation following complaints and criticisms on part of the faculty member. The chair was cleared of the allegations.

--Represented and consulted with a PT faculty member who was threatened with an off-cycle investigation due to misunderstandings of the contract on both the chair's side and the faculty member's side. I originally got the chair to agree to drop the off-cycle, but they later went back on the agreement and went ahead with it. The faculty member resigned.

--Faculty member accused of age discrimination by a student who did not do well in the class. The Faculty member was put under lengthy investigation and eventually cleared of allegations.

--DSPS student failing three classes (did not identify as DSPS) claimed she was not given accommodation. Wanted to meet with dean and bring her parent and therapist. I consulted with deans, chairs, and faculty members. The student did not show up to the meeting and the two reps were aggressive and rude—the dean cancelled any further meetings, but the instructors were able to prove the student had not passed their classes.

--The administration investigated an anonymous letter accusing the faculty member who had been cleared of age discrimination of sexual harassment and a number of other allegations concerning lewd and unprofessional behavior. The district's investigation found him not guilty of the allegations. I accompanied him to the investigations and consulted with him and our lawyer.

--A faculty member was evaluated by a new faculty member who gave her a low score and criticized her performance on items outside the scope of the evaluation—after meeting with all parties and a meeting with the dean, it was agreed to adjust the evaluation.

--A faculty member changed the date and time of a final after obtaining verbal agreement from her students. She did not notify her chair or dean and did not get written agreement from the students. Administrative Determination is pending in this case.