



Executive Board

Adopted Minutes

September 20, 2018, 3:00 – 5:00 p.m.
Room 3134 and N3102 LRC Dallons Hall

Debra Stakes, President – P Greg Baxley, Vice President – P Julie Hoffman, VP, Secretary– P
Elizabeth Lobo Treasurer–P Tom Patchell, Grievance Officer –A Stacy Millich, AS President– A
Nancy Steinmaus, P.T. Faculty Committee Chair – P Stacy Kimmey, Grievance Officer – P
Roland Finger, COR Chair - P

1. Approval of Agenda and 6 September Minutes

Motion to approve minutes, with the addition of a conversation about division chair under contractual changes. Motion made by G. Baxley, seconded by R. Finger. Motion approved unanimously.

The minutes for September 6 will be approved at the next meeting.

2. Senate Report

None – the last meeting senate meeting was cancelled due to lack of agenda items.

- 3. Treasurer report (Elizabeth)
Budget update
COPE Account
Final Reimbursements from AFT/CFT for Arbitration?
Planning for Agency Fee Audit in Fall 2018

Motion to approve the 2018-2019 budget. Motion made by G. Baxley, seconded by D. Stakes. Motion approved unanimously.

The dollar amount in the COPE account that is earmarked for BOT elections was identified.

4. Negotiations

- Last changes to contract to go to October 3 Board meeting
CMC MOU language (attached)
Renumbered salary steps above 14
Revised language Article 4.8-4.15 (read in attached contract)
Language defining Unit (attached)
Articles to open for 2018-2021

Plan for soliciting input from membership on new contract issues

Melissa let Debra know that we don't need the contract to go to the board again because we are only integrating information. Everything has already been approved previously.

The new CMC MOU has a provision for teaching materials to be approved by the warden. We don't want to include the MOU in the CBA yet it needs refinement. We also still need to integrate the longevity MOU into the contract.

Debra has language for Article 2(see attached) that will better define who is in our bargaining unit. Greg and she will work on improving the language. We especially want to make sure that those teaching non-credit academic courses (like non-credit ESL) will be included in the language.

We need to send out a reminder to the Council to ask them to get feedback from their divisions regarding the process for electing a division chair.

5. Membership drive—Need to obtain updated list of non-members

The membership drive will consist of identifying faculty members who are not members and then making contact. Greg will provide the non-member list to the EB and Council.

6. Grievances – Stacy K and Tom

No new cases. Discussion on on-going cases. The draft AP on the student grievance process was drastically revised by Mark Sanchez without any input from Stacy Kimmey or Matt Flemming, the other members of the task force. CCFT's concern regarding the inclusion of a student's option to have a designee meet with an instructor instead of meeting personally was ignored and the document written by M. Sanchez still contains this language.

This new draft also includes the inclusion of language which indicates that students and faculty can now have legal council, which could make the whole process even more expensive. Stacy has been trying to get some help from our legal council regarding this document since last January.

Debra has emailed Mark Sanchez, and cc'd Stacy Millich to let him know the union DOES NOT support this document. now a whole "Judicial Board" part in the document. Stacy has not got any response from David about this since January. It is now saying that both student and faculty can have legal council and now this will make it VERY expensive. Debra has emailed Sanchez and says union DOES NOT agree and we need a meeting and we have ccd Stacy Millich.

7. PT faculty report

Nancy got information from comparable colleges regarding coaches stipends. Stacy has some research as well. (Appendix B of the contract). The outcome from the basketball coach grievance is that we are now looking at all coaches' stipends, and we should also look at stipends in performing arts, journalism. Lead faculty and other extra duty compensation. These amounts are not tied to the salary schedules have not been consistently improved over time.

Nancy is going to contact part-time faculty so she can get a list of all lead faculty to ask them about whether or not the stipend level is appropriate.

8. Finalize members of COR

Julie shared current list of Council members.

9. COPE contributions to Tony Thurmond

We have \$743 in the general COPE fund. Both Heidi Harmond and Tony Thurmond are supported by our affiliate, the Central Labor Council.

Motion: to give Heidi Harmond \$300 and Tony Thurmond \$400 to support their campaigns. Motion made by D. Stakes, seconded by J. Hoffman. 6 in favor, 1 abstention, 1 opposed. Motion approved.

Follow-up:

1. Next EB meeting Thursday October 4, 3 pm Room 3134/N3102
2. Next CoR Meeting: Thursday September 27, 3 pm Room 3134/N3213
 - a. CFT Field Rep Daryl Hemingway to attend

- 2.1 The District recognizes the Union as the Exclusive Representative for the unit of faculty employees of the District as defined in Education Code section 87003(a).
- 2.1.1 The unit shall include all regular and temporary teaching and service faculty, including Disabilities Specialists, ~~Coordinator of Health Services~~, Coordinator of Student Life and Leadership, librarians, counselors, enhanced non-credit English as a Second Language (ESL), and other coordinators with regular faculty appointments. Included in this unit are all faculty teaching credit courses and assigned to either the college or continuing education program, including all temporary, contract, and regular faculty members, whether full or part-time, including those with classroom and non-classroom assignments, including fee-based credit instructors.
- 2.1.2 The unit shall exclude all other employees, including day-to-day substitutes, deans, directors, and all other management, supervisory and confidential employees. All faculty serving in an assignment as an interim manager shall not be a member of the faculty bargaining unit for the duration of the interim assignment, and shall instead be bound by the terms and conditions of the collective bargaining agreement or handbook of the bargaining unit within which the interim assignment is located. Faculty serving in an interim assignment shall retain full rights without any loss in seniority upon returning to their regular faculty assignment.
- 2.2 The parties will meet to attempt to agree on any proposed additions or deletions to the job categories specified in section 2.1.1.