



November 15, 2017

Re: CCFT Notice to SLOCCCD of Work-to-Contract Campaign for Spring 2018

Dear Dr. Stork:

Please be advised that starting for the Spring 2018 semester, CCFT will be sponsoring tenured, full-time bargaining unit members and certain part-time faculty in a “work-to-contract” campaign. This campaign will highlight for the community and remind the District of all that faculty do through their voluntary service. Faculty not only demonstrate professionalism and commitment in their required work duties, but also routinely provide additional, voluntary service to the District.

Faculty perform this service despite the District’s failure to offer a reasonable salary increase for faculty. During the last 10 years, faculty have only received 10% total compensation increases to salary schedules (3% in 2008, 1% in ‘13 and ‘14, 5% in ‘15). 1% per year. The District wishes to continue this tradition by again offering 1%, a proposal that keeps Cuesta faculty at 11th out of all 11 colleges in our cohort.

The California DOT calculated a combined 21.5% increase in the CPI in San Luis Obispo County from 2006 through 2016, with a further combined increase in CPI of 5.2% projected for 2017 through 2018. During this same ten-year period with a 21.5% cost of living increase, faculty have seen only a 10% “increase” in wages.

No amount of reasoned argument or direct appeals have yet been sufficient for the District to acknowledge faculty’s service and untenable compensation levels, and faculty must be paid fairly for the work we do. We cannot continue for another 10 years of meager salary increases and while our real earnings fall, all while performing hundreds of hours of unpaid service to the College.

Scope of Work-to-Contract Campaign

Accordingly, effective Spring 2018, faculty participating in the Work-to-Contract Campaign will no longer perform voluntary service for the College, SLOCCCD, or related foundations or entities. This voluntary service includes, but is not limited to:

1. Voluntary service beyond the contractually required 40 hours per week, or volunteering to perform service on holidays, weekends, or on more than the required 175 or 197 weekdays per year, unless the work year is extended pursuant to Article 5.7.2, as set forth in Articles 5.7.1 and 5.7.3;

2. Voluntary committee and college service beyond the contractually required five hours per week, and voluntary committee/governance activities for instructional faculty during winter, spring, and/or summer breaks or during an inter-session period;

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3. Voluntary “division responsibilities, program review, student learning outcomes and assessment, curriculum development and professional growth” by instructional faculty beyond the faculty member’s 30-hour per week assignment, which is already inclusive of preparation, grading, and professional growth.
4. Voluntary work performed outside of the regular academic year not included in a faculty’s members required work duties;
5. Voluntary work for associated College entities, foundations or organizations;
6. Voluntary accreditation work not already included in a faculty member’s five-hour per week required committee participation or college service; and
7. Perform voluntary substitution duties for faculty absent from work due to illness, injury or other lawful reasons.
8. Office hours beyond the required five hours per week or beyond what is compensated for certain part-time faculty.

Full-time faculty will continue to: (1) perform all duties related to their primary teaching or nonteaching assignments; (2) perform any work for which the faculty member receives dedicated release time, stipends, overload, or other compensation; (3) perform five hours of committee or college service per week; (4) hold five office hours per week; (5) attend required meetings; (6) perform the required amount of flex activities, (7) perform 40 total hours of service per week, prioritizing the provided services in each category based on professional considerations, and (8) do all required work with the same effectiveness, speed and high level of professionalism that faculty pride themselves on.

Rescission of All Waivers Related to Article 5 and Work Duties

As you know, many faculty members have historically served 'above-and-beyond' when it comes to college service, whether through voluntary service outside the academic year, voluntary substitution work, additional unpaid office hours; and, finally, through committee, accreditation or college service far beyond the required five hours per week. PERB has held that a parties’ past practice is set forth by clear terms of a CBA and that past voluntary service beyond the requirements of a CBA does not create a “past practice.” See *Marysville Unified School District* (1983) PERB Dec. No. 314; *Healdsburg Union Elementary School District* (1994) PERB Dec. No. 1033.

To the extent that the District may incorrectly believe CCFT has “waived” any of its rights related to workload, work year, work duties, or compensation in the past; including, but not limited to, the right for faculty to only perform five hours of committee or college service per week, 30 hours of their primary assignment per week, and 40 hours of total assignment per week, the Union hereby rescinds any such express, implied, or apparent waivers effective immediately.

Implementation of Campaign

Please also accept this as official notice that we fully expect the District's administrators and supervisors to honor any faculty member's decision to no longer perform voluntary service, and not retaliate or harass these participating employees in any way, shape, or form. A faculty member’s refusal to perform voluntary service as part of a work-to-contract campaign is protected activity under

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the parties' contract and the California EERA. See, *Bellevue Union Elementary School District* (2003) PERB Dec. No. 1561; *Santee Elementary School District* (2006) PERB Dec. No. 1822. We do not believe this will happen, but want to underline that CCFT will not tolerate any such behavior and will take appropriate legal action if any such retaliation or harassment takes place.

We are copying this Notice to the District's Board, administrators and supervisors to ensure that there is no confusion about this campaign or a faculty member's work duties set forth in Article 5 of the parties' CBA.

Finally, to ensure that there is no confusion over which committee or college service activities a faculty member will perform to meet his or her five-hour requirement, in the coming weeks participating faculty will be emailing their deans or supervisors to notify them of which activities they will be performing and confirm that both the supervisor and faculty member share an understanding over which activities the faculty member will be performing to meet this requirement.

We want to ensure that there is no confusion or misunderstanding on either end. If you believe a different process would work better to ensure that faculty are performing all required duties, while not being unlawfully required to perform additional, uncompensated duties, please let us know.

If you have any questions about this upcoming campaign, please let us know.

Sincerely,

The CCFT Executive Board

cc: SLOCCCD Board President, Dr. Barbara George
SLOCCCD Board Vice-President, Patrick Mullen
SLOCCCD Board Member, Angela Mitchell
SLOCCCD Board Member, Mary Strobridge
SLOCCCD Board Member, Pete Sysak
SLOCCCD Board Member, Jordan Jantzen
Dr. Deborah Wulff, Asst. Superintendent/Vice President Academic Affairs
Dr. Mark Sanchez, Asst. Superintendent/Vice President Student Services and
College Centers
Melissa Richerson, Vice President of Human Resources & Labor Relations
Dr. Jason Curtis, Dean of Math & Sciences, Nursing/Allied Health and Athletics
Madeline Medeiros, Dean of Arts, Humanities & Social Sciences
Dr. John Cascamo, Dean of Workforce and Economic Development
Dr. Ryan Cartnel, Dean of Institutional Research, Library & Instructional Technology
Catherine Riedstra, Dean of Student Services

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