



CCFT Local 4909 Council of Representatives

24 August 3:00-5:00 p.m.

Room 3134 with Polycom to N3213

Adopted Minutes

Fine Arts (2) Jarred Pfeiffer -P	Languages & Communications (2) Tony Rector-Cavagnaro - A	Health Center (1) VACANT
Biological Sciences (2) Ron Ruppert - P Deborah Barker - P	Counseling (2) Dana Gough - P Susan Gossard - P	Kinesiology, Health Sciences & Athletics (2) Nancy Steinmaus - P
Student Development & Success/ESL (2) Donna Bower -P	Nursing/Allied Health (3) Antonia Torrey -P Heather Tucker -P Kif Mills -P	Performing Arts (2) Idona Cabrinha -P
Library/Learning Resources (1) Jessica Gonsalves - P	Business Education (2) Gary Rubin - P Robert Sfarzo -P	DSPS (1) VACANT
WEXP/PEDS/PDS (1) VACANT	Student Life and Leadership (1) Anthony Gutierrez -P	Applied Behavioral Sciences (2) Don Norton -P
Engineering & Technology (3) Bret Allen -P	Mathematics (3) Julie Hoffman -P Kyi Zin -A Greg Lewis -A	Physical Sciences (2) Greg Baxley -P Debra Stakes -P
English (3) Tom Patchell -P Roland Finger - P Stacy Kimmey -P	Social Sciences (3) Victor Krulikowski -A Mark Weber -A Anthony Koeninger -P	Non-Voting Members Ed Conklin, CCFT Secretary -P

1. Approve agenda

Motion to approve: D. Stakes, seconded by R. Finger. Motion approved unanimously.

2. Approve minutes

Motion to approve: D. Stakes, seconded by N. Steinmaus. Motion approved with one abstention.

3. Tobacco Free Campus Truth Initiative—Tanya Downing and Gary Rubin

The college has received some grant funds to facilitate a Tobacco Free Campus (See attached document). This is the trend on higher education campuses. Some of the funds can be used to help students quit smoking. The ASC conducted a survey a few years ago, and at that time, the students who responded were in favor of a smoke free campus.

The council expressed concern about how the initiative would affect our veteran community. There was also discussion about relocating the smoking areas near the cafeteria and near the children's center, instead of banning smoking outright.

Motion: To survey the faculty to assess the need for on campus smoking areas vs. and whether the campus should be smoke free. B. Sfarzo will be in charge of the survey. Motion made by D. Stakes, seconded by B. Allen. Motion approved unanimously.

4. Discussion about Emeritus Faculty and boundaries of bargaining unit—Debra
Some non-credit faculty members are now members of our bargaining unit. This change was made to include the non-credit ESL program in our bargaining unit, and also allow us to move some of our credit courses to non-credit.
There are other non-credit faculty who are not part of our bargaining unit. This includes faculty who teach HSD, GED, and Emeritus courses. We have to make sure that any of the new hires in these groups are not having dues taken out of their paychecks.

5. Reporting Sick Leave (see attached contract language document) —Debra
The new language that was negotiated was left out of the contract. The intent of the new language was to acknowledge that faculty are not hourly employees and much of the work we do is completed off-campus. Therefore, sick leave should be deducted only for contractual obligations that were missed, such as face to face instruction, scheduled service hours, office hours, and contractually assigned committee meetings.

HR has requested that after the hours for the contractual obligation are deducted from 8 hours, the faculty member indicate the activities they completed off campus for the remainder of the time. For example, if 2 hours of instruction and 1 office hour were missed, the faculty member would indicate that the remaining 5 hours were spent grading papers, answering email, working on committee projects, etc. This is work that faculty have to “make up” at some point, whether or not they are sick.

As soon as possible we will fix the article 6 contract language and the sick leave forms so that we only need only deduct hours for which contractual obligations were missed, and there will be no need to write in what else was done to “make up” the hours.

Note: if you have no contractual obligations on a particular day, then you do not submit a leave form.

6. Negotiations update (see attached spreadsheet and documents) —Debra, Julie, Nancy
Article 4 – Compensation.
Our goal is to get to the midpoint of our new comparable colleges. Our last best and final was 2.5% retroactive to 2016, and ½ hour per week of office hours for faculty who teach less than 40%. This is just for last year. We haven’t bargained for this year.

Article 5 - Workload.

We have proposed that level 2 faculty can be moved into a level 3 faculty’s assignment, up to two weeks before the class starts. We maintain that this protects assignment rights of long serving faculty in a manner consistent with AB 1690. We also need to make it clear that office hours don’t have to be in your office, if you put another location in your syllabus.

7. Discussion about progress on compressed calendar—Ed and Debra
Faculty members on the Calendar committee are G. Baxley, Z. Hall, P. Len, and K. Zipperian.
The committee has not yet met this semester. There was a question about which of our new comparable colleges are on a 16-week calendar. Greg will get the information and forward it to the council. There is still a problem for sciences to go to a shorter semester because of the decrease in the number of labs. Any new calendar adoption must ensure that we do not lose any apportionment. A 17-week semester would allow us to retain conventional

scheduling but might not be worth the effort to decrease the length of the semester by only 1 week. CCFT is planning to conduct a faculty survey on the calendar once a new plan is proposed by the calendar committee.

8. CCFT Archive—Debra

CCFT property was taken out of the old Senate office and put in a building near facilities over the summer. We have requested a new office on campus. There are confidential materials that need to be stored in a locked office with a locked file cabinet.

9. Issue with Dean of Student Services causing a time conflict with CoR meeting—Dana

10. Labor Day Picnics

11. Tri counties Central Labor Council Friday September 1, Pioneer Park 1000 W Foster Road Santa Maria 3:30-6:30 <https://www.tricountieslabor.org/news> (read statement from Randi Weingarten)

12. Democratic Central Committee, Monday September 4, Strother Park, AG, 11am -2pm <http://slocdp.org/2017/08/10/labor-day-picnic/>

13. Treasurer report (Ed)

Working on a Budget for this year.

14. Grievance report (Tom)

The Grievance Officers are going to a special training this fall. There are some ongoing issues that have carried over from the spring. The scheduler for counseling has not followed the agreement for scheduling counseling faculty and that needs to be resolved.

15. Added: Meeting dates [next council meetings] and Co-Chairs

Current contract language describing sick leave deductions:

6.5 The District may require a statement from the faculty member's physician verifying that the absence is due to illness or injury. Unless the faculty member has been absent for more than three consecutive days, the cost of the statement will be at the District's expense.

6.6 Sick leave shall be charged against a full-time faculty member's leave credit at the rate of eight (8) hours of sick leave for each day the faculty member is absent from or otherwise misses contractual obligations as stated in Article 5.1 through 5.6, subject to the following adjustments:

6.6.1 In the event that the full-time faculty member is absent from or otherwise misses a contractual obligation (i.e. instruction, scheduled service hours, office hours, a contractually assigned committee meeting, a Flex obligation) for only a portion of a day, then the calculation of sick leave charged for such absence shall be the same as those hours for which the faculty member is absent or otherwise misses a contractual obligation.

6.6.2 If the full-time faculty member performs class preparation, grading, related academic support duties for classes, committee work, or participatory governance activities off-campus on a sick leave day, and indicates those specific activities and time spent on the associated sick leave form, then the full-time faculty member shall be eligible to receive up to four (4) hours reduction (against the eight (8) hour sick leave deduction) for such off-campus sick day work activities. For example, if the full-time faculty member misses an entire day, but indicates on the sick leave form that two (2) hours of grading and three (3) hours of class preparation were performed at home during a sick day, then the full-time faculty member is eligible to have the 8 hours of sick leave reduced by 4 hours (maximum cap) of eligible off-campus work, which would result in 4 hours of sick leave deducted on leave form.

6.6.3 Faculty who report three (3) consecutive days of sick leave will be required to submit a doctor's note upon return may be asked to complete the Family Medical Leave paperwork.

Sick leave for part-time faculty shall be pro-rated using the same criteria for sick leave described in 6.5.6 (including 6.5.6.1 and 6.5.6.2), above.

Sick leave for overload assignment days shall be pro-rated on an upward basis (greater sick leave hours deducted than eight (8) hours per day) using the criteria for sick leave described in 6.5.6 (Including 6.5.6.1 and 6.5.6.2), above. For clarity, this is due to the fact that faculty earn increased sick leave for overload assignment days and therefore must have a pro-rata increased amount of sick leave time deducted when absent on an overload assignment.

Cuesta College Federation of Teachers (CCFT) Statement of Facts for Impasse:

Part-time Faculty Re-Employment Preference

The Union believes that the parties' current PT rehire language does not comply with the new Education Code 87482.3, which requires a community college district to negotiate with an exclusive representative of part-time faculty over a temporary faculty re-employment system that – at a minimum -- provides eligible, temporary faculty with a right to a re-employment preference over new hires and PT faculty without a preference.

The Union believes the District's interpretation of the parties' current language does not comply with these new requirements, and therefore the Education Code requires the parties to negotiate new language. The Union's LBFO is a proposed tier system for a rehire preference meets the minimum requirements of 87482.2 and provides a fair system for part-time faculty that also addresses the needs of the College's various academic departments.

Part-time Faculty Office Hours

On PT office hours, the Union believes that dedicated funds for this purpose are more than adequate to support an increase of allowed hours for PT faculty, and that this increase will greatly benefit students.

Salary

On Salary, the Union has proposed a LBFO of 2.5% for 2016-2017, representing significant movement from its initial offer to reach common ground. The Union believes this offer is reasonable and fair, based on CPI, the agreed-upon cohort's average faculty salaries and compensation levels, and the District's available funds.

In its separate statement attached to this request, the District claims its "formal LBFO" is 1.0% for 2016-2017.

Despite this claim, on May 10, 2017, the District had previously offered 1.56% salary increase if the State budget was approved. These conditions have been met. The District has just recently now informed the District of its position that this 1.56% salary proposal was meant for 2017-18 and not 2016-2017. The District made this claim despite the offer itself not stating that it was allegedly for 2017-2018, and that the parties had been negotiating over 2016-2017 salary. The bargaining notes also do not reflect this new position.

The Union's position is that the District's actual LBFO was 1.56%, not 1.0%.

The District's offer stated if the contingencies were met, "The District will offer 1.56% increase to all salary schedules.

ATTACHMENT TO JOINT REQUEST FOR IMPASSE

**Re San Luis Obispo County Community College District
and Cuesta College Federation of Teachers**

DISTRICT STATEMENT OF FACTS

The San Luis Obispo County Community College District (District) and the Cuesta College Federation of Teachers (CCFT) are deadlocked on salary, part-time faculty office hours, and part-time faculty reemployment and mutually request a determination of impasse by PERB. The following summarizes the parties' formal last, best, and final offer (LBFO):

Salary

The District's formal LBFO on salary is 1.0% on-schedule salary increase effective July 1, 2016.

CCFT's formal LBFO on salary is 2.5% salary schedule increase effective July 1, 2016.

Part-Time Faculty Office Hours

The District's formal LBFO on office hours is to increase part-time faculty office hours for a 20-39.9% load by 0.5 hours per week.

CCFT's formal LBFO is to increase part-time faculty office hours based on load as follows:

- 20-39.9% Load = 0.5 hour per week
- 40-59.9% Load = 1 hour per week
- 60% and greater = 1.5 hour per week

Part-Time Faculty Reemployment

The District is willing to negotiate part-time faculty reemployment. The primary issue is part-time faculty bumping. The District wants to apply various criteria including seniority in addressing part-time faculty reemployment without applying a bumping procedure.

CCFT's formal LBFO is to base part-time faculty reemployment on seniority.

