

## Faculty Guide to Revisions to the 2015-2018 Contract

This round of contract negotiations focused on these primary aims:

- Meaningful salary increases for both full time and part time faculty after a very long stretch side by side with a commitment to hiring more full-time faculty.
- Push for full-time faculty hiring though this is not something that can be negotiated directly. Our conversations resulted in a commitment on the part of the Chancellor to a goal of moving the percentage of classes taught by full-time faculty from 48% to 60% over the next five years through the hiring of more full-time faculty with targets set for each of those years.
- Revisions to contract language in the open articles that reinforce the principle of workload equity and a clearer, more transparent statement of the expectations for the duties of full-time faculty outside the classroom.
- Securing reassigned / release time that had not been previously included in the contract and a few modest increases based on recommendations and input from various faculty groups.
- Streamlining and clarifying the role of chairs and addressing questions about work load for chairs. We were able to secure a minor adjustment to the reassigned time schedule and the maximum cap on time for an individual serving as chair to provide more flexibility as well as a revision of the department chair duties list—the job remains a big one, but the list is much clearer and addresses concerns the chairs brought forward.
- A thorough updating/ revision to language throughout the contract to reflect the fact that we are now three independent, separately accredited colleges. At times this was as simple as changing “campus” to “college”; at other times, we needed to look carefully at processes, even in articles that were not open (for example, transfer) so as to respect the independence of the colleges and clarify how college/ District interface in these processes.
- Revisions to existing language throughout the contract to incorporate the various changes that have occurred since the last round of negotiations (changes to the law—as in, for example, leaves; MOUs or other agreements negotiated since the last contract; new positions granted reassigned time or changes to existing positions, etc.) so that we have a readable and accurate document for us all.
- You’ll also find that part-time faculty have new provisions on leave, professional development, assessment, and adequate work space (in addition to additional increases on the hourly faculty salary schedule).

What follows is a guide to the changes to contract language. You can use this side by side with your current contract during the ratification process, so you’ll have a clear sense of what changes were made and where. Remember that the final document is a product of negotiations, a back and forth between the Association and the District. We held firm to our principles and believe that what has been produced through this process is good for our faculty. Please feel free to contact members of the Executive Board and the negotiating team if you have any questions.

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**Article 1**—Recognition: Added a number 4 to clarify usage throughout the contract: “**Full-time Faculty**. Except in Article XI where the distinction is important, all Contract Faculty and Regular Faculty are referred to in the Agreement as Full-time Faculty.”

**Article 2**—changed “mailed” to “delivered”

**Article 3**—no changes

**Article 4**—updated reassigned time for Association based on an MOU from July 2010—also duplicated in the appendix on reassigned time.

**Articles 5 and 6**—no change

**Article 7—This article was opened by the Association**

Salaries	Year 1	Year 2	Year 3	Total in 3 Years
All Faculty Salary Schedules	COLA + 3%	COLA + 2%	COLA + 2%	=COLA + 7% So estimating COLA at around 1% this will be 10%+ over three years
Hourly Faculty Schedule Additional Increases	What is above, plus an additional 1%	What is above plus an additional .5%	What is above plus an additional .5%	Total additional increase beyond what is above=2% so over three years 12%+

**Article 8**—fringe. **This article was NOT open**, but we did change the dates and included the most up to date information that reflects what was negotiated prior to the start of this round of negotiations. The negotiating team did not negotiate anything in this article, but did include the Voluntary vision plan in this article and added two side letters of agreement (now Appendices R and S) on healthcare and fringe that reflect the agreement reached between the Association and District prior to the start of this negotiations.

**Article 9**—Calendar—updated the Flex hours obligation (it is now 24 not 18 because of the Cesar Chavez holiday). Later in the contract (Appendix J, now—it was formerly I) revised the side letters which deal with implementing our calendar in the compression and brought that up to date since we have moved to block scheduling since the last contract was negotiated.

**Article 10—This article was opened by the Association**

Made a change to terminology (*full-time faculty* rather than *regular and contract faculty*, *counseling/library faculty* rather than *counselors and librarians*, and *college* rather than *campus* throughout) and clarification of processes throughout to reflect the fact that we are now three independent colleges; we moved any references to reassigned time (for coaches or the Senate) to the appropriate appendices that deal with reassigned time—they were redundant here

A: clarification of faculty work week to reflect long held understanding. Here, as elsewhere, we sought to make implicit practices explicit and transparent: “The presumption is that faculty are available and accessible throughout the work week. However, full-time faculty cannot be required to work before 8 a.m. or after 4 p.m. unless the faculty member’s job description expressly requires duties beyond these hours.”

B: changed phrasing to “available and accessible”

E: a new section added to clarify the cap on the percentage of contractual load that can be taught online: up to a maximum of .6

F2b: minor modification to clarify what constitutes an extensive prep lab to emphasize that such labs are not just reinforcement of principles taught in lecture but are almost stand-alone courses with separate (and extensive) preparation and grading of homework/ exams.

F2d: clarification of process to reflect our separate curriculum committees and the relationship of colleges to District

F2e: added a phrase explaining the difference for full-time/ part-time nursing faculty after a review, discussion of, and reaffirmation of the original document outlining this difference in detail from 2000 MOU

F4 on counselors, librarians, student activity coordinators—no change except to terminology (counseling faculty, library faculty)

F5, F7, and F8: clarification to process and terminology

F10: Some minor language changes to clarify the District / college relationship and added a new d that indicates that the District cannot implement this provision of the contract with the way it is currently calculating efficiency and that further discussion of this issue will take place.

G clarification to what District/ college facilities are eligible for mileage compensation when one's instructional duties require travel between facilities.

H (formerly G—this is Institutional Service). We did significant work/ revision here to clarify more clearly what the expectations for Institutional Service are for full-time faculty. This not only outlines the expectation, but also provides faculty a concrete way of making a case should their institutional service—on average—exceed the 5 hours a week.

I Office Hours: reaffirmed and made explicit that office hours should be held on 3 separate days on campus; included the provision that one of the 5 hours may be arranged virtually but must be scheduled; and clarified that office hours are 60 minute—not 70 minute—hours under block scheduling

J (formerly I) on Part-time Faculty:

J2: clarification to / explicit statement of load restrictions (and what is explicitly excluded from such restrictions). Changed the references to load from .60 to .67 based on a change to the law and the July 2008 MOU. This also changed the full-time faculty overload max from .60 to .67

J3: incorporated and revised the MOU from November 2012 that had been negotiated on the conditions under which bumping of part-time faculty can and can't happen and how part-time faculty are to be compensated for work done in the rare instance in which they are bumped.

J4: this is a revision and new provision. Formerly part-time faculty would be compensated for orientation only if the college required it. This provision now allows for up to 3 hours of professional development annually for part-time faculty

J5: incorporates and revises an existing MOU from October 2013 on part-time faculty participation in assessment. The provision now provides for participation in discipline-directed assessment training, participation in projects, etc for compensation of up to 3 hours. This allows for meaningful participation but also should protect part-time faculty from the expectation that they must design and conduct assessment projects on their own or beyond these hours.

K: Updates and clarifies contact hour. All our work load measures are based on a 50 minute contact hour in 18 weeks. Under the compression and block scheduling, our contact hour is 60 minutes.

L: minor change—included reference to notification of part-time faculty of their assignments six weeks in advance if it is possible

O (formerly N):

This section now states that all full-time faculty work is included under load—clarifies what the actual maximum cap on load for full-time faculty is. The issue here is one of work load equity. Exceeding load--in whatever way through special projects or contract education, etc.—creates inequities; this provision addresses that. Three exceptions—to substitute teaching which has always been excepted, stipends, and to institutional service done during the winter and summer (e.g. coming in to serve on a hiring committee or participate in a retreat or workshop or training, etc)—were made to this provision of including all faculty work under load.

This is also the section where we have language to prevent the outsourcing of our work—teaching, curriculum development, etc—to any outside group and outside the provisions of our contract. This is intended to address the opportunities and challenges of initiatives like AB86, apprenticeship programs, and other forms of contract education. Any teaching/instruction/ duties related to instruction done in the name of the District must be subject to first right of refusal by our faculty and must be subject to the provisions of our contract. (This is also connected to sections G and H in Article XX).

P Negotiating Reassigned Time:

We changed the time frame from 4 semesters to 2 if there is an expectation that work would continue into a third semester; we also included special projects here—if it is a “special” project that is actually ongoing and expected to move into a third semester, it is subject to negotiation. Added language clarifying/ explaining how to calculate what hours reassigned time obligates us to; for example, if we get a .2, this is the equivalent of 6 hours (3 hours contact and 3 hours of prep)

### **Article 11—This article was opened by the District**

A new opening paragraph about the purpose of I o I and definitions of terminology

A1 and A2: Minor modifications to phrasing

B frequency: modifications to the process/ frequency of evaluation for part-time faculty given our status as three independent colleges and clarifications to the language (but not the substance of the process) for categorically funded faculty

C1a: In line with MOU from February 2009, 3 tenured faculty, not 2

C1b: Changes in section b, paragraph 2 to what must be included/ might be included in the evaluation process. The emphasis is still on instruction, but this section now also includes language on how non-instructional duties and institutional service are included in the discussion. The Association sought to make absolutely sure that non-instructional duties that include reassigned time for elected positions would remain completely independent and not subject to evaluation and that discussion of non-instructional duties (reassigned time and institutional service) could not be the sole basis for a needs improvement determination.

C2a: added language on what to do when a dept. chair is undergoing review (have an asst. chair or designee do the chair's appointment to the committee) and made explicit the general practice that in most instances, if you are undergoing review, you should not have to serve on an I o I committee.

C2c and d: similar changes to the "shall include/may include" language as was explained above for contract faculty. Added non-instruction in addition to instructional areas in d; we also clarified that classes surveyed during I o I for regular faculty should represent the different modes of delivery in which an instructor teaches.

For all categories of faculty we preserved the language that indicates that individual assessment results cannot be used as a basis for evaluation. Participation in assessment is one thing—how the results of assessment are used in evaluation are another. Full-time faculty must participate, part-time faculty can (for up to three hours) participate—but no one's individual results can be used for evaluation.

C2f: worked with refining language and clarifying the end point of this process if a committee determines that remediation objectives have not been met. The final step now reads "referred to the president for administrative determination."

C3h: for part-time faculty, clarified that if a needs improvement is warranted, the part-time faculty may get an assignment in the next term (though this is not guaranteed) and that departments may conduct an additional evaluation in that next term.

D1: added the provision that a faculty member undergoing a second-level review is not eligible for overload assignments.

D3: changed the administrator since we no longer have a Dean of Open Campus.

**Article 12**—changed "District" to "college" in a few spots—no changes to substance

**Article 13**—Leaves: *This article was opened by the District*

B5: worked to reflect current practice that had been agreed to prior to the start of this negotiation

E: bereavement—added a #5, a provision to extend bereavement leave to part-time faculty consistent with current law

F: personal necessity in #2 worked to reflect current practice and make sure that there was consistency in the application to part-time faculty as well

G: clarified Military leave—much more detail here and it is a generous provision

H: Jury duty—added a #2 to offer a provision on jury duty leave for part-time faculty

N: Consistent with new law, added an unpaid leave provision for the birth or adoption of a child

O: Added a reference to the catastrophic leave provision agreed to prior to the start of this negotiations

P, Q, R, and S: minor changes to which administrator is referenced so that college presidents are included

**Article 14**—Though this article was not open, both sides agreed to make an alteration in language in B to clarify that a faculty member's first duty is to his or her own safety and she/he should notify appropriate law enforcement immediately—and then subsequently—once safe—notify college officials.

**Article 15**—one shift of title omitting Educational services; adding in the correct titles

**Article 16** Transfers—this article was not open, but because it was not possible here to simply edit and swap out one title for another or change campus to college, we worked collaboratively with the district to rework the process to clarify the relationship of colleges to the District and to be sure to include college presidents in the process

**Article 17**—no changes except to omit "/Educational Services"

**Articles 18 and 19**—no changes

**Article 20**—*This article was opened by the District*

B2: added technology to what should be in our offices: computer, phone, access to printer. Also added that “adequate work space shall be available for part-time faculty.”

F1: made edits (correcting typos!) to references to other articles in the section on EC faculty;

F5: incorporated MOU (November 2009) language on EC frequency of evaluation

G and H: No changes except to update the titles of administrators or which administrator (e.g. Dean of Open Campus no longer exists). These sections also connect to the work we did in Article X section O that had to do with not contracting out our work as faculty

I: Incorporated intellectual property language for syllabi from the MOU from March 2015

J: Incorporated MOU (April 2012) language on key cards and surveillance in new buildings in this section on privacy.

**Article 21**—*this article was opened by the District to address leaves.*

The changes made in section F are consistent with the changes described above for Article 13 on leaves.

**Article 22**—Load Banking

This article was not open, but in section 5 incorporated revised language that had been agreed to per MOU (March 2012) prior to this negotiations.

**Article 23** changed dates and names

**Appendices all appendices related to compensation were opened by the Association**

**Appendix A** slight change to how degrees are described to be more inclusive (e.g. all Bachelors degrees, all Masters degrees)

**Appendix B** consistent language on referencing faculty (e.g. *faculty* instead of *teachers*, *counseling/ library faculty* instead of *counselors/ librarians*)

**Appendices D, a new E, and F**—reassigned time/ coordinator stipends, etc.: the effort in this section was to bring up to date what we currently have in the District, to reflect the positions that have been put in place since the last round of negotiations, whether negotiated formally through MOU or just granted for long enough that it now needed to be negotiated. We also had requests for a handful of additions or increases which we took forward. The new E is a section on leadership—this is where we put the time for the Senate, Association, Assessment, and Accreditation. So we have these sections now: D—on extracurricular activities and duties; E on faculty leadership; and F Coordinator Salary schedule.

In D, we added language about Men’s and Women’s coaches when applicable and added some assistant coach positions for equity. We eliminated the intramural position which has been inactive for about a decade. Some positions (e.g. head Basketball and Football) are now administrative positions, but we retained them here for now. A broader discussion needs to take place beyond the scope of this negotiations about faculty coaches/ professional experts. For now, all positions have been retained in our contract.

In D for other activities, we sought to reflect what has been given but is not reflected in the 2007 contract. So unless the reassigned time was part of a grant or categorically funded, it is now in the contract (so we added Study Abroad, Umoja/3TP, English / Math Liasons all at their current amounts; Articulation at an increased amount). So these are now all contractual. All other positions/ amounts of time remained the same in this section, except for those which no longer exist or have been renamed (for example, instead of Assessment Directors we now have Assessment Coordinators).

A new Appendix E on Faculty Leadership and Governance: Senate was moved here from Article X. There is a slight increase for the presidents to a .6 and a lift on the maximum cap so they aren’t penalized when they serve as District president. An additional .2 in the fall semester was provided for curriculum chairs and the time that has been being given to the Tech Review chair for some time now is now also included. The Association’s time is in this section, too, and the amounts reflect the agreement reached by MOU prior to the start of this negotiation. Accreditation time is included here on a scale of .4-.8 (or a .2 in an off year when no reports are being written). This reflects what was done between 2007 and now. We also secured a .2 for the faculty co-chairs of Strategic Planning.

In F (formerly D) for Coordinators:

The counseling coordinator is an obsolete position and so was removed. Assessment and Program Review directors no longer exist but we do have coordinators. For Assessment, the time is .3 and a stipend; for Program Review, the time is .2 and a stipend with an additional .1 when they serve as District Coordinator. We added positions that exist but aren't reflected in the 2007 contract: STEM, CIS labs at all colleges; Foreign language Lab; Center for Communication Excellence at their current amounts of time and a stipend.

Where we were not able to secure the increases or amounts requested, please know that the door is always open for further discussion with your colleges and Association and that warranted changes can be made through MOU. In a couple of instances, the issue was not the merits of the request, but the need to consider equity among the three colleges when they have the same or similar programs. In those instances, conversations at the program level, with colleagues at the other colleges, is an important step.

#### **Appendix G: Chairs (this was formerly Appendix F)**

We collapsed the first two steps so that the minimum is now .3 for 0-24 headcount; we added an interim step of between .6 and 1.0 of .8; chairs can now go to a maximum of .6. We hope that these minor modifications will provide chairs / departments a little more flexibility. Headcount rather than FTES was determined to work to the benefit of more departments/ chairs. We added language emphasizing that chairs are faculty first, and while we did not eliminate any of the major areas of duties, the list of duties has been reorganized and recast to show primary areas of duties and to replace language like "supervise" or "guarantee" with language like provide leadership, coordinate, oversee. So for example, the language no longer reads that a chair must guarantee the integrity of programs and curriculum full stop, but says that chairs take leadership in doing so through coordinating the evaluation of part-time faculty and full-time faculty in accordance with the contract, etc.

We also added language at the end of the opening paragraph introducing chair duties: "Chairs are first and foremost faculty. To do their jobs effectively, they shall be provided by the administration with appropriate data in already usable form and given sufficient windows of time in which to complete scheduling and other essential functions."

#### **Appendices H and I: no change**

**Appendix J (formerly I)** —side letter on calendar. This was not open, but for accuracy and clarity, we adjusted language in preamble (full-time faculty, omit educational services); and did some reworking/ combining of the side letters that discuss implementation—we only ADDED one thing—the bullet at the end on counselors / librarians to provide clear, explicit guidance on how their hours are calculated and scheduled.

**Appendix K:** on Grievance (formerly J) —language adjusted to also cover the issue of faculty investigations and to ensure questions are received in a timely manner.

**Appendix L (formerly K):** Pay per Course--no change

**Appendices M, N, O, P** (formerly L, M, N, O): no change—these are historical documents that are essential to retain.

**Appendix Q:** rewritten to reflect the effective dates for this contract and specifying that salary increases will apply starting with Summer School 2015 (which begins June 22); other provisions of the contract take effect July 1, 2015.

**Appendix R:** Reflects the agreement reached on healthcare prior to the start of this negotiations.

**Appendix S:** Reflects the agreement reached on fringe (specifically retirement savings and also a reference to catastrophic leave) reached prior to the start of this negotiations.