



# Faculty Association Negotiations Update #19

## ***STRONGER TOGETHER!***

To: All Faculty

From: Joshua Christ and Herschel Greenberg, Co-Lead Negotiators

Date: 09/03/2024

We met with the District team for the 23<sup>rd</sup> time for 90 minutes on Tuesday, September 3<sup>rd</sup>, 2024.

Team members in attendance:

District: Sokha Song, Alexis Carter, Delana Miller, Francisco Dorame, and Morris Rodrigue

FANT: Herschel Greenberg, Joshua Christ, Emily Woolery, Benjamin Vu, and Robin Devitt

### **Overview:**

This was an efficient meeting with multiple documents passed back and forth at a high rate of speed. Responses were turned to Tentative Agreements (TAs) during a caucus, and everyone was committed to finishing the meeting with all remaining articles resolved. By signing the documents reported here, it will effectively conclude the 2023-2024 contract negotiations.

### **FA Responses:**

Article 8.H Tuition Reimbursement: The FA proposed a faculty tuition reimbursement program that offered additional funding to the college via FTES when faculty enrolled in classes. The District argued that FTES has been fully restored post-pandemic and is constrained by the amount of funding from the state, meaning additional professors attending the college will not increase funding to the college. The FA felt that in the interest of settling the contract, the best option was to withdraw the proposal. This article was considered new, so no changes were made to the existing contract. No TA or MOU was required.

Article 10.S/18.G.9: The FA proposed clean-up language between the two articles to resolve a possible conflict found in department meeting modalities. The District response inserted language to require all department meetings to be in person, which conflicts with current practice. Therefore, the FA felt that in order to close this negotiation cycle, the article was formally withdrawn, keeping current department meeting practices intact and the contract language status quo. No TA or MOU was required.

Article 10.R – Adjunct Rehire Rights: The FA agreed with the District regarding the need for a workgroup. The FA agreed to a small workgroup made up of 2 FA members and 2 District members. However, the FA requested additional parameters governing this workgroup, which the District accepted. The goal of the Adjunct Rehire Right

(ARR) workgroup is to generate solutions to the problems plaguing the adjunct rehire rights list by working closely with IT. The ARR workgroup will be tasked with offering solutions to both negotiation teams, not writing contract language. The District agrees that more accuracy is needed in the adjunct rehire rights list; the problem will be how to automate the collection of data needed for the list. The ARR workgroup will aim to report its findings (success and/or failures) to both negotiation teams by Dec. 13<sup>th</sup>, 2024, unless there is a mutually agreed upon extension. All proposed language in this article will return to the status quo. This agreement will be signed as an MOU.

Article 10.G.8 – Equivalent Loads: The FA agreed with the District regarding the need for a workgroup. The FA agreed to a small workgroup made up of 2 FA members and 2 District members. However, the FA requested additional parameters governing this workgroup, which the District accepted. The goal of the Noncredit Equivalent Workload (NEW) workgroup is to explore working conditions for noncredit faculty to ensure noncredit and credit working conditions are equitable. The NEW workgroup will be tasked with offering solutions to both negotiation teams, not writing contract language. The NEW workgroup will test possible solutions via noncredit faculty involvement and feedback. The NEW workgroup will aim to report its findings (success and/or failures) to both negotiation teams by Feb. 7<sup>th</sup>, 2025, unless there is a mutually agreed upon extension. All proposed language in this article will return to the status quo. This agreement will be signed as an MOU.

Article 20 – Grievances: The District agreed with the final FA changes to Article 20. Specifically, the District agreed with the subgroup parameters that will explore the inclusion of a mediation process with a report back to both negotiation teams no later than November 1<sup>st</sup>, 2024, unless extended by mutual agreement. The District had previously removed the due date constraint, but agreed to the extension by mutual agreement language. This agreement will be signed as a TA.

Appendix C – Adjunct Longevity: The District refused to budge on Appendix C. They continued to argue that they could not fund the adjunct longevity increment because they already funded the new 15-year full time increment. Therefore, the FA agreed to fully fund the 15-year adjunct longevity increment from the 2024-2025 COLA. The District had offered 1.07% COLA for 2024-2025. Based on the purchase price of \$447,393.38, the FA agreed to use .3% of that COLA to fund this proposal, leaving the 2024-2025 COLA at .77%, or state funded COLA, whichever is greater. In order to comply with CalSTRS, an additional step was added to each salary table in Appendix C and works in conjunction with the contract language proposed by the FA. This agreement will be signed as a TA.

This agreement for Appendix C is the definition of a bittersweet victory, and we made sure the District was aware of how bitter it was. The FA read a scathing response to the District's lack of equitable practices, even quoting Dr. Garcia's FLEX Day presentation regarding Equity-Minded Leadership as a contradiction to the messages the District has been sending during negotiations: equity for one group is dis-equity for another. The FA made it clear that purchasing a proposed item from a COLA adjustment will not set a precedent for future negotiations, and agreeing to this proposal in no way prevents the faculty from organizing around this issue in the future.

Article 7.A: Salaries: Based on Appendix C's agreement with the District, Article 7 was modified to reflect the change in 2024-2025 COLA, from 1.07% to .77%. The accepted language also clarifies that the amount being used to fund Appendix C is 0.3% of the 1.07%, or state funded COLA, whichever is higher. The intent language also made it clear that this does not set a precedent for future negotiations. In addition, the COLA for 2023-2024 was

already agreed to be the additional 4.11%, completing the 8.22% for this part of the negotiation cycle. Finally, it is worth noting that the COLA percentage excludes Appendix F, which is the 2% SPOT certification compensation, even though it is considered an appendix. This agreement will be signed as a TA.

**Closing Thoughts:**

There are a few moments in our lives that putting a signature on a document elicits an emotion—perhaps buying your first house or signing your best friend’s marriage certificate. For us, signing Appendix C is one of those moments, not because of the 5% longevity increment, but because the faculty demonstrated the ability to come together and operate as one, cohesive unit. This is a very important message to send to the District—true equity requires work and sacrifice, and if the faculty are willing to do it, why isn’t the District?

The next negotiations meeting is set for Monday, Sept. 9<sup>th</sup> from 12:00pm – 1:30pm, with the goal of completing the closing document that sets the agenda for the next negotiations cycle.