



# Faculty Association Negotiations Update

## ***STRONGER TOGETHER!***

To: All Faculty

From: Sandra Esslinger, Lead Negotiator

Date: 04/12/2024

This update provides our members with a very general summary of what is happening in negotiations. The specifics of any tentative agreements (TAs) will be presented at the Representative Council. Each representative will then share with the department members.

We met with the District team for the 6th time on April 12, 2024, from 9:00 am to 1:00 pm. The teams are scheduled to meet again on April 26, 2024.

Team members in attendance:

District: Sokha Song, Kelly Fowler, Tami Pearson, Alexis Carter, Francisco Dorame, Lance Heard.

FANT: Sandra Esslinger, Emily Woolery, Herschel Greenberg, Benjamin Vu, Joshua Christ, Dave Mrofka, Robin Devitt (CTA)

The overall tone of negotiations is still strained. We saw movement on Bereavement and Reproductive Loss, which we will report below. However, Article 13: Distance Learning is still very contentious.

### **District Proposals and Responses:**

Article 13–Memorandum of Understanding (MOU)\* for Regular and Substantive Interaction (RSI) in Distance Learning (DL): The first proposal for this we received on March 15, 2024. The original proposal removed the H.13 form, “Review Form for Regular and Effective DL Contact.” It also proposed to remove from the contract the following language: “The District shall not implement the RSI Certifications process (13.A.4) until...any negotiable items from the work group [re: certification of RSI] and this section of the contract is resolved between the District and the FA, after which an MOU, if required, will be executed.” With no form in the contract and without the provision above, we no longer would have had the associated workload and work environment issues resolved in the contract. The District withdrew the MOU.

The District re-proposed the MOU verbally on March 29 and in writing on April 12, with substantial additions:

- The H.13 form would be replaced with the RSI Rubric included in the contract.
- “...**educational administrators** shall complete annual RSI reviews of up to 50%, but no less than 30%, of the online courses offered.” No rationale was given as to why this proposal deviated from recommendations of the joint workgroup of the Academic Senate, Faculty Association, and District,

circumventing shared governance. It is further unclear why the District made this proposal when, at the request of the College President, the Academic Senate had formed a Taskforce on Accreditation and RSI, with recommendations approved by the Academic Senate on April 11. This proposal is administrator-driven, not a faculty-driven process. Additionally, the workload for the college is tremendous. We estimate it represents perhaps five (5) hours per review in institutional hours (reviewer and reviewed) every year in ongoing money. At a time when the District seems to be worried about their finances for new ongoing costs and has refused our financial proposals, this is very concerning.

\* MOUs at Mt. SAC are typically used to implement something immediately because of an urgent matter, but they necessitate ongoing contractual changes and are voted on in the ratification process.

\* A side-letter is used when an urgent matter arises that solves a transient problem that does not need to be added to a contract and is not part of the ratification process.

MOU Article 18.J–Evaluation of Regular Faculty: The new contract language regarding the 3-year evaluation cycle for full-time faculty had a couple of inconsistencies. We have agreed on the terms and await signatures to allow the submission of the final evaluation packet for week eight (8). The educational administrator will have until the 15th week to do their administrative evaluation. This will be implemented upon signing.

Article 16–Reproductive Loss Leave: The District responded, allowing some of the clarifying language changes we proposed and including FMLA if the criteria are met.

Article 16–Bereavement Leave: The District responded and agreed to two extra days of paid leave beyond the law, seven days total, for travel time.

Article 20–Grievance Procedures: The District proposed grievance changes to clarify some of the processes.

### **Faculty Proposals and Responses:**

Article 7–Salaries: The Faculty responded with more rationale to the district’s rejection.

Appendix A.5.–Service Increments: The Faculty responded with the percentages and increments that matched all employee groups except for CSEA 651.

Article 10.M.4–Department Chair Election Procedure: The Faculty proposed a clear set of department-driven (as opposed to division-driven) procedures that allow department discretion.

Article 10.S–Adjunct Participation in Departments (Clean-up): The Faculty proposed clean-up because the modality of department meetings differed in several areas in the contract due to a past contractual update.

**The Faculty Association Negotiation Team is working hard to protect our profession! If you wish to support negotiations, please contact our organizer, Loni Nguyen, at [askme@loni.net](mailto:askme@loni.net). United We Are Stronger!**