



# Faculty Association Negotiations Update #6

## ***STRONGER TOGETHER!***

To: All Faculty

From: Sandra Esslinger, Lead Negotiator

Date: April 26, 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 7th time on April 26, 2024, from 9:00 am to 1:00 pm.

Team members in attendance:

District: Sokha Song, Tami Pearson, Francisco Dorame, Lance Heard

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

We had two agreements on MOUs: bereavement and reproductive loss leave. The district has not responded to Salary and Longevity Steps to date. The state-funded COLA for this year was 8.22% of which we have yet to receive 4.11%. Additionally, we asked for the same longevity steps all other units have at Mt. SAC. We would like the faculty to understand that the academic year 2023-24 was a great financial year of ongoing monies for Community Colleges. Academic year 2024-25 does not look as bountiful, but there is still ongoing money proposed for next year. We cannot leave COLA + on the table this year, or the faculty will lose their spending power.

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

FA Response to Article 13-Distance Learning: As a result of the FA concerns about the management proposals that create more management supervision, increase workload, reduce pay, and assert control over faculty purview. We are concerned that the District is using accreditation to leverage its proposals. The FA responded to all of the District Proposals regarding Article 13. In light of the “Senate Taskforce—Accreditation and RSI” report approved by the Academic Senate on April 11, 2024, detailing the “Specific and Achievable Recommendations from the Academic Senate for Addressing RSI,” the FA proposed a package offer to conclude all negotiations related to Article 13.

This package proposal included a Side Letter\* for Phase 1, allowing the Academic Senate and faculty to begin immediately addressing RSI, and an MOU\* for Phase 2 for ongoing review of RSI to be included in the contract.

The proposal includes a faculty-driven process, with faculty reviews and peer evaluations in the contract. Additionally, the FA proposed that the merging of courses shall be allowed, and no double-ticket courses will be offered in a distance learning format. Contract language would otherwise remain the same, except for an RSI review process, which is included in SPOT and SPOT recertification, as the Senate recommends.

In brief, the faculty is rejecting the District's proposed items. [Follow this link](#) to view excerpts of the District proposals regarding Article 13.

- Management pulling 30-50% of asynchronous classes and doing the RSI reviews
- Assignment of DL courses is the purview of management and is not voluntary
- Management evaluating DL classes
- Merged shells are double-ticket courses (not paid as 2 courses, but as 1.25)

### **District Proposals and Responses**

Article 8 – Contract Benefits: The District proposed revisions to the retirement benefits to add language regarding Medicare benefits requirements.

### **Discussion**

10.M.4 – Department Chair Elections: The District requested discussion to clarify some of the issues regarding the chair election process the FA proposed.

### **Agreements:**

MOU: Article 18.J – Evaluation of Regular Faculty: We have agreed on the terms 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.

MOU: Article 16 – Bereavement Leave: The district responded and agreed to two extra days of paid leave beyond the law (7 days total) for travel time.

MOU: Article 16 – Reproductive Loss Leave: The District Responded, allowing some of the clarifying language changes we proposed. We are requesting that an additional circumstance is allowed as it is in the spirit of the law.

The Faculty Association Negotiation Team is working hard to protect faculty and 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!

\*Note: Side Letters are executed when you have an agreement that is not meant to set precedent and will not put the language into the contract. Memorandums of Understanding (MOUs) are executed when you wish to make a change to contract language that will immediately go into effect. MOUs will be voted on as part of the negotiation package.