



Faculty Association Negotiations Update #12

STRONGER TOGETHER!

To: All Faculty

From: Sandra Esslinger, Lead Negotiator

Date: 05/19/2023

This update is to provide our members with a very general summary of what is happening in negotiations. The specifics of the TAs will be presented at Rep Council. Each representative will then share with the department members.

Negotiations were held on May 19, 2023 from 9:00 am – 1:00 pm.

Updated information on Article 7 Salaries:

For context, please refer back to Negotiation Update #11. Salary negotiations are ongoing.

The District amended their proposal of 6.56% COLA for 2022-2023 retro to July 1, 2022 to include a proposed 4.11% COLA for the 2023-2024 contract year effective July 1, 2023, with the remaining 2023-2024 COLA to be negotiated after February 2024. (This is not a guarantee of full COLA, but a reopener to negotiate.) This offer has not yet been accepted by the Faculty Association as we are asking for COLA+ %'s and not a loan from next year's COLA.

Management contract renewals and amended job classifications have appeared on Board of Trustees agendas with increasing frequency this academic year. In December, three executive vice presidents and the provost had their contracts reset and renewed through June 2026, guaranteeing them continued employment under the incoming president (or a financial settlement if let go). At May's Board of Trustees meeting, other management positions were reclassified. Despite having already received 6.56% COLA for the 2022-23 academic year, nine managers were elevated on average nearly four steps up the pay scale, with the potential of a double-digit salary increase on top of the COLA they had already received.

For faculty, however, the District continues to reject COLA+. The 4.11% COLA for the 2023-24 contract year the District is now offering is not a raise and would undoubtedly be matched for managers in the future.

The District:

Appendix A.5: Service Increments (District Proposal): The District amended its Service Increment proposal. Currently, the initial service increment is earned after serving five (5) or more years at the maximum step on any column. The District proposed a 10-year service increment in lieu of five (5) or more years at the maximum step on any column. The FA will respond at a later negotiations session.

Appendix F: Skills and Pedagogy for Online Teaching (SPOT) Certification (District Response): The District responded to the FA's proposal with \$1,000 for SPOT initial certification and an increase from 1% to 2% to faculty who are SPOT certified or equivalent. Those who were previously SPOT certified shall receive the difference between the proposed \$1,000 and what they previously earned. (The FA countered again later in the negotiations session. See below.)

Article 16.M: Banked Leave (District Response): The Faculty Association and District are nearing agreement on this proposal, which clarifies the criteria for utilizing banked leave.

Appendix E: Reassigned Time for Special Assignments (District Proposal): The District proposed a pool of reassigned time up to six (6) LHE total for faculty serving as pedagogical and technical support for remote instruction.

The Faculty Association:

Appendix A.9: Column Crossover (FA Proposal): The FA proposed a simpler process for determining column crossover and reverting back to contract language that counts undergraduate college courses and District sponsored workshops towards column crossover.

Appendix A.6: Professional Growth Increment Incentives (FA Response): The Faculty Association responded to the District's proposal by adding a second Professional Growth Increment. Additionally, the FA proposed changes meant to simplify and facilitate the process for earning the Professional Growth Increment

Appendix F: Skills and Pedagogy for Online Teaching (SPOT) Certification (FA Response): The FA offered a same-day response to the District’s response (see above). The FA responded with their original proposal which was a more substantial incentive. However, the FA offered that: “If the District faces hardship related to the Student Centered Funding Formula in the future that is directly related to this cost, the FA agrees to meet and negotiate.”

Memorandum of Understanding (MOU) Signed:

10.A.: Workload (Remote Work): The FA is pleased to announce that 10.A was amended to include Remote Work. Specifically, it provided the parameters for Remote Work for Librarians, Counselors, and Instructional Specialists. A workgroup will be formed to draft expectancies and evaluations for remote work to be negotiated.

Tentative Agreements (TA) Pending:

10.R.1: Adjunct Professor Rehire Rights, Seniority Lists (Faculty Proposal): SPOT certification will not count as expertise when scheduling adjunct faculty.

16.K.2.b: Sabbatical Leave (Faculty Proposal): The FA and the District have agreed that sabbaticals will be allowed in 6-year increments with the 7th year being a sabbatical. Changes were made to sabbaticals to make them more accessible to faculty on all parts of campus; therefore, sabbaticals will be funded at 100% going forward, instead of 80% of salary.

The next negotiation meeting is set for June 2, 2023.

Please direct any questions or concerns to Emily Woolery, President (erwoolery@gmail.com) or Tamra Horton, Vice President (t.horton.fa@gmail.com).