





YEAH, I'M A FIRE FIGHTER
Negotiating
with the public



The Contract

Academic Employees Master Agreement, 2018-2021

Articles NOT changed

- Article II Effect Of Agreement
- Article III Severability
- Article V Recognition
- Article VII Management Rights
- Article VIII Negotiation Procedures
- Article IX Unit Stability
- Article XII Board Policies
- Article XIII Reopener Clause
- Article XVI Part-Time Faculty
- Article XVIII Personnel Files
- Article XIX Transfers
- Article XX Travel
- Article XXI Safety
- Article XXII Lay-Off Procedures
- Article XXIII Discipline Procedures
- Article XXIV Federal And State Statutes Regarding Harassment And Discrimination
- Article XXV Grievance Procedures
- Article XXVIII Workload Banking Program
- Article XXIX Leaves



Article I: Agreement


- Three year contract:
 - July, 2018 to June, 2021

Article IV: Definitions

- Defines an FTE day as 7.2 hours
- Creates “Mutual Agreement” disagreement resolution process
- Distinguishes “Load” from “Workload”
 - Load: instructional assignment
 - Workload: total contractual assignment, including load, overload, extra duty days and stipend or reassigned activities
- Minor language changes and deletion of obsolete terms



Article VI: Association Rights

- Specifies District-provided information about faculty members
 - Specifies conditions of Association-related leaves
 - Defines Association's role in new faculty orientation
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Article X: Organizational Security &

Article XI: Professional Dues and Payroll Deductions

- Eliminates “Fair Share”
- Shifts membership monitoring processes to the Association



Article XIV: Assignment, Contract Year, Hours of Service, and Professional Duties

- Defines process to resolve office hour scheduling disputes.
 - Requires Title IX and unlawful discrimination prevention training every two years (with pay for part-time faculty)
 - Other non-substantive language changes
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Article XV: Workload

■ Part-time “Priority Rehire Eligibility”

- Begins fall 2020
- Establishing eligibility
 - An assignment for three of previous six semesters
 - Two consecutive satisfactory evaluations
- Maintaining eligibility
 - Maintain satisfactory evaluations
 - Maintain regular employment


Article XV: Workload

➡ Part-time “Priority Rehire Eligibility”

- Assignment entitlement depends on previous four semesters average assignment
 - Six or above average LHE/Assigned hours
 - Entitled to six LHE or assigned hours
 - From three to six average LHE/assigned hours
 - Entitled to three LHE or assigned hours
 - From one to three average LHE/assigned hours
 - One section or one assigned hour
- Subject to section availability



Article XV: Workload

- Part-time faculty members employed for more than 75% of a full load during a semester will be paid from the full-time salary schedule, with benefits.
 - Part-time faculty members will be paid for the first week of instruction if a section is canceled less than a week before it is scheduled to begin.
- 



Article XV: Workload

- Part-time (and overload) library, counseling and Learning Disability specialist faculty members will be loaded at 2:1
- CWE compensation increases to .18 LHE per student per term

Article XV: Workload

- The lowest tier of the Department Chair compensation table will be collapsed upward
- Intellectual property rights:
 - Intellectual property developed by faculty members belongs to faculty members except
 - “Works or inventions for hire” belong to the District
 - The District has the right to recover “extraordinary support” from profits
 - Course outlines, administrative policies, promotional material belong to the District
- Reorganized and non-substantive changes for clarity



Article XVII: Evaluations



New evaluation instrument

- Much more detailed

- Five levels:

- 5—Exemplary
- 4—Exceeds Standards
- 3—Meets Standards
- 2—Partially Meets Standards
- 1—Unsatisfactory

Article XVII: Evaluations

➡ All faculty evaluations

○ Include a peer review element

- The faculty member under evaluation selects a faculty peer to review student evaluations
- The faculty peer submits a signed verification of student evaluation review and discussion


○ “Non-substantive errors” not grievable

Article XVII: Evaluations

- Tenure Review process
 - Allow probationary faculty member to replace mentor
 - Create provision for replacing unavailable TRC member
 - Allow for a “performance improvement plan” in any substandard category



Article XXVI: Bonded Sabbatical and Professional Development

- The Sabbatical Committee will consist of “up to” one faculty member from each division/school, plus college and district administrators
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Article XXVII: Benefits

- Part-time health insurance allowance
 - Beginning fall 2019
 - Only for those without insurance coverage through other means
 - Allowance
 - \$381,000 per semester/qualified part-time faculty
 - Up to \$500 maximum

Article XXVII: Benefits

■ Part-time health insurance allowance

○ Qualification criteria:

- Assigned 12 LHE or equivalent during the 12 months previous to the current semester, including summer
- Held an assignment for five semesters during previous three years, **not** including summer
- Assigned 3 LHE or equivalent during current semester
- Provide proof of insurance and a signed affidavit verifying lack of other coverage

No
Change



Article XXIX: Leaves

- Update to follow current law
 - family illness leave
 - Paid Parental Leave
- Clarifies part-time sick leave accumulation
- Clarifies personal necessity leave
- Bereavement leave increases to five days for specific immediate family members
- Increase legislative leave to twelve years

Article XXX: Wages

- ➡ Raise for all faculty:
 - 2018-19: 2.71%
 - 2019-20: 2.57%
 - 2020-21: 2.67%
- ➡ If COLA exceeds raise, we will renegotiate

Article XXX: Wages

➡ Parity ratios:

- Part-time classroom faculty
 - 2018-19: 57%
 - 2019-20: 57.2%
 - 2020-21: 57.3%

Article XXX: Wages

➡ Parity ratios:

- Non-classroom part-time and full-time overload faculty
 - 2018-21: 48.6%
- Full-time overload classroom faculty
 - 2018-19: 48.95%
 - 2019-20: 49.1%
 - 2020-21: 49.15%

Article XXX: Wages

- ➡ Compensation increase over contract


Full-time/ Part-time non-classroom	Part-time classroom	Overload
2.71%	5.38%	3.44%
5.35%	8.45%	6.30%
8.16%	11.59%	9.52%

Article XXX: Wages

- Revises previous instructional experience credit for new hires
 - 0-5 years: placement on step 1
 - 6 years: placement on step 2
 - 7 years: placement on step 3
 - 8+ years: placement on step 4
- Clarifies prior non-instructional occupational experience initial credit



Article XXXI: Retired Faculty Benefits

- Revise reduced workload option to match law changes
 - Caps annual cost increases for dependents at 10%
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The Ratification Process

- ➡ **Publish the proposed contract**
 - By January 21st
- ➡ **Present the contract to the faculty**
- ➡ **Adoption by Faculty Association Representative Council**
 - February 4th
- ➡ **Ratification by Faculty Association membership**
 - February 5th-11th



Questions?

A person is captured in mid-air, performing a backflip over a large, intense fire. The fire is bright orange and yellow, with thick black smoke rising from it. The person is silhouetted against the fire, creating a dramatic visual. The background is dark, making the fire and the person stand out.

**Thank
you!**