

On Friday, December 1, the District stated its opinion that the negotiations process has broken down to such an extent that the teams cannot on their own successfully reach agreements on unresolved issues. The District team first requested that AFA partner with it in contacting PERB to initiate impasse proceedings. The AFA team replied that, while we acknowledge that negotiations have been very difficult, the teams have reached agreements this fall, we believe that the teams have continued to do solid work, and we do not believe the teams to be at impasse. However, the District stated its decision to contact the Public Employment Relations Board (PERB) on its own, to request PERB to begin impasse proceedings. This process may include mediation, fact-finding, and a declaration of impasse. Immediately after leaving the negotiations meeting on Friday afternoon, the District team emailed the faculty to inform them of its decision to contact PERB.

At our General Membership meeting on **Tuesday, December 5, from 3:30 to 5 p.m.**, the AFA negotiations team will again review the status of key items that we have been working on in negotiations (see the summary below). Tuesday's meeting provides an opportunity for questions and discussion, and for AFA to hear from the faculty. Our goal is for the faculty to be fully informed about the status of negotiations: what we are trying to achieve on behalf of faculty; the context and rationale behind negotiations items that may not be apparent from reading the summary; and the details of the District's offer.

In addition to the General Membership meeting on Tuesday, we are available to meet with you and your departments. Please contact the AFA office if you would like to invite members of the negotiations team to visit. The AFA negotiations team is also holding "office hours" at the AFA office; please stop by to talk with us.

Summary of the Status of Negotiations between AFA and the District

If you don't have time to read the entire summary, here are the key points:

AFA is attempting to negotiate the following:

- Contract language that articulates our legal rights to negotiate on behalf of faculty interests on matters within AFA's purview. AFA desires to put a stop to the District's illegal direct dealing with the faculty, and with committees with faculty membership, as the District works on policy and procedures that it is legally required to bargain;
- Restoring compensation for faculty members who perform an excessive number of faculty evaluations in a given year, or who are willing to serve on evaluations and tenure review teams outside their departments;
- Ensuring that the District engage with AFA, as required by law, in determining fair compensation for faculty members who perform assignments that are outside their normal job duties;
- Completing negotiations on a Progressive Discipline article in order to ensure that faculty members' and AFA's legal rights are acknowledged, and to establish disciplinary

procedures that preserve the dignity of the increasing number of faculty members who are being subjected to undefined, punitive, capricious, and secretive disciplinary processes;

- Preserving a fair, competitive salary formula that makes it possible to attract and retain a high-quality faculty, and that enables those faculty members to support a middle-class life in Sonoma County;
- Working with the Academic Senate to redefine the role of DTREC (the District Tenure Review and Evaluation Committee) by creating and clarifying a strong evaluations process that better serves departments and provides a fair, transparent process for faculty evaluatees. AFA seeks to apply existing contractual provisions regarding interpretation of contract language, grievance, and evaluation criteria as these apply to evaluations and tenure review now that these concessions (“waivers”) have expired;
- Providing contractual language that clearly defines departmental and faculty roles in shaping their online programs, and assessing and approving the disciplinary content and pedagogy of their online offerings. AFA also recognizes the District’s very real interests regarding fiscal vulnerabilities, ADA compliance, and accreditation as they pertain to online education;
- Implementing agreed-upon compensation for faculty members who convert(ed) existing online, hybrid, and web-enhanced courses to Canvas;
- Implementing lab equity in accordance with the provisions finalized in Spring 2017.

The District’s November 3, 2017 package proposal:

- Would implement a one-year contract;
- Refuses to negotiate and agree to contract language acknowledging its legal responsibility to refrain from direct dealing and from utilizing committees to do policy work on matters that the District is required to negotiate with the union;
- Refuses to extend the pilot program that compensated faculty members who performed more than three evaluations per year or who served on out-of-department tenure review teams;
- Refuses to agree to language acknowledging its legal responsibility to negotiate compensation for faculty members who perform duties outside of their job description;
- Refuses to honor its stated agreement to return to temporarily suspended negotiations on a Progressive Discipline and Due Process article and, in fact, seeks to eliminate the article title and replace it with “Placeholder”;
- Eliminates in perpetuity the Rank 10 formula, takes back the raise implemented this year, and reinstates the Spring 2017 salary schedule for Spring 2018, resulting in elimination of the faculty’s 3.17-percent raise for this year;

- Offers a salary for next year—Fall 2018-Spring 2019—that would result in reducing compensation from this year to next: 2018-19 salaries would be approximately 4.6 percent less than Rank 10 (estimate based on preliminary salary study data and assuming a 1-percent COLA for next year);
- Refuses to recognize AFA’s interests in making changes to DTREC’s committee charge so that existing contractual provisions regarding contract interpretation, grievance, and evaluative criteria apply;
- Provides, per an agreement between AFA and the District, compensation to faculty members who convert(ed) their online courses to Canvas;
- Provides for Lab Equity movement, similar to the provisions negotiated by AFA and the District;
- Upon its expiration at the end of this academic year, eliminates the current Extended Lecture pilot, with its preferred reader support and load enhancements, and reinstates the previous “Medium Lecture Load” and “Large Lecture Load” program.

For more detail, read the summary below:

Article 1: Agreement to the Contract.

Duration of the Contract. This article states the duration of each contract. Each of the last several AFA-District contracts had a three-year duration, and the District’s current package proposal specifies a one-year contract, effective retroactively to July 1, 2017, through June 30, 2018. Note that although the District states that it wants a one-year contract, its salary proposal (Article 26) is for two years: this year and next. See Article 26, below.

Scope of Bargaining, Direct Dealing. Also pertaining to Article 1, AFA has been attempting to negotiate contract language that would represent the District’s acknowledgement of laws that compel it to bargain with AFA on all matters within AFA’s purview before and instead of engaging with committees and faculty bodies (for example, the Academic Senate) in work on negotiable items. For approximately ten years, the District has been using the policy process to weaken the faculty and the faculty’s control over matters traditionally and/or legally within the faculty’s purview: matters pertaining to academic freedom, disciplinary expertise, faculty evaluations, curriculum, academic programs, and more. Much of this work is being done in committees with faculty membership, which constitutes “direct dealing” between the District and the faculty on matters that should be decided in negotiations. It is the faculty union, not the District, that has the legally protected right and duty to represent and advocate for faculty interests in these matters. Addressing each instance of the District’s direct dealing wastes time that AFA could be otherwise using to address pressing faculty needs, and we are committed to negotiating provisions that would alter District behavior in this respect.

Article 14B: Adjunct Faculty Evaluations. When a contract expires, most of the contract remains in force. One exception to this is that provisions with a sunset date expire. Article

14B included a pilot program that expired at the end of the last academic year; that pilot program provided for compensation for faculty members who either perform more than three evaluations in their own departments or volunteer to serve on evaluation and tenure review teams outside of their departments. AFA is interested in making that program permanent so that faculty members are compensated for work that is above and beyond their contractual workload, and we had been engaged in discussions on this matter with the District. The District's package proposal categorically rejected the possibility of restoring this program.

Article 17: Job Descriptions. AFA has been attempting to negotiate language that represents the District's acknowledgement that it cannot unilaterally determine the compensation for special assignments that faculty members perform outside of their regular job descriptions. Labor law clearly articulates the relationship between the job description, corresponding workload, and compensation, and that this relationship is within the mandatory scope of bargaining. The District has repeatedly and unilaterally determined the compensation for faculty members who are performing special assignments—for example, working in learning communities. The District has conflated its right of assignment, which, per Ed Code, allows it to choose which faculty members are *assigned* to specific tasks, with the right to determine compensation for these assignments, which it does *not* have. AFA has been fighting hard for clear language that represents the District's acknowledgement that it must negotiate with AFA to determine job descriptions, corresponding workload, and fair compensation for faculty members who take on special assignments. The District has refused. While the number of faculty affected by the District's actions in this regard is small, the exploitation of those faculty members and the violation of the union's rights are egregious.

Article 23: Progressive Discipline and Due Process. As with the issue of compensation for special assignments, above (Article 17), very few faculty members are affected by the status of this article. However, for approximately a decade, increasing numbers of faculty members have been investigated, put on paid administrative leave, and disciplined; and those faculty members who have been subjected to these experiences report feeling terrified, confused, abused, and disrespected by the process. AFA's goals in negotiating this article include language describing existing faculty and union rights in disciplinary matters as well as defining a process that preserves the dignity of all involved. Our belief is that, while being subjected to a disciplinary process may result in punitive consequences, the process itself does not have to be punitive.

Since AFA was formed, Article 23 has appeared in the Contract by number and title only: Article 23: Progressive Discipline and Due Process. The District's package proposal states that the title of the article would change to "Placeholder." In proposing this, the District team is completely reneging on Dr. Chong's agreement, in 2012, to direct his team to negotiate a progressive discipline article, as well as the District team's stated agreement, reached with the help of a hired negotiations facilitator in Spring 2017, to persist in progressive discipline negotiations beginning this fall. The District has refused to partner with AFA, as promised, in even putting this article on an agenda. The District is negating almost seven years' worth of

difficult and expensive work on this article by its stated intention to completely dispense with even the concept of an article on discipline.

To read AFA's detailed account of the history of negotiations on Article 23, click [here](#).

Article 26: Salary Schedule Development. The District seeks to eliminate the Rank 10 methodology, which predates AFA and the AFA-District Contract. "Rank 10" refers to the process for determining the contract faculty salary schedule; any increases to the contract faculty schedule ripple through to all of the hourly schedules. Although the Contract expired on June 30, the law says that, with a few exceptions, an expired contract remains in force until a new contract is settled or until impasse proceedings reach the point at which an employer can impose its "last best offer." Therefore, Rank 10 is currently in effect, despite the District's efforts last spring to eliminate it and implement in its place a new salary formula that would have resulted in no salary increase at all this year.

Because Rank 10 is in effect, our current faculty salary schedules represent an increase of approximately 3.17 percent over last year's schedules despite the District's efforts, in Spring 2017, to negotiate no raise for this year. The District's current "offer" is to eliminate Rank 10 and, effective January 2018, revert this year's salary schedules to last year's schedules. In other words, the 3.17-percent increase we currently have due to the Rank 10 formula would go away at the end of this semester, and the Spring 2018 increase when compared to last year's salaries would be *zero*.

The District's email to the faculty on December 1 claimed that its salary offer "includes terms which equate to a salary schedule/compensation increase that is slightly higher than what SEIU negotiated and the management team received." If our raise would disappear and the Spring 2018 salary schedules revert to the Spring 2017 schedules, you may be wondering about the District's "slightly higher" language. When you average 3.17 (fall) and zero (spring), you get a 1.585-percent increase over last year's salaries. SEIU bargained for a 1.56-percent raise for this year, which accounts for the District's claim that it proposed to faculty a salary increase greater than the one that SEIU got.

Further, the District's November 3 package proposal stated that next year's salaries—for 2018-2019—would see a 1.56-percent increase over 2016-2017 salaries. To recap: the District's offer is that the raise we received this semester would go away; our overall salary for this year would be, on average, 1.585 percent higher than last year's salaries because of the 3.17-percent increase for the Fall 2017 semester; and the salaries for next year would be 1.56-percent higher than last year's salaries, which are *lower than this year's salaries*.

It's important to note that "Rank 10" implies that SRJC faculty receive the tenth-highest pay among the California Community Colleges, but our actual ranking is closer to eighteenth or nineteenth place. This lower, actual ranking is due to excluding from the calculation approximately ten colleges that have a special funding situation or exceptionally high salaries, and AFA and the District have agreed not to compete with these districts.

Article 30: Tenure Review. For approximately two years, AFA and the District have been engaged in discussions about changes to DTREC, the District Tenure Review and Evaluation Committee. AFA seeks to eliminate from DTREC's committee charge several items where there is a need for increased protection of faculty rights: matters of contract interpretation in evaluation and tenure review matters; matters related to grievances; matters potentially related to discipline (for example, a team member's demonstration of bias or failure to fulfill obligations); and extra-contractual expansion of evaluative criteria through its creation and approval of evaluations and tenure review forms. AFA's legal counsel has advised us that these aspects of DTREC's charge are, in fact, waivers of union rights, and that such waivers are among the provisions that expire when a contract expires. AFA is therefore reclaiming these prerogatives, representing Academic Senate interests as we ensure that our evaluation and tenure processes are of the highest quality, and protecting faculty interests. As DTREC's role is addressed in Articles 14A: Regular Faculty Evaluations, 14B: Adjunct Faculty Evaluations, and Article 30, the DTREC revisions that AFA has been arguing for in its Article 30 negotiations would ripple through to Articles 14A and 14B.

Article 31: Working Conditions. AFA has been advocating for fair and reasonable working conditions for our colleagues teaching online and hybrid courses, and to ensure that the faculty and the departments are making all decisions touching on faculty rights, obligations, and prerogatives regarding our online programs, approval of disciplinary content, and assessment of online course pedagogy. AFA has also made very clear to the District that we are sympathetic to its interests regarding its fiscal liability, and concerns about ADA compliance and accreditation. While insisting on contractual provisions to protect its own interests, the District has, unfortunately, rejected AFA's interests and refused to negotiate provisions protecting the faculty's rights and responsibilities regarding academic programs, curriculum, and pedagogy.

Article 32: Workload.

Compensation for Converting Courses to Canvas. AFA and the District have negotiated an agreement that faculty members who converted their online, hybrid, or web-enhanced courses to Canvas will be compensated for this work. The compensation factors (see below) were finalized last year, and the District has included this compensation in its package proposal. Remember: the package proposal is all or nothing: as the District's offer is currently structured, accepting its terms and realizing the Canvas compensation would result in loss of the 3.17-percent salary increase that became effective this semester. (Note: This negotiations item pertains to Article 32, but the District's package offer lists it under Article 26: Salary.)

Canvas conversion factors: for a fully online course, 3.33 hours of pay at the base hourly rate for each unit of the course; for a hybrid course, 2 hours of pay at the base hourly rate for each unit of the course; and for a web-enhanced course, 1 hour of pay at the base hourly rate for each unit of the course.

Lab Equity. The District’s package proposal reflects very closely the provisions that the teams agreed to when finalizing Lab Equity negotiations last spring: a new “floor” of .75 equity rates for all credit labs, effective Fall 2018; movement to .80 for all courses placed at the .80 and 1.0 tiers, effective Fall 2019; and movement to 1.0—full equity—for all lab courses placed at the 1.0 tier. The District proposal states that its offer of full implementation by Fall 2020 is “earlier than the previously agreed date of Spring 2021,” but this is not correct as, last spring, the teams had agreed that full implementation would occur by Fall 2020 as mid-year implementation was problematic for both the District and departments. The District’s Lab Equity offer differs from the AFA-District agreement in the movement that the District has proposed for Fall 2019 (the joint agreement states that the movement to .80 and 1.0 will occur together and in Fall 2020 unless certain contingency language is met in the form of additional money to the District, which would allow implementation of the .80 and 1.0 tiers in a fall semester earlier than Fall 2020).

Extended Lecture. The Extended Lecture (EL) program is a pilot that determines reader support and enhanced levels of compensation for faculty members teaching very large classes. The pilot expires at the end of this academic year. While faculty members teaching EL courses report ways in which they believe the program can be improved to make it fairer and more attractive, they are adamant in rejecting a return to the pilot that preceded the EL program (the former “Medium Lecture Load” [MLL] and “Large Lecture Load” [LLL] pilot program). AFA is interested in preserving and extending the existing pilot program for a period that would allow a reasonable amount of time for the teams to negotiate improvements to the EL program. AFA believes that improvements to the enhancement and reader support structure would make the program more desirable to the faculty, and strengthening and expanding the program would help the District to improve its productivity rate, which supports the District’s fiscal health. The District’s package proposal states that after the current EL pilot expires, the College would return to the MLL and LLL program that preceded it.