



Dear Colleagues—

Many thanks to the faculty visitors who joined us at the AFA Executive Council meeting on May 10. As many of you now know, AFA and the District have not yet reached agreement on a Tentative Agreement. At last week's Council meeting, AFA informed the faculty who were present about the current state of negotiations—what has been resolved, and what the two teams were, as of May 10, still working on. The summary, below, reflects that report as well as new agreements reached since the May 10 meeting.

AFA and the District met on May 12 and will meet again on May 19. The two teams are committed to reaching a final agreement. However, several timeline constraints make a Spring Tentative Agreement unfeasible: the AFA Constitution's requirements pertaining to the completion of negotiations and scheduling the general meeting at which the Tentative Agreement is presented to the faculty; the time needed for balloting; and the need to conduct balloting during the instructional weeks of a semester (not finals) to increase faculty participation in the ratification. Due to these constraints, the teams have determined that the agreement will be finalized at the beginning of the Fall 2017 semester, with a general meeting and balloting to follow soon after.

AFA will hold its Spring 2017 General Meeting on Wednesday, May 24. At that time, we will provide further information on the status of this year's negotiations. We hope that you will attend.

Here's an update.

Unresolved items

- **Article 1: Agreement to the Contract.** Historically, adjustments to Article 1 have been mostly a formality, simply determining the inclusive dates for the life of the new Contract. The past three contracts have been three-year agreements, and AFA will be attempting to negotiate for another three-year contract. The District is suspending its decision in this matter pending the outcome of salary negotiations.
- **Article 7: Definitions.** The teams update Article 7 as necessary, to reflect changes to terminology used in the Contract, Ed Code, or law.
- **Article 26: Salary Schedule Development.** The teams have engaged in robust conversations for the past several meetings; we are still far apart but continue to talk. The May Revise saw some improvement over the Governor's budget draft released in January. Both COLA and base apportionment are up, which is good news. Both AFA and

the District continue to be concerned about huge categorical allocations from Sacramento—in the case of this year’s budget, \$150 million to the system that can be used only for “guided pathways.” Such categorically funded programs—first for student success, then for equity, and now guided pathways—represent approximately half a billion dollars to the CCC system over the last several years; these increases to categorical funding have been instead of—not in addition to—the increases needed to support basic, ongoing expenses of the colleges. Categorical funding for such special programs not only diverts much-needed resources from existing student and employee needs. Ultimately, categorical funding for these special programs is an expensive and ineffective pursuit of an elusive panacea intended to “solve” the “problem” that educating millions of students, many of them underprepared for college, costs money if it is to be done well and right.

- **Article 13: Department Chairs and Coordinators.** For some chairs and coordinators, the compensation does not appropriately reflect actual workload. AFA and the District have been discussing three specific issues related to chair and coordinator compensation: 1) additional compensation for chairs and coordinators whose reassigned time is not adequate for performing all of the regular duties of the chair or coordinator job descriptions in Article 13; 2) amendments to current provisions for increased compensation for chairs and coordinators performing special assignments (as opposed to regular chair or coordinator job duties); and 3) addressing what AFA sees as an egregious misalignment of compensation and workload for many CTE coordinators.

The teams have made progress on the first and third issues. Regarding the first, we have negotiated a mechanism for additional compensation for chairs whose reassigned time is not adequate for performing all regular chair duties (AFA is hoping to negotiate a similar provision for coordinators); regarding the third issue, we have agreed to a CTE coordinator workload study, a first step toward negotiating more reasonable compensation. For information about these two agreements, see “Agreements,” below.

The second **Article 13** compensation issue for chairs and coordinators pertains to “special assignments.” Due to the special nature of certain departments, some chairs and coordinators perform tasks that are not included in the department chair or coordinator job descriptions and that are therefore not reflected in compensation. §13.03.D currently includes language that may be used to provide compensation for such special assignments. AFA is interested in negotiating two slight amendments to that language—one that states that it should be the faculty member who determines whether the additional workload will be compensated or applied to the College service requirement (the current language is silent on the question of who makes this determination), and a second that brings the provision more tightly into compliance with labor law, clearly articulating the joint roles that AFA and the District have in conversations about faculty compensation.

- **Article 14B: Adjunct Faculty Evaluations.** AFA and the District have a soft agreement to roll—with some restructuring and rewriting to clarify the provisions and their implications—the current pilot program that allows contract faculty members to perform additional evaluations for compensation, and to perform such evaluations in either their

own or other departments that have trouble keeping up with the evaluation workload. Both the District and departments have an interest in completing all required adjunct faculty evaluations (this is especially critical in years when SRJC is up for accreditation renewal), and AFA is interested in solutions to this problem that do not add to contract faculty workload without appropriate compensation.

- **Article 30: Tenure Review** (with ripples to Articles 14A and 14B). AFA has an interest in amending the Contract language that describes the charge of the District Tenure Review and Evaluations Committee (DTREC). For years, DTREC has been serving the evaluation processes in many ways, some of which we believe would be better addressed by realigning those processes with relevant articles of the Contract. AFA wants to ensure that matters related to grievances (Article 11), discipline (addressed by law and Ed Code), and interpretation of the Contract (Article 6) are addressed according to these established provisions. We are also discussing AFA's concern that new forms approved for evaluations and tenure review have sometimes created extra-contractual criteria on which faculty members are being evaluated, which results in inadvertent violation of the Contract.
- **Article 31: Working Conditions.** The District has an interest in ensuring that data is available to auditors when and if SRJC's online classes are audited for purposes of verifying apportionment from the State or compliance with laws (such as accessibility laws). AFA acknowledges this interest on the part of the District, and in bargaining on this issue AFA is concerned with required changes in working conditions and their impacts on faculty workload, academic freedom, and pedagogical flexibility. Also, as one focus of an audit of online classes pertains to maintaining records of student grades, the teams are considering a possible, minor adjustment to record-keeping requirements in Article 17: Job Descriptions.

Agreements

- **Art 10: Benefits.** Per Contract, since the insurance rate increases for the Kaiser HMO option came in below ten percent, there will be no benefits negotiations this year. Current provisions will roll to the new Contract.
- **Article 13: Department Chairs and Coordinators.** Regarding the issue of additional compensation for chairs whose reassigned time is inadequate for all regular chair duties, the teams have reached an agreement. Chairs who have exhausted their reassigned time for the semester but have additional chair duties to complete will so inform the District, specifying the task and the number of hours required to complete it. If the District approves the chair's request, the chair will be compensated at the **base hourly rate** for those duties. If the District does not approve the request, the chair may, of course, elect not to perform the task, and the District may choose to perform it. AFA is hoping to negotiate a similar provision for coordinators.
- Another area of negotiations pertaining to **Article 13** addresses the CTE coordinators, many of whom are particularly affected by high workload and inadequate compensation.

AFA and the District have agreed to a CTE coordinator workload study that will take place next year. The results of that study will inform future negotiations about compensation for CTE coordinators.

- **Article 14B: Adjunct Faculty Evaluations.** Earlier this year, the State legislature passed a new law, SB 1379, requiring community college districts to negotiate specific provisions for part-time (adjunct) faculty members. Our Contract already addresses all but one of the provisions that SB 1379 requires, which is a definition of what constitutes termination for part-time faculty. AFA and the District have agreed to use the SB requirement as an opportunity to create much-needed clarity and consistency between Articles 14B and 16 (Hourly Assignments). Article 14B says that when adjunct faculty members receive an “Improvement Needed” rating in an evaluation, they will, as a matter of course, have an opportunity to implement an improvement plan during a follow-up evaluation. But Article 16 says that adjunct faculty members are eligible for assignment offers only if they have a “Satisfactory” rating in their most recent evaluation, and the exception is when the faculty member “receives an opportunity” to improve performance in a follow-up. In other words, an adjunct faculty member with an “Improvement Needed” evaluation rating might or might not “receive an opportunity” to improve.

AFA has long had an interest in amending Article 14B to distinguish between “Improvement Needed” and “Unsatisfactory” job performance so that an “Improvement Needed” rating ensures a follow-up evaluation and an opportunity for growth. The teams have negotiated an “Unsatisfactory” rating, with specific criteria, that is clearly distinct from an “Improvement Needed” rating; this new “Unsatisfactory” rating is linked to “termination” language, which satisfies the requirements of SB 1379. This new provision also makes clear that only those faculty members who demonstrate serious or repeated failure in their performance may be denied an opportunity for improvement. These changes ripple through to Article 16, thereby eliminating the illogic that a faculty member can receive an “Improvement Needed” rating but no opportunity for that improvement. The teams will sign an MOU to implement this agreement as soon as possible.

- Finally, the teams agreed to a minor adjustment of **Article 14B.21.G**. This provision will now add the Health Sciences department to the list of departments that may request AFA and the District to approve a waiver to specific provisions of Article 14B, to assist that department in completing more of its adjunct faculty evaluations.
- **Article 16: Hourly Assignments.** Last fall, AFA and the District signed a Memorandum of Understanding (MOU) that allows fine-arts and performing-arts departments to evaluate artistic accomplishment or performance in determining Special Expertise requirements for specific courses. This MOU is currently in force and will be integrated into the Tentative Agreement.

(See also the reference to ripple effects into **Article 16**, due to new Article 14B “Unsatisfactory” rating, above.)

- **Article 23: Progressive Discipline and Due Process.** Negotiations over this article have been very challenging and protracted. The teams have committed to resuming bargaining in the fall.
- **Article 29: Substitutes and Reporting Faculty Absences.** AFA and the District agreed that the position on substitutions stated in the AFA/District contract takes priority over Board policy language; thereafter, the teams agreed on revisions to Article 29 that clarified faculty rights and responsibilities in substitutions.
- **Article 32: Workload.** The lion's share of work this year has centered on making progress on lab workload rates. Last year, the teams agreed on three lab tiers of .75, .8 and 1.0, and this semester we made half of the progress to the new floor—from .67 to .71 effective Spring 2017. The new floor of .75 will be fully implemented in Fall 2018. Courses moving to the .80 and 1.0 tiers will move to those higher rates in Fall 2020, or in an earlier fall semester if contingencies are met—namely, increased funding due to COLA or FTES growth). Upon reaching a final agreement with the District, AFA will publish the course placement list.
- **Article 32** negotiations also included an agreement on compensation for faculty members who create new online classes for the Online College Project (OCP). The compensation formula for such classes is based on the number of course units and the faculty member's base hourly rate.
- A third area of **Article 32** negotiations this year focused on the workload associated with converting existing online and hybrid classes from CATE and Moodle to Canvas. AFA and the District negotiated compensation for those faculty members who converted their classes to Canvas. The formula for compensation includes whether the class is offered fully or partially online, the number of course units, and the faculty member's base hourly rate.
- Negotiations on **Article 32** also amended the provisions for the committee that will recommend maximum class size limits. These changes respect the faculty's purview in matters of pedagogy. Going forward, that committee will be comprised only of faculty members, who will be appointed by the Senate. The committee will recommend maximum class size limits, and AFA the District will negotiate actual limits with respect to workload and the financial constraints of the District. These changes were made effective in May 2017 via an MOU to allow the committee to begin its work this spring.