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May 7, 2009 (707) 527-4731 www.santarosa.edu/afa

All Faculty Association

**General Meeting** 

Wednesday, May 13, 2009

### **Status Report:** 2008-09 Negotiations

Janet McCulloch, AFA Chief Negotiator

The following Contract Articles were "sunshined" for 2008-09 either by AFA or the District. The Sunshine List refers to those articles that may be discussed in negotiations.

By regulation of the Public Employee Relations Board, districts and collective bargaining agents agree to open only certain articles each year. Otherwise, unless an article is "sunshined," it is not discussed in negotiations except under extenuating circumstances and by mutual agreement.

#### **Article 8: Academic** Calendar

Under current language in the Contract, AFA and the District negotiate the

Academic Calendar after consulting with the constituent groups. The consultation process is happening, and, when AFA collects all the feedback, we will negotiate the final version with the District.

#### Article 9: Academic Freedom

The new draft of this article has been informally agreed upon by the District and AFA, was approved by the Academic Senate on March 4th, approved by the AFA Executive Council on March 25th, and finalized with the District on March 27th. The new

## Just Do Your Job — No More, No Less!

Janet McCulloch, AFA Chief Negotiator

Recently AFA published two companion pieces in the AFA Dialogue dealing with the growing feelings that we faculty are doing much more than we are being paid to do. These two articles by

> Pilato clearly explain that many faculty are working as unpaid coordinators for programs and sites, and they are paying a price in terms of their

work. These are probably not sentiments that administrators want to hear, but as the State Budget grows thinner and thinner, so does the patience of our dedicated faculty.

It's time for AFA to say it very clearly—Just do your job. You are not required to do administrative work, you are not required to fix all the problems in your department, and you are not required to do more than is outlined in the Contract. Educational systems depend on the idea that they can balance their budgets by "guilting" faculty and staff into

(cont. on page 2)

Cheryl Dunn and Reneé Lo faculty to complete the

3:30 - 4:30 p.m.health and peace of mind. Doyle Library, Room #4245 Beyond that, many adjunct Videoconferenced to faculty are performing Mahoney Library, Room #726 college service activities without pay because they Negotiations Update are committed to their All faculty are invited departments and programs and often work in areas where there are few regular

(cont. on page 3)

language will be incorporated into the Tentative Agreement when that is reached, at which time the membership will have the opportunity to review and vote on the article.

#### **Article 10: Benefits**

The cost of benefits is steadily increasing and at present a plan by President Obama does not appear to be on the horizon soon enough to save the day and change the complexion of health care costs in California significantly for the coming year. This article is now being negotiated with the District. AFA is committed to fighting for full medical benefit coverage for regular faculty and continued coverage for part-time faculty. A survey went out to the faculty on April 9. The results of this survey will provide the AFA Negotiating Team with information about what is most important to the faculty.

#### **Article 13: Department Chairs**

A new Department Chair evaluation process and form is under review by the Department Chair Council (DCC). It has not yet been discussed in negotiations.

#### **Article 14: Evaluations**

A Memorandum of Understanding (MOU) regarding the addition of a reference to Student Learning Outcomes (SLO) to the Evaluation Form was completed and signed on February 4th after review by the AFA Council. (See the AFA web site at www.santarosa.edu/afa/mou.shtml for the text of this MOU.) In brief, an addition to the Self-Assessment portion of the evaluation asks faculty to reflect on any SLO Assessment Projects. This addition was considered innocuous by AFA and the hope is that it helped with accreditation. This MOU expires on June 30, 2009. The District Tenure Review & Evaluations Committee (DTREC) and I are also reorganizing and refining the entire article. We will work on the draft over the summer and bring this to the Academic Senate early in the Fall semester.

# Article 15: Faculty Service Areas and Competency Standards

This article pertains strictly to a procedure for laying off regular faculty, if and when that should become necessary. The existing article was incomplete and badly in need of an update. The statewide Academic Senate *Disciplines List* is replacing the antiquated list in the current article. The Senate approved this article at the March 4<sup>th</sup> meeting, the AFA Council reviewed the article March 18<sup>th</sup>, and the rewrite was finalized with the District on May 1<sup>st</sup>. The District and AFA will sign an MOU by the end of this week.

#### **Article 17: Job Descriptions**

An MOU requiring that all faculty use and maintain an SRJC Outlook email account was agreed upon in negotiations, reviewed and approved by the AFA Council on March 18<sup>th</sup>, and signed by AFA President Warren Ruud and President Agrella on March 26<sup>th</sup>. This MOU will be incorporated into the Tentative Agreement. The MOU may be viewed on the AFA website at www.santarosa.edu/afa/mou.shtml.

#### **Article 18: Leaves**

This article was modified to incorporate accurate Family Medical Leave Act information. An MOU, which was signed by AFA President Warren Ruud and President Agrella on February 23<sup>rd</sup> and includes the complete version of this modified article, may be viewed at <a href="https://www.santarosa.edu/afa/mou.shtml">www.santarosa.edu/afa/mou.shtml</a>.

# Article 21: Professional Growth Increments (PGI)

The PGI article has been revamped from top to bottom for clarity, to assist the PGI committee in fairly evaluating materials, to create a workable process, as well as to clarify for faculty how to earn PGI units and submit documentation. The AFA Council reviewed and approved the revised article on March 25<sup>th</sup> and it was finalized with the

(cont. on page 4)

doing more than the job actually requires. And, of course, since we are mostly overly responsible people who have been trained to be high-achievers, we often fall for the pleas to "better serve our students." Recently one administrator used the students as a way to explain why faculty needed

to make concessions at the negotiating table, and one of our brave negotiators pointed out that the students seem to be doing just fine, but the faculty aren't. We are tired, we are frustrated, and we deserve to be treated as professionals.

So, speaking of professional obligations, Article 17 of the AFA Contract outlines the job descriptions for Regular and Adjunct faculty as well as Department Chairs. Take some time to look over this

language and ask yourself, "Am I doing more than the job description requires? Am I sacrificing my health and well-being to perform administrative tasks? Am I doing a disservice to my students by overworking myself?" I think that many faculty will have to honestly answer "Yes" to at least one of those questions. Our students deserve the majority of our attention and care, and that may not always be the case if we take on too many additional tasks.

And if you have some more time, take a look at the definitions in 17.04. Several years ago AFA and the District agreed to definitions for coordinators because there are so many people working not only without pay but also without job descriptions. No further progress on this issue has been made in negotiations since the agreement on definitions was reached; however, the District has been very keen on tightening up the requirements for College Service and

Professional Service & Development. I can divulge this because that was a District interest in the 2007-08 negotiations, which are now behind us and, therefore, not bound by confidentiality requirements.

AFA is committed to the principles that no

one works for free, that the job description exists to protect faculty from abuse, and that the District should acknowledge that many people are working outside the existing job descriptions-Regular faculty, Adjunct faculty, and Chairs alike. This lack of adherence to the Contract is technically grieveable, and that is something that the AFA Executive Council will have to take into consideration in the future. Without clear job

### Attn: New Faculty

If you have questions about your job duties, how your load is calculated, and generally what is expected of you, please call the AFA office at 527-4731 for a confidential consultation. Like the rest of the faculty, we want to support you in striving to be the best faculty member you can be without burning out in a few short years.

descriptions, all of the faculty are susceptible to exploitation, but you don't have to be a victim of abuse, given the existence of Article 17.

The ones who are most at risk of being exploited are our newly hired faculty who often do not know their contractual rights and believe that many of the tasks assigned to them truly are part of the job. AFA wants to remind those faculty in the tenure review process that their primary responsibilities are to their students during the first four years of employment.

Most of the faculty I know work extremely hard and serve our students with a level of excellence that I find breathtaking. There may be a few who are coasting toward retirement, but it is not my experience that our overly responsible, high-achieving faculty is slacking off. On the contrary, we're doing way too much to solve the larger problems of the District, and IT'S NOT OUR JOB!



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### Negotiations (continued from page 2)

District on May 5<sup>th</sup>. The District and AFA will sign an MOU by the end of this week.

#### **Article 25: Sabbatical Leaves**

This article was not originally sunshined but was opened by the District in response to budget conditions. An MOU was approved by the AFA Council on March 18th and signed on March 25th. AFA and the District agreed to reschedule the 2008-09 leaves to 2010-11 and to cancel the 2009-10 leaves, in consideration for which an AFA welfare and benefit account will be created to pay the increased costs of regular faculty medical premiums for the coming academic years. AFA hopes that using these funds will obviate the need for any further discussion of medical benefit cost sharing for several years to come. Details of this agreement can be viewed on the AFA Website at www.santarosa.edu/afa/ mou.shtml.

### **Article 26: Salary Schedule Development**

The annual Salary Study is complete (cutoff date for the snapshot is 12/15/08). Discussion of Rank 10 in relation to the budget crisis is underway. AFA remains committed to providing our faculty with the best salaries and benefits possible. Sadly, we live in a State where our legislators do not understand the value of education or the Community College System. Lack of adequate funding to the System and the property tax shortfall in Sonoma County will make negotiations particularly difficult for the next three years.

#### **Article 30: Tenure Review**

An AFA/District Subcommittee has been revising this article. They presented the latest draft to the Academic Senate on April 15<sup>th</sup> for discussion and input. The District and AFA are incorporating Academic Senate and DTREC input and will sign an MOU before the end of the semester.