

Esteemed Colleagues,

Greetings and well-wishes, everyone. I hope this message finds you safe and healthy. I wanted to take a moment to update you on where we stand in bargaining—both in terms of the contract proper and the upcoming Spring 2021 semester.

We are working to finalize an MoU with the District regarding Spring. We will continue to be remote, delivering instruction and student services online. As such, much what we will see in the final MoU will be carried over from previous terms. Some new things are on the table, however.

1. Evaluations: In the Spring of 2020 we deferred evaluations for regular (tenured) faculty. What we agreed to was to defer all regular faculty for a year. Thus, a faculty member who was due for evaluation Spring 2020 would be rescheduled for 2021. Likewise, a faculty member due for evaluation Spring 2021 would be deferred to 2022, and so on. While we have reached conceptual agreement with the District on the construct of remote evaluations, based largely on what we agreed to for our contract-faculty (non-tenured) colleagues in the Fall, the District has expressed an interest in evaluating both the deferred folks from Spring 2020 *and* the folks who would have been regularly scheduled for Spring 2021. Stay tuned as we continue to bargain on this front.
2. Stipends: Starting with the Winter MoU we were successful in bargaining a small stipend for folks who complete District-facilitated @One training. We will be continuing it for the Spring but revising the language to make it clearer that you can qualify for the stipend by doing any of the additional @One trainings that are available. Our fantastic Online Education Coordinator, Dr. Senya Lubisich, tells us there are no less than 11 unique topics available. So even if you are a veteran OE instructor who did *Introduction to Online Teaching and Learning* before it was thrust upon us by a pandemic, you can avail yourself of additional training and the stipend will apply to you as well. The District has expressed an interest in providing stipends for all faculty in recognition of the huge upheaval of everyone's workload and the radical change in modality. Stay tuned on this, as well.
3. Classes over cap: Let me start with this—**no one can compel you to take more students in any class you teach beyond the class maximum listed in the Course Outline of Record (COR)**. That said, and in recognition of declining enrollment, the District has expressed interest in finding ways to incentivize faculty to take additional students. The District suggested a flat rate for a fixed number of students. The Association countered with a structured approach, more students, more compensation. Agreement has not yet been reached. This is a slippery slope because it intrudes on both working conditions which are the responsibility of the Association and Academic and Professional matters which are the purview of the Senate. Again, stay tuned.

Now on to the contract proper. As you know, we were presented with a last, best, and final offer from the District late in the Fall of 2020. Some tremendous work and compromise went into the construct of most of that. We accomplished some monumental things on the working-conditions side of the house that would be to the benefit of the faculty and the District alike—particularly for faculty whose primary role is in student support services. We did not, however, agree on a salary package. Late in the game we learned the District had far more money in the bank than we were led to believe. As such, that last, best, and final offer was rejected by the faculty 2 – 1.

Since then, we have surveyed our unit and learned, to no one's surprise, that top three reasons for rejecting the proposed contract were, in no particular order, a) no meaningful salary increase for the duration of the contract, b) no willingness to come back to the table and discuss salary for the duration of the contract, and c) a "sunset" provision that would (potentially) bring net-pay down below the 2020 level on January 1, 2024.

Clearly, there is work to be done to resolve these sticking points. We need to be sensitive to the District's finances to the extent the overall economic situation places them in potential peril. But the perception of many as it stands is that the District is, inexplicably, hoarding masses of reserve dollars

for an emergency that appears not to exist. Up to now, the District has expressed that there is “no appetite” on their part to change their position from that of the last, best, and final offer in the Fall. As such, although we will get at least one more meeting with the District on this, we may well be headed to official impasse proceedings with a State-appointed mediator stepping in. For now, we are waiting to convene a meeting with the District on the contract proper until we have received some requested financial documentation. One last time, stay tuned.

It should be duly noted that, although our contract has expired, its various provisions remain in full force and effect. A key provision to consider is Article 5, specifically: **“5.6.9.6 Changes to an assignment will be made only by mutual agreement of the Unit Member and the dean.”** Your dean may come to you and express a “need” to cancel a class. Please bear in mind it is not their right to cancel any class without your assent. Work with your deans to find solutions to problems; but do not let them run you over. Enrollment is down. Cancelling classes indiscriminately is not the solution.

Thank you all for your support. And a big thanks to our Bargaining Team consisting of Stephanie Yee, Rafael Herrera, Senya Lubisich, and our dear friend Robin Devitt from CTA.

Yours in Unity,

-Dave Brown
Bargaining Chair, Citrus College Faculty Association