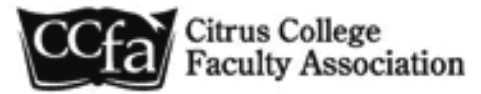


25 October 2016



To: All CCFA Unit Members
From: Dave Brown, CCFA Chief Negotiator

Re: Contract Highlights, Articles 1 – 4

Greetings! Please read this through. I promise to limit my epistle to 2 pages.

This is the first in a series of contract-article overviews presented to help our members get to know the contract. It is our hope that, with better understanding of the existing contract, the membership at large will be better equipped to direct the Contract Committee in drafting a new proposal. Further, the issues identified as part of this process will serve to inform the drafting of a survey that will be used to identify negotiating priorities. This first piece is to discuss contract articles 1 through 4.

Article 1 – Agreement

This article may seem unimportant, but it has some noteworthy provisions. First, it identifies the parties who have entered into the *agreement* that we lovingly call our *contract*. Whereas it may seem to a disinterested observer that we, the Citrus College Faculty Association (CCFA), bargain with and settle with *management*, this is in fact an agreement between the CCFA and the Citrus Community College *District*. We negotiate and come to agreement with the Board of Trustees. The members of the administration who form the District's negotiating team are simply acting as agents of the Board and advocating on the Board's behalf. Similarly, the members of the CCFA Contract Committee and Negotiating Team are acting as agents of the Faculty. Our job is to advocate on *your* behalf.

Article 2 – Recognition

Another "sleeper" article, Article 2 identifies to whom this agreement is applicable. We like to think of ourselves as "full-time faculty" and that is *almost* exactly right. 2.1.1 on page 7 indicates who is specifically included. 2.1.2 through 2.1.6 specify who is *excluded*. Though not particularly contentious, an interesting development of late is the District's assertion that full time "faculty" hired on a non-tenure-track basis are excluded and, in the District's words, "not under the jurisdiction of the Association." Perhaps that is exactly how it ought to be. Someone hired to teach full-time due to an emergent need shouldn't be covered, right? But does that mean they don't have our same rights and protections as other full-time faculty? Should they be referred to as "faculty"? Are they not hired under the provisions of our salary schedule? How are they hired? How are they *evaluated*? Do they pay dues? Historically, these types of hires have born very little scrutiny. That may constitute an oversight. Lately, especially in Counseling, the District has expressed a desire to undertake massive hiring of full-time faculty on a non-tenure-track basis. Will these folks be categorized as "casual/limited term or temporary personnel" as described in 2.1.3?

Article 3 – Association Rights

Article 3, among other things, delineates what the Association is allowed to do on District property. 3.1.1 on page 8 shows we are entitled to "reasonable access to District facilities" for Association business. 3.2.1 says the Association may distribute organizational literature. It is acceptable to do so using mailboxes, bulletin boards, or simply by leaving materials in areas where Faculty assemble or take breaks. 3.2.2 says there shall be bulletin boards in each work area for this purpose. Do you know

where the one nearest you is? 3.3.1 grants the Association use of District mailboxes, voicemail, and email. Worthy of note, the Association is specifically directed to include the Superintendent/President in the distribution list for all materials sent faculty-wide using District voice mail and email.

3.5.1 is an important provision. “The Association has the right to represent Unit Members in their employment relations with the District.” Look up *Weingarten Rights*. You never have to “talk to the boss” alone if you think there’s a chance the conversation could lead to discipline.

3.6.1 and 3.6.2 describe the reassigned time granted to both the Association and the Academic Senate, respectively, for conducting the lawful and legitimate business of those bodies. Both the Senate and the Association have officer positions, for example, with significant time commitments. It would not be possible to serve in those capacities without some relief from other duties.

3.7.1 indicates the Association shall be provided, upon request, with all documentation relevant to reporting to and from government agencies. Nothing is supposed to be a secret. Ours is a public institution.

3.8 and the sub-sections thereof describe the collection of Unit Member dues. There are some interesting provisions for religious and conscientious objection that are worth reading.

3.9 is an oddball. It specifies that the District “recognizes its obligation negotiate any decision to implement a parking fee.” Perhaps at one time there was a lingering threat that we’d be charged a fee to come to work. I can only cite this as being an example of a vestigial “appendix” in the bowels of the contract. This would be required whether the contract said so or not.

Article 4 – Board’s Rights

In Article 3 we learn the Association has rights and in Article 4 we learn that the Board does, too! Not surprising, though some of the key provisions presented here are sometimes overlooked. 4.2 is an important one: “...Board Policies which fall within the scope of negotiations will not be adopted or revised without a negotiated agreement between the Board and the Association.” Bottom line, if it’s related to wages, hours, or working conditions, it cannot be imposed—it must be negotiated. The District has, in the past, expressed that it is best to keep such provisions in the Contract. That said, our institution is different than some because a good deal of the conditions of our employment are contained in Board Policy and Administrative Procedure documents and specifically *not* in the Contract. In some cases, this may be something we wish to remedy.

4.5 states misapplication of Board Policy is subject to Grievance. 4.6 **importantly** states that if ever there is conflict between Board Policy and the contract, the contract wins. You only have to look at Article 5 (specifically 5.8.9.6 on page 15) to see why that matters. More on Article 5 in the next highlight.

So there you have it. Articles 1 through 4 in a nutshell. Read them. Ask questions. Let us know if there is something going on that you think should not be. And prepare for the next exciting installment, Article 5 – Faculty Assignment. It is complex enough that it will be coming to you all by itself.

Yours in Unity,

-Dave Brown