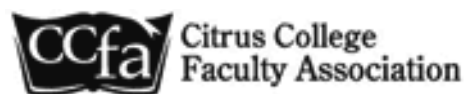


20 March 2017



To: All CCFA Unit Members

From: CCFA Negotiating Team

Re: Contract Highlights, Article 8

Fellow Faculty,

The following is an analysis of Article 8-Salaries of our contract. Please review this important Article prior to completing the Faculty survey later in the semester.

Overview: Article 8-Salaries of our contract is arguably the most important article. It governs how much you are paid, how you advance on the salary schedule, and how assignment to roles in leadership and coaching will be paid out. Although a fairly short article, there are number of nuances and inconsistencies that need to be explained. The following is an attempt at a treatise on the implications of the article and some opinions on what we might want to change in the next cycle of negotiations.

8.1 General Guidelines

This section is a set of guidelines for how one's placement on the base salary schedule is established and how one advances either through continuing their education and moving over (columns) on the schedule or being awarded professional growth credit and moving downward (rows) on the schedule.

Subsection 8.1.2 points out the conditions under which units of education credit are counted, allowing one to advance further along the columns of the salary schedule. Subsection 8.1.3 makes it clear that unit members must notify the Human Resources office of their plan to advance on the salary schedule and provide the appropriate documentation prior to approval for advancement (e.g. transcripts from an accredited college or university). 8.1.4 points out that it is up to the unit member to notify the Human Resources of any errors in placement on the salary schedule; whether error in the placement is one that favors or disfavors the unit member is immaterial. 8.1.5 describes the fact that faculty members shall be advanced anniversary credit each year as long as their last evaluation was "satisfactory." We will come back to this point when we address 8.1.10. 8.1.6 and 8.1.7 are clear. 8.1.8 refers to AP 7203 (Evaluation: Full-time Faculty) and explains that a unit member's advancement on the salary schedule will be delayed until satisfactory improvement is recognized, presumably by the Evaluation Committee. 8.1.9 is clear (and accurately applied to the 2017 salary schedule). Finally we have 8.1.10. This subsection seems to be at odds with subsection 8.1.5. Whereas 8.1.5 indicated that anniversary advancement on the salary schedule is automatic; demonstrated by use of the word "shall." However, subsection 8.1.10 indicates that the Superintendent/President has a role in determining whether or not unit members in Classes IV and V and at or above step 14 should receive anniversary increments for professional growth. To date, I know of no cases where unit members falling into this section of the salary schedule have been denied advancement, but this language is disconcerting nonetheless.

8.2 Salary Schedules

This section has everything to do with pay rate as well as reassigned time and stipends. 8.2.1-8.2.3 drive the values placed on the salary schedules in the Appendixes of the contract. 8.2.4 is a very interesting subsection at present. It is a very simple instruction for how overload and intersession salary schedules are to be calculated. You can check for accuracy by taking your placement (step and column) on the full-time Faculty salary schedule and multiplying that figure by 0.0185. This should work as long as you are step 7 or below on the Overload schedule or step 14 or below on the Intersession schedule. Therein lies the problem: beyond these steps and/or if you hold a Doctorate degree, the steps simply don't exist on either schedule. The CCFA is currently grieving this practice and the outcome of that grievance will hopefully be rendered before the next academic year. 8.2.5 sets the hourly rate for non-teaching faculty. 8.2.6 addresses reassigned time and stipends and the process by which they are implemented. "Reassigned time" is more formally addressed in Article 3-Association Rights. Reassigned time usually comes in form of reduction in one's assigned workload (herein "assigned load") in exchange for duties performed for the betterment of the campus. These duties may include service as an officer of the Academic Senate or Chair of the Curriculum Committee as well as service as an Association officer, to name a few. Regardless, the contract states that any changes to the offerings and positions of reassigned time and stipends must be negotiated. This means that even if the position is purely academic (e.g. Program Review Chair), the Association must agree to any changes to it. However, the District reserves the right to proceed with an offer of reassigned time as the two parties negotiate.

8.3 Definition of Salary Classes

This section is pretty simple. It describes the qualifications for placement within the columns on the salary schedules. If you are currently taking graduate classes to "move over" on the salary schedule, this section explains the amount of education you will need to do so. The salary schedules are in the Appendixes of the contract. Subsection 8.3.5.2 addresses instructors moving on a "vocational track" salary schedule. It is unlikely that we have any faculty left that are on such a schedule.

8.4 Discontinued Classes for Faculty Overload

This subsection is very simple; however, a firm understanding of Article 5.8.9.6 should be understood before agreeing to a class cancellation. Currently, the notion of whether or not the District has the right to cancel a full-time faculty member's classes without agreement is a subject of great controversy. The Association maintains that the District must have agreement with a faculty member for any changes to said faculty member's assignment.

8.5 Direct Deposit

This section addresses the fact that the District will bear the costs of direct deposit electronic fund transfers to our financial institutions. It also holds the District responsible for assisting with any errors in fund transfers.

8.6 Large Class Size

This article pertains to courses that are pre-scheduled to be well over cap at the beginning of the semester. It states that the instructors assigned who teach such courses must confer with the dean prior to the completion of the course schedule for the semester in question.

Critical to understanding how one is to be paid for such classes is the table at the bottom of 8.6.1. The “snapshot” for determination of which pay category one will enjoy is the census date for the semester. It is recommended that all instructors teaching such courses look on Wingspan on census day and see how many students are still enrolled, keeping a record in one’s files. If any discrepancies in pay are found, payroll should be contacted first, then the Office of Academic Affairs to determine the headcount if necessary. The history of this language is unclear, but we think the truncated pay rates are based on a class cap of 30 students. If so, the language implies that oversized class pay should start at two times whatever cap is and should go up from there, based on the number of students registered at census. If this implication is correct, one would think that classes with smaller caps that 30, should enjoy oversized class pay once the headcount exceeds twice what the cap is, but this is not the case. Perhaps we can re-examine this language during the next cycle of negotiations.

Hopefully this synopsis assists with providing a better understanding of this article. If you have any questions about this article, please contact Dave Brown, Stephanie Yee, or Terry Miles.

Yours in Unity,

CCFA Negotiating Team