

AFT Local 6262

Part-time Faculty United

Executive Board Meeting

June 16, 2018**HSLH-230**

Open Session

Attending: Warren Heaton, Erin Africa, Carlos Pinho, John Francis, Edith Soto, Pete Virgadamo, and Frank de los Reyes

Absent: Dan Portillo [Excused.]

Guests: Patricia Butterworth [Biology], Patti Claire [ESL], Marcia Decker [Library], Christianne Descher [Culinary], Susan Gilbert [Business], Osvaldo Larios [Biology], Mercedes MacDonald [Art], Patricia Palenciun [Biology], Aaron Silverman [History], Jesus Vera [Counseling], and Shana Williams [Psychology]

Call to Meeting: Vice President Warren Heaton, in the absence of President Dan Portillo, called the meeting to order at 2:36 pm. This meeting, to discuss the new contract with the adjunct faculty, was held in Hasley Hall, room 230, and Frank provided the refreshments. Warren welcomed our guests and asked that the Board members and the guests introduce themselves.

Item 1- Approval of the Agenda: Due to the special nature of this meeting, Carlos made a motion to change the agenda so that we could focus on the new AFT contract. Erin seconded the motion and the motion passed unanimously.

Item 2 – Approval of the Minutes for May 19, 2018: Due to the special nature of this meeting to focus on the new AFT contract, approval of last month's minutes was postponed until the next meeting of the Board.

Item 3 – Report of President Dan Portillo

Vice President Warren Heaton, in the absence of President Dan Portillo, presided over the meeting and gave an extensive PowerPoint presentation on the details of our new contract. He started by saying that we had made substantial gains, especially in compensation, and Aaron Silverman reported that there were 43 meetings with the district on for our new contract. The new contract will be posted on the AFT website. Re-openers for the next contract will begin this August and compensation will again be on the table. Warren expects that the new contract will be ratified by our members and that the Board of Trustees will approve it.

Article by article, here are the key points of our new contract in order of importance:

Article 1 – the new contract will run from July 1, 2017 to June 30, 2020.

Article 10 – hourly compensation will be increased by 3.48%, which will be retroactive to July 1, 2017. Also, compensation for Office Hours will increase from \$20 to \$40 and it too will be retroactive to July 1, 2017. Warren considered these gains to be the first step in the long battle ahead for better compensation. Also, Office Hours compensation will now be included as part of our regular compensation.

Article 6 – with the help of the new law, SB 1379, for the first time our adjunct faculty will have a strong seniority system. This article was the most contentious and at times the discussion was quite heated in the six months it took to complete this article. Warren praised COC’s negotiators - Diane Fiero, Omar Torres and Michael Wilding – for their efforts.

All adjunct faculty will be placed into pools based on their date-of-hire [DOH] and their evaluation scores. Pool 1 will have the most experienced adjuncts, those with 20 terms of teaching [semesters and terms] and a score of 3.5 or higher on their evaluations. They will get an initial offer of 3 courses. Pete asked how this compared to tenure, which Warren and Aaron explained was four years but included many more classes over that span of time. Warren stated that this new system is superior to the old contract in which you needed four terms to be eligible and which was often abused by COC

The college will post online the list of all available courses, which will be a new transparency for the adjuncts. We can choose either specific courses or specific days/times, and can do so by replying to their department chair saying “My first choice is...” This new system of class assignment will begin in the Spring, 2019 semester and adjuncts must check their “canyons.edu” email address to see the list of available courses for their department.

Full-time retirees will be in Pool 1 but in the second group, after all the Pool 1 adjuncts have selected their classes. There is still a controversy about ‘overloads’ for the full-time faculty, plus Winter Session & Summer School class assignments will not be part of the pool system and will remain “a bit of a free-for-all.”

Warren gave a detailed analysis of other items such as class cancellations, bumping by full-time faculty, unstaffed classes, making the contract conform to Ed Code, etc. Also, specialty classes, that is courses with less than 3 sections, will be exempt from the pool system. This will have to be justified by objective criteria and AFT can grieve it.

Adjunct faculty in Pool 2 will have completed at least one semester of teaching at COC, have a 3.5 or better in their evaluations, and not have a “1” in their evaluations – they will receive up to 2 classes in the initial offer. Pool 3 adjuncts will be new hires as well as adjuncts with a score of less than 3.5 in their evaluations, adjuncts with scores of “1” or “2” on their evaluations, and adjuncts returning to COC after an absence of six semesters. Pool rankings will be made

by HR once a year and then sent to the department chairs.

Warren spoke about the ratification process, which is to start tonight, June 16th, and only AFT members can vote on the new contract. It will end on June 20th so that it can be put on the Board of Trustees agenda for their next meeting which is scheduled for June 27th.

At this point Erin asked about the other items on today's agenda and Pete said that they will have to be deferred to our August meeting. We took a break at 4:25 and returned at 4:35 to continue with Warren's presentation of the other articles.

Article 8 – we can now grieve the second evaluation. Also, if there is a request by an adjunct for a second evaluation, that evaluation can be taped, but only with the consent of the adjunct, the students and anyone who may appear on the recording.

Article 13 – there is an important change on the grievance process: the Board of Trustees, not the CEO of the college, will be the final arbiter on grievances. This will give more fairness and greater transparency to the grievance process.

Article 14 – essentially the same.

Article 19 – in regard to FLEX, there is now language which states that if an adjunct teaches a FLEX course, that adjunct will get double his/her FLEX rate of pay.

Article 20 – on Parity: this is now moved to Article 10

Article 21 – the article on Office Hours is now Article 20. There will be a new computer system to manage our Office Hours. Scheduled Office Hours can be 100% virtual and we will be obligated to the same number of hours as before. Compensation for Office Hours has been moved to Article 10 and we will continue to be compensated only for scheduled Office Hours.

Article 22 – this article on non-credit adjunct faculty is now Article 21 and all of the contract now applies to non-credit faculty and their courses.

Warren finished his presentation of the new contract at 6:09 and we talked about several items that were not on the agenda for today's meeting but were important to our Board members, such as additional compensation for our negotiating team and for working on the membership list. We realized that too many important issues remained to be completed at this meeting and Warren made the motion that we meet on July 14th at 2:30 pm and that we be compensated for working that month. Pete seconded the motion and it passed unanimously.

We also discussed the August meeting, which should be on the Saturday before FLEX week so that we can prepare for the Orientation of the new adjunct faculty. We tentatively decided on August 11th for that Board meeting. Two more issues came up, which were revising the roles of the Board members and increasing compensation for the Board members. Pete pointed out that we have not had an increase in our stipends since

before the Great Recession, more than ten years ago. In the discussion that followed, John and Carlos spoke about the merits of a pay raise and Frank said that we could afford it, although we came to no conclusion on this issue.

Warren made a motion to adjourn, John seconded it, and we voted unanimously to adjourn at 6:23 pm.