

CCFF met with the District on 05/14/2021, this is our 8th session with the District. We have one more session on 05/26/2021 to wrap up our final negotiations session for the semester. At this moment we do not have summer negotiations dates scheduled, CCFF intends to schedule sessions in the summer as June 30th, 2021 is fast approaching and we still have urgent matters to discuss with the District, such as salary, benefits, assignments, etc.

Granted, the salary and benefit package, otherwise known as the economic package will be one of the most difficult items to negotiate. But we will come through with a fair and just package. Assignment has to be addressed as well. There are 2 items that are of importance with a strong union. Those are "Just Cause" and "Binding Arbitration". The District seems to be fearful of getting these in the contract. The District has renamed "Just Cause" to "Investigations". They have also made the statement that if they let Binding Arbitration into the contract that they would be fired. What are they afraid of? Here are the reasons. Just Cause will prevent the District from administering discipline that is unjust, capricious, and arbitrary. Binding arbitration will eliminate the power of the District to overturn an arbitrator's decision. In our present contract, the union can spend thousands of dollars in legal fees to win a decision in arbitration. However, even if the arbitrator rules in our favor, it is advisory. This means, the Board of Trustees can set aside any favorable decision at their whim. That is why the District does not want these articles in the contract.

Article 3 - Union Rights - CCFF Proposed 40 hours of release time to be paid by the district per year along with an additional 10 hours to be used at the unions discretion over the course of the CBA.

Article 13 - Temporary Part-Time Reemployment/Assignment - CCFF countered the article from the District. One of our primary goals is to strengthen seniority and our most recent proposal (as well as previous proposals) aims to reach this. We again are trying to establish separate availability deadlines and availability forms to account for the differences in scheduling between instructional faculty and CLI (counsellors, librarians and instructional specialists) faculty. While the District has agreed to publish part-time seniority for greater transparency, we continue to push for the District to be responsible for updating and maintaining seniority lists, since the district (and not the department chairs) possesses the needed information to do so. We re-proposed fair and standard rules for full-time retiree seniority. (The District had previously rejected the majority of our proposals regarding this matter without presenting any potential alternatives.) We've also proposed language to clarify part-time bumping rights.

Article 17 - Student Evaluation - Tentative Agreement. Electronic SRIs are to be the default for all courses going forward, however, faculty teaching face-to-face classes can request paper SRIs to be given if the request is received within 5 days of the district asking for this information each semester.

Article 18- Sick Leave- District pulled their proposal on Article 18, this will be discussed at a later date.

Article 29 - Reduced Workload - District drafted its own language of STRS/PERS regulations and eliminated CCFF's suggested language. CCFF will caucus on this and give a counter or agree to adopt the district's language.

Article 37 - Faculty Service Area - CCFF presented the FSA article drafted with the academic senate. The District had some questions about using state minimum qualifications as the default. CCFF suggested that it is important to include local qualifications, and additional department competencies. An updated FSA application form was also presented.

Article 42 - (New Article) Procedures for Class Minimums and Cancellations - Union proposed that classes should run if at least 15 students were enrolled in the course or it was at 50% capacity, whichever was fewer. Also if a course is cancelled within 10 days of the course starting then faculty are compensated for one week of LHE equivalent to that of the cancelled class.