

# CHIEF NEGOTIATOR'S REPORT

By KC Boylan



"In like a lion and out like a lamb," another season of negotiations slipped by with little to show for our most recent efforts, but a collective sigh of gratitude

for those who came before and left us with a contract that has managed to deflect the whispered threats of take-backs.

The 2011–2014 LRCCD/LRCFT contract includes several modifications, many of which simply reflect changes in dates, terminology, and statute. Article 2: Salaries has been modified to incorporate the changes to education code regarding the increased adjunct workload limit from 60% to 67%. Article 3: Fringe Benefits and Retirement offers clarification for faculty wishing to participate in the STRS pre-retirement reduced workload program; the education code indicates the program must begin in the fall and be calculated in whole academic years, up to five years maximum. Article 4 updates the language regarding summer session and preference, specifically that preference will be used for staffing purposes; however, preference cannot be obtained during the summer. Article 4 changes also include clarification to the adjunct office hour program, indicating that office hours will typically be scheduled on days that classes meet and should be evenly distributed across the semester to promote student access.

Over the course of the spring semester, five small work groups representing LRCCD and LRCFT focused on issues ranging from Workweek and College Service, to Professional Autonomy, Preference, Special Review, and Work Environment/Safety. In spite of the healthy discussion at several meetings for all of the groups, only the last two topics resulted in changes to contract language.

LRCCD brought Article 8: Performance Review, section 8.14.2 Conditions for Special Review, as a topic for discussion and clarification. The interest was in clarifying conditions under which a special review

may be requested. The negotiated language reflects a move away from an arguably indefensible standard "Evidence of... impairment that would make it impossible for the faculty member to perform the normal duties assigned" to "Documented evidence of... impairment which causes significant concern regarding the ability of the faculty member to perform the normal duties assigned."

LRCFT brought Article 21 Work Environment/Safety, section 21.2 Removal of a Student and section 21.3 Threat to Faculty Member, as topics for discussion and action. The shared interest was in identifying a clear process by which faculty could seek the help they need when confronted by threatening behaviors in the workplace. The language added to 21.2.1.2 states, "The sole basis for imposing disciplinary sanctions on a student is the student's behavior." Regardless of extraneous conditions, all students are accountable for their behavior and subject to the disciplinary process. Additionally, LRCFT sought changes to section 21.3, Threat to Faculty Member, that would make the process for filing a complaint and obtaining access to appropriate law enforcement more transparent and responsive. Faculty who are attacked, assaulted, or menaced by any student shall report the incident promptly to the Los Rios Police Department and their immediate supervisor, with the assurance that they will be contacted by the district within one working day to initiate a preliminary investigation. At the conclusion of the investigation, the district will once again contact the faculty member to communicate the overall outcomes.

Admittedly, the changes to the contract were significantly less than many hoped for. Arguably, our decision to extend the previous contract was wiser than many had predicted. The painful and seemingly draconian cuts last spring followed by the sudden, unexpected influx of FTE this fall, caught many off guard and tested sections of the contract that had been taken for granted for years—specifically Article 4 (Course Assignments, Staffing Levels/Schedules/Overloads, Work Week, Adjunct Faculty Member Workload, Hiring Preference). The formal process for negotiations has ended, but the ongoing conversations about contract language, its meaning and its enforcement are very much the topic of conversation in the monthly Labor/Management meetings between LRCCD and LRCFT, as well as topics for conversation in the College Faculty Workload Committees, and the Executive Board of LRCFT. The true test of a strong contract is its ability to protect our members when times are bad, not just in times of stability. ■