Table Talk
Faculty Contract Negotiations
November 3rd, 2014

Members present: Gina Leguria, Susan Kincade, Gene Womble, Tom Nomof, Iris Carroll, Jim Stevens, Sarah Curl, Shirley Campbell

Absent: Leslie Buckalew, Victoria Simmons, Mike Sundquist

Recollections: Kathleen Guion

The purpose of this meeting was to continue negotiations on the Due Process article. Negotiations progress was made on the following topics: Scope of the article, mutual respect for a fair process, levels of complaints, faculty rights, misconduct investigations, progressive discipline and grievability. Discussions continued on issues for the part-time article. Time was allocated for a discussion of banked leave at the end of the meeting. Highlights of the session are outlined below:

1. Recollections and Table Talk from the October 21st and October 27th meetings were reviewed and approved.

2. Due Process Article: Progress was made in creating a due process article for full-time faculty. Discussion highlights and items of consensus are as follows:

   i. At District’s suggestion, team members agreed to separate the discipline portion of the article from the due process portion.

   ii. It was agreed to that a “Definitions section” would be incorporated into the contract to better define terms such as “regular employee”, “faculty member”, and “unit member”.

   iii. A discussion ensued about the faculty member’s right to receive information about the place, time and nature of the complaint pursuant to a complaint being filed. Team members tentatively agreed that the following information would be provided to the faculty member:
   - The approximate date of the alleged incident
   - A general description of where the alleged incident took place
   - A categorical description of the nature of the allegation (e.g., gender discrimination)

   iv. Consensus was reached about the notification timeline. Faculty members would be notified within 10 working days of the complaint having been received.

   v. With regards to the discipline portion of the article, draft contract language was tentatively agreed to ensuring that the District would make reasonable attempts to assist the faculty member in correcting problems through the application of progressive discipline. Following a discussion about what happens when a faculty member fails to correct deficiencies, negotiation team members tentatively agreed to include an appendix to the contract specifying such information.

   vi. District stated that a district-wide investigation protocol is currently being researched with the goal of creating a Board Policy regarding the investigations process. This would be the protocol
District uses in investigating complaints concerning all employees. The timeline for this protocol is approximately one year. YFA requested that it reserve the right to reopen the section on grievability pursuant to the adoption of a board policy regarding investigative protocol.

3. Part-Time Due Process and Part-Time Issues:
   i. District reiterated its interest in getting more full-time faculty and having a qualified pool of adjunct faculty
   ii. Seniority: YFA expressed its interest in providing a measure of security with regards to assignment for adjunct faculty. Team members agreed to re-brand the concept of “seniority” with “priority of assignment” to remove the misconception that “seniority” is in any way synonymous with “right to a job”.
   iii. Long Term Disability: YFA stated its interest for adjunct faculty to be given the option to contribute to the state’s long-term disability insurance program with no cost to District.
   iv. Paid Office Hours: The possibility of using SSSP funds to pay for office hours was introduced and it was agreed that it would be investigated.

4. Overload Banking:
   i. YFA again expressed its interest in increasing the maximum accumulation of banked hours from one semester to two semesters. As the contract currently states that the cash-out rate of pay is based on the part-time salary schedule at the time of banking, YFA expressed an interest in changing the contract language in order for the cash-out rate of pay to be based on the current part-time salary schedule at the time of payout. Such a change in compensation would reflect past practice.
   ii. District expressed its interest in including contract language stipulating the frequency of use for full load banked leaves, as there is currently no such stipulation in the contract.
   iii. YFA presented comparison data from cohort districts and emphasized that increased banked leave would make District employment more attractive in the hiring process.
   iv. YFA presented an argument that banked leave presents no additional cost to District. District agreed to review the data for the next negotiations meeting.

5. Agenda Set for November 17th Meeting:
   i. Due process
   ii. Part-time rights and the possibility of priority assignments for adjunct faculty
   iii. Overload banking

Submitted by Tom Nomof