

Tentative Agreement

Discussion

Pros

(use with the detailed article listing)

Cons

Article 1—Recognition

- Coordinator duties are specific and reflect actual work.

Article 3—Wages

- Faculty held at step 20 (some as long as 15 years) will see a onetime on schedule 1.5% or 3% raise.
- All other full-time and part-time faculty will continue to get regular step increases, which are more than 3%. and now with the potential to go even higher.
- Part-time faculty also can move an extra step from 14 to 15 when qualified.

Article 4—Fringe Benefits

- The rate of increase is going down: there are still out-of-pocket expenses for some, but less than would have been without these changes and because of co-pay increases.
- Member plus one rate under Kaiser should remain covered for another year because of increases in co-pays.
- Part-timers who qualify for dental coverage have the amount of coverage doubled.

Article 5—Leaves

- Number of catastrophic sick days that can be donated and used more than tripled.
- Sick days are more equitably deducted: a 4 hour day may deduct less than a 10 hour day, based on a 37.5 hour work week.
- Unassigned hours must be accounted for (e.g., test prep or correction, paper grading, journal reading, on line class time) and could result in a smaller sick leave deduction.
- Sabbatical leaves may be taken without a requirement to return for at least two years.
- Change in Sabbatical Leave Committee composition may result in sabbaticals that are of even greater benefit to the College.

Article 6—Transfers & Assignments

- On-going limbo status of emergency hires is eliminated.

Article 1—Recognition

- Coordinators now accountable for specific work, where before duties could vary as required

Article 3—Wages

- No overall salary increase. No increase in any hourly rates or rates not on the credit salary schedule.
- Any overload earned at Step 21 or 22 is paid at the Step 20 rate.
- Non-credit assignments calculated to 4 decimal places and could result in some decreases where before rounding off resulted in an increase.

Article 4—Fringe Benefits

- Co-pays increase this year and next. Benefit not covered to the maximum for the first time in a contract.
- Part-timers who qualify for member plus one could see significant out-of-pocket expenses.
- Part-time dental benefit increases done by a “loan” from full-time IR&D allocation.

Article 5—Leaves

- Unassigned hours must be accounted for (e.g., test prep or correction, paper grading, journal reading, on line class time).
- Responsibility of accounting for time falls greatly on the faculty member.
- Sabbatical leave committee no longer a faculty majority.

Article 6—Transfers & Assignments

- After 7/1/10 ETCUM status may take longer to obtain.

Tentative Agreement Discussion

Pros

- All hires will go through hiring pools, which are always open.
- ETCUM status available to all hires
- Part-time maximum credit load is 67%.

Article 7—Evaluations

- None

Article 8—Workload

- None

Article 14—District Rights

- None
- Management rights listed are those allowed under Ed. Code.

Article 16—Upgrading

- Relocates rights of existing part-timers in the hiring process to other relevant sections of the Contract.
- Language for hiring a joint responsibility: District and Senate create “hiring criteria”, UPM negotiates relevant language.
- Administration may feel more comfortable with the language and actually engage in hiring.
- Criteria for hiring could become simpler.

Article 23—Term

- The next contract is not negotiated concurrently with the present one.
- Re-opens next spring.
- Clarity on unresolved years of 2007-09.

Cons

- Unclear how last minute hires will occur; illegal to use emergency hires, hiring pools are required.

Article 7—Evaluations

- More responsibility falls on the evaluatee to assert his or her contractual rights (e.g., participation by a UPM advisor, scheduling of the evaluation, etc.)
- Corrective actions may now be required—a performance improvement plan. Used to be optional participation.
- A formal written student complaint may trigger an evaluation of a temporary employee.

Article 8—Workload

- More specificity in the requirement to do work other than that associated with your primary assignment (e.g., program review, committee work, etc.).
- ”Professional service” is expected.
- Librarians scheduled by management.

Article 14—District Rights

- Less vague, which was a good thing where management rights were concerned.

Article 16—Upgrading

- If it is not written and negotiated properly, the resulting language could allow the District to avoid the entire process.
- No guarantees of improved clarity or performance in the process.

Article 23—Term

- No salary or benefit improvements for 2007-09.
- No retroactivity.