

## **2010-11 GCFA-Gavilan District Negotiations Package—Tentative Agreement**

*Please note that the E Board voted at its July 12 meeting to recommend this package to membership for a YES vote; the Rep Council voted via e-mail between August 23-29 to recommend this package to membership for a YES vote.*

1. Mutual opener Compensation: 2 percent COLA increase across the board for all faculty effective July 1, to be paid retroactively in Nov. pay warrants.
2. GCFA opener Article 22, workload item to even up uneven lab rates and explore a writing factor. Pass for this negotiations cycle in light of the above compensation increase for all faculty.
3. GCFA opener Article 24.2 reduced workload for retirees, pass for this negotiations cycle as there was too little interest for the District to want to do this.
4. District opener Article 29 dept chair, pass for this negotiations cycle as District appeared mostly interested in dept. chairs as they relate to part time evaluation, and then evaluation was handled separately.
5. District opener Article 22.2 on attendance accounting, agreed to language: "All faculty should take attendance verified against current rosters for at least First and Final Census [aka 12th week clean-up roster], minimally, to ensure that students are properly enrolled. All faculty teaching direct contact hour classes shall take regular attendance as instructed by their supervising Deans."
6. Mutual opener Part time faculty reappointment Article 16.4. Agreement to continue this discussion. Progress made in identifying models and benefits.
7. Mutual opener Article 1.3 Term of contract. Contract extended for three years, July 1 2011 through June 30 2014.
8. Mutual opener Article 1.4 Contract Re-openers : 2012-13: Compensation mutually open. Each side will get two non-monetary re-openers. Retirement incentive and employee benefits cannot be reopened unless mutually agreed. 2013-14: Compensation mutually opened. Each side will get two non-monetary re-openers. Current employees' benefits cannot be reopened unless mutually agreed. (Note that District may wish in 2013-14 to open retirement benefits for those hired after 2013-14.)
9. Mutual opener Article 8: Professional Dues/Organizational Security. Establishes that dues for part timers will come from the first four paychecks in a given semester. If fewer than four paychecks are issued, the deductions will satisfy the semesterly amount unless faculty work short-term or late-start classes, in which case up to four paychecks will be deducted during term of service. If too many dues are deducted, the GCFA will reimburse upon proof of overpayment. Part time faculty who are union members at other CCA-CTA colleges will not have to pay state and national dues twice. Documented religious objectors who provide proof of objection to GCFA annually may donate in lieu of dues to Community Foodbank in Hollister, St Josephs Family Center in Gilroy or Community Solutions in Morgan Hill. Other minor wording changes on how District remits dues monies to union.

10. Mutual opener Article 19: Part Time Evaluation process. Small changes to clarify purposes of evaluation including participation in teaching, learning, campus and department governance. Addition of clarifying language to differentiate Full Time vs. Part Time processes. College will make processes and procedures clear to first-time evaluatees before first classroom observation. Removal of 2008 note about revising evaluation forms. Establishment of part time process: Part-timers will be evaluated in first semester of teaching, twice in next five semesters, then at least once every six semesters thereafter. Additional evaluations may be done at District's discretion. First-semester part-time faculty will be evaluated by supervising administrator using same forms and processes as for full-timers, with addition of new cover sheet, but without a trained faculty evaluator. After that, part-time faculty will select trained faculty evaluator within the GCFA unit to do observation and complete paperwork. When department is small, full-timer may be from outside department. Full-timers may decline. Admin may suggest available full-timers if necessary. Training for all full-time faculty will be held Spring 2012 Staff development day and as needed thereafter—Senate, GCFA, and District will jointly plan. Trained faculty evaluators will receive \$100 for completion of an evaluation, but may take flex or co-curricular time instead. Notice of routine evaluations will be given to part-timers by District in first two weeks of semester (non-routine evaluations can be anytime.) After first evaluation by administrator, in subsequent evaluations trained faculty evaluator will make at least one classroom observation; evaluatee may request second observation by trained faculty evaluator or administrator. Trained faculty evaluator will meet with evaluatee afterwards to discuss observations and go over observation report and cover sheet. Evaluatee may invite administrator to this meeting but does not have to. Cover sheet will indicate whether trained faculty evaluator recommends additional administrative evaluation. If administrator did evaluation, all materials become part of personnel file. If trained faculty evaluator did evaluation, evaluatee may choose to not make observation form part of his/her personnel file. If concerns are raised, evaluatee and administrator will discuss concerns and create remediation plan with clear goals and timelines. Part-time faculty whose performance is deemed unsatisfactory at first evaluation may be rehired or not at the discretion of the supervising administrator. Part-time faculty who have subsequent unsatisfactory evaluation/s will work for 1-2 semesters according to remediation plan and be re-evaluated at the discretion of the administrator, but by the end of the following semester. Remediation activities may include workshops, conferences, class observations, receiving mentoring, working with other faculty. Individual remediation activities can be used for flex time but otherwise will not be paid for by the district. Two consecutive negative evaluations will be grounds for withdrawal of assignment. Faculty will have right to review all materials in their files, to respond to any such materials in writing, and to have responses included in their files.

11. Mutual opener Article 22.1 ASB advisor. Removes some duties and transfers these to a managerial position—these include budget oversight, travel arrangements, Book Scholarships, Student Center oversight, student events, club council, events calendar, fundraising activities, advertising and promotion of events, to management position. ASB advisor still charged with teaching, coordinating student representation on campus committees, student retreats and conference attendance, coordination of student lobbying, oversight of student elections, training club advisors and student trustee.

12. Mutual opener Article 28. Part time Staff Development funds. Part-time faculty who have been at Gavilan for four consecutive spring and fall semesters (grandfathering in all those who meet this requirement today) are eligible for travel and conference funding \$100 fall and \$100 spring semesters; they may accumulate this for up to two years or \$400. \$50-\$200 may carry over from one year to another but must be noted on year end check-out form. Also eligible for per diem and travel costs.

13. Mutual opener Article 10. Family leave revised in conformity with the national Family Medical Leave Act which: "entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

- Twelve workweeks of leave in a 12-month period for:
  - the birth of a child and to care for the newborn child within one year of birth;
  - the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
  - to care for the employee's spouse, child, or parent who has a serious health condition;
  - a serious health condition that makes the employee unable to perform the essential functions of his or her job;
  - any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" **or**

Twenty-six workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness who is the spouse, son, daughter, parent, or next of kin to the employee (military caregiver leave)."

14. Mutual opener Calendar. 2012-13 calendar will have Weds. start days both semesters. See attached.

15. Agreement to appoint an ad hoc committee to complete the work of determining what in the contract applies to full-timers, what to part-timers, and what to both. Committee may make minor clarifications and clean-ups, as re: numbering, etc.

16. Mutual opener Article 6: Association Rights to faculty members' names and contact information by third week of semester, an additional list later in semester for late-hires. Right to obtain additional special or supplemental lists at other times, giving District 30 business days to comply.