

Meeting called to order by T. Orf (Vice President) at 3:06 pm

Place: Cafeteria

FA E-Board Officers present: D. Fouquet (President), T. Orf, H. Gecox (Grievance Officer), V. Austin (Part-time faculty representative), N. Taylor (Membership chairman)

Total faculty present: 7

Agenda:

1. Negotiations update (including MOU status)
2. SCFF update
3. Other

Negotiations:

- a. **OEI: V. Austin** reported on the status of the **OEI MOU**. It has been signed and will soon be posted on the **District** website and (soon) on the **LPC** website. There will be a slight change which will relate to when faculty receive compensation for developing an online course which aligns with the **OEI** course approval. The first section relates to preparing for the **Exchange**. (It is no longer necessary to have a **CID**. The approval process will be posted on the website. **Vicky** reviewed what has occurred (relating to **LPC's** decision to join the **OEI** in **May 2018**). We should fully expect that things will evolve over time. It is anticipated that **LPC's** participation will be fully functional in the **Fall of 2020**. No courses will be "on" **OEI** until then. Regarding compensation: some funds that are left from the money negotiated for the Blackboard to Canvas conversion will be used to compensate people who have done the work. The funds were originally negotiated to be divided between the two colleges (**LPC** and **Chabot**) depending on **Chabot's** decision regarding joining the **OEI**. **Vicky** said that when the funding runs out, the **FA** will go back to the **District** requesting more funding. Payment will be based on the following: Those who complete an **OEI** aligned distance education course will receive **13 F hours'** compensation. For the second course, the faculty member will receive **7.5 hours'** compensation. She added that generally the first time takes more time to "get used to" the manner of developing the course. She also recommended that the prospective faculty member consider taking the **@ONE** course to become a peer reviewer to help them understand how to best prepare a course for the exchange take a review course to help get through the process. Once the course is developed, the faculty member has the right to teach it twice before other faculty members can teach it. She reiterated that **no one** can be required to develop a distance education course that aligns with the **OEI**. According to current **OEI policy**, courses that are "similar" in content (such as General Psychology) will be rotated so that no one institution has a monopoly on the course and there will not be a "flood" of the same course on the offerings. We have agreed to try to get **20%** of fully **DE** courses on the **exchange**. We will have full Academic Freedom. The approval process of a potential **OEI** course must go through the **Dean**. Faculty should explain what you want to do. There is also a **review process**. We are currently in the process of developing a local **review team** which will consist of faculty from **LPC**. When the course is completed and reviewed, it is sent to the **OEI**. There are **5 "F" hours** of compensation for the reviewer. There was also a change to **Article 10** in the **Contract** relating to this process, (**outside consortium**).
- b. **Parental Leave: Dave Fouquet** reported on this **MOU** (impacting Article 11 in the **Contract**) which he expects to be signed this week. **Dave** explained how this **MOU** was prompted by recent changes in the law (**AB 2012**). The **Contract** already provides that a unit member on a 12-week parental bonding leave will first exhaust their sick leave, and that differential pay kicks in for the remainder of the leave. Up to now, differential pay has been calculated as the difference between the person's regular salary and the actual substitute cost. This has been problematic for two reasons: First, it's complicated for the District to compute

and second, it has disparate impact on faculty. The **MOU** establishes that differential pay will be computed as 50% of the person's regular pay. The language in the **MOU** is going to include differential pay at **50%** for pregnancy and disability leave, and illness and injury leave, as well.

- c. **Janus: Dave** described another recent **MOU** impacting language in **Article 2**. As a result of the **Janus Decision** the mandatory agency fee is "gone." The **MOU** further establishes that the **Faculty Association** will process all changes in membership. Forms have been developed in which a faculty member may withdraw membership. The **FA** will also actively pursue orientation for part-time members.
- d. **Other Articles: Dave** added that a number of **Articles** have been discussed at the table such as **Article 9** (working conditions) **Article 10** (workload), and **Article 11** (leaves). A faculty member wanted to know if there was to be a pay increase. **Dave** replied that this discussion will happen later in the negotiation process, when there is better clarity on the budget situation. He added that it is hoped the **Contract** will be signed by the end of the summer and, if so, will be presented to the faculty by **Convocation Day**. The **District** seems willing to have it done. **Ratification** will be conducted in **Fall Semester**.
- e. **Reassign time:** This issue is being worked on. The **FA** is proposing to establish a significant pool of **reassign time** for discipline and program coordinators, that would be distributed between the two campuses in the District. **Dave** explained that the **FA Negotiators** are concerned about the possibility of a recession which would typically drive cuts in **Reassign time**; the advantage to having it defined in the contract is that reductions would have to be negotiated, in the event of a recession. The question was voiced by some faculty about **Article 21J.2** stipends which have not been discussed as yet at the table. **Dave** said that this will be coming up "soon." Some of the faculty expressed serious concerns about this issue being put on the "back burner" again. They added that they had done all the research requested of them to back up their requests, including communicating with faculty in their discipline at **Chabot College**. These requests have been promised to be acted upon for many years and yet they have still not been addressed in **Negotiations**. **Dave** emphasized that the state-level advocacy work has taken priority in recent months, in order to strengthen the **FA's** position at the bargaining table. The faculty members wanted assurance that it would be discussed this **Summer**. **Dave** asked if the affected faculty would be willing to discuss this with the **Negotiating** team this summer, even with a very short notice. The faculty affected assured him they were willing to be available. **Dave** and **Tom Orf** reminded them that the current **SCFF** may adversely affect the monies available to support the requested stipends. The faculty requested that the matter be prioritized.

Other:

- a. **Dave** reported that at a recent **CCCI** meeting, the members voted "**no confidence**" in the **Student-Centered Funding Formula (SCFF)**. Advocacy regarding the **funding formula** is ongoing. Increases in **Full-time** hiring percentage is being pushed. He added that all the **Independent unions (CCCI)** are keeping the pressure on legislators in **Sacramento**.

Meeting adjourned at 4:04 pm

Nancy Pinio (FA Recording Secretary)