



Know Your Contract

CCA General Meeting

November 14, 2018

Purpose of the Contract

The contract is an agreement between the faculty association (CCA) and the Kern Community College District (KCCD). The contract defines (but is not limited to) job duties, evaluation, compensation, working environment, and faculty rights. These items are defined in the *articles* of the contract.

Articles

- Article 1 – Agreement, Recognition, and Rights
- Article 2 – Negotiations
- Article 3 – Intellectual Property Rights
- **Article 4 – Professional Expectations**
- Article 5 – Faculty Area Chairs and Directors
- **Article 6 – Evaluation and Tenure of Full-Time Faculty**
- Article 7 – Evaluation, Security, and Seniority of Adjunct Faculty
- **Article 8 – Faculty Assignment**

Articles

- Article 9 – Staff Site Assignments/Transfer
- Article 10 – Reduction in Force
- **Article 11 – Benefits and Compensation**
- **Article 12 – Absences and Leaves**
- **Article 13 – Load Banking**
- Article 14 – Personnel Files and Complaints
- Article 15 – Work Environment
- **Article 16 – Grievances**

Note: MOUs can be found on our website at kccdcca.com

Contract Violations

Question: What happens if there appears that the contract has been violated?

Answer: Contact one of the BC Campus Representatives. All contacts can be found at kccdcca.com

Scenario #1 (Evaluations)

- You are serving on an evaluation committee and you do not agree with the final summary assessment of the rest of the team.
- Question: What should you do?

Scenario #1 (Evaluations)

Answer: According to the contract, you may submit a minority report/statement stating your position *BEFORE* signing the summary form.

1. Article 6.C.4.a – Pg. 36 (minority report)

A minority statement may be submitted to the evaluation package prior to the report being finalized and signed. (Also see article 7.3.e and 7.5.a for adjuncts)

Scenario #1 (Evaluations)

- Follow up Question: What if everyone on the committee believes the faculty evaluation is satisfactory, but the dean feels it is not. Can the dean overrule the committee and change the evaluation rating to “needs improvement” or “unsatisfactory”?

Scenario #1 (Evaluations)

Answer: No. The rating is based on the majority opinion.

Article 6.C.4.a.3 – Pg. 36 (team summary)

The Educational Administrator coordinates the evaluation team as it jointly completes the Evaluation Team Summary (attached to form A/FT), based upon the majority opinion of the group.

Scenario #2 (Disciplinary Meeting)

You are called into a meeting with your dean who has been given a student complaint that has been filed against you. You feel that this meeting may be disciplinary in action.

Question: What options do you have?

Scenario #2 (Disciplinary Meeting)

Answer: If you feel that the meeting is disciplinary in nature, you can evoke your ***Weingarten Rights***. This means that you want to reschedule the meeting so that you can have a union representative present.

Scenario #2 (Disciplinary Meeting)

Follow up Question: What If the dean does not grant this request? Can you leave the meeting?

Scenario #2 (Disciplinary Meeting)

- Answer: Maybe. An employer cannot discipline or discharge an employee for refusing to surrender his Weingarten rights to representation. If it is truly a Weingarten situation, the employee may remain silent or even leave and return to his/her normal work duties. However, given the complexity and unpredictability of the law, it is often more prudent for the employee to comply with the employer's directives, knowing that s/he might later be able to overturn any discipline that results from the unlawful meeting. Otherwise, the employee risks being disciplined for insubordination. (Source: <http://www.umass.edu/usa/weingartenqa.htm>)

Scenario #2 (Disciplinary Meeting)

If the dean does not grant this request, immediately contact a union representative because this would be a violation of the contract under Article 14.B.3 (Pg. 119).

Article 14.B.3 – Pg. 119 (union representation)

All faculty have the right to CCA representation in meetings with College or District administration where faculty reasonably believe that such meetings may lead to disciplinary action.

Scenario #3 (Faculty Assignment)

A faculty member has five classes and four preps. See schedule listed below (Note: Each class is 3 units each and together make a full load)

| Class | Days | Time |
|---------|------|-----------------|
| BKWV 1A | MW | 9:35 – 11:00 am |
| BKWV 1A | TR | 9:35 – 11:00 am |
| GLBL 2b | TR | 1:00 – 2:25 pm |
| FIPA 3 | MW | 6:00 – 7:25 pm |
| LGSP 4 | TR | 6:00 – 7:25 pm |

Question: Are there any problems with the faculty member's schedule?

Scenario #3 (Faculty Assignment)

Answer: Yes, there are two contract violations with the schedule.

1. Article 8K – Pg. 61 (Number of Academic Preparations):

The number of academic preparations should not exceed three per semester except in the following situations:

- *Upon instructor request*
- *To provide for a full teaching load after other alternatives have been exhausted*

Scenario #3 (Faculty Assignment)

2. Article 8.G.3 – Pg. 60 (Length of the Workday):

Since the start of the first class of the day and the ending of the last class of the day is more than 8 hours (in this case, it happens every day of the schedule), this would be a violation of this article which states:

The time span for part-of-load from the beginning of instruction to the end of instruction shall be limited to eight (8) hours per day. If the College President determines it to be necessary to exceed the eight-hour (8-hour) time span, the College President shall meet with the faculty member to explain the reasons for the assignment and to explore alternatives.

Scenario #4 (Curriculum Development)

Your department is creating some new classes, and your department chair tells you that you are the lucky person chosen to prepare the curriculum for BKVV B1 (Beginning Basket Weaving) to send to the curriculum committee for approval.

Question: Do you have to do it?

Scenario #4 (Curriculum Development)

Answer: No. Curriculum development assignments are *voluntary*. Also, if you agree, you should get paid! Compensation is 1/2 unit credit per class unit. There is a short simple compensation form just for this and it should be completed *prior* to beginning the assignment.

Article 8.P – Pg. 64 (Curriculum Development Assignments)

Assigned Curriculum Development: Faculty assigned to develop curriculum shall be compensated by reassigned time, load banking, or overload pay, as determined by the faculty member. Compensation shall be one-half (0.5) lecture hour equivalent (LHE) per unit. (e.g., 3- unit class = 1.5 LHE)

- 1. Full-time faculty shall be given preference for any curriculum writing assignments.*
- 2. This assignment shall be on a voluntary basis.*
- 3. The District's "Curriculum Development Agreement" form (See District's portal, "Employee Forms" tab) must be completed and signed by both parties.*

Scenario #4 (Curriculum Development)

Note: You want to make sure that you have the agreement signed before any work is done. There have been cases in the past in which faculty did the work and wanted to be compensated after the fact. If you do this, you are agreeing to work for free.

Scenario #5 (Sick Leave)

A faculty member cancels all their Thursday classes due to being sick. On Monday, the administrator wants the faculty member to submit their Academic Absence Report and the reason for their illness. Also the administrator says that the faculty member needs to contact all students by e-mail ahead of time.

Question: Are there any issues with the administrator's request?

Scenario #5 (Sick Leave)

Answer: Yes, there are two contract violations.

1. Article 12.B.2.d – Pg. 100 (reporting an absence)

It is the faculty member's professional responsibility to report absences accurately and promptly. Faculty members are required to complete and submit an Academic Absence Report within three contract days of returning to work. If a faculty member fails to submit an Academic Absence Report, the educational administrator shall submit the form and provide the faculty member with a copy of the form to ensure its accuracy.

Scenario #5 (Sick Leave)

Article 12.B.4 – Pg. 100 (proof of illness)

The District may require that absence due to illness or injury or quarantine which exceeds three (3) days duration within a thirty-day (30-day) calendar time period be verified by a written statement by a licensed physician indicating the reasons for and length of disability.

Note: The faculty member would not have to turn in the form until Tuesday and does *not* have to disclose the illness since it is not in excess of 3 days. There is nothing listed in the contract about contacting students when cancelling classes.

Scenario #6 (Intellectual Property Rights)

As the first teacher of BKWV B1, your dean is thrilled with the wonderful supporting materials you have created for the class. In fact, the dean tells you to run off copies to put on file for the future teachers of the class to use.

Question: Do you have to do this?

Scenario #6 (Intellectual Property Rights)

- **Answer:** No. Copyright to works created by a faculty member are owned by the faculty member, even if district resources commonly provided to faculty members (office computer, office printer) were used to create them. However, if the district paid you to develop the class, or provided special technical or secretarial assistance to aid in its creation, then the district has the copyright to the materials and can use them as it sees fit.

Scenario #6 (Intellectual Property Rights)

- **Article 3.C. 1 to 3 – Pg. 12 & 13 (Intellectual Property Rights)**
 1. *Copyrights to Works created by a faculty member using Nominal District Resources will be owned by the faculty member, even if those Works are created in connection with courses taught, or other duties performed as a faculty member, while employed by the District unless a separate Intellectual Property Rights Agreement Form is signed between the District and faculty member (see District’s portal, “Employee Forms”).*
 2. *Copyrights to Works created by a faculty member using Substantial District Resources shall be the property of the District unless a separate Intellectual Property Rights Agreement Form is signed between the District and faculty member (see District’s portal, “Employee Forms”).*
 3. *Copyrights and patents developed from projects undertaken by a faculty member at the request of the District using Substantial District Resources, including reassigned time of the faculty member, shall belong to the District and/or faculty member together with all royalties or profits, as provided in the Intellectual Property Rights Agreement Form to be concluded before the project is begun (see District’s portal, “Employee Forms”).*

Scenario #7 (Faculty Overload)

You have a schedule of 1.67 load for an upcoming semester and request another class which is available and not yet assigned, but you are told adjunct get first opportunity for this class—that you can't automatically have it because it first has to be offered to adjunct who might be available.

Question: Is this true? Do adjuncts get first opportunity?

Scenario #7 (Faculty Overload)

Answer: Yes.

Article 7.G.3 – Pg. 53 (adjunct security)

Full-time faculty members' semester workloads shall not exceed 0.67 above a full load if adjunct faculty members are available to teach additional classes that are offered.

Scenario #8 (Additional Compensation)

You take your students on a field trip on a Friday. You leave at 8 am and return at 6 pm that day. You have already fulfilled your required student contact/prep hours for that week and anticipate receiving about 10 hours of compensation pay at \$60 dollars per hour.

Question: Is something wrong with this expectation?

Scenario #8 (Additional Compensation)

Answer: Yes, there are two misconceptions.

1. You can only receive four hours per day of compensation for field trips. Exceptions depend on policy of specific college.

Article 11.K.4 – Pg. 79 (compensation for field trips)

Field trips are paid according to Article Eleven, Appendix D. For a staff member to receive a maximum of four (4) hours per day compensation for field trips, the field trip must be an integral part of the course and not an in lieu assignment for regular class meetings. Exceptions to the four-hour (4-hour) limitation may be made in accordance with the policy developed at the specific College.

2. The hourly rate for field trips or any other non-contract professional service is \$30.

Article 11 Appendix D – Pg. 94 (hourly rate)

The hourly rate for field trips, test administration, curriculum development, and coordinating evening lecture series or any other non-contract professional services not enumerated above shall be thirty dollars (\$30) per hour.

Scenario #9 (Faculty Assignment)

You have been assigned a class in Bakersfield College in the morning and Delano in the afternoon.

Question: Do you have to do this?

Scenario #9 (Faculty Assignment)

Answer: Yes. The administration has the right of assignment and can assign you a schedule as it sees fit (Article 8.A.) as long as it does not violate the faculty schedule guarantees laid out in Article 8.C.1. and 8.G. However, by Article 9.A., a faculty member does not have to work in multiple sites in successive semesters unless necessary to meet full load or satisfy student needs for program completion. Also, if the assignment is more than 40 miles from your current worksite, the President of the College or a designee shall meet with the faculty member to discuss the necessity, duration, and alternatives to the assignment.

Scenario #9 (Faculty Assignment)

1. Article 8.A – Pg. 56 (right of assignment)

The College President and/or designee shall determine the assignment for each faculty member to meet students' needs. The right of assignment shall not supersede any other protection guaranteed under this agreement.

2. Article 8.C.1 – Pg. 58 (load adjustments)

A faculty member shall not be required to teach overload.

Scenario #9 (Faculty Assignment)

3. Article 8.G – Pg. 60 (day/evening assignment)

The College President and/or designee may schedule faculty weekday and/or evening assignments as part of a semester load.

1. By written mutual agreement between the College President and/or designee and the faculty member, weekend assignments may be made. An assignment of twenty percent (20%) of load on Saturday shall be considered one work day.

2. No more than two (2) evenings or one evening and one weekend will be assigned unless requested by the faculty member or as necessary to complete a faculty member's load after exploring alternatives with the faculty member.

Scenario #9 (Faculty Assignment)

- *3. The time span for part-of-load from the beginning of instruction to the end of instruction shall be limited to eight (8) hours per day. If the College President determines it to be necessary to exceed the eight-hour (8-hour) time span, the College President shall meet with the faculty member to explain the reasons for the assignment and to explore alternatives.*
- *4. No faculty member will perform duties at more than one college site on the same day without mutual agreement between the faculty and the administration, except when necessary to make a full load.*

Scenario #9 (Faculty Assignment)

4. Article 9.A.2 – Pg. 65 (site assignment)

When the President determines to assign an employee to a full or partial load at a site under the President's control which is more than forty (40) miles from the current worksite, the President or designee shall meet with the affected employee to explain the necessity of the reassignment, the anticipated duration, and to explore alternatives. Upon request, reasons for reassignment shall be in writing. No faculty member will perform duties at more than one college site in successive semesters without mutual agreement between the faculty member and the administration, except when necessary to make a full load or to satisfy student needs for program completion.

Special Thanks

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