

# PCC FACULTY ASSOCIATION

## NEGOTIATIONS UPDATE

### OCTOBER 2013

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#### Contact

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#### Next PCCFA Meetings:

November 14, 2013  
12PM  
Room TBA

December 5, 2013  
12PM  
Circadian

#### Why No Labor Peace

The District cut off negotiations November 5, 2012 the night before Proposition 30 passed (producing a windfall of potential growth/FTES money of \$30+ Million for PCC over the next few years). The FA has repeatedly asked the District to resume negotiations since that time but the District has refused. Recently, following mediation and fact-finding, we again asked the District to resume negotiating they refused to sit across the table from us but agreed to post fact-finding mediation in July and a second post fact-finding mediation in September in which there was no movement. The District was unwilling to compromise. We continue to ask the district to resume negotiations in hopes we can come to an agreement.

These are the critical issues. All three are District proposals and the District has not compromised/moved on any of these three issues since their first negotiations 18 months ago.

1. The District continues to demand that we agree to take **50% of all future COLAs**. COLA is the "Cost Of Living Adjustment" provided by the state to the District just to keep up with inflation. **There is no cost to the District for COLA!** The District wants to keep 50% of state funded COLA for the general fund while allowing our salaries to decline 50% below inflation into the future.

- a. **COLA guarantees** faculty that our **salaries will keep up with inflation**
- b. A salary agreement that does not contain 100% of COLA **leaves faculty at the mercy/whim of the administration to offer us at least the other 50% of COLA to make sure our**

**salaries keep up with inflation** but if they intended to do that why would they want to take it away up front?

- c. There is talk of a "super COLA next year alone of 4.4%
2. The District continues to demand that **we increase our workload an average 20% over the "1982" NCNs**. What this means

a. We would have to agree to undermine the shared governance process and all the hard work of our fellow faculty reviewing and revising our NCNs in 2012.

b. The **unequal implementation** of this would require many teachers to take on a much greater workload than 20% increase

- c. Example:
  - i. 1982 NCN = 45
  - ii. 2012 NCN = 35
  - iii. 1982 NCN + 20% = 54 students
  - iv. 9 over 1982 NCN
  - v. 19 over 2012 NCN

d. **NOTE: We did offer to compromise and allow up to 10% greater NCNs without additional compensation and the District refused to compromise! That's right we offered to take on 10% more workload for no additional compensation to help PCC meet its FTES goals and the District refused.**

e. Did any other group on campus agree to a 20% workload increase?

3. The District demanded that we **agree to the Winterless Calendar that was imposed on us last**



# Faculty Association Proposal to PCC District (September 27, 2013)

**Introduction:** The September 27th negotiations sessions as the third mediated session this calendar year. The FA has sought to negotiate face to face with the District, but since May 30, 2013, it has refused. The following FA proposal was presented to the District via a PERB mediator. It was rejected. No counterproposal from the District has been forthcoming.

## **1. Term: 2 years**

**Rationale:** a two-year term covers dates from July 1, 2012 to June 30, 2014. FA research and input from statewide sources (FACCC, CCCI) indicate that the current year after the passage of Prop 30 is a transition year. Next year's budget will fully realize the significant growth funding and COLA (said to be 4.2%) from an improved state fiscal climate.

## **2. Faculty Salaries**

**Year 1 (2012-13) a 3.4% (retroactive to July 1, 2012)**

**Year 2 (2013-14) a 3.4% increase on the salary schedule (retroactive to July 1, 2013).**

**a. Additional 1% increase (2012-13) to adjunct salary schedule (towards parity)**

**b. Additional 1% increase (2013-14) to adjunct salary schedule (towards parity)**

**Rationale:** Faculty have not had a raise in nearly seven years, and modest increases retroactive to July 1, 2012 could easily be accommodated by the District. Note: data from the state statistics place PCC faculty salaries at below median levels. The additional 1% for Part Time faculty honors the attempt to bring Part Timers to "parity" which has been a goal for every district for at least seven years.

## **3. Adjunct Faculty Office Hours**

**6 additional hours per semester per adjunct, total of 12 hours to provide students access to faculty**

**Rationale:** Currently Part Time faculty are paid 22.5 minutes per week for conference/office hours (many do not have offices). Increased compensation is also conducive to student retention and student success. Massive increases

in student enrollment to achieve FTES goals will require significant hiring of more Part Time faculty in the immediate future.

## **4. Adjunct Faculty will be paid hourly rate for ancillary work**

**Rationale:** As Part Time Faculty are increasingly asked to fulfill tasks outside their classroom obligations, they face increased but uncompensated workloads (assessment, SLOs, etc.). There needs to be one uniform statement on compensation for ancillary duties.

## **5. Right of Refusal for Adjunct Faculty**

**Qualified Adjunct Faculty will have first right of refusal to one class in the Fall and Spring Academic Semesters. This right will not supersede any rights or contractual commitments of either full faculty or the District's right to manage classes and enrollment. A working group will draw up the policy and implementation will commence Fall 2014.**

**Rationale:** Fundamental job security for Part Time faculty with positive evaluation is essential for the basic integrity of any educational institution; most other local campuses have contractual protections in place. PCC has lagged behind.

## **6. Class size**

**District will respect the collegial process of C&I and reinstate the 2012 numbers. Increases in class size will be treated as Large Group Instruction (LGI)**

**Rationale:** The Academic Senate and Curriculum & Instruction (C&I) Committee deliberated for over a year that culminated in the college-wide program review that developed pedagogically appropriate class sizes. For one semester (Fall 2012) these innovative strategies were implemented, only to be undone Spring 2013. The FA supports shared governance as a foundation of collegial integrity; meaningful class size is pedagogically critical; and intensified workloads are not sustainable.

## 7. Release Time

Increase the FA release time to 2.0 FTE

**Rationale:** The FA negotiated 2.0 release time for the Executive Board of the Academic Senate in the last round of negotiations. For over a decade, release time for the Senate and the FA had been the same; 2.0 FA release time would reinstate parallel release structures.

## 8. CSU and UC style large courses will be offered at 300% NCN (at enrollment) for 2X load and 6 hours a week of TA

**Rationale:** The college makes enormous amounts of money from Large Group Instruction. Some courses are pedagogically conducive to large class sizes; the FA seeks an innovative strategy to develop FTES while instructors are compensated appropriately.

## 9. SERP for 2013-14 year

**Rationale:** Supplemental Employee Retirement Plans are win/win. Senior faculty are rewarded for years of service. The District benefits by shedding large salaries.

## 10. Academic Calendar

The District and the Association shall meet annually to negotiate academic calendars for at least the next two fiscal years. If agreement on a calendar cannot be reached, a calendar as close in structure as possible to the most recently agreed upon calendar will be set by the District.

**Rationale:** Upon advice of legal counsel and to follow other districts (e.g. Santa Monica CC), specific contractual language on calendar could alleviate future strife.

### ARTICLE 12 SALARY INCREASE

Full-time Contract Faculty Total Compensation: Midpoint - MA+18 or BA+54, Step 10			
District	Salary at MA+18, or BA+54 Step 10	Max H&W Contribution	Total Compensation
Palomar CCD	\$80,906	\$19,460	\$100,366
Mt. San Antonio CCD	\$87,680	\$10,500	\$98,180
Sonoma CCD	\$75,077	\$22,568	\$97,645
Santa Monica CCD	\$75,837	\$20,024	\$95,861
Long Beach CCD	\$73,533	\$21,066	\$94,599
Cerritos CCD	\$77,430	\$15,855	\$93,285
<b>Pasadena CCD – 2014 2.4%</b>	<b>\$74,337</b>	<b>\$17,306<sup>1</sup></b>	<b>\$91,643</b>
<b>Pasadena CCD – 2013 2.4%</b>	<b>\$72,595</b>	<b>\$17,306<sup>1</sup></b>	<b>\$89,900</b>
<b>Pasadena CCD</b>	<b>\$70,894</b>	<b>\$17,906</b>	<b>\$88,799</b>
Southwestern CCD	\$72,886	\$13,434	\$86,320
El Camino CCD	\$77,352	District did not provide	N/A
Citrus CCD	\$73,514	District did not provide	N/A
Glendale CCD	\$70,597	District did not provide	N/A

Source: 2012-13 PCCD Contract Faculty Salary Schedule and Benefits Information and Comparable District Group Survey of Salary Schedules and Benefits Information

<sup>1</sup>Health and welfare benefits District contribution reflects proposed \$50 per month employee contribution equating \$600 annually (\$17,906-600 = \$17,306).

## Why No Labor Peace - continued from Page 1

August (completely violating shared governance) and demanded that we **drop our PERB Unfair Labor Action** against the District in order to get an agreement.

**Also, we offered to sign a 3 year agreement which would have provided labor peace throughout the accrediting process. This was what the District requested and above and beyond the Fact-Finder's recommendation of a 2 year contract.**

### Calendar of Negotiations

April 2012	Sunshine proposals @ BOT mtgs.
May, 2012	Negotiations begin
November 5, 2012	District cut off negotiations on eve of Prop. 30 election
November 6, 2012	Prop. 30 passes resulting in at least \$6.7 Million additional funding for PCC
December, 2012	March, 2013 – Mediation
May/June, 2012	Fact Finding
July, 2012	1st Post-Fact-Finding Mediation
September, 2012	2nd Post-Fact-Finding Mediation

### ARTICLE 12 SALARY INCREASE

**Reason 5:** Based upon the most similar comparison data available, the District's maximum and median adjunct hourly rates are very competitive when compared to the comparative group.

The District reports the fourth highest maximum adjunct hourly rate of the comparative group. Note: these comparisons are based upon the beginning rate, median rate, and maximum rates provided on each of the comparative districts salary schedules, however some districts only have 3 cells, and others utilize a full salary schedule of 50 cells. This data is the most similar comparison possible.

Salary – Adjunct Hourly Rate			
District	Beginning Rate	Median Rate	Maximum Rate
Sonoma CCD	\$72.21 (minimum requirements)	\$89.60 (minimum requirements plus 75 units or MA + 40 units)	\$105.78 (PhD)
Santa Monica CCD	\$40.93	\$70.90	\$97.03
El Camino CCD	\$73.73 (BA)	\$83.31 (BA)	\$94.11 (MA)
<b>Pasadena CCD (current rates)<sup>3</sup></b>	<b>\$49.56 minimum qualification</b>	<b>\$65.25 (BA+72 units or MA+36)</b>	<b>\$84.58 (Doctorate)</b>
Mt. San Antonio CCD	\$68.48 (BA and or minimum qualifications)	\$75.92 (BA and or minimum qualifications and 60 graduate units including Masters)	\$81.35 (Doctorate or other qualifications)
Citrus CCD	\$64.06 (Minimum Qualifications)	\$70.56 (Masters + 60 units)	\$80.06 (Masters + 80 units)
Southwestern CCD	\$62.45 (30 units beyond bachelors)	\$70.80 (Masters w/ 45 units beyond Bachelors)	\$76.80 (Masters w/ 75+ units beyond bachelors)
Glendale CCD	\$51.58 (Bachelor's Degree or a Community College Instructor's credential)	\$61.06 (Bachelor's Degree plus fifty-six (56) Carnegie units and Master's)	\$69.20 (Bachelor's Degree plus seventy (70) Carnegie units and Master's)
Palomar CCD	\$52.58 (less than Masters)	\$58.74 (Masters degree plus 30 units)	\$66.47 (2 MA degrees or doctorate)
Long Beach CCD	\$47.43 (Less than Masters)	\$54.31 (Masters)	\$62.16 (Bachelor's +54 & MA or Masters +24)
Cerritos CCD	\$48.83 (Minimum Qualifications)	\$54.60	\$60.33

Source: Survey of district salary schedules

## Legal Opinion on Adjunct Faculty Assignments

Roger,

You requested my opinion regarding the District's failure to provide contracts for part-time faculty assignments, fulltime overload assignments, and intersession assignments. My first reaction is that it is just common sense for both the District and the employee to have written confirmation of assignments.

But, going beyond that, here are my quick thoughts about the legal implications. First, although there is no specific Education Code sections which require a written contract for each assignment, there are numerous Education Code sections which implicitly assume there will be a contract. These include Education Code Sections 87410, 87606, and 87482. In addition, Education Code Section 87482.8 urges community college districts to make part-time faculty an integral part of the college by such steps as informing part-timers of their assignment at least 6 weeks in advance, listing names in the class schedule instead of just "Staff," and making campus facilities available in the same manner as fulltime faculty.

Also, as I understand it, the longstanding District practice has been to issue a written contract. PERB has recognized that a longstanding practice should be considered a policy equivalent to a working condition. Employees have the right to rely on that policy.

In my opinion, this becomes particularly important in the context of unemployment benefits for part-time faculty. As you know, part-time faculty are entitled to unemployment benefits when they are not employed, pursuant to the Cervisi decision. When part-time faculty apply for unemployment at the EDD, there are two main issues which arise often. The first issue is the starting and ending dates of employment. The EDD wants to make sure that part-time faculty are not receiving unemployment benefits when they are employed.

The second issue is the contingent nature of part-time assignments. Most districts provide written contracts which list the contingency of the assignment, such as lack of enrollment or the need for a fulltime instructor to fill a load. The law is that there is no "reasonable assurance" of employment when an assignment is contingent.

Without a written contract, it becomes more difficult for the employee to prove eligibility to an often skeptical EDD clerk.

Over the years, I have been engaged in legal work in most of the community colleges between San Diego and Fresno. I have never heard of a District not providing written assignments.

Lawrence Rosenzweig

## Board of Trustees extends president's contract

Philip McCormick

The Board of Trustees extended Superintendent-President Mark Rocha's contract through June 30, 2017 this week, granting Rocha the same pay raise of 4.79% over two years recently approved by the Board for all the administrators and classified staff.

"This will insure that we will have [Rocha's] effective leadership through our reaccreditation effort, the full implementation of our Educational Master Plan and the development of our facilities Centennial Master Plan," board president John Martin said during the Board's Oct. 7 meeting. "The entire Board is grateful to [Rocha] for guiding PCC safely through the state budget crisis and maintaining PCC's high student success outcomes."

Student Trustee Simon Fraser abstained from the vote, noting that he hadn't been involved in closed session discussions about Rocha.

The Faculty Association voiced its displeasure with the Board's decision to approve a raise for Rocha and not for them. Faculty Association president Roger Marheine said that the FA was "very saddened" that the Board had "turned its back" on the Faculty.

"Obviously the Board has dismissed us and not given a distinguished faculty the respect that they deserve," Marheine said. "The FA is most concerned that the district has refused to negotiate pay raises for full time and part time faculty across the campus. We are disappointed that the district has chosen not to give us a proposal that would meaningfully improve the lives of faculty on campus." The FA did not agree with the elimination of winter intersession, which sparked tension between it and the administration.

However, during Rocha's time here at PCC, there have also been many bright spots. Last year, Pasadena City College won the State Chancellor's Award for Student Success for its Pathways Program that has significantly increased student achievement and has grown to over 1,500 students. This fall, PCC will have offered more class sections to students than any other time in the college's history, according to Senior Vice President Robert Miller.

"I am very grateful to the Board for its support," Rocha said. "We have the best faculty, staff and managers [here at PCC] than anywhere. I am more optimistic and hopeful about PCC's future than ever."