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SUBJECT: INITIAL PROPOSALS FOR ACE AND SEIU

Government Code Section 3547 requires that all initial proposals in collective bargaining must be presented at public meeting of the public school employer. This is known as "sunshining" the initial proposals. The District's initial proposals to ACE and SEIU are being released as public documents.

At the Board's next meeting on February 5, 2009, the public, having had a reasonable time to inform itself regarding the provisions of the initial proposals, will have an opportunity to express itself regarding the proposals in the form of public comments. Having received the public comment, the Board will vote to "adopt" the initial proposals.

District Initial Proposal in Negotiations for 2008-2010 ACE Successor Contract

The West Valley-Mission Community College District recognizes that the success of the District depends on the District and its academic bargaining unit members pursuing a common set of goals. Negotiations for a 2008-2010 successor contract present an opportunity for ACE and the District to come together to define those goals and to work together as partners to achieve them.

The District sees an approach to negotiations which includes collegiality, sharing of information, and understanding each others' interests as essential to building trust between the parties. Accordingly, the District identifies the following goals, specific areas of the contract which affect achievement of those goals, and proposals for achievement of those goals. These proposals represent one way of achieving these goals. There are many possible "right answers" to address the challenges facing the District. Through these negotiations, the District commits to work with ACE to explore all options in an effort to come up with solutions which best meet the needs of the District and ACE members:

1. Reestablish the Fiscal Stability of the District

The District faces the very serious, urgent challenge of closing a budget gap in 2009-2010 of at least 9 million dollars which could increase to 12-14 million dollars or possibly higher due to the State's fiscal crisis. The District's fiscal crisis requires that all financial options for keeping the District solvent be on the table, including reductions in personnel expenditures and the institution of cost containment mechanisms in the area of health benefits. Each bargaining unit and group of unrepresented employees is being called on to share equitably to do what is necessary to keep the District out of bankruptcy and avoid State takeover.

Articles which impact this goal include:

Article 13: Compensation

In order to respond to fiscal constraints, the District proposes to decrease the base salary schedule of all employee groups effective July 1, 2009.

The District proposes a one-year "freeze" on all step and column movement on the salary schedule for 2009-2010.

Article 14: Fringe Benefits Out of control health benefit cost increases continue to pose a major threat to the immediate and long-term financial health of the District. The time has come for the District to join the vast majority of other community college districts, school districts, and other educational institutions by instituting systems of cost containment which will preserve the District's ability to continue to meet the coverage needs of ACE members.

The District proposes that its contribution to the cost of premium for the health benefit plans (including medical, dental and vision coverage) provided to members be capped at an amount which will adequately respond to the District's fiscal constraints.

The specification of particular health benefit providers in the ACE contract, including prescription plan providers, takes away the District's bargaining power when negotiating annual rate renewals with these providers and consequently leads to higher premium costs. The District proposes that the names of particular providers be removed from the contract and that specific plan design features be listed instead, thereby allowing the parties greater flexibility in achieving cost containment while continuing to meet the agreed level of benefit needs of the bargaining unit as a whole.

The study of Medicare Bridge programs in Article 14.3.1 shall be deleted as it is no longer necessary.

Finally, the District proposes that the parties review the Benefits Subcommittee to increase the effectiveness of this committee. The Benefits Subcommittee should be free to "think outside the box" and to explore District-wide solutions to health benefit cost and coverage issues. As a District-wide committee with members from all employee groups it is appropriate for this committee to operate independent of the District's specific bargaining agreements with its employee unions. Therefore, the District proposes to remove reference to the Benefits Subcommittee in the ACE contract.

2. Create a Supportive and Productive Working Environment Which Promotes the Development of All Employees and Contributes to Excellent Educational Experiences for Students

The District recognizes that high morale among its academic staff fosters a working environment in which faculty can focus on instruction and academic achievement. When the District and its faculty are involved in disputes it distracts from this goal. It is proposed that the parties address areas of the contract which could lead to a more harmonious, supportive, and productive working environment. The creation of an improved working environment will contribute to a high level of student learning and enrollment growth.

Articles which impact this goal include:

Article 16: Calendar

Having a defined work calendar set as far in advance permits both faculty members and the Colleges to engage in long-term planning essential to a successful academic experience for students and work experience for employees. The District proposes that the contract be modified to require that the academic calendar always be set three years in advance. Each year the parties will meet and confer outside of regular negotiation sessions in order to set the calendar for the third year in the future. If the parties do not agree on the third year calendar by October 15 of a given year, the District shall set the calendar for that year.

Article 37: Conference Leaves

The District proposes to revise the way funds are allocated for the purpose of faculty member attendance at conferences. It is recognized that some particularly valuable conferences cost more than \$200 per member. Therefore, the District proposes to eliminate the \$200 per conference limit in Section 37.3.

Also, the District sees professional development opportunities as important in that they provide a means by which faculty can bring new ideas and skills back to the District to benefit student learning. These conference funds need to be spent on appropriate professional development in the current fiscal year for which they are budgeted to achieve the benefit intended. If these valuable funds are not spent within the fiscal year, they should be redistributed for other uses within the District's budget. Therefore, the District proposes the elimination of the "Rollover of Unused Conference Funds" in Section 37.2. All unused funds currently retained in this fund for fiscal years previous to 2008-2009 shall be distributed by the respective Offices of Instruction for faculty professional development activities.

3. Provide the Highest Level of Services to Students and the Public to Increase Student Success and Learning

4. Achieve Enrollment Growth by Enhancing Our Ability to Gauge Student Needs, Goals, and Performance and Develop Teaching Methods to Respond to this Information and by Improving the District's Image in the Community

The quality, variety, and relevance of the District's educational programs directly contribute to students choosing to attend our Colleges. Creating an academic atmosphere which is conducive to bringing out the best in our faculty is essential to increased student enrollment. To this end, development of clear and equitable expectations and definition of roles within the Colleges for all faculty is beneficial.

Articles which impact these goals include:

Article 3: Waiver of Negotiations

The parties should have plenty of time to negotiate changes to the contract before it expires. In order to facilitate this process, the number of days prior to contract expiration in which the parties may engage in negotiations should be increased from 120 to 180.

Article 8: Association Rights

The District proposes a modification to Section 8.9.1 such that the maximum number of members released from work duties to attend negotiations shall be reduced from five (5) to four (4) members (i.e. 2 from each College).

Furthermore, the role of negotiator and the quasi-management role played by Division and Department Chairs can become incompatible and interfere with the effective functioning of the academic environment of the College. These potentially conflicting duties are best performed by separate individuals. Therefore, the District proposes that Division and Department Chairs shall not be eligible to serve as negotiators.

The amount of released/reassigned time provided to members at no cost to ACE shall be reduced from 1.60 FTEF per academic year (.80 FTEF per semester) to 1.20 FTEF per academic year (.60 FTEF per semester.)

Article 13: Compensation

So as to effectively utilize instructional resources for academic instruction all authorized release/reassigned time duties which account for .50 FTEF or less shall be compensated by way of stipends to be negotiated between the parties, rather than be considered part of load.

Article 18: Load

The Load Committee has engaged in protracted disputes which have interfered with the efficient loading of courses. This situation ultimately has the effect of interfering with the District's financial recovery. Therefore the District proposes that the Load Committee be disbanded and Sections 18.6.1 and 18.6.3 be deleted from the contract. Future load decisions shall be made according to a formula to be negotiated between the parties.

Such a formula may allow for a faculty member who teaches a large lecture course of at least 100 students shall receive 2x the load credit for that course and a member who teaches a large lecture course of at least 75 students shall receive 1.5x the load credit for that course.

Load credits for existing courses shall be revisited and revised to assign load based upon appropriate pedagogy and to satisfy principles of consistency and equity across the District.

Load balancing rules allowing flexibility in teaching under-loads and overloads from year to year shall be instituted.

Faculty members with reassigned time of equal to or greater than .50 FTEF shall be ineligible for overload.

Up to .67 of a full-time member's load may consist of distance education courses. To meet the needs of the department, exceptions to this limit shall be made on a semester by semester basis subject to final approval of the appropriate Vice-president or designee. This is consistent with Article 53 (Technology).

Article 19: Assignments

An overload assignment as defined in Section 18.5 of the contract may be scheduled at any time but shall not normally exceed a maximum of .20 over a 1.0 load. Overload assignments between .20 and .40 may be approved by the Vice President of Instruction on a semester by semester basis.

The Chancellor or designee has the right to assign any member to any work location within the District in accordance with Article 7. In addition, the President or designee retains the right to assign the work location and work schedule of a member when such assignment is in the best interests of the District.

A new section shall be added to this Article which will provide that the District shall have the right to assign Special Assignment Instructors to either a 10 month or 11 month calendar at the discretion of the District.

Article 20: WSCH/FTE Performance Goals

As currently constituted, the Performance Goals Committee has not operated effectively to improve the productivity of the District. The responsibilities of the Performance Goals Committee will be assigned to the Offices of Instruction at the respective Colleges.

Article 21: Organizational Structure

The District proposes that the organizational structure of the District be changed District-wide. The responsibilities formerly performed by Division Chairs shall be performed by Deans who are educational administrators. Article 21.1 shall be modified accordingly. All references to Division Chairs shall be eliminated throughout the contract and all applicable articles revised to reflect the new organizational structure.

Article 22: Institutional Responsibilities

Add a provision making it clear that institutional responsibilities shall be appraised according to the procedures set forth in Article 26.

Article 24: Administrative Change to Member's Assignment

Change "permanent assignment" to "current assignment" throughout the Article.

Articles 26 and 112: Appraisal

The parties will continue to refine appraisal procedures, appraisal guidelines, and appraisal forms.