

5 May 2022 College Proposal

Contents:

Article 9 Changes

Article 19 Changes

Article 20 Changes

Article 21 Changes

Article 23 Changes

Article 26 Changes

MOA: Impacts of SB 551 Changes

2022 LCCEA CONTRACT RE-OPENER

5 May 2022 College Proposal

The following contract excerpts contain the proposed economic updates from the College.

ARTICLE 9

- 9.1 **Work Year.** Employees contracted to work a three (3) term year shall work one hundred seventy ~~one~~ **two** days as scheduled by the College. The ~~172~~ **174** days include 165 instructional days, and ~~seven six~~ **(76)** non-instructional days. (The contracted faculty salary schedule shall be increased commensurate with the number of increased work days.)
- 9.2.1 **Non-instructional Days - Contracted.** ~~Seven Six~~ non-instructional days may be scheduled by the College for contracted faculty prior to the beginning of classes each fall term. ~~Five Four~~ of the non-instructional days shall be assigned for Fall in-service activities as described in Article 9.3. The remaining two non-instructional days that fall outside of fall in-service may be scheduled and assigned by mutual agreement of the faculty member and her/his manager. In addition to these ~~seven five~~ non-instructional days, one (1) day of in-service shall be scheduled during the Winter or Spring term.
- 9.2.2 **Non-instructional Days - Part-time.** Each part-time faculty member shall be compensated for attendance of a maximum of thirty ~~six two~~ **(362)** hours of college-wide in-service scheduled activities every academic year. Part-time faculty will be compensated at their hourly rate for all hours attended.
- 9.2.2.1 Up to a maximum of twenty ~~eight four~~ **(284)** hours of in-service attendance for part-time faculty members shall be compensated each year prior to or during the fall term if the employee works as a member of the bargaining unit during fall term. These hours will typically be scheduled prior to and contiguous with fall term. The primary purpose of these hours is for in-service attendance. Part-time faculty members not utilizing all twenty ~~eight four~~ **(284)** hours during in-service may use any and all remaining hours for meeting attendance and/or on campus workshops and trainings prior to the end of the next Spring term. Faculty members shall report such activities via their electronic time sheet.
- 9.3 **Fall In-service.** Fall in-service shall be held on the **Monday**, Tuesday, Wednesday, Thursday, and Friday immediately prior to the first week of

2022 LCCEA CONTRACT RE-OPENER

classes in fall term. **Monday shall be scheduled for administration identified priorities, such as, but not limited to, student outcomes assessment activities.** Tuesday morning shall be scheduled for professional development activities, mutually planned, agreed to, and implemented, by a committee including no less than three faculty members, including the Faculty Professional Development Coordinator and selected by the Faculty Professional Development Oversight Committee. Wednesday morning may be scheduled by departments/divisions for faculty meetings; Tuesday afternoon may be scheduled for faculty sabbatical reports. Thursday morning may be scheduled by the College for the President to meet with the faculty. Thursday afternoon may be scheduled by the Association for an All Faculty Meeting; no other faculty events may be scheduled during the All Faculty meeting. Wednesday afternoon and Friday shall be class prep days; no other required activities may be scheduled for faculty members on class prep days.

- 9.4 **Faculty Connections.** Faculty Connections is a faculty-organized orientation of new faculty members. Faculty Connections shall be held **during the week Monday immediately** prior to Fall in-service or as determined by the Faculty Connections Steering Committee.

ARTICLE 19

- 19.4.1 Family members eligible for faculty tuition waivers are IRS dependents and children; **step and foster children; spouse's children, step and foster children** for whom the employee is a legal guardian **or for whom the employee is legally or financially responsible; and spouse.**: "Spouse" includes **non-married** eligible domestic partners of either gender.

ARTICLE 20

- 20.4.1 A parental leave (for maternity, paternity, ~~or~~ adoption, **or newly fostered children**) to a maximum of one (1) year shall be granted without compensation to an employee who is pregnant or has given birth to a child, who is taking care of a pregnant partner or newly born child, ~~or~~ who is engaged in an adoption or establishment of an adoption relationship, **or newly established a foster child relationship.**
- 20.5 **Care for Parents.** Leaves for care for their own infirm parents, **step-parents, or grandparents,** or those of their spouse **or domestic partner of any**

2022 LCCEA CONTRACT RE-OPENER

gender, will be provided in the same manner as ~~parental leaves in this Article 20.4.~~

ARTICLE 21

21.2.2 For the purposes of this Article, immediate family includes: parents (including step), spouse or domestic partner, children (including step and foster), siblings, mother- or father-in-law, son- or daughter-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, members of the immediate household whose official residence is the same as that of the employee, persons for whom the employee is legally responsible, and persons who are dependent upon the employee for care. ***Step and in-law relationships shall be inclusive of non-married domestic partners of any gender.***

21.2.5 ***In the case of both serious illness and death, the employee may be granted up to five (5) additional days leave with pay for bereavement subject to approval by the responsible administrator.***

ARTICLE 23

23.14.1 The curriculum development hourly rate shall be **\$32.50** ~~\$30.00~~ and shall not be awarded for regular, routine course updates to contracted faculty but may be for part-time faculty.

ARTICLE 26

26.2.5 Step increases shall be granted annually, ~~except as provided in Article 26.2.6.1.~~

~~26.2.6.1 On a one-time only, non-precedent setting basis, step increases shall not be granted for 2019-2020.~~

~~26.2.7 A half-step in the amount of 1.875% shall be added to the top of the salary schedule on July 1, 2021 and the bottom half step shall be dropped.~~

26.2.8 Cost of living adjustments will **reference** ~~be based upon~~ the U.S. CPI-U All Cities, All Items, Non-Seasonally Adjusted (Series ID: CUUR0000SA0), January to January changes, according to the Bureau of Labor Statistics, February releases **and be applied**, ~~except as follows in 26.2.8.1. GOLAs are effective and applied to salary schedules on July 1 each year.~~

2022 LCCEA CONTRACT RE-OPENER

26.2.8.1 For the 2022-2024 years, when the inflation index referenced in 26.2.8 is less than 1%, a minimum of 1% shall be applied to salary schedules on July 1, 2022 and July 1, 2023. When the inflation index outlined in 26.2.8 is greater than 2.25%, 2.25% shall be applied to the salary schedules on July 1 of 2022 and 2023.

~~26.2.8.1 For the 2019-2022 years only, COLAS shall be applied to the salary schedules on July 1 as follows: 1% on July 1, 2019; 1.25% on July 1, 2020, and 1.5% on July 1, 2021. July 1, 2019.~~

26.3.5 Nurse Practitioner Work Year: Nurse *Practitioners* Practitioners in the Student/Staff Health Clinic may voluntarily choose to work beyond the normal work year as defined in Article 9, if the College identifies such a need. Those working beyond the normal work year shall be compensated for such additional working days at their individual per diem rate.

26.4.5 Annual cost of living adjustments will *reference* be based upon the U.S. CPI-U All Cities, All Items, Non-Seasonally Adjusted (Series ID: CUUR0000SA0), January to January changes, according to the Bureau of Labor Statistics, February releases *and be applied*, except as follows in **26.4.5.1.**

26.4.5.1 For the 2022-2024 years only, when the inflation index referenced in 26.4.5 is less than 1%, a minimum of 1% shall be applied to salary schedules on July 1, 2022 and July 1, 2023. When the inflation index outlined in 26.2.8 is greater than 2.25%, 2.25% shall be applied to the salary schedules on July 1 of 2022 and 2023.

~~26.4.5.1 For the 2019-2022 years only, COLAS shall be applied to the salary schedules on July 1 as follows: 1% on July 1, 2019; 1.25% on July 1, 2020, and 1.5% on July 1, 2021. July 1, 2019.~~

~~26.4.6 The part-time faculty salary schedules will be restructured as follows:~~

~~26.4.6.1 The bottom step on the part-time faculty salary schedule shall be dropped, and steps shall be renumbered. Part-time faculty currently on step 1 shall move to current step 1.5 before it is renumbered.~~

~~26.4.6.2 Whenever steps or half-steps are added to the top of the contracted faculty salary schedule and/or whenever steps or half-steps are removed from the~~

2022 LCCEA CONTRACT RE-OPENER

~~bottom of the contracted faculty salary schedule, commensurate additions and/or removal of steps or half-steps shall be made to the part-time faculty salary schedule.~~

~~26.4.6.2 Part-time Faculty Parity Adjustments. The 2019-20 part-time faculty salary schedule shall be adjusted by 2.0% after COLA is applied. The 2020-21 part-time faculty salary schedule shall be adjusted by 2.5% after COLA is applied. The 2021-22 part-time faculty salary schedule shall be adjusted by 3.0% after COLA is applied. All parity adjustments are effective July 1 each year.~~

MOA: Impacts of SB 551

7.e One and one half non-instructional days shall be restored as a paid working days such that the contracted faculty work year shall be **173.5** days with a commensurate salary increase. Article 9.3 shall be modified as follows. **Fall In-service.** Fall in-service shall be held on ***the Thursday afternoon and Friday (11 and 10 days prior to the beginning of fall term), and*** the Monday, Tuesday, Wednesday, Thursday, and Friday immediately prior to the first week of classes in fall term. Monday shall be scheduled for administration identified priorities, such as, but not limited to, student outcomes assessment activities. Tuesday morning shall be scheduled for professional development activities, mutually planned, agreed to, and implemented, by a committee including no less than three faculty members, including the Faculty Professional Development Coordinator and selected by the Faculty Professional Development Oversight Committee. Wednesday morning may be scheduled by departments/divisions for faculty meetings; Tuesday afternoon may be scheduled for faculty sabbatical reports. Thursday morning may be scheduled by the College for the President to meet with the faculty. Thursday afternoon may be scheduled by the Association for an All Faculty Meeting; no other faculty events may be scheduled during the All Faculty meeting. ***The first Thursday, Wednesday afternoon and both Fridays shall be class prep days; no other required activities may be scheduled for faculty members on class prep days.*** ~~***Fall In-service. Fall in-service shall be held on the Friday afternoon (i.e. ten days prior to the beginning of Fall term), Monday, Tuesday, Wednesday, Thursday, and Friday immediately prior to the first week of classes in fall term. Monday shall be scheduled for student outcomes assessment activities. Morning and Tuesday morning shall be scheduled for professional development activities, usually planned, agreed to, and implemented, by a committee including no less***~~

2022 LCCEA CONTRACT RE-OPENER

~~than three faculty members, including the Faculty Professional Development Coordinator and selected by the Faculty Professional Development Oversight Committee. Wednesday morning may be scheduled by departments/divisions for faculty meetings; Tuesday afternoon may be scheduled for faculty sabbatical reports. Thursday morning may be scheduled by the College for the President to meet with the faculty. Thursday afternoon may be scheduled by the Association for an All Faculty Meeting; no other faculty events may be scheduled during the All Faculty meeting. Friday afternoon (i.e. ten days prior to the beginning of Fall term), Wednesday afternoon, and Friday (i.e. three days prior to the beginning of Fall term) shall be class prep days; no other required activities may be scheduled for faculty members on class prep days.~~ This provision (i.e., e.) shall take effect beginning with the 2022-2023 academic year.

- 7.f This provision (i.e., f.) shall take effect beginning with the 2022-2023 academic year. Article 9.2.2 shall be modified as follows. 9.2.2 Non-instructional Days - Part-time. Each part-time faculty member shall be compensated for attendance of a maximum of ~~thirty six (36)~~ **forty eight (48)** hours of college-wide in-service scheduled activities every academic year. Part-time faculty will be compensated at their hourly rate for all hours attended. 9.2.2.1 Up to a maximum of ~~twenty eight (28)~~ **thirty two (32)** hours of in-service attendance for part-time faculty members shall be compensated each year prior to or during the fall term if the employee works as a member of the bargaining unit during fall term. These hours will typically be scheduled prior to and contiguous with fall term. The primary purpose of these hours is for in-service attendance. Parttime faculty members not utilizing all ~~twenty eight (28)~~ **thirty two (32)** hours during in-service may use any and all remaining hours for meeting attendance and/or on campus workshops and trainings prior to the end of the next Spring term **except that eight (8) of these forty-four hours shall be limited in use for student outcome assessment activities.** Faculty members shall report such activities via their electronic time sheet. 9.2.2.2 Up to an additional ~~eight (8)~~ **sixteen (16) hours** of in-service attendance for part-time faculty members shall be compensated by the College each year for part-time faculty ~~in either~~ **at the rate of eight (8) hours per term in** the winter ~~or~~ **and** spring terms if the employee works as a bargaining unit member during the term ~~the in-service is held.~~ This additional time for part-time faculty in-service shall be scheduled for a college-wide activity or event and is not available for a discretionary assignment. The primary purpose of these hours is for inservice

2022 LCCEA CONTRACT RE-OPENER

attendance. Part-time faculty members not utilizing all ~~eight (8) hours~~ **sixteen (16) hours** during in-service may use any and all remaining hours for meeting attendance and/or on campus workshops and trainings any time during the current academic year. Faculty members shall report such activities via their electronic time sheet.