



Approved Minutes, E-Board & Rep Council

Wednesday, October 13, 2021, 3:30pm

Zoom virtual meeting

- I. Quorum—Call to Order, 3:32 pm
- II. Public Comments: Two statements were given, one on divestment of pension funds from fossil fuels, and the other on the District’s vaccination mandate.
- III. Agenda: On motions duly made and carried, the agenda was approved (Estrada/King).
- IV. Minutes: On motions duly made and carried (Estrada/King), minutes for the previous meeting were approved.
- V. Racial Justice & Equity Committee (RJEC) Report:
 - A. Subcommittee on working with Negotiations is drafting contract language for:
 1. Diversity among hiring committee members.
 2. Compensation for RJEC committee members.
 3. Parental leave.
 - B. Subcommittee on working with Professional Development at all District campuses:
 1. Cypress has been complying.
 2. Is reviewing the other campuses and will work with those committees and the District to make sure the committees have the resources to continue their diversity-related programming.
 - C. RJEC Chair will accompany the UF president at the next orientation for the newly hired to share RJEC’s vision and mission.
- VI. Treasure’s Report: UF President reported on behalf of Treasurer Peterson, and that UF has added at least five new members so far this semester.



VII. Negotiations Report: The team has had numerous meetings with the District (e.g., every single day this week) regarding issues in two categories:

A. Spring 2022 COVID MOU

1. The District continues to in their refusal to continue compensation for the ongoing cost impact on faculty using online and remote teaching due to the ongoing pandemic.
2. Dissimilarity in policies between FC and CC regarding expectations for faculty to be back on campus for the spring semester. The District has promised a gradual return to campus depending on the pandemic situation, and it has also promised that any decisions put forth would be data-driven and no longer arbitrary. The VP of Instruction at FC was asked about his expectations (an apparent enforcement) of having 2/3 of faculty back on campus, and he stated that his decision was based on his talks with constituency groups, though he refused to reveal the identity of these groups.ⁱ In a separate conversation with a union representative, the VP of Instruction stated that he does not intend to follow any current MOU.ⁱⁱ The VC of Human Resources has promised UF to discuss the matter with FC's Interim President in a timely manner.

B. Collective Bargaining Agreement (CBA)

1. Meetings with the District have been scheduled regarding COLA, 75th percentile, lab-lecture parity, overload and summer salary schedules, and full family medical coverage for faculty.
2. The reps were asked to forward information about the District's carry-over funds and its contrast to the dire financial situation narrative as transmitted by the District.



VIII. President's Report: The District Technology Committee needs a UF representative on one of its seats. Markus might be a volunteer. If the rep council finds any other volunteers, please contact Christie.

Adjournment (Jimmons/King), 4:57pm

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- ⁱ This matter falls under the scope of negotiations. The Educational Employment Relations Act (EERA), administered by the Public Employment Relations Board (PERB), holds that in regard to matters within the scope of representation, "a public school employer or such representatives as it may designate [...] shall meet and negotiate with and only with representatives of employee organizations selected as exclusive representatives of appropriate units" (EERA Section 3543). The VP's discussion with "constituency groups" may be a violation of EERA section 3543.5(c), and his refusal to provide information to back up the claims denies UF its statutory right to bargain on behalf of unit members and thus may be a violation of section 3543.5(b).
- ⁱⁱ PERB holds traditional rules of contract law as the guiding principle in interpretation of collective bargaining agreements between public employers and recognized employee organizations: "A contract must be so interpreted as to give effect to the mutual intention of the parties as it existed at the time of contracting, so far as the same is ascertainable and lawful" (Cal. Civ. § 1636).