

Rumors About Our TA: Fact or Fiction?

RUMOR: Does this TA give managers more rights?

False!

There are no new rights in the TA that management doesn't already have legally.

What about Article 10?

The “**management right of assignment**” added to Article 10 Intersession is already a management right for intersession assignments because these assignments are outside of the academic calendar.

The scheduling process remains the same for Article 10.

Faculty still provide their dean with their request in preferential order and the dean must still use the faculty requests as the basis for the schedule.

IN FACT--PERB ruled the following:

The decision whether to offer certain courses beyond the state's minimum instructional requirements is outside the scope of representation. An employer therefore, may unilaterally decide to reduce, expand, or cancel classes held outside the regular school year, subject to a duty to bargain the effects of such a decision.

Antelope Valley College Case No. LA-CE-6549-E PERB Decision No. 2854 February 23, 2023

What about Article 15?

The changes to Article 15 Transfer represent **management rights that already exist under Ed Code and Gov Code 3540.1 (m)** which states the following:

“Supervisory employee” means an employee, regardless of job description, **having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to and direct them,** or to adjust their grievances, or effectively recommend that action, if, in connection with the foregoing functions, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

IN FACT-- Education Code §70902(b)(4) gives the governing board the right to “Employ and assign all personnel not inconsistent with the minimum standards adopted by the board of governors and establish employment practices, salaries, and benefits for all employees not inconsistent with the laws of this state.”

We cannot lose rights that we do not actually have.

FACT--FLEXIBLE SCHEDULING IS A HUGE GAIN

If we reject the flexible scheduling in this TA, the District will not offer it again.

Forcing our faculty back on campus for three to four days each week will have significant impacts to our programs and our work-life balance.

Many of our **surrounding districts** are already **requiring their faculty to be on campus for three to four days to fulfill their required workload**. This **includes doing DE/remote work** from their campus office spaces.

EXAMPLE—From the Current Rancho Santiago CCD Faculty CBA:

6.1.2 Scheduled Assignment

For **all unit members** (teaching and non-instructional) **an assignment scheduled for fewer than four (4) days is subject to approval by the supervising administrator and the appropriate College President**. All instructional unit members shall fulfill professional duties that include teaching, preparation, maintenance of office hours, institutional service (e.g. membership and participation on college governance committee(s), participation in accreditation teams, and student activities support), professional development and other duties. Instructional unit members shall not be required to schedule office hours on days in which they are not assigned a class.

EXAMPLE—From the Current Rio Hondo Faculty CBA:

24.3 In order to maintain quality programs and high academic standards, **faculty members may teach no more than two distance education classes** during the Fall semester and two distance education classes during the Spring semester and up to two overload distance education classes during Fall semester and two overload distance education classes during Spring semester, **subject to the approval of the District**. A maximum of 80% of a load may be taught during the Summer term whether online or on campus except as approved by the District (and/or as stated in 24.4).

24.4 **When the District determines it appropriate, additional distance education classes may be assigned to unit members.**

OVERLOAD and REGULAR CONTRACT COMPENSATION:

Over 80% of full-time faculty teach overload. If we reject the 30% increase to overload pay, they will not offer such a large increase at one time again. The message from faculty to the District will be that we do not accept this long overdue, and **significant increase to overload pay that bring faculty compensation comparable to surrounding districts**

The 1.5% on-schedule is above the 2024 COLA of 1.07% and maintains faculty pay *close to the 75%* mark amongst our surrounding districts as promised by the District

What happens if this TA is not ratified by the faculty?

First and foremost, **We LOSE** everything in this TA and revert to the District's Last, Best and Final.

Next Semester or next summer the District and UF will advance to Fact Finding--**a nonbinding recommendation** will be issued.

The District can **accept all, part or none** of the recommendations.

The District will **impose their Last, Best, and Final**. The District will see a rejection of their offers as a mandate that they do not have to offer these things again.

UF would call for a **Strike Vote**, if approved by a majority, only then can a **Strike** happen.

If the TA is turned down, faculty will be in a **very weak position** because the District will see a **divided faculty**.

The **District has very little to LOSE** because this District is guaranteed funding even if our enrollment decrease.

Faculty will LOSE and Students will LOSE.

Please email questions to jpeters@cypresscollege.edu to receive a response.



[Link to TA Video Explanations](#)