



# Faculty Association Negotiations Update No. 11 2025-2026, Year 1 of 3

***STRONGER TOGETHER!***

To: All Faculty

From: Herschel Greenberg, Lead Negotiator

Date: 05/22/2026

We met with the District team for the 11th time for 2 hours on Friday, May 22nd, 2026.

**Team members in attendance, Meeting #11:**

District: Tami Pearson, Karelyn Hoover, Kelly Fowler (delayed), Alexis Carter, Koji Uesugi, and Romelia Salinas.

FANT: Herschel Greenberg, Joshua Christ, David Morfka, Donna Necke, Sandy Esslinger, and Robin Devitt.

**Note:**

During this meeting, the FA submitted 2 responses and 1 proposal. The District submitted 1 response. We're currently awaiting the District's responses to 11 proposals, which includes the proposals and responses presented today.

**PSA:** If you found the last negotiation update disturbing, or find the District's response to your health and safety in Article 27 in this update frustrating, please come to the Board of Trustees meeting on June 24th and tell the Board how you feel, and/or contact the FA for more ways faculty voices and concerns can be heard.

**District Response:**

*Article 27: Health and Safety*

The District struck out and modified most of the FA's proposed language. The District did not accept the definitions "condition" and "situation." Instead, they proposed one definition of an "unsafe condition" as any "any environmental or mechanical hazard that exposes a professor to a reasonable possibility of injury, illness, or death." Furthermore, the District argued that no professor should have the ability to independently determine, mitigate, or respond to alleged unsafe conditions outside established District protocols and safety procedures, and workplace safety responses must be coordinated, objectively assessed, and administered through appropriate operational and risk-management channels. If the District allows unilateral determinations based solely on personal perception or individual judgment, then it could result in inconsistent practices, unreasonable responses, operational disruptions, or actions that may unintentionally create additional safety or liability concerns. Finally, the District removed any reference to specific government codes or AP's and BP's (like AP 3510 Workplace Violence Prevention). As usual, the District does not believe the contract should mention specific laws since the laws are already in effect.

In their proposed definition of "unsafe condition," the District used the word "reasonable." When asked what this means, the District was unable to answer the question and wanted to consult OSHA policies. The FA provided a scenario: what if a professor witnesses a rat in their classroom? Does this meet the criteria of an unsafe condition, since it is reasonable that a rat could cause possible injury, illness, or death? The District said they would have to follow a procedure, starting with an investigation of whether it was just one rat, or one rat out of many, and where those rats were living. They would have to determine the amount of damage to the infrastructure caused by the rats. It was clear that they did not want a professor to unilaterally cancel class or shut down the entire building because the unsafe conditions may or may not be reasonable. Without a clear definition from the District, professors may be exposed to dangerous situations and conditions.

The District returned Article 27: Health and Safety and refused to do anything to protect faculty employees beyond what the law requires and demands that existing laws and policy language not be included in the contract, which would mean the contract would not have to be negotiated again if those laws and policies are made weaker.

## **FA Proposal**

### *Appendix E: Reassigned Time for Special Assignment*

The FA carefully reviewed all 19 Appendix E proposals, which included increasing the LHE on existing positions and creating brand new positions. The FA believes that all proposals submitted this year are deserving of the reassignment that is being requested to ensure that the college operations continue meeting the ever-changing local, state, and federal standards. The FA submitted a proposal where the top 12 proposals were ranked. Rationale was included in order to justify the ranking. The FA encouraged the District to follow the same proposal process, which will help us find common ground. The FA believes that the District will most likely provide a limited amount of LHE for Appendix E when they respond to this proposal.

## **FA Responses**

### *Article 5: Rights of Association and Members*

The FA and the District continue to negotiate language that guarantees union rights when new faculty are hired. The FA proposed modified language in an attempt to compromise with the District while maintaining employee rights as granted by changes in the laws.

### *Article 6: Dues and Payroll Deductions*

The FA agreed with the timing proposed by the District, which gives them no later than the 5th Monday of the primary term to provide the requested data. The FA added an additional piece of information to be provided in the data request, which is already current practice. The District agreed to a Tentative Agreement (TA) on this article, making it TA #3.

## **Next Negotiations**

The next negotiations will be Friday, May 29, 2026, from 9am – 11am.

The next Board of Trustees meeting is Wednesday, June 24th, 2026.