



EMPLOYEE FEDERATION

of

North Harris Montgomery
Community College District

2700 W. W. Thorne • Suite A-217 • Houston, Texas 77073
THE ADVOCATE



Special Edition September 30, 1992 Edited by Steve Davis

Changes in Faculty Contracts

by Olin Joynton

By the time faculty contracts arrived for the first time this fall, Alan Hall had advised me of changes in the wording from previous years. Sure enough, there were two differences:

The words "administrative directions" were added to the list of "By-Laws, Policies, and Procedure" to which all employees are subject.

A new paragraph was added stating that the current contract "supersedes all prior agreements and representations concerning employment."

Both of these changes seemed to weaken the contract from the faculty perspective, the first by giving explicit contractual status to the requirement of following administrative directives. Under the new wording, failing to comply with a directive (no matter how farfetched) would constitute explicit breach of contract, whereas before instructors have agreed only implicitly to "perform other duties as assigned." The second change legitimizes such things as the freeze on movement through steps on the salary schedule, even though no alternate schedule has taken its place. I brought the matter to Pat Gray (NHC Faculty Senate President), who asked me to find the reasons for the changes.

Some accounts of the changes have run along predictable, opposite extremes. When I called Vice-Chancellor Pate about them, he called them inconsequential boilerplate inserted on the advice of the District's attorneys. By contrast, our more wary instructors hinted of a surreptitious administrative reach for power, this latter impression being abetted by the fact that no faculty leaders were consulted about the changes.

As in so many other cases, the truth probably lies between the extremes. When I told Dr. Pate that faculty leaders should have been consulted, he agreed at once and graciously admitted responsibility for the mistake. Moreover, he offered to re-issue the contracts with the old wording and consult with faculty leaders about any future changes. This lends credibility to his view of the changes as inconsequential. On the other hand, people don't consult attorneys without a reason, and they don't make contractual changes without a reason. Something motivated the changes, and we must now look to our faculty leaders for a fuller explanation.

"Education for Democracy — Democracy for Education"