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SCFA Board meeting  
Rocklin campus  
LRC 333, 4:00 pm

## From the President's Desk

I hope everyone experienced a restful break and perhaps had a chance to enjoy the much needed snowfall in the Sierras.

Working through my 10<sup>th</sup> year at Sierra I am amazed at how much has changed over the last decade but also how the sense of community still remains even in the face of challenges that could threaten the climate of collegiality and inclusion on campus. From problems with the accreditation process through the struggles with the impact of the recession, we have collectively weathered some tough times.

Over the last few years, the state has instructed community colleges to provide more support for students in an effort to increase completion rates and shorten the amount of time it takes to move through the higher education system. I think it is important and extremely valuable to continue to find ways to encourage our students to stick with their education and achieve the academic goals, but I also believe we can't lose track of one of the basic roles that higher education has consistently fulfilled.

Students need to be able to explore courses in an effort to determine what their true interests may be and we must also remember that a college education is also meant to contribute to a better educated citizenry. The myriad of changes taking place are remarkable but we also must be careful that we don't lose track of all of the multiple roles we need to play as

a place of higher learning.

Earlier this month the governor released his proposed budget for the 2016-17 fiscal year. While it includes a small COLA (Cost of Living Adjustment) for districts (.47%), money to fund 2% growth, and new funding for CTE programs it is devoid of many of the funding augmentations established in the current year's budget. The current proposal does not include a base augmentation, funding for improving the number of full-time faculty, or any increases to SSSP and Equity funding.

While this marks only the beginning of a lengthy budget approval process (the budget won't be finalized and approved until June) I am disappointed that much of the added funding from last year was not further augmented even as the state economy becomes even stronger. I hope that the final budget will include funding improvements for community colleges that do not appear in the governor's initial proposal.

Jennifer Kattman, our new chief negotiator, provides an update on negotiation news from the fall semester as well as a preview of what is on the "front burner" for the negotiation team this semester later in the newsletter.

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## SCFA Negotiations Spring 2016 Update

Fall 2015 was quite the semester. Your SCFA Negotiation Team was able to successfully negotiate several items as a result of the collaborative working relationship with the District. Here are some highlights and some exciting, new announcements!

- ◆ As you all know the 3.5% increase to all salary schedules went into effect July 1, 2015, and there will be no increases to total employee benefit costs for 2015/16, 2016/17, and 2017/18.
- ◆ Thanks to the 3-year “freeze” on total employee benefit costs, Omniparty has been afforded the opportunity to carefully and thoroughly explore options for future health benefits for employees, including possible op-

tions for part-time faculty. We began this exploration in Omniparty in fall and will continue working diligently during the coming semesters.

- ◆ SCFA also negotiated additional one-time monies to provide a 2015/16 one-time payout and to use SCFA’s portion of 2014/15 true-up monies to provide a one-time payment. Both of these occurred in November 2015 – we hope you enjoyed the early holiday surprise!
- ◆ Formula update: In order for a new formula to be implemented successfully it is of the utmost importance that all units at Sierra are in support of it. Thus, the members of Omniparty and FUSE agreed in fall 2015 to send representatives to an exploratory meeting to discuss interests for moving forward collaboratively to create a new formula. This meeting occurred in December and was very

positive. We are optimistic that this progress toward a new formula will continue in the spring.

- ◆ The 2015 state budget allocated ongoing Faculty Allocation Money that must be dedicated to full and part-time faculty, primarily for districts to meet their Faculty Obligation Number (FON). Since the District is already above the required FON, SCFA negotiated for these funds to be applied to the Part-Time Faculty/Full-Time Faculty Overload Salary Schedule and the Lab Rate Schedule, resulting in a **5.37% increase** in both schedules. This increase will go into effect on February 1, 2016. The Negotiation Team will email more detailed information soon.

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### PART-TIME OFFICE HOUR

The deadline to submit the Part Time Office Hour form is the add/drop deadline.

*Don't have the form?*

*Do you qualify?*

*Need more info?*

Go to

[www.sierrafaculty.net](http://www.sierrafaculty.net)

Look for the button **Faculty Interests**, on the left side of the page

## Understanding the Part-Time Faculty Seniority System for Instructional Faculty

The manner in which classes are allocated to part-time faculty can sometimes be disappointing, frustrating, or confusing.

The reality is that, until seniority has been achieved, the department chair (in consultation with the division dean) has the authority to:

- ◆ offer or not offer classes to the part-time faculty member;
- ◆ offer classes at whatever times are required to fill out the department schedule for the upcoming semester;
- ◆ offer classes different from those the part-time faculty member has taught previously.

The chair and dean will make a good faith effort to accommodate the teaching preferences of the faculty member. However, even seniority will not guarantee that the offered classes

are the same as taught in previous semesters, or that they be at the same times.

Seniority is achieved when a part-time faculty member enters the seventh semester of teaching. The current Agreement does not specify that these semesters have to be consecutive.

Even though seniority has been achieved *and* a teaching load pattern has been established, there is never a guarantee that classes will be available in any semester. But the dean and department chair are obligated by the Agreement to offer the classes available to part-timers in order

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## CTA Membership

### For Our Members

It's election year and if you want to participate you need to have your address current! If you have not received a membership card from CTA/CCA you may be one of 12 faculty members who never got around to giving the membership officer your correct address. "No problem I will be allowed to vote anyway," you say. Not so: you won't receive a ballot because you forgot to update the address. By the time the ballot is returned to SCFA the election will be long over and summer will have started. So please take the time to update your address and give some peace of mind to your membership officer. For those of you who are members, please make certain your address is current with SCFA. After all you are paying the dues, why not get your money's worth!

### For Our Fee Paying Non Members

"Why worry, I think I am a member, after all I pay dues." Everyone pays, but if you don't fill out a CTA membership form you are not a member of our local union Sierra College Faculty Association (SCFA).

If you are not a member you cannot vote in elections and cannot access the free legal assistance (\$1 million coverage). Not a big deal right? What about voting for people who represent you? Or voting for issues which concern you like the contract and compensation?

What about legal protection? Some faculty have discovered much to their distress that they are not officially members with CTA and therefore not members of SCFA which means they receive no \$1 million legal assistance coverage. It takes 30 days from the time the membership officer signs the application for a faculty member to be a member of the union and receive its benefits.

Given the times in which we live, I highly urge you to become a member, at the very least for the protection offered and the peace of mind which comes with

membership. Yes, it sounds like propaganda, so let me give you a personal example. On my very first semester of teaching I was sued by a student. I was lucky; the case went in my favor, but I learned a valuable lesson. Whether you like unions or not, it is better to have legal protection for free than run the risk of paying for it out of your pocket. After all, I might as well get my money's worth; so I joined the union after my unfortunate close call.

Best Regards,  
Paul Cooper

Membership Officer, Vice President, and Treasurer

### EDD: "You have reasonable assurance"

That's what I was told last semester during an EDD phone interview. One of my classes was cancelled, yet the interviewer insisted I had "reasonable assurance" and said my claim would be denied. Now what?

If you are a Part-Time instructor and you are told the same thing, be sure to speak with an EDD supervisor. After the interview immediately call EDD and ask for a supervisor. Get this resolved right away. My experience with supervisors has been very positive (and usually with interviewers).

As part-time faculty our classes are "contingent on adequate enrollment, funding, and the approval of the District's Board of Governors". (Cervisi vs Unemployment, 1989). And, full-time faculty can "bump" a part-time faculty. Remember: a contingent assignment is not reasonable assurance.

**For more information** visit [www.sierrafaculty.net](http://www.sierrafaculty.net)

### Seniority, page 1

of their seniority, from most senior to least, and in accordance with their patterns.

- By the Agreement, a pattern is established in two main ways:
- ◆ the same teaching load for two consecutive semesters: for example, one class in the Spring semester, one class in the Fall; or
  - ◆ a consistent yearly load for two consecutive years: for example, one class in each Fall semester followed by two classes in each Spring semester.

After a part-time faculty member has entered the seventh semester of teaching, it is important to check with the division office, to make sure that he/she is on the seniority list. Then the goal is to establish a pattern, as defined above—although whether this occurs will depend on class availability, among other factors. When this has been accomplished, then the reason for not being offered classes is that faculty members with higher seniority have accepted them.

It is important not to decline any classes offered. If this is done, the pattern will automatically be reset at the lower level.

Alistair Moles

**UPDATE, page 2**

SCFA will continue to negotiate for parity for part-time faculty.

- ◆ Non-Tenure-Track (NTT) Faculty Update: SCFA has strongly supported converting these faculty to tenure-track status. SCFA and District have worked to make this happen as soon as possible and we have great news! The conversion of all NTT faculty to tenure-track status will be voted on by the Board of Trustees at the February Board Meeting. The Negotiation Team will email more details after the Board Meeting.

Moving forward this spring, SCFA remains committed to negotiating, among other issues:

- ◆ Increasing the 0.70 lab loading rate
- ◆ Fully converting all NTT faculty to tenure-track
- ◆ Parity for part-time faculty
- ◆ Increasing the \$750 District contribution for full-time faculty health benefits
- ◆ Providing part-time faculty healthcare options.

If you have interests you would like the SCFA Negotiation Team to bring forward, please contact us. Also please remember that SCFA is now going out for contract ratification annually, so keep an eye out in April for the proposed contract.

Finally, we would like to acknowledge the relentless commitment and hard work of our former chief negotiator, Lynn Medeiros. Her dedication to all faculty, full and part-time, is unmatched. Under her leadership SCFA was able to maintain a strong, collaborative, and immensely productive relationship with the District

and Omniparty during difficult times that resulted in many positive gains for faculty. While she will be sorely missed at the Negotiations table and Omniparty, we wish her the best in her new endeavor as Interim Associate Dean of Liberal Arts. Rest assured that the Negotiation Team will continue its solid commitment to collaborative bargaining and representing the needs of all faculty at Sierra. We look forward to a productive spring semester.

Your Negotiation Team,  
Wayne Barbee, Johnnie Terry,  
and Jennifer Kattman (Chief Negotiator)

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ter. Additionally, SCFA is planning a social event for later in the Spring and moving to electronic voting for elections and contract ratifications. CTA has finally approved a number of vendors which we can utilize which will make the overall process less expensive and hopefully improve voter turnout.

There will be more information in weeks to come.

Have a great semester!

Jay Hester

<b>SCFA Executive Board</b>			
Jay Hester, FT	President	hesterjay@gmail.com	916-660-8052
Paul Cooper, PT	Vice President Membership and Treasurer	pgcooper10@comcast.net	916-521-8899
Jennifer Kattman, FT	Chief Negotiator	jensunshine24@gmail.com	916-660-8067
Kara Perry, FT	Full Time Representative	karaj.perry@yahoo.com	916-660-7426
Johnnie Terry, FT	Negotiation Team SCFA Secretary	philosophyclasses@yahoo.com	916-660-8055
Wayne Barbee, PT	Negotiation Team	dwbarbee@sbcglobal.net	530-409-2311
Debby Carter, PT	Web Master, Newsletter	debbycarter@yahoo.com	
Judith "Star" Kreft, PT	Part Time Representative	starkreft@hotmail.com	530-273-4949
Alistair Moles, PT	Dispute Resolution	alistair.moles@comcast.net	209-518-5684
Susie Le, FT	Full Time Representative	emailsusieleo@gmail.com	916- 660-7369

## Can I Dispute This?

For the next couple of newsletters, I'd like to highlight some of the most common inquiries I get from our faculty about what is and isn't a contract violation that can be disputed. Here are the most common questions about classes and other assignments:

**Q:** *I'm a part-time faculty member, when do I get seniority and what exactly does that entitle me to? I didn't get offered my full pattern, can I dispute that?*

**A:** To answer these questions it is important to fully understand how both seniority and pattern rights apply to part-time faculty at Sierra. Part-time faculty establish seniority upon completion of their 6<sup>th</sup> semester, not counting summer semesters. Part-time faculty begin to establish a pattern when they enter seniority in their 7<sup>th</sup> semester. A faculty's pattern is determined by either having the same load for two consecutive semesters, not counting summer, OR by having a consistent yearly load for two consecutive years if the loads vary each semester.

After full-time faculty are assigned courses and overloads, the most senior part-time faculty member may accept assignments as offered by the dean for which the faculty is qualified, up to the limits of their established pattern. Then it moves on to the next senior faculty member. So if you have seniority and you were *not* offered your full pattern load before someone below you on the seniority list was offered an assignment for which you were qualified for, then you need to contact a dispute resolution officer immediately.

**Q:** *I'm a part-time faculty member with seniority so I get to choose my classes/assignments before the next person on the seniority list, right?*

**A:** No. If you have seniority, you are entitled to a certain pattern load, not your choice of classes/assignments. Deans have right of assignment as far as which classes/assignments are offered to you, so long as there are classes/assignments available that you are qualified for. That's why it's very important to update your qualifications if you recently completed education or training.

While it isn't necessarily a contract violation, if you are unhappy with your assignments I strongly suggest meeting with your dean to discuss your concerns and try to create a solution that works for both you and the needs of the department. If you are still unhappy, contact a dispute resolution officer for advice.

**Q:** *I'm a full-time faculty member, can I dispute not being assigned the class I wanted before another full-time faculty member that was hired after me? What about not being assigned the class that I've taught for several years? What about overloads – who has seniority for those?*

**A:** Full-time faculty do NOT have seniority over each other nor do they have rights to particular classes or overload assignments. The dean has the right of assignment for regular load and overload assignments. It is very important that you regularly communicate with your dean and chair about the classes/assignments you would prefer, whether or not you'd like to be assigned overloads, etc. If you are unhappy with your classes/assignments I suggest sharing your concerns with your dean to hopefully create a solution that works for both you and the needs of the department. If you are still unhappy, contact a dispute resolution officer for advice.

**Q:** *I'm a part-time faculty member, do I lose my pattern if I turn down a class or assignment? What about my seniority if I can't teach for a semester?*

**A:** You will lose your pattern if you turn down any part of an assignment offer from your dean **unless your dean approves your submitted request** for an authorization break in service. This break can be for up to one year for either a reduced load or no load at all. This is the only way to protect your pattern and seniority in these situations.

Jennifer Kattman, Dispute Resolution

**For more information** about assignments, authorized breaks in service, and part-time seniority and pattern, please reference **Article 16** of the SCFA contract on the SCFA website or contact a dispute resolution officer. And, as always, if you are ever unsure about an issue, please contact a dispute resolution officer for advice.