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## SCFA website

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

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**SCFA Board meeting**  
**Rocklin campus**  
**LRC 201, 4:00 pm**

## From the President's Desk

There have been changes to your Executive Board! Please note the following:

**Susie Le** has retired from our Executive Board, opting not to run for another term. Susie served on the Executive Board since 2014 and as dispute resolutions officer for one year. Susie was a fierce supporter of faculty, a fearless and logical dispute resolutions officer with a keen understanding of the faculty contract. She was also an excellent communicator. She never shied away from difficult situations and performed her job with strength and integrity. She will be sorely missed.

Spring elections delivered to us a new board member: **Jason Roberts**. As with all nascent board members, the board will afford Jason the opportunity to spend a semester watching and learning. We are really excited for the fresh perspective and valuable insights he brings with him. Jason will serve as the Secretary for the first year. Any bombastic or controversial items in SCFA minutes should be attributed solely to Jason.

**Michelle Macfarlane** returns to the board for a two year term. Michelle was appointed to my board seat after I moved into the President's slot. Following a semester of SCFA-acclimation, Michelle joins the negotiations team and MINT (Mutual Interest Negotiations Team). She adds to the strength of our negotiations team through her experience with lab load/pay rates, department chair duties and CTE demands: important perspectives for established SCFA goals at negotiations.

**Jennifer Kattman** will wear two hats for the board: Lead Negotiator and Lead Dispute Resolutions Officer. Jennifer has successful experience in both of these roles. Jennifer's Negotiations Team will include **Wayne Barbee**, **Michelle Macfarlane** and **Kara Perry**. I will

leave negotiations but will participate as requested.

**Jennifer and Alistair Moles** make up the Dispute Resolutions team. We moved from having full-time and part-time dispute resolutions officers to having a Dispute Resolutions Team with full time and part time representation. The “team approach” mirrors the setup of negotiations and emphasizes communication between the two dispute resolutions officers and with the President such that no one is working in isolation. Jennifer and Alistair are experts at their roles; you will be very well represented.

These are the changes to an Executive Board that already functions well together. These changes enhance our ability to represent you. Finally, changes are coming to the founding documents of SCFA. Those changes will be explained and presented to you during the faculty breakfast.

Below is a convenient list of Executive Board Members and Officers along with their roles.

**President:** Johnnie Terry, Humanities, LGBT Studies and Philosophy

**Vice-president and Treasurer:** Paul Cooper, History

**Secretary:** Jason Roberts, English

**Dispute Resolutions Team:** Jennifer Kattman, Sociology and Alistair Moles, Philosophy

**Negotiations Chair and Team:** Jennifer Kattman, Sociology; Wayne Barbee, P.E./Athletics; Michelle Macfarlane, Agriculture; Kara Perry, Student Services/TRIO

**DESK**, page 4

## SCFA Negotiations Fall 2017 Update

Welcome back, we hope you have all had a chance to relax and enjoy your summer! For 2017/18, we have a new negotiator joining our team: Michelle Macfarlane. Welcome Michelle! She will replace Johnnie Terry, who was an excellent negotiator and will continue to be consulted regarding negotiations items as President of the board. Your 2017/18 SCFA Negotiators are Wayne Barbee, Kara Perry, Michelle Macfarlane, and Jennifer Kattman (lead negotiator). Below are some updates and reminders about the work of your SCFA Negotiations Team.

- Last fall, SCFA, FUSE, SCMA, and the District participated in a 5-day interest-based bargaining training where we began exploring interests and options for how we would all work together in the future. We all continued to meet throughout the year to discuss the future of our work together.

We are very happy to report that this resulted in a 1-year agreement to have representatives from each of our units meet as the Mutual Interests Negotiations Team (MINT). You have already starting receiving updates from MINT about our work and this will continue throughout the year.

MINT's primary purpose is to implement the newly agreed upon Total Compensation Allocation (TCA, also know as "the Formula"). The former formula had several

flaws that needed to be addressed, and we are very optimistic that the new TCA will address those deficiencies and provide a stronger foundation upon which to make decisions regarding compensation and health/welfare benefits. Both of these agreements were huge accomplishments that will lead to a fruitful and collaborative bargaining environment this year!

- While MINT just started meeting toward the end of the spring semester, we already reached an agreement to increase the district-paid life insurance benefit for eligible employees from \$10,000 to \$25,000 at no cost to employees.
- MINT also approved a change to the Post 94 Health Benefits Trust Agreement (CCEBT) to allow for longer and staggered terms for the trustees appointed by the various bargaining units.
- MINT continued to meet during the summer to review state budget updates as they came in. We reviewed the tentative budget for 2017/18 and several budget scenarios related to enrollment and other variables. In early fall, MINT will review additional financial information once the Business Office concludes their review of 2016/17. At that time MINT will be able to determine whether or not we will make any on-schedule salary increases, lab-loading increases, increases to the monthly District contribution to health benefits, and/or one-time payouts. Note: All of the above require the availability of on-going funds, with the exception of one-time payouts.
- MINT also received an update from the District on the possibility of a potential

Sierra College facilities bond for June of 2018. More information about this will be coming very soon.

- Reminder: we are entering the last year of the 3-year agreement to "freeze" full-time employee costs for health benefits. This will obviously be a top priority for MINT this year. SCFA has a strong interest in increasing the \$750/month District contribution for each full-time faculty member's health benefits as well as offering plans that best meet the various needs of our faculty. Depending on what happens with the Affordable Care Act throughout the year, we will also be exploring health benefit options for part-time faculty.

### • Spring 2017 Negotiations Outcomes:

- Our last salary increase of 2% to all schedules went into effect on January 1, 2017.
- We continued to negotiate dozens and dozens of Special Assignment Request Forms (SARFs). We are working hard to ensure equitable and fair compensation for all special assignments.

It's important also to note that we do NOT negotiate who gets hired for the assignment. The SARF just indicates the scope of work. Once it is negotiated, it is up to the appropriate administrator to offer the assignment to a faculty member via a Special Assignment Agreement (SAA).

We are also working to insert

## Dealing with EDD

Many part-time faculty members have encountered resistance from the Employment Development Department (EDD) when trying to sign up for unemployment benefits during semester breaks. After completing the application, they have been told to be available for a phone interview to establish eligibility for benefits. If this is sufficient to satisfy the Department, then the cost is only some inconvenience. In some cases, though, benefits have been denied and the part-timer has had to pursue the appeal option, which involves appearing before a Department judge (yes, black robe and all!) to present the case for eligibility.

EDD's resistance stems from ignorance (perhaps willful, we sometimes wonder) about how the conditions of employment for full-time and part-time faculty members are different.

A full-time teacher is a permanent employee, and it is understood that the contract includes breaks between semesters. So a full-timer is not eligible for unemployment benefits during those breaks.

A part-time teacher is hired on a semester-only basis, with no guarantee of, or reasonable assurance, future employment. A part-timer is eligible for benefits during the period of time between semesters.

EDD's resistance stems from its concern to establish that the part-timer is truly not a contract teacher or on recess.

The statement that a part-time faculty member has no reasonable assurance of future employment is found in the California Education Code, Section 1253.3(g), and has been upheld in court (*Cervisi v. CA Unemployment Insurance Appeals Board*, 1989).

A similar statement is found at the top of the Teaching Assignment letter that part-

timers receive about classes that are available for them to teach the following semester: any proposed class can be cancelled for insufficient enrollment, or for lack of funding (more likely the former). It can also happen (though rarely: at Sierra the administrators try to avoid this) that if a full-time faculty member's class is cancelled for under-enrollment, a part-timer may be "bumped" from an assigned class so that the full-timer can maintain a contractual course load.

During a phone interview, make sure to state that you have no guarantee of future employment. You can quote the language in the Teaching Assignment letter, which generally satisfies the interviewer.

To establish one's eligibility at a hearing, it is important to bring along the Teaching Assignment letter. You can also appeal to the Union part-time faculty representative who handles dispute resolutions to assist or accompany you.

However, to reduce the probability of having to go through this process, it is important from the start of the application process that a part-time faculty member presents the appropriate information to the EDD. This applies both to the original application and to subsequent communications, including ongoing bi-weekly certification for benefits.

Full details on how to proceed can be found at the SCFA web site. You can access this through InsideSierra: look for the SCFA tab on the left side, and then click the SCFA website link. Part-Time Unemployment is the last tab but one on the left side. You can also log in to [www.sierrafaculty.net](http://www.sierrafaculty.net). Click on the navigation button Part Time Unemployment..

A few important points are worth noting. In the on-line system the EDD uses for weekly certification, you will be asked whether you have worked during that week. If you have not, click the "no" button; otherwise click "yes." Here you will be asked if you are still working. You can either click "no" (if you are not expecting to work in a later week), or else click "yes" (if you expect to work in a following week). If "no," you will be asked for the reason; say something like "the assignment was temporary and has ended."

Also, click the "yes" button, not only on the question "Are you available for work?" (if you click "no" you will be ineligible), but also on the question "Did you look for work?" You will then be prompted to supply the method you used. Several options are then presented; use any that applies. The simplest is personal contact, by phone or email, in which case you will be prompted to supply the name of the person contacted: a supervisor is sufficient. If you have not worked since you filed at the end of the semester, you can enter the name of any of your division's administrative assistant staff. In my experience, proceeding in this way is sufficient to satisfy the EDD. None of my listed contacts has ever been called.

Alistair Moles

Dispute Resolution Team

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**Communications Officer:**

Debby Carter, C.I.S.

**Part-time Representative:**

Judith Kreft: Kinesiology

**SCFA/CCA/NEA and the Supreme Court**

Before the death of Supreme Court Justice Antonin Scalia, the Supreme Court agreed to hear a case, *Friedrichs vs. CTA*, that challenged agency fees. (No one can be required to join a union. Those who do, pay membership dues. However, those who don't still benefit from the work of the faculty's exclusive representative to the district: the union. Non-members pay union fees.)

Preparing for a 5-4 decision against unions, a decision that would overturn 40 years of Union law as decided in *Abood vs. the Detroit Board of Education*, NEA, CTA and their members dodged a bullet when the fifth vote, Justice Scalia's, vanished. The Supreme Court upheld the lower court ruling by locking up, 4-4. However, a conservative law group, The Center for Individual Rights, found several California teachers to bring a subsequent suit and have resurrected the *Friedrichs*'s case in "*Yohn vs. CTA.*"

The group filed the case in Santa Ana, California and the teachers bringing the suit are from the Carlsbad Unified, Eureka Union, Pittsburg

Unified, Porterville Unified, Riverside Unified, San Juan Unified and Westminster school districts. The defendants are the CTA, the NEA, the local affiliates in the teacher's districts, the superintendents of those districts and California Attorney General Xavier Becerra.

The plaintiffs argue that their First Amendment rights are violated in two ways: First, they claim, it violates plaintiffs' rights of free speech and association by forcing them to contribute to chargeable union expenditures that are germane to collective bargaining and, secondly, the system forces objecting non-members to undergo a cumbersome opt-out process each year to avoid paying the full amount charged to union members. ("Chargeable union expenditures" are union operating expenses that benefit all members of the faculty unit rather than either members or one subset of the faculty unit.)

With the appointment of a new Supreme Court Justice, Neil Gorsuch, NEA and CTA and their allies are fighting this battle once again. However, this time, they are urging California's educators and Unions to prepare for a loss by June of 2018. What is at stake in this case?

During the spring 2017 semester, CCA's board was presented with data compiled from Governor Scott Walk-

er's Wisconsin, data showing the effect of losing fair share fees paid by non-members for union representation in negotiations and disputes. Immediately, unions lost one-third of their funding due to the loss of fair share fees. Additionally, however, unions also experienced a "membership bleed," the loss of members who saw an immediate gain of not paying dues.

In some localities, unions lost as much as two-thirds of their funding, funding used for local and statewide legal representation, organizing efforts between the statewide union and its local affiliates and education efforts to keep local unions informed about state propositions, negotiation trends and best practices for contract language, etc.

With this latest court case and the appointment of Justice Gorsuch, CTA/CCA is focusing efforts on how to best represent and support local unions given such a tremendous loss of funding. One thing is certain, if the plaintiffs are successful at the Supreme Court, the CTA's/CCA's efforts to organize and educate locals will be impeded. It will be a mighty blow against the nation's unions.

If one has not been active in SCFA or CTA/CCA, it's easy to think that the immediate gain of non-dues/fees payment is good. Having been involved on SCFA and on the CCA

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## "WTH?!?"

Many faculty are also friends with their managers. We know each other's children, hobbies and interests. We greet each other in the hallways by first name and we often embrace when seeing each other for the first time after summer break.

Are these administrators friends? Are they managers? The answer is, "yes."

Sometimes, however, the wires become crossed and when faculty address managers as friends, feathers can become ruffled. The opposite is true as well; sometimes when a manager addresses a faculty member in a formal fashion, it feels cold and unfriendly.

Given the friendly feel of faculty management relations, it can seem

acceptable to send an email to a manager with the phrase, "WTH?!?" or "WTF?!?"

These two acronyms are but examples of more "friendly-esque" language that can actually be read as blaming and judgmental.

Remember, the "H" and the "F" are initials for swear words and individuals

"WTH?!?", page 5

**DESK**, from page 4

board, I see the benefits to our local Sierra College Faculty Association of CTA's/CCA's organizing and education efforts.

Both Michelle Macfarlane and I sit on the CCA board as representatives from our region. Additionally, we both sit on the CCA Budget Committee. As part of our obligations to the board, we each write board reports on negotiations and trends in our region. At the board meeting itself, we hear what is happening at other districts and experience a strong sense of *déjà vu* in our work here at home. Additionally, we receive advice from our statewide colleagues including CTA Legal representation and a CTA Lobbyist.

I've consulted with CTA legal on numerous occasions and received expert advice that was beneficial for our local work, some of which you'll be hearing about at the breakfast. In one instance during the spring semester, I submitted a board report describing some frustration we were experiencing regarding our local contract. The CCA board advised me to sit with the CTA lobbyist at lunch and, indeed, she informed me that this frustration was a statewide trend but that there were avenues to move forward on the issue. Exactly as she described and because SCFA has such a good, interest-based relationship with the district, we successfully navigated the

frustrations with the contract and signed an MOU that will be beneficial to our part-time colleagues.

Not only does CCA fund our participation at these CCA board meetings and retreats so that we can better represent our colleagues at the local level, but they also sponsor three educational, training conferences per year and fund attendance by delegates from each local; Sierra College has 9 delegates for each conference. I've been active in recruiting faculty to attend these conferences and, without exception, faculty have told me that they learned a considerable amount there. Additionally, CCA holds regular teleconference meetings to connect CCA with local union leadership. These teleconferences are also invaluable resources for our local work.

Finally, SCFA members regularly receive referrals for CTA legal representation, some are referred by SCFA leadership and some bypass SCFA and go directly to CTA. To be clear, this is a regular occurrence—several times each semester. I've yet to speak with a faculty member who was dissatisfied with CTA legal representation. On the contrary, I've heard only feedback expressing gratitude and relief.

Sadly, another regular occurrence is for SCFA dispute resolution officers to accompany non-members, i.e. fee payers, into disciplinary hearings. Without CTA legal representation, we do represent these members in terms of consistency to our local contract, but there are often limitations to what we can do.

As I've become more involved with SCFA, serving our board as President, and with CCA, as a board member and budget committee member, I've become absolutely convinced that being an affiliate of CCA/CTA/NEA is in each of our best interests and the fees/dues paid by me are well worth it.

Without the organization, education and legal support, SCFA would be hampered in its abilities to represent the faculty unit at Sierra College.

I'll close this article by stating that your SCFA Executive Board treats your dues responsibly and uses them to represent you and your interests. Indeed, you will note in the new founding documents that we are building policies and procedures for the use of SCFA funds into our founding documents to create a system of transparency and respectful responsibility. Few other locals have spelled out these policies and procedures in their Bylaws and Rules of Order but we believe that we are charged with safeguarding your SCFA funds. Colleagues, we belong to one another and we benefit always by remembering it.

Have a great semester.

Johnnie Terry  
SCFA President

**"WTH?!?"**, from page 4

differ with regards to feelings about the acceptability of their use. Probably the most important reason, however, to avoid using these acronyms or phrases like them is that the use of "WTF" and "WTH" eclipse the issue that resulted in the use of "WTH" and/or "WTF," and become THE ISSUE for which one now requires SCFA representation.

Sometimes circumstances justifiably result in "WTH?!?" and it is frustrating to spend time talking about the use of "WTH" or "WTF" when there is a more important discussion to be had.

Here's some advice: Please keep your emails and communications respectful and professional. It's not just emails to managers either.

An email from one faculty member to another or to a classified colleague can include less formal language that jangles professionalism. This has happened multiple times over the past year.

Keeping your emails and communications professional will decrease the monthly ROLAIDS line item in your budget.

**UPDATE**, from page 2

- many of the recurring special assignments into the contract to reduce the immense amount of time it takes to negotiate each SARF every semester.
- Our members and the Board of Trustees ratified the new contract at the end of the spring semester. One of the highlights of the new contract is strengthened language about Academic Freedom in Article 24. We added language about how academic freedom applies to choosing textbooks and other course materials. We also added language about faculty rights to: 1) express differences of opinion with district policies and procedures, 2) engage the district in a discussion as to whether policies and procedures contravene academic freedom, and 3) seek revision to district policies and procedures. Finally we added language that specifically states that Academic Freedom applies to both full and part time faculty. This language and the other contract updates can be found on our SCFA website at [www.sierrafaculty.net](http://www.sierrafaculty.net).
  - Over the summer, SCFA and the District reached a Memorandum of Understanding (MOU) to clarify language regarding “as

offered by the AEA” in Article 16 referring to the assignment of classes or services to part-timers. The MOU requires that a part-time instructor with seniority be offered their full, established pattern so long as there are classes available that they are qualified to teach.

- **2017/18 Negotiations Goals:**

- Your Negotiations Team is committed to several important items this year, many of which are dependent on the availability of ongoing general funds. The top of our list is increasing the current 0.7 Lab Loading Rate and Lab Pay Rates.

We will also continue advocating for parity for part-time faculty, improving the provisions of “Professional Time” for Special Services faculty, in-

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## SCFA EXECUTIVE BOARD

Johnnie Terry	President	philosophyclasses@yahoo.com	916-660-8055
Paul Cooper	Vice President Membership and Treasurer	pgcooper10@comcast.net	916-521-8899
Jennifer Kattman	Lead Negotiator Lead Dispute	jensunshine24@gmail.com	916-660-7572
Kara Perry	Negotiations Team	karaj.perry@yahoo.com	916-660-7426
Jason Roberts	Secretary	jasonroberts7772@gmail.com	916- 60-8025
Wayne Barbee	Negotiations Team	dwbarbee@sbcglobal.net	530-409-2311
Debby Carter	Communications	debbycarter@yahoo.com	
Judith "Star" Kreft	Representative	starkreft@hotmail.com	530-273-4949
Alistair Moles	Dispute Resolution Team	alistair.moles@comcast.net	209-518-5684
Michelle Macfarlane	Negotiations Team	macfarlane.m@gmail.com	916-660-7906

UPDATE, from page 6

creasing the \$750/month district contribution for full-time benefits, and ensuring all department chair duties are being compensated equitably. Another big item we will be negotiating this year is the Evaluation Article. The District and SCFA share an interest in improving the evaluation process to make it more meaningful for instructors and less cumbersome and time-consuming for all involved. We have consulted with Academic Senate to solicit their interests, and we are researching other institutions to discover best practices. We look forward to agreeing to improvements to this article!

As always, if you have an idea or concern you would like your SCFA Negotiations Team to bring to the negotiations table, please contact one of us. We hope you all have a great semester!

Your SCFA Negotiations Team,

Wayne Barbee, Kara Perry, Michelle Macfarlane, and Jennifer Kattman (lead negotiator)



**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.

### The Community College Association: Awards, Election, and Appointments



Jennifer Kattman and Johnnie Terry celebrating the announcements of Jennifer winning a WHO AWARD from CCA, and Johnnie winning the David A. Sanchez Award for GLBT work from CCA.



Michelle Mcfarlane and Johnnie were elected to the CCA Board of Directors and appointed to the Budget Committees

**CCA FALL CONFERENCE**

**October 13-15-2017 San Jose Marriott**

## Reasons not to join — and SCFA's response

*"Why should I join the union when I'll get exactly the same wages and benefits without joining?"*

- Right, you get all that the rest of us get. But we could get so much more if we didn't have nonmembers. Aren't you interested in further gains? Well, these can be won only if enough of us want them and are willing to work to get them.
- If all faculty felt as you do, we would have no union at all to bargain for us or to represent us in grievances. The longer you remain a nonmember, the more difficult it is for SCFA to improve your wages and working conditions.
- Each person has an obligation to share equally the cost of supporting the organization that wins the benefits. It's just downright unfair to accept benefits that others are paying for. Suppose your next door neighbors paid no taxes on a house and yet sent their children to the public schools and used the roads and other public services. Would this be fair? Of course it wouldn't. Nor is it fair for a person to realize all the benefits of unionism and not pay a fair share of the cost of gaining these benefits.
- As a nonmember, you have no vote on the SCFA contract or in election of representatives.

*"The dues are too high."*

- Compare the cost with your returns on this investment. Your return each year is far greater than the annual dues. We're not just talking about wage increases here. We haven't begun to talk about the advantages of increased job security, seniority, better working conditions, such things as this. These are all extras that you get in return for your dues investment.

*"I don't believe in unions."*

- Historically, before unions workers were fired at the whim of management, earned extremely low wages, worked long hours, had no fringe benefits, no unemployment compensation, no social security, no workers' compensation. Unions gave us the five-day work week, holidays, maternity leave, safe working conditions, and helped enact better laws and create better communities.
- See what SCFA is all about. Prove things for yourself. Come to our meetings, and then decide whether unions are good or bad.

*"I'm only going to be working here a short while."*

- Even if you do leave within a few months, you are receiving all

the benefits that all the rest of us pay for while you are here—for example dispute resolution—and we think it only right that you pay your share while you are here.

- Whether you are here for one semester or thirty years, you'll get full representation and full protection

*"I don't want anything to do with unions. They're all corrupt."*

- SCFA has a constitution and by-laws that assures democratic procedures and membership control of the union.
- Membership in SCFA gives you a right to vote for officers and the contract.

*"I'm not interested. I just don't want to join."*

- You can't afford not to be interested in the union. What happens in the union affects you; it affects all faculty. Contract negotiations, grievances, seniority, benefits, etc., concern everyone in one way or another.

Inspired by the International Brotherhood of Electricians

### Some reasons why faculty join SCFA:

1. Collective bargaining on pay, conditions, and benefits.
2. Legal advice and services.
3. Personal representation.
4. Health and safety.
5. Stronger voice, opportunity to be heard.
6. Fair treatment.
7. Dispute resolution.
8. Protected members interests.
9. Strength in numbers.
10. Protection from unjust termination.
11. Discount opportunities, life insurance.
12. If I need help I want to be a union member.
13. Contract protections.
14. Worked some where else without a union.

