



HELPING LABEL INVITATIONS TO THE CCFA END OF THE YEAR MEETING

## Unity is our Strength and Power

by Justina Rivadeneyra

Collective bargaining gives a voice to educators in the workplace. When membership is high, the power of the association grows at the bargaining table, where it can advocate for better working conditions from a position of strength. The more active and engaged our members are, the more influence we have in negotiating competitive professional salaries that help attract and retain faculty and address workplace issues that affect teaching and learning for students. We all want good jobs, affordable healthcare, education for all, retirement security, and real democracy. We work to preserve a fair and equitable workplace that embodies academic freedom and humanism. Standing together and united is how we protect what we have all worked so hard to build.

Membership engagement is central to maintaining a strong local. We all have a part to play in the well-being of this association. One of the strengths of being in a union is that we can draw on each other's many talents and skill sets.

**Together we can achieve the goal of maximizing member engagement. Here are some ways you can become involved:**

If you're an expert IT, consider helping the association update the website and collect personal information from members to input into our CTA360 app.

If you're an art faculty, perhaps you can volunteer to decorate our new space in Hayden Hall.

If you enjoy talking to others, we need faculty to collect personal achievements such as births, weddings, anniversaries, and retirements for future newsletters.

We need someone to document faculty accolades and make regular announcements at BOT meetings of these recognitions.

If you enjoy writing, our bylaws and standing rules need to be updated..

**Each of us knows the importance of making connections. We need to build an association where faculty feel an authentic sense of belonging and are engaged. Perhaps you have a passion for:**

Politics and may be willing to assist with phone banking, BOT candidate interviews, educating others, or lobbying.

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# UNION TIMES

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Disclaimer: The views and opinions expressed in the articles are those of the authors and do not necessarily reflect the official position of the Citrus College Faculty Association.

Community Outreach where you wouldn't mind representing the union at events and meetings, etc.

Welcoming new members at orientations and planning a follow-up lunch meeting later in the year for the same group

Planning events such as social activities, parties, or ordering snacks for meetings

Social justice issues and care about good jobs, immigration reform, civil rights. etc.

Other organizations, interests, or activities?

As you can see, there is plenty of work to be done and distributed leadership is the only way I see this happening. I know many of you might be reluctant to volunteer because you feel you lack training. Knowledge often leads members to become more active, therefore I vow to bring training to you next semester. The California's Teachers Association (CTA) has agreed to offer local trainings that will include the history of unions, how union structures work, explain rep council member roles and responsibilities, share retirement/STRS information, and explain CTA/NEA member benefits. The CCFA executive

board will also host forums in Hayden Hall to answer questions about specific provisions in the contract, help you understand where your dues dollars go, and explain the value of your membership.

Ultimately, we use our strength in numbers to educate each other, mobilize and win real victories to improve our professional and personal lives, along with that of our students. I am a proud member of the American labor movement, and I understand that collective action gives us the power to ensure justice, fairness, and opportunity for all. Coming together in unions gives us more than just bargaining power, it gives us political power to defend against attacks on everything from healthcare to voting rights. Your continued



support, involvement, and belief in unions will ensure the human dignity and civil rights of all students are protected; and to secure a more just, equitable, and democratic society.

In unity,  
Justina Rivadeneyra, CCFA President

## Get out and see the world -- Inexpensively!

by John Fincher

Have you ever wondered how certain people can fly all over the world without spending a fortune? It's really not that difficult: you just have to learn how to maximize credit cards for points.

We have colleagues who have a credit card for gas, a different one for shopping at Costco and even another one for a certain department store at the mall the begins with a letter N. I know of people who have as many as 12 different credit cards outstanding at any given time.

Stop the madness! No one needs that many credit cards! And no one needs to have your credit rating "dinged" because you have so many cards open!

Strategy: The first thing you should look at is what kind of travel (and your family) wish to do. Would you like some international? Or

mostly domestic? You may need only ONE card to maximize point earning potential. There are various different strategies on how to do this but I would just like to give you a few to begin with.

The first thing you should do is pay off and consolidate ALL of your credit cards into one. This one card should be used for EVERYTHING in order for you to earn the most points. Cancel all of the other cards (and save the cancellation notices). Once you have only one card, charge everything on it (have a cell phone? Charge it. Utilities? Charge it. Groceries? Charge it. Gas? Charge it. Car payment? If allowed – charge it, etc. etc.). In other words, charge ALL of your typical monthly expenses on one card. PAY OFF all of it at the end of the billing cycle (Do not – under virtually any circumstance – accrue credit card interest by late payments

or just paying the monthly minimum). Before you know it you are earning thousands and thousands of points - each month - which you can use toward free flights, hotel stays, car rentals, etc.

The second strategy is to select the "right" card for this mission. Some credit cards earn more points than others. Some cards have a hefty fee to pay each year. Some of these cards that are expensive may be worth every penny you pay for it! Here is one example: The Chase Sapphire Reserve Credit Card.

Last year (at this time of year) you could have signed up for the card and qualified for a 100,000 point bonus. The annual fee for the card is \$450. On the surface, that sounds like a deal breaker – who wants to pay that amount just to use a credit card? Well, if you like to travel, here's why you may want this card: you get a nice portion of the fee back

after you book your travel using the card. The first \$300 you use for airline or train tickets is reimbursed to you. Not only that, but if you sign up for Global Entry, the \$100 program that gets you through both TSA and US Customs quicker, you'll get that reimbursed too. Finally, with this card you get free access to over 2,000 airport lounges around the world (and members of your travel party have access with you on the day of flight)!

But the big kicker for this type of card is the points earning potential. This card allows the

card holder to earn 2x points on travel and dining purchases.

Suddenly, for a seasoned traveler that credit card cost does not look so bad.

There are numerous blogs that specialize in travel, credit cards and point utilization. I encourage all faculty members to check them out and do your own research to select the option that is best for you. Remember, certain offers expire so be alert to when the offer could be withdrawn.

**The point's god:**

[www.Thepointsguy.com](http://www.Thepointsguy.com)

**Great scoop on the airline industry:**

[www.Flyertalk.com](http://www.Flyertalk.com)

**Blogger specializing on Delta:**

<http://renespoin...boardingarea.com/>

**Rarely spends the night at home...**

<https://www.johnnyjet.com/>

## Supreme Court to Rule on Fair-Share Fees

by Stephanie Yee

Public-sector unions across the country are awaiting a big decision as the Supreme Court prepares to consider *Janus v. AFSCME*. The case is the most recent in a series of attempts by corporate advocacy groups to change right-to-work laws so that it will be illegal for unions to force workers into paying dues or "fair share fees" to represent non-members in collective bargaining negotiations and contract administration. Thus, if Janus is successful, workers will be able to refuse to pay fees to unions. While the ruling will not prohibit employees from contributing to unions, it may make contributions elective rather than mandatory. This can potentially have a negative effect on a union's ability to represent their members in negotiations, grievances, and litigation.

Before we get into further details, let's look at the benefits of membership. The Citrus College Faculty Association (CCFA) represents all tenured and probationary faculty and negotiates on behalf of faculty in areas related to compensation, benefits, hours, and working conditions. CCFA also helps faculty facilitate the process of filing grievances against the district if the contract has been violated, provides education related to retirement options, health benefits, leaves, and evaluation procedures, and provides guidance and support if the district is investigating a faculty member for any alleged wrongdoing. In addition, members receive all the privileges of membership, including the right to vote and hold union office. Most faculty are members. To become a member, faculty must fill out a membership form. If you do not fill out a membership form you become an agency fee payer by default.

It is imperative that Citrus College faculty stay informed and united as the court presents its findings. Just a little history...a similar case, *Friedrichs v. California Teachers Association*, was heard by the court last year. The court was expected to find against unions, but after the death of Justice Scalia, the court was locked at 4-4. However, with the confirmation of Justice Gorsuch to the vacant seat in March 2017, it is likely that Janus will prevail and that the court will find that unions' current fee structure violates the First Amendment on the basis that

labor negotiations between unions and government agencies should be considered public issues.

The ruling should be made around June 2018 and it is then we can get a clear picture how and to what extent unions will be affected. Regardless, it is an attempt to chip away at the rights of employees. This will be a critical time for the faculty at Citrus College to stand together. The services that CCFA provides can be very expensive and this includes any arbitration to successfully protect members' rights.

On a positive note, no matter what the Supreme Court finds, all we need to do to maintain the strength of the Association is to continue to remain engaged, united, and to keep contributing as we have been so CCFA will be as strong as ever. We stand together.



CCFA President, Justina Rivadeneyra and Robin Devitt (CCA/CTA Regional UniServ Staff Region 3) hard at work

# “Qu'ils Mangent de la Brioche:”

## Erosion of our Working Conditions

by Terry Miles

I have been an employee of Citrus College for nearly 20 years. As you might expect, I have seen a great deal of change during my tenure here; some good, some bad. When I first started working here one of the main issues was loss of faculty Department Chairs. At the time the Citrus College Faculty Association (CCFA) was in the throes of fighting their removal, charging that the District's systematic replacement of them through retirement was done unilaterally, and without consultation. At the time, being a new hire, I was amazed by the tension that existed between the Faculty Leadership and Management over this and other issues related to academics and working conditions. I felt that our leaders were simply zealots with axes to grind and I had a hard time agreeing with some of their tactics when it came to dealing with the District. Later, I would find that these leaders were not as outlandish in their dealings as I had originally thought. Rather than give a history lesson, in what follows I will attempt to submit to you that we are currently enduring a version of this same tension in our time. Further, I hope to stimulate an honest assessment of where we are, what we are willing to tolerate, and hopefully, what can be done about our conditions of employment.

### Salary Disparity

Alan Frey is a CTA/CCA Representative who has served in our umbrella union for well over 20 years. Every year he painstakingly collects financial data from all of the California Community College districts (CCCs) and compiles the figures in a set of reports and surveys. In the past, this data has proven invaluable in arming our negotiating teams with solid evidence for use at the table. Recently, he managed to get his hands on compensation data for Chief Executive Officers (Chancellors and Presidents; CEOs) and vice-presidents (VPs) in the system. I was amazed to see that our current President commanded the 3<sup>rd</sup> highest salary of all presidents in the state in 2016. In addition, her total compensation is near cresting \$400,000 this year. Given that Citrus is a medium-large sized college (38<sup>th</sup> out of 115 colleges), perhaps this is not too surprising at first glance. The idea being the

larger the college, the more the pay. However, this paradigm is not supported by the data (e.g. our CEO makes more money than the CEOs at both Mt. SAC and Pasadena, both of which are at least double the size of Citrus). Further, the highest earnable salaries for our VPs ranks in the top 10 in the single district campuses in the state. Statewide, our VPs rank in the top 20% in highest earnable salary of all of the reporting colleges in 2016; only 10 colleges did not report in this survey. As it only takes 5-7 years for a manager to reach his/her highest earnable salary at Citrus, it's safe to say that our VPs are close to, if not at this figure already. Now the fun part!

I recently prepared two documents that were disseminated to your CCFA representatives at the last two CCFA Representative Council meetings. The first of these, titled "District Comparisons," demonstrates the low rank of Citrus in comparison to neighboring community colleges on employee salary and benefits: either lowest or second lowest in all years over the last 5 years (2012-16). The same document demonstrated the rising end-of-year balance (reserve) over the same time interval. Two conclusions can be immediately drawn from this document: Citrus is hoarding money and it doesn't pay its employees (faculty and staff) well in comparison to surrounding districts. Our end-of-year balance for last fiscal year (as of June 30) tips the scales at \$22.3 million, representing 31.9% of the unrestricted fund expenditures. The second document, titled "Statewide Salary Comparison Study...," demonstrates the comparatively low ranking of the full-time faculty at Citrus at various points on our salary schedule. It further shows that not only are we in the bottom 3<sup>rd</sup> of all of the districts in the state for most of our faculty population, but we have slipped in our statewide ranking over the last 5 years. The District appears to be operating under a double standard for its upper-level Management versus Faculty on salary and total compensation.

### Hayden Hall

In the spring of 2004, local citizens voted into law Measure G. This bond measure has used additional tax revenues to construct buildings, upgrade infrastructure, and modernize our classrooms and work spaces. Its projects have included the CFI, the Student Services Building, and Hayden Hall. Hayden Hall is one of the last buildings to be renovated on the Measure G schedule and was completed earlier in the semester. It was specifically designed for faculty and provides an office for the Academic Senate, the CCFA, and an auditorium for holding meetings and providing a platform for invited speakers. On October 3 of this year, the official ribbon cutting ceremony was held there and I among other colleagues attended to enjoy the spectacle. The ceremony included a number of speakers from the Citrus community as well as representatives from our local, state, and federal governments. Filled with much pomp and circumstance and plenty of goodies to consume after the ceremony, one would think that the building would have been open for business the next day. The chairs and pulpit that were moved in just for the ceremony have since been removed. As of today (Nov. 17), the building sits locked with no furniture and is clearly not ready for use.

When the District is pressed about why this building is not currently in use, we have received a battery of excuses ranging from the vendors not sending the ordered materials in a timely fashion to the necessity of fast-tracking the ribbon cutting ceremony. I'm not sure which, if any, of these excuses is valid, but outfitting the building certainly doesn't seem to be a priority. The lack of action on this building to date appears to smack, once again, of a District that is all too comfortable with having its employees (Faculty in this case) wait. If it were the President needing to move her office again (she has moved twice since the Administration Building was renovated), I'm certain it would have been complete by now.

As a result of this inaction, the CCFA has had to roam like a group of Bedouin to different buildings around campus to hold its meetings. Our CCFA President currently has been supplied no

office (other than her existing faculty office) to conduct union business as has been past practice. Nor has the Association, to my knowledge, been asked for input regarding the facilities needed within the building. Apparently, we will just have to accept whatever they give us whenever they decide to pull the trigger.

## Parity

In academic union circles, the term parity is used to describe equality and/or a level playing field. This concept is parroted in our shared governance practice mandated by state law. There are a number of ways that parity can be exercised in collective bargaining: proportional pay increases, a voice at the Board of Trustees (BOT) meetings, and open access to District data to name a few. Parity also recognizes that although different employees and employee groups are paid at different rates based on skillset and/or experience, when one employee group receives an enhancement, the others usually receive commensurate enhancements. This has been our history until very recently. Concerning this concept, let's take a look at salary enhancements over the last 5 years (2012-16). In those years our College President has enjoyed continued salary enhancements ranging between roughly 2-3% of her previous year's salary in all years. During this span of time, the full-time faculty received the following: 2% (2012), 0% (2013), 0% (2014), and 3% (2015) and 2% (2016). This represents roughly a 15% increase in salary over the 5 year span for our President, whereas we have enjoyed only a meager 7% over the same years. Further, COLA has been funded by the state in 3 of those 5 years during which time we received nothing. Hardly parity in salary.

Another area in which the CCFA has been denied parity is in being afforded a regular speaking slot at our BOT meetings. While the staff (CSEA), President, and other managers enjoy such a platform, the CCFA has been repeatedly denied this. We are restricted to speak in the public forum portion of the meeting just like anyone else who wishes to address the Board outside of its regular agenda. We have repeatedly asked for this over a span of many years and have been denied every time. Upon speaking with some of our past CCFA Presidents, I have come to find out that even they have been discouraged from speaking with Board members privately as well. We have been given a whole range a reasons/excuses for this practice. Some leaders have been told the Board doesn't want us to embarrass them publicly. Others have been told that

the Board is angry with us (?) and that the only hope in quelling their anger is for our leaders to meet with the College President, suggesting that she is our "key to salvation," as it were. Apparently, they don't want hear directly from us; rather, they would prefer to hear whatever the President's version of our issues are. Hardly parity in communication.

## Single-use Restrooms

Sometime last year our District ordered that all single-use restrooms be designated as "gender neutral." This action was born out of a new state law requiring public institutions to carry out the conversion presumably to allow members of our transgender community to feel safe and enjoy the privacy of an environment where they are able avoid the harassment from others. At first, the faculty/staff designated single-use restrooms simply underwent a change of signage from sex designated (Women or Men) to the gender neutral symbol. At the time, faculty were told by multiple members of Management, and on multiple occasions, that this would be all that would be done with the faculty/staff restrooms. However, late in the summer session when most of us had gone home, the District decided unilaterally and without discussion, to remove the keycard operated locks from all of these restrooms. I believe they deliberately chose this time to avoid conflict with faculty and staff. For some time, these restrooms read "Staff," but with no outside locks installed. They had effectively become restrooms for use by anyone choosing to come on campus and use them. And use them they did.

Since the removal of these locks, several incidents have been reported ranging from users locking themselves in for 6 or more hours to couples seen coming out of the restrooms together (let your imagination guide what you think they might have been doing in there). Further, beer cans, blood, and various refuse have been found in what were once, fairly clean restrooms for faculty and staff to use alone. What would be next?

This matter was finally resolved, but had to be done through the Physical Resources Committee over the course of two meetings. Interestingly enough, the choice to change the locks in the first place should have gone through this committee, but didn't. Shouldn't the President have gotten involved earlier in the process when she became aware of the issues or does the buck not stop with her? I guess our safety is secondary too.

## Miscellaneous

There are a number of "nuisances" that have crept up over the years as well that should be addressed here. One has grown proportionally over the span of 10-15 years and that is the whole SLO/Program review requirement. Although we all know by now that SLOA and Program Review are a part of our duties as faculty, the workload on these items has grown by leaps and bounds over the years. Further, the proverbial "moving target" we have created in curriculum maintenance and through the incorporation of new programs to record and store our assessments over this span has done little to free up time that could be more usefully spent on professional development. Instead, we are tasked with filling out redundant forms and drafting supposedly meaningful dialogue in the hopes that we can check the appropriate boxes and appease the next accreditation team that rolls through. Couple this with the compressed schedule, an ever-demanding student body, and an accelerating technology, many of us feel the need to pull back on committee service. After all, if we are expected to do this too, something has to give. I, for one, will not lower my standards and/or quality of instruction to serve on more 10 + 1 committees. Keep in mind, we have agreed (inadvertently or not) to take on these extra duties without any additional compensation and/or load adjustments to do so.

The rest of this list of "gripes" can simply be identified and not described in much detail.

- 1.) Having to go online to obtain parking passes (the District used to mail these or hand them out on Convocation Day).
- 2.) The need to fill out absence reports. In the "old days" all we had to do is call the absence in and HR would take it from there. No paperwork to fill out. Now, we have to fill out a report which requires us to request our load report from the Dean and figure out which type of sick leave corresponds to the absence (overload or regular load).
- 3.) The regular participation in emergency preparedness drills. These drills take up class time and the only "training" we have been offered has been on-line sets of instructions and the actual drills themselves. Frankly, the last of these drills was a complete disaster as we weren't notified with enough time in advance of the evacuation

part of the drill. As a result, I had to reschedule the previously scheduled activity for my students that day as the drill time length would have prevented completion of this exercise. Further, the Alertus beacons we purchased for emergency communication forwarded the instructions for a completely different drill than the one scheduled, generating a lot of confusion.

- 4.) Deliberate violation of our contract. There are many examples of this ranging from class cancellation without agreement of resolution to the construct of our current extra-duty salary schedules. We have filed grievances on some of these issues. It is important to note that the College President has conveniently removed herself from all of these grievances, even though our contract demands that she (or one her VPs) be involved in the process at Level 2.

This list could be expanded, but I wanted to keep this under 4 pages.

## Conclusion

Any one of the items above may not bother, or even surprise you as a stand-alone issue. Taken collectively, however, they appear to point to a District that is completely out of touch with the needs and desires of its employees. In my assessment, this District has become a like the aloof princess who was quoted as having said "qu'ils mangent de la brioche" just prior to the French Revolution. This loosely translates as "let them eat cake." This District relies on us to do our jobs, be innovative, maintain currency in our programs, and remain compliant with statewide standards and those of our accrediting body. Without us, none of this happens. In short, we are a solid group of faculty and we make this institution (the President, the BOT, and Management) look good. It's time they start treating us as such.

I'm not suggesting our own version of "revolution," but if we do not challenge the top-down decision making that we are currently immersed in, we may find ourselves just like the frog in the steadily-warmed cauldron of water. This Union cannot be effective without an engaged, active membership. If we continue to have the attitude that our Leadership can go this

battle alone, without support, I'm afraid we are destined to watch our working conditions slowly erode to the point where we have little or no power at all with which to do anything about it.

Pointing out the inequities and disparities is the first step in bringing forth change. But their acknowledgement is useless unless action is taken by the Membership. Here are some suggestions for how you can help make Citrus a better place to work as a faculty member:

- Get involved in your union. Come to the Representative Council meetings. They are held the third Wednesday of every month and run from 2:40-4 pm typically;
- Come to Board of Trustees meetings. This lets the Board and Management know we are engaged and care about decisions made by our superiors. It also reminds them that we are unified and strong and will get involved in Board elections. These meetings are usually held twice a month from 4:15-5:30 pm. The schedule can be found on the Citrus website;
- Know your contract and all of the Board Policies and Administrative Procedures relevant to our working conditions. These can be found on the Citrus website as well. When an action (or lack thereof) taken by Management doesn't seem right, check the contract and see if it is grievable. If in doubt, notify and consult with the CCFA Grievance Chair (John Fincher) or President (Justina Rivadeneyra). After all, the contract we have worked hard to generate needs to be enforced, otherwise it is not worth the paper it is written on;
- Be ready to support your Negotiating Team and President if called upon to demonstrate our strength.



## FACULTY SPOTLIGHT

**Congratulations to Gerhard Peters for winning the American Political Science Association award for best reference work for 2017 for his American Presidency Project!**

**"The way to ensure and enforce solid working conditions is to be engaged and unified before they are allowed to erode further."**

# Fries with That?

by Dave Ryba

This week marks the formal start of negotiations between the Citrus College Faculty Association (CCFA) and the Citrus Community College District (the District). Many of you have heard me lament that the CCFA has negotiated some excellent changes to our contract over the years, but we have not always kept our eye on the ball outside of the time frame of those negotiations. This has resulted in our members not being aware of nor exercising their contractual rights, and, closer to home, not reaping the financial rewards of the negotiations. I am writing this article to summarize the CCFA's recent actions on contract enforcement, and to implore you, the members to keep your eyes on everything in the coming months. Listen to the negotiating team, ask questions, debate, and if necessary, take action.

I was waffling last week about even writing an article. Is the investment in time and perhaps political capital going to accomplish anything, or will another article just turn off a few more faculty? Coincidentally, as I was digging through old files yesterday, I came upon a page of notes I took when my then 3-year-old daughter came home from the now defunct Citrus day care center. She effectively said that she had been inappropriately touched by a man there and that it hurt. I sincerely believe, and hope, that nothing truly bad happened, but I remain haunted by the mixed response I got from Citrus. I found that Ms. Malmgren and Mr. Hurtado were supportive and wanting truth. However, the director of the Center was concerned with only one thing...covering her ass. It was 100% "nobody working here matches that description" and flat denials of each and every question. I agonized over calling the cops, but didn't. I was meek.

The only connection of the above anecdote and today is that I have an opportunity to speak today. And I will.

The association has a contract with the district. A quick look up of "contract" gives: "*The basic elements required for the agreement to be a legally enforceable contract*

*are: mutual assent, expressed by a valid offer and acceptance.*" The CCFA filed two notable, but very different, grievances last year and is looking into pursuing another in the near future. The CCFA leadership has been repeatedly cautioned that attempting to enforce (grieve) the mutually assented to contract will make us look bad, and that we should "wait until negotiations to work it out." But here's the problem... we already negotiated these things. To think we should have to re-negotiate them means we didn't already do it. But we did. I think it looks bad to our dues paying membership to be meek and to not enforce our contract.

Our big grievance last year was about the dimensions of the overload schedule. Language negotiated way back in 2006 suggested that the overload schedule should go well beyond the 7 steps that are currently recognized. The problem was discovered around 2010, but the CCFA, for a number of murky reasons, agreed to hold off any resolution to the confusion. The "overload grievance" became something of lore. In the spring of 2015 the faculty soundly rejected a potential solution to the problem, namely to eliminate the schedule altogether; to pay all overload classes at exactly the same rate regardless of experience. Some faculty would win, but many would lose. Following that disaster, the new guard of the CCFA e-board resolved to settle the issue for good, one way or another. Unfortunately, for the CCFA, it was not settled in our favor. This was, in large measure because we had spent the better part of a decade sitting on our proverbial hands. It had to be settled, though, as it was literally a million dollar issue. There are many what-ifs that linger, but the issue is settled.

A success story, in a way, is the "class cancellation grievance." This one has a great paper trail, and stems from a contract that is a testament to a dedicated negotiating team that worked with the district's team to get a very fair solution. A true compromise. This part of the contract (currently 5.8.9.6) had its roots in an old grievance (Amdon), the adjunct contract, and an MOU from 2008. The faculty gave up some clear rights to classes in exchange for assurances against unilateral cancellations by the district. However, in its zeal to have higher average percent fill rates, the district chose to improperly cancel classes last fall. One cancellation in particular caused harm to a unit member that was not easily remedied. After a year of meetings with the arbitrator, the CCFA settled with the district, resulting in the member getting most of the pay for the class. Ironically, if the class had stayed

open, the WSCH generated by that class would have completely covered the cost of the class, and provided the district with about \$2000 in net revenue. Instead, the district lost all of the revenue (\$10k), paid \$4800 in arbitrator costs, and paid the instructor. Instead of making \$2000, they threw away \$10,000. Additionally, the students were turned away from the only section of a new class on the 3<sup>rd</sup> day of the class. The CCFA was also out \$2400. For perspective, our costs in this process were about 2% of our reserves. The district's much higher cost was about only 0.05% of their reserves. But it wasn't about the money.

We have recently become aware that a sizable number of faculty appear to be shortchanged on their current overload pay. Article 8.2.4 describes the Overload and Intersession Salary Schedules. The final sentence reads, "Placement of these schedules shall be the same as the instructor's placement on the Full-time Faculty Salary Schedule." It had previously come to my attention that one faculty member had been underpaid in 2015, but that had ceased to be the case in 2016. Additionally, it is hard to justify spending several thousand dollars of CCFA funds to possibly recoup the small amount that had been underpaid. The potential victims in this situation are newer faculty who teach overload. If you don't teach overload, you are not directly affected. If you've been here more than 10 years you are most likely at the maximum step on the schedule, so again not affected. If you think you might be affected, please contact me or another member of the e-board to find out.

How could this happen? I have two answers. One is the apparent adversarial mood that has taken hold. For a major financial decision like the "overload grievance", it is understandably necessary to have our professional "day in court". But for the class cancellation it was unnecessary. The CCFA wanted a win-win; the faculty member and the district should have both benefited, and would have been the contract to have been followed. In fairness, an individual made a hasty decision, and the parties involved had to clean up the mess. The silver lining in this is that cancellations are done much more thoughtfully now.

The apparent underpayment on current overload is also easily solvable. We (they) can just follow the contract, and explore back pay. The money isn't huge, but I suspect it is enough to matter to most of us, especially to newer faculty. It amounts to about \$50/LHE

in most cases. I have not looked hard enough at the data that I have to be completely confident in the total amount, but I would guess it works out to between \$3000 and \$5000 per semester. The individuals who are affected change every semester, but I think that about 10-15 members are affected in any given term. We are still researching this.

And the second answer? We need to keep our eyes on the ball. The problem is that we seem to be playing at night! Nobody knows what their placement on the overload schedule is. It's not on our checks, it's not on our assignments. Our contract speaks to the district providing the association with a list of faculty and their assignments, but that hasn't been satisfactorily followed. If you happened to go to August board meetings and read the agenda cover to cover, you might see your placement. (See the August 15 agenda on the BOT/District web site to see your own placement). Everyone I have surveyed has thought the language is being followed, and that their placements are truly the same on the schedules, but they are puzzled why the schedules are different. But literally, almost nobody in the faculty knows what the placements are. The district is claiming that there are typos or clerical mistakes on current schedules (same thing happened on the previous contract, btw...stuff gets overlooked), but the real clerical error was in the contract when the rates were made the same. The district types the document up, it created the errors. Old footnotes were not deleted, but the regular salary schedules were all newly footnoted with "Draft salary schedule. Actual figures will be provided by HRS." That's right.... The regular schedules said "draft." Then the chaos really started. Our 3 year contract introduced a 5 year phase-in of schedule compression, the contract was not signed until 6 months into a new CCFA presidency (Dec 06), the "compressed calendar" started, the CCFA chief negotiator became a dean in 2007 (Replacing me, lol). And the district's HR head honcho was replaced in 2008.

A lot happened back then, but I really don't believe that the district tried to pull a fast one while we weren't watching. I don't think they have tried to hide information from us, we simply didn't/don't have easy access to it (and while I still miss the old phone book budgets, I am very happy with recent events regarding transparency and supplying data.). However, the problem remains...the contract was mutually agreed to. Our side briefly napped, but we are awake now and we expect the District to make good on its side of the deal. Thanks for reading!



## FACULTY SPOTLIGHT

**Rafael Herrera at the CCA Building Stronger Locals Academy X Graduation with CCA President Lynette Nyagah.**

**The Building Stronger Locals Academy was established in 2006 as a partnership with Community College Association/CTA/NEA programs.**

**Training and conferences were already in place and provided an exclusive opportunity to cultivate new leadership.**

**The first Building Stronger Locals Academy class successfully graduation 11 participants in 2007.**

**The class of 2017 is the tenth class of graduates from the Academy to emerge as leaders and bring forth the idea of "Building Stronger Locals."**

## Citrus College Faculty Association Officers for the 2017-2018 academic year

**President:** Justina Rivadeneyra, Counseling (x8636)  
**VP:** John Fincher, Speech (x8094)  
**Secretary:** Stephanie Yee, Counseling (x8638)  
**Treasurer:** Dave Ryba, Chemistry (x8761)  
**Senate Liaison:** Gino Munoz, Music (x8580)  
**Chief Negotiator:** Dave Brown, Automotive Technology (x8007)