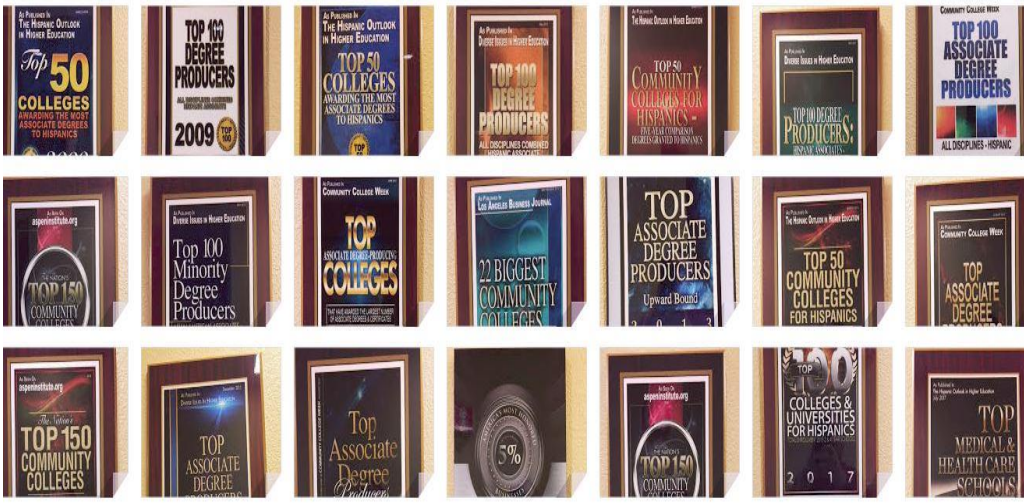
Citrus College Faculty Association




# UNION TIMES

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Issue #2

# The Hall of Accolades

As we are in the midst of contract negotiations, why not think about everything the faculty have done to deserve a raise. According to the President of the College, ***"Faculty and staff work collaboratively to ensure that our curriculum is constantly evolving, and that the host of support services offered creates a culture of academic excellence."***

Kuddos to the ALL faculty who helped the College:

**CTE faculty**: This past year, Citrus College excelled among California community colleges for its outstanding percentage of students who completed their CTE goals. This is an impressive distinction that the College president, Dr. Perri attributes to the **hard work of our faculty and staff who guide the many programs that facilitate our students' success**.

**STEM faculty**: Recognized among the top 125 out of 1,600 U.S. colleges and universities as a STEM (science, technology, engineering and mathematics) Jobs Approved College. The College also received the Chancellor's Student Success Award. Citrus was **one of only two California community colleges to receive this award**. The college was recognized for its Summer Research Experience that provides opportunities for STEM students to conduct research at prestigious universities and research institutes.

**Fine and Performing Arts Faculty**: The Hispanic Outlook in Higher Education Ranked #1 in nation for awarding the highest number of associate degrees in fine and performing arts to Hispanic students.

**All faculty**: The College was nominated for the third consecutive time, for the $1 million **Aspen Prize for Community College Excellence**. Awarded every two years, it is the nation's signature recognition of high achievement and performance among America's community colleges.

Citrus College has been recognized as California's fourth-ranked community college in a recent study conducted by Schools.com, a definitive source for education information. The website reviewed the state's 114 community colleges and Citrus was ranked as the fourth best community college in California and the second best in Los Angeles County. The college's impressive transfer, graduation, and student retention rates were cited as factors that contributed to the notable ranking.

According to our College president, "*It is a distinct honor for Citrus College to be ranked as one of the top community colleges in California. Recognitions such as these are made possible by the* ***college's faculty, staff and students****, who have enthusiastically embraced the institutional mission of increasing student success and college completion*." As for first-year student retention rates, this is in part to a dedicated counselor leading the high school/Early College Program effort, as well as a lot of adjunct counselor help.

**Citrus is ranked #5 among California's 113 community colleges for Associate Degrees for Transfer Awarded.**

**Education Winners Community College — Gold.** Citrus was identified as one of the best educational facilities in the San Gabriel Valley.

**Top 100 Degree Producers** – Citrus was named a Top 100 associate degree producer by CCWeek, which highlights colleges that have enrollments that are on the rise.

The Campaign for College Opportunity Named Citrus a "**Champion for Higher Education**" for awarding associate degrees for transfer (ADT).

Citrus College is also one of the nation's leading online educators of 2018, according to new rankings recently released by two higher education research organizations. The first ranking was published by BestColleges.com, an online resource that provides higher education data and trend reports. In their annual "Best Online Community Colleges" list, BestColleges.com ranked Citrus College number 15 out of 50 of the nation's top accredited, not-for-profit community colleges. The second ranking was published by AffordableColleges Online.org, a higher education information bank. Using a peer based value metric, AffordableColleges Online.org ranked Citrus College number 14 out of California's top 30 online colleges and universities. The college currently offers four associate of arts degrees, two associate of arts for transfer degrees and one associate of science degree that can be completed entirely through online coursework. At the same time, five certificates of completion can also be fully completed online.


**Having so many Associate Degrees for Transfer could not have happened without full faculty compliance and assistance, as well as the leadership of the Articulation officer.**

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# Roth IRA's

by Paul Swatzel, former CCFA President, and current Member-at-Large

As Citrus College faculty we have the option of contributing to a 403b plan or a 457 plan to supplement our retirement income, but we may also contribute to a Roth IRA depending on our modified adjusted gross income (MAGI). A Roth IRA is open to anyone who has a job, not only a public employee. A Roth IRA is a bit different from other tax-deferred accounts mentioned above. Instead of being funded with "pre-tax" dollars, a Roth IRA is funded with "after-tax" dollars, meaning these are funded from your paycheck after taxes have already been deducted. Some of the benefits of a Roth IRA differ from other tax deferred accounts. With a Roth IRA there are no taxes on the withdrawal of contributions, no taxes on earnings, no required minimum distributions regardless of age, and no age limit to open the account or contribute to it.

There are however contribution limits and income limits.

The maximum contribution for 2018 for an individual under 50 is $5,500 annually and $6,500 annually if one is 50 or older. Roth IRA's also have income limits that are based on ones MAGI. For a single person in 2018 the phase-out range is $120,000 - $135,000, whereas if one is married filing jointly, the phase-out range is $189,000-$199,000. This means that once one's income reaches the lower limit on the phase-out range, one is no longer able to contribute the maximum amount to the Roth IRA. Once one's income reaches the upper limit on the phase-out range, one may no longer contribute to their Roth IRA. However, the money in the account continues to grow tax free.

I recommend that you invest your money into a diversified account and don't be afraid of equities (stocks). I recommend investing in specific retirement date funds, especially if you just want to put your money in there and forget about it until retirement. Most major fund companies such as Vanguard, T. Rowe Price, and Fidelity have actively managed low fee retirement date funds. These funds invest more aggressively when retirement is far out on the horizon, but as retirement gets closer the funds invest more conservatively. I have my Roth IRA in a T. Rowe Price retirement date fund. Look for funds with expense ratios less than 1%. A financial advisor can help with this.

Just how much money can you accrue? The results may surprise you. For the period from 1928 to 2014 the S&P 500 has had an annual average return of 9.8%. Remember, this is an average, some years more, some years less. Over that time period there were 63 years with positive returns and 24 years with negative returns. The market rises and falls. If you have money put into your Roth IRA consistently every month, then you are doing something called "dollar cost averaging", buying some shares high and some shares low. Just have it funded automatically and

forget it. If open a Roth IRA account and decide to fully fund it at $5,500 per year you will have accrued the following approximate amounts assuming a modest 8% return per year: In 10 years, $86,000. In 20 years, $272,000. In 30 years, $673,000. This is all due to the power of exponential growth and compounding. Coupled with a 403b account, one can have a nice supplement to their retirement pension income.

**Disclaimer: I am not an investment professional, investing is a hobby of mine and I love to share my knowledge. Consult an investment professional before making decisions. All investments come with risk.**


# What is Janus vs. AFSCME?

by Justina Rivadeneyra

***Janus v. American Federation of State, County and Municipal Employees***, the much-anticipated case in which plaintiffs are seeking to overturn the court's 1977 ***Abood v. Detroit Board of Education*** decision. That landmark ruling over 40 years ago allowed public-employee unions to charge agency or "fair-share" fees from members who have opted out of paying dues. The logic behind the *Abood* decision is that those who benefit from the contract should have to share in the burden of negotiating it, whether they join the union or not. If Janus prevails, unions will lose the ability to collect dues, and will be required to provide services to workers who refuse to contribute their fair share.

Janus vs. AFSCME is the latest of numerous attacks against organized labor. Janus is an Illinois lawsuit that challenges the rights of unions in 22 states to collect union dues from employees. If this happens, unions may have less money to negotiate contracts or fund political campaigns to defend public employee pensions from voter initiatives that aim to undo them.

Unions anticipate a 5-4 Supreme Court decision banning the mandatory dues with, Neil Gorsuch, who we anticipate will break the tie that occurred last year when the court deadlocked on a similar case against the California Teachers Association. The Supreme Court decision should deliver their decision this summer, in either May or June. In this landmark case, the nine justices will decide on whether to push working people toward fairness and security or abandon workers to their own individual fate.

## CORPORATE INTERESTES POLITICAL ATTACK ON WORKING PEOPLE

Make no mistake, this is yet another example of the powerful corporate interests using their power and influence to launch a political attack on working people and rig the rules of the economy in their own favor. The case could potentially overturn how unions representing teachers and other public-sector employees negotiate with governments and influence political campaigns. They wish to undermine unions to silence the collective voice of working people.

The voices of working people should stand united against Janus and his billionaire backers, as a ruling in his favor would slowly silence the voice of the working class and their ability to negotiate for fair wages, benefits, working conditions, and most importantly, earn dignity and respect for the work they perform.

## COLLECTIVE BARGAINING ENSURES THE DIGNITY OF WORK IS RESPECTED

In the states where fair-share fees are already outlawed, workers earn 22 percent less than their counterparts in agency fee states. Beyond the obvious loss of wages, workers in these states have 22 percent less health coverage and suffer 49 percent more workplace fatalities than their counterparts.

## WORKERS ARE NOT BEING FOOLED BY THESE ATTACKS

One thing is certain, our voice will not be silenced by the outcome of one court case. Workers aren't being fooled by these attacks. We are more unified than ever. Now is the time for ALL of us to come together and stand as one to show the rich and powerful that their millions cannot silence the collective voice or working people. Collective bargaining is indispensable if we want to achieve shared prosperity. When working people stand together in unions, they can achieve justice, fairness, and opportunity for all. It is a worthy and noble fight. Standing together and united is how we can protect what we have all worked so hard to build. These rights are a precious inheritance from generations of working people who sacrificed a great deal to get us where we are today.

## A UNION IS ONLY AS STRONG AS THE ACTIVISM OF ITS MEMBERS

History teaches that a union is only as strong as the activism of its members. Without YOU, there is no union. There are numerous ways to support your association. You can attend a rally, plan an event for new members, attend CCA/CTA statewide trainings, march in union solidarity, phone

banking, participating in BOT candidate interviews, joining a CCFA committee, etc.

There is plenty of work to be done and distributed leadership is the only way to make it happen. Thank you for your continued support. If Janus succeeds, I know you will stand behind your association and reaffirm your membership because you understand the value of belonging to a union. You believe in decent wages and affordable healthcare, workplace safety, job security and due process, retirement security, public education, collective bargaining, and civil rights.

# Do you know YOUR Weingarten Rights?

by Paul Swatzel

One of the afforded benefits to belonging to a union is your right to union representation. You have a right to have union representation at any investigatory interview. This was announced in a 1975 U.S. Supreme Court case, NLRB vs. Weingarten, Inc. An investigatory interview occurs when a supervisor questions an employee to obtain information which could be used as a basis for discipline or asks an employee to defend their conduct. When an investigatory interview occurs, the employee must make a clear request for union representation before the interview or during the interview if the employee feels the interview has turned possibly disciplinary in nature. When the employee makes this request, management has 3 options:

1. **Stop the interview or delay the interview until union representation has arrived and has been given a chance to consult with the employee.**
2. **Deny the request and end the interview immediately**
3. **Give the employee a choice of either proceeding with the interview without representation, or end the interview immediately.**

If the supervisor denies the request and continues to question the employee they are committing an "unfair labor practice" and the employee has the right to refuse to answer without negative repercussions. However, the supervisor must terminate the meeting. If the employee terminates the meeting, that can be considered "punishable insubordination."

The union representative is not a "silent witness." A union representative may assist and counsel an employee during the interview. A union representative may request to be informed of the subject matter of the interview and may counsel or speak privately with the employee before the interview takes place.

**It is the responsibility of the union members to be aware of their Weingarten Rights. A supervisor is under no obligation to inform an employee that they may request union representation.**

Reference:
https://www.umass.edu/usa/weingarten.htm

# Bargaining in Good Faith

by Dave Brown

So what is it, exactly, to bargain in good faith? Loosely defined, good-faith bargaining means coming to the table with a sincere intent to reach agreement and then to **abide by that agreement**. As with most things, it is a nuanced definition. It is sometimes easier to define what something is not.

Bargaining in good faith means you are not bargaining in *bad* faith. It means you are not engaging in "surface bargaining." But what exactly are those things? Nuances abound, but bargaining in bad faith has *malice*. There may be **dishonesty, circumvention of process**, or perhaps outright refusal to hear issues and offer potential solutions. **Surface bargaining** can be thought of as going through the motions, superficially and disingenuously, with no attempt to try and actually come to agreement. While these things seem straightforward enough, how would one demonstrate that it has occurred?

What bad-faith bargaining is *not* might come as something of a surprise to you. You are not, for example, bargaining in bad faith if you "drive a hard bargain." Issues that are of key importance to either side can be clung to like the proverbial Holy Grail and still represent a defensible demonstration of good faith. Similarly, you are not bargaining in bad faith if you are acting as a skilled negotiator. Just because one side concedes on an issue doesn't mean the other side is obligated to do the same.

That said, you might well find yourself subject to an unfair labor practice (ULP) charge for bargaining in bad faith if you are only willing to offer proposals that you know are unreasonable, if you deliberately mislead or withhold information, if you take steps to circumvent the process or "go around" the exclusive bargaining representative(s), and/or if you demonstrably engage in surface bargaining. Such things can be hard to prove, however, and usually require a demonstrable pattern of behavior when examining a totality of circumstances.

Like any two groups engaged in labor negotiations, it is not unusual that the Citrus College Faculty Association wants to secure increased compensation (and other things) for its Members. Similarly, it is not the least bit unusual that the Citrus Community College District wants to control costs. We might think it unfair that they "insult" us by offering a raise of *only* 4% (2%, 1%, 1%), but what motivation would *any* of us have for offering to pay more for something we used to get for less? How many of us have checked out a potential purchase in a "real" store only to make the final purchase from Amazon because it was a little bit cheaper?

The point is that the calculus is the same in labor negotiations as it might be when price-shopping any other purchase. If I can get something for less, there is every likelihood I will. So will you. So will the District. The key difference is the law says things like our wages, hours, and working conditions are within this pesky thing called the *mandatory scope of bargaining*. So while market factors and the motivation to pay less prevail, good-faith bargaining is required.

## Patterns of Behavior in a Totality of Circumstances

You could be dishonest, but that's bad faith. You could offer only unreasonable proposals, but that's bad faith. You could pretend to listen, with no intent even to *attempt* to resolve differences, but that's bad faith. You could go around the exclusive representative, the designated negotiators, but that's bad faith. We can certainly point to examples of behavior on the part of our District's team that call "good faith" into severe question. Let's look at a few.

## Dishonesty as a Strategy:

Was it unsavory, dishonest, insulting, or perhaps *in bad faith* to (initially) offer our Faculty a 2-1-1 raise? As much as I might like to say it was, **it wasn't**. *But they can afford so much more, because…the RESERVE!* Sure they can. But they could well have offered 0-0-0, smiled, and thanked us for all that hard work on Program Review. Previous District teams have done just that. What is unsavory is that we were presented with a 2-1-1 salary offer immediately after being shown a budgetary scenario indicating the District would bankrupt itself in under five years even by offering less than that. Of course, as we've reported before, that scenario was bogus and exposed as such. The strategy of basing an offer on bunk budgetary assumptions didn't work and the District has more recently offered us 10% (5%, 3%, 2%). We're getting to a point where perhaps we aren't so far apart. But couldn't we have been here sooner?

## Surface Bargaining:

You are not bargaining in good faith if you pretend to listen, pretend to bargain, pretend you *want* to reach agreement when you have no interest in resolving differences. We've reached out to the District's team in an evidence-based way with the sincere intent to resolve some working-conditions issues. You've heard about them: Health Sciences load factors, Counselors' work year & schedules, some others. In discussions of load factors, one of the things we proposed was a new definition for a type of lab: Criterion Referenced

Instruction (CRI). It's another name for competency-based instruction. I'll spare you the gory details—the gist is simply that, for successful course completion, students have certain minimum skills that must be demonstrated. In a lab setting, it means there have to be carefully structured exercises to develop learning, understanding, and skills. Later, practical examinations have to be conducted. It's an enormous undertaking for an instructor. We proposed that this definition be inserted so that, in the future, as courses are developed, this definition might be utilized where appropriate.

The District rejected this definition in four consecutive proposals—even though it would change no current practice whatsoever. As they presented their most recent proposal, wherein they once again did not include it, we asked why not. They responded, "What *is* Criterion Referenced Instruction?" Sounds like they hadn't been listening when we talked about it before. The Vice President of Academic Affairs is there. Surely *he* knows what CRI is, right? Are we to assume they haven't even discussed it?

## Circumvention of Process:

What would it mean if a high-ranking member of the District's team met with someone they believe to be an influential member of the Faculty, someone who is not a member of the Faculty Team, and told him or her inappropriate things about the state of negotiations? Things that the Team itself hasn't even heard; things like: *Negotiations are in shambles* (as is the District's budget). *We are headed for Impasse. We are headed for Fact-Finding.* I suppose it could be a friend confiding in another friend the deeply disturbing things they hope to avoid. Alternatively, it could be an attempt to alter the course of negotiations by getting a "cooler head" to influence the CCFA's "rogue" negotiators.

My friends, while I can't confirm that anything like this has happened, there have been rumblings, musings, rumors, even reports that such a meeting may have taken place.

## Abiding by Agreements:

There are parts of our current contract the District doesn't like. Chief among them is the mutual-agreement provision for class cancellation. I don't blame them! It must be such a pain having to base course offerings on things like student needs, anticipated fill rates, certificate sequences, transfer requirements, and the like. If they could offer unlimited sections of virtually any class, with the reassuring knowledge they could cancel with impunity, I'm sure life in upper-admin would be much easier. 10 years ago, some misguided group of Administrators decided to partner with Faculty and foster this guiding principle known as "collegial consultation." Further, they decided to validate that principle with a contractual requirement for *mutual agreement* to do certain things.

As you know, there was a grievance on the very issue of class cancellation because of a class that was **cancelled improperly**. The Association asserted its **duly-bargained** rights and the District denied the grievance. There was an arbitration hearing wherein the Association presented its case. The District requested a continuance on the basis they had not had time to prepare and did not understand the issue. Later, at a second arbitration hearing, the matter was settled with the understanding we'd be bargaining soon. The affected Faculty member was paid a small sum as partial compensation for the work put in to preparing for the condemned class. In the aftermath, while discussing possible remedies to the District's concern that it is "untenable" that Faculty have voice in decisions affecting their working conditions and students' academic futures, they told us the whole affair had been caused by the **inappropriate actions** of an unhinged Dean.

Really? *Then why did they deny the grievance?* Why did they take us all the way to arbitration on the matter? ***Twice!?*** Still, your Association team is actively engaged with the District in an attempt to craft language that will preserve Faculty voice in these decisions while calming the District's fears that we will be offering dozens upon dozens of sections with but a single student.

**My dear colleagues, for what it's worth, I can offer only the following: The Team representing your Association, representing YOU, is not a group of rogue, mal-content Faculty. We are good-faith professionals interested in advancing the causes of our colleagues, of students, and of the College as a whole. Sure, in the context of negotiations, we are primarily interested in wages, hours, and working conditions—the mandatory scope of bargaining. But when we advocate for Faculty interests—like the load (LHE) factor in Health Sciences, the dramatic work-year and other unfairnesses in Counseling, and untamed administrators who'd as quickly cancel students' classes as swat a fly—we are advocating for the greater good.**

**We will continue to advocate, in good faith, for what we think is right. We are seeking to advance Faculty interests, as is our charge. And we have been seeking to assist the District in resolving their concerns as well.**

# The Legacy of Henny Penny

by Terry Miles

I attended a Board of Trustees meeting at the end of last semester where I was surprised to hear one of our Board members lament about the dire financial future of our college and, I assume, the rest of the California Community College system. You see, she had attended a conference where the take home message that the attendees were left with was that, yes indeed, the sky would be falling soon. Mind you, the Governor's Budget Proposal for next year was not yet out, and perhaps the notion that the sky would soon be falling may very well have been commonplace among trustee members around the State. However, we now know better. In what follows, the future under the Governor's new funding formula will be addressed. We will see that if anything will be falling out of the sky in the future, it will be dollar bills.

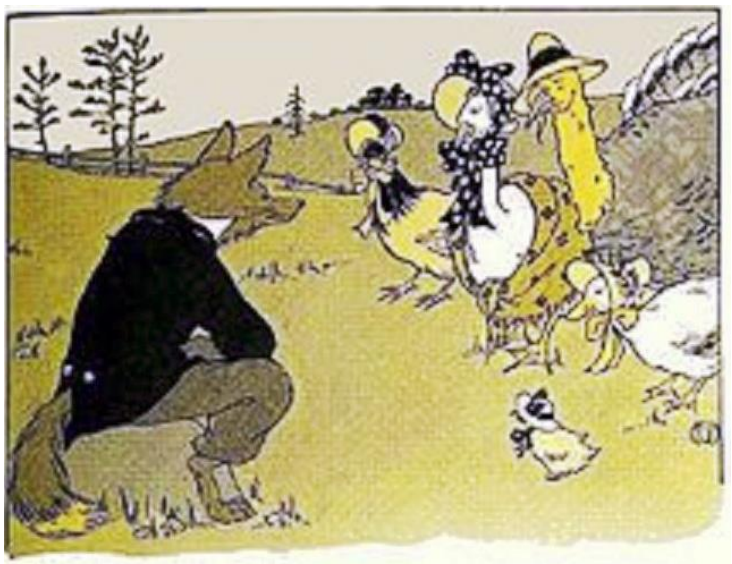
The Governor's Budget Proposal for the 2018-19 academic year and the years following represents a dramatic change in how revenue will we allocated to the California Community Colleges. Presently, most of our on-going revenue is based on apportionment, which in turn is based upon enrollment, or number of full-time equivalent students (FTES). There are other sources of on-going and one-time revenues as well, but most comes from our student population. The new funding formula (if accepted in its present form by the State Legislature) used the old formula for 50% of the funding stream and relies on two new grants for the other half. One grant (the "Supplemental Grant," worth 25% of the funding) will depend on the number of needy students that are earmarked to receive either an enrollment fee grant and/or are first-time freshman students slated to receive a Pell Grant. The other grant (the "Student Success Initiative Grant," also worth 25% of the funding) will depend on the number of degrees, certificates, transfers, and awards conferred. Under this new formula, we can expect do at least as well as we will do at the end of this year looking forward, provided we do not decline in FTES in the future. The reason for this is because of the "Hold Harmless" provision of the Governor's proposal.

> **"Couple this with our enormous end-of-year balance at 39% of our expenditures (or ~$27.4M), it would appear we are doing quite well."**

The "Hold Harmless" provision calls for districts to receive the higher of two calculating funding formulas, the new one or the 2017-18 apportionment value. Specifically, in 2018-19 this will be exactly how revenue will be generated to each district. In the years that follow, each district will receive the higher of the values from either the new formula or the 2017-18 per-student rate multiplied by the FTES enrollment for that year. In short, we can expect to do no worse than we would have otherwise done using the old formula looking forward. However, this is where members of our Citrus Community that are fearful of the future may be shocked when they find out how bright our financial future is shaping up to be.

The California State Department of Finance recently released a report demonstrating what each district could expect their respective revenue streams to look like going forward into next year. Since they used the revenue values allotted in 2016-17, the new values can be thought of as a potential floor, rather than ceiling, values. For Citrus, the floor value is calculated to be $11,593,519 more in the first year. Note that this is assuming a lower apportionment revenue value than we will received this year, thus, we can expect the above to be a minimum. This would correspond to a ~15% increase over our current revenues. Couple this with our enormous end-of-year balance at 39% of our expenditures (or ~$27.4M), it would appear we are doing quite well. Further, unless we take a large hit in enrollment looking forward, it would appear that we can expect to do better than we are now doing under the new formula.

If we couple the above-mentioned Board member's perception of our financial outlook with what was presented to us on Flex Day by our CEO and what we have been told at the negotiating table, it would indeed appear that the District is either uninformed, hysterical, or is trying to sell us a bill of goods. Like Henny Penny, they have created an environment of fear and uncertainty that is not grounded in reality. In short, they are in a currently in a better place financially than they have ever been and the financial future looks as bright as the morning sun.



# Contract Equity Comes in Many Forms

by Counseling Faculty

The current contract makes life easier for management, but it does not serve the best interests of the specific student services programs or the students overall. Counseling faculty currently are scheduled to work 44 weeks with 24 or 26 hours a week (not including preparation/follow-up for each student, department meetings, office hours, committee participation, etc.) In 2018, Counseling Faculty reported to work January 2. However, the majority of students need counseling services during the fall and spring, which means that as a resource, counselors are not being efficiently utilized by the current system.

1. **We want to work more hours per day!**

   Counseling faculty believe working more hours during fall and spring will meet the key peak periods (registration, the first two weeks of each primary semester, Fall transfer season, Early Decision, etc.). A fall and spring focused schedule allows for Counseling faculty to best serve students when they are primarily on campus, and it fits well when collaborating with instructional faculty.

2. **We want to work like our faculty colleagues!**

   Article 15 treats counseling faculty unequally in comparison with their instructional colleagues. Counselors work the same number of days each year (175 or 1050 hours) as instructional faculty. However, the days are spread over 44 weeks as opposed to the instructional faculty's 32 weeks. The required 44 weeks reduces a counselor's ability to earn extra-duty compensation during summer and winter terms when instructional faculty routinely teach extra-duty. During these weeks, counselors are already working full-time.

3. **We want competent management!**

   Over the past two years, SSSP money funded more than 50 adjunct counseling positions. These counselors were fully trained over several months to serve students in all major counseling programs, contributing to degree and certificate completion. **In the middle of the Fall 2017 semester, due to the mismanagement of these funds,** all adjunct hours were cut in half. **In winter, all but one adjunct counselor was terminated.** Currently, less than ten adjuncts work in the counseling department.

The rigid language in Article 15 creates an environment of micromanagement. Schedules for each term are set months in advance by the Dean **without counseling faculty collaboration.** Changes to schedules to accommodate campus events, meetings, workshops, etc. are not allowed. Counselors are still expected to accommodate these events, often without the option of extra-duty compensation, which is determined by the Dean.

**Folks, we need your help! Please let our negotiating team knows you want an equitable and professional counseling department!**

**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)
Chief Negotiator: Dave Brown, Automotive Technology (x8007)