

Dear Faculty,

### **LEGALLY BINDING CBA**

Our Collective Bargaining Agreement (CBA) sets the terms and conditions of our work and is a ***legally*** binding agreement that lays out policies agreed to by management and the Association. In essence, the CBA is the “law” of the workplace. The Citrus College Faculty Association (CCFA) works to enforce the language and the rights that have been bargained on your behalf.

### **MUTUAL AGREEMENT IS REQUIRED**

It has come to the Association’s attention that management may have cancelled classes *without* the instructor’s consent. Although a discussion to look for mutually agreeable options is favorable, please know that classes ***cannot*** be cancelled without the affected unit member clearly assenting to the change. *If the options presented are not agreeable to the faculty member, the class must remain in effect.* Furthermore, mutual agreement must be reached ***before*** any class is cancelled, not after it has been cancelled. If your Dean wants to cancel a class, please notify them of your right to “mutual agreement” according to your CBA ***before*** the class is cancelled.

### **COLLEGIAL CONSULTATION AS A FORMALITY, NOT A JUSTIFICATION**

Through collegial consultation, the faculty member may offer rationale for keeping the course (perhaps it’s the first time the class has been taught or offered irregularly based on student need), or the faculty member might suggest a replacement for the course based on their specialty area and taking into consideration the necessary preparation already invested, or they might offer to load balance if that is their preference, but under no circumstances can the class be cancelled without the faculty member’s consent. Collegial consultation by a Dean is expected, not a justification for class cancellation. A Dean may suggest options to remedy the class cancellation, but it doesn’t mean the faculty member must select from those options. ***Again, changes to an assignment will ONLY be made by mutual agreement of the unit member and the dean.***

### **CONTRACT LANGUAGE SUPERSEDES BOARD POLICY**

BP 4270 speaks to minimum class size, but the Board Policy doesn’t apply because ***legally*** binding contract language supersedes any board policy. This is specified in the CBA.

### **ACTUAL CONTRACT LANGUAGE**

Here is an excerpt from the CBA that speaks to class cancellation rights:

#### 5.8.9 Assignment of Classes

5.8.9.1 The following steps will be utilized each semester (Fall/Spring) to determine a faculty member’s classroom load.

5.8.9.2 Unit Members will be assigned classes to fulfill their required load.

5.8.9.3 Unit Members will be offered remaining classes for overload.

5.8.9.4 Adjunct faculty will be offered remaining classes.

5.8.9.5 Classes that become available subsequent to assignment shall be offered first to Unit Members and then to adjunct faculty.

**5.8.9.6 Changes to an assignment will be made only by mutual agreement of the Unit Member and the dean.**

### **REPORT ANY VIOLATIONS TO THE CONTRACT**

If you feel your rights have been violated, please contact the Citrus College Faculty Association as soon as possible to discuss ways to rectify or mitigate violations that have taken place.

Respectfully,  
CCFA Executive Board