

# SCFA

## Sierra College Faculty Association

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Meeting  
October 22, 2009  
4:30 – 6:30, LRC 313

Board Members Present: Jane Haproff, Jim Weir, Stan Spencer, Paul Cooper, Steve Linthicum, Darla Jones, Nancy Martinis, Lynn Medeiros, Andre Sims, Wayne Barbee.

Guests Present: None

I. 4:30-5:15: Closed session for negotiations

II. Public comments/concerns: None

III. Reports

President Haproff: She and Spencer visited the various divisions (Liberal Arts, Business and Technology, Sciences and Mathematics, and Health, Physical Education, Recreation/Athletics) to find out how they are handling the cutting of classes, updating the online schedule of classes, and reassigning classes by seniority. All divisions appear to be cutting and assigning classes somewhat differently, but in appropriate and acceptable ways. Haproff will write a report on how the divisions are making cuts, updating the schedule, and reassigning classes. The visits were essentially an announcement to divisions that SCFA is paying close attention to these issues.

Haproff stated that she has contacted Bill Barry, an expert in collective bargaining who also is director of labor studies at a community college in Maryland and author of a handbook for new union officers. He recommends organizing and has suggested SCFA have meetings for the membership to inform members of paths to take in this time of budget cuts.

Vice President Weir: His report had to do with part-time seniority. He explained that the final draft of the seniority section of the SCFA contract was written in November 1998 by a team comprised of Pete Kolster (human resources director), John Bukey (district lawyer), Wayne Barbee (part-time faculty), and Weir himself. The final draft was put into the contract in the spring semester of 1999. In June 2003 by Diane McKnight (dean of Roseville Gateway), Bill Tsuji (dean of Liberal Arts), Wayne Barbee, and Weir rewrote the article. The final draft of Article 28 is dated 11 June 2003.

Weir pointed out by quoting the contract that the date of seniority provision has not changed over the years. The date of seniority is the first day of service to the district with a filled contract. Seniority is terminated when there is an

# SCFA

## Sierra College Faculty Association

---

“unauthorized” break in service or an unsatisfactory evaluation of some kind. Today, the appropriate educational administrator (AEA) may authorize breaks in service, if requested by the faculty member, for up to one year for compelling personal or professional reasons. The faculty member must submit the request in writing and, if approved, the AEA must sign it. However, Weir explained that prior to June 2003, there was no written approval and breaks in service were not limited to one year. He contends that verbal approval and unlimited breaks in service were very much past practice and quite ordinary. He also maintains that the reasons for a break in service can be “personal,” and no justification needs to be present for personal reasons. Furthermore, since only the parties that were present at the agreement can verify the agreement, the burden of proof of a non-agreement falls on either the district to produce testimony to the contrary or the faculty member contesting the seniority date in question. After the new contract language went into effect in 2003, “written approval” can also be accomplished by not assigning any classes to an otherwise willing and able part-time faculty member with seniority.

Chief Negotiator Spencer: There is no negotiations report because the E-board is still determining what and how it wants to negotiate.

Treasurer Cooper: He is meeting with a certified public accountant on October 23 to discuss SCFA’s finances and the preparation of the Hudson Report. Cooper will be conducting a detailed financial review for SCFA on October 24 and 25 and will present his findings at the next public meeting of SCFA. The current balance for all SCFA accounts is \$112, 240.83.

#### IV. Old Business

##### A. *The Sentinel* and how to communicate with faculty: website issues

Haproff continues to receive e-mails from and have conversations with part-time faculty who feel disenfranchised without *The Sentinel*. Some suggestions from board members included distributing hard copies of the president’s report and the chief negotiator’s report in mailrooms and culling all part-time news from the reports and putting a button on the website to present information pertinent to part-time faculty in particular. It was decided that Weir will write a vice president report to post on the website, Spencer will write a regular report on negotiations and possibly on events occurring at Strategic Council, and Haproff will write a president’s report on the first of every month. Sims will distribute hard copies of these reports.

As for the SCFA website, Linthicum paid for a reinstatement of the annual registration for the domain name. He encouraged registering for up to nine years

# SCFA

## Sierra College Faculty Association

---

and reserving a couple of other names as well. Sims moved that SCFA register these names for nine years; the motion passed unanimously.

Linthicum also suggested that SCFA have both a public and a private face, meaning that not all SCFA information should be available to the public. There could be a link in MySierra that will give faculty members access to the negotiator's report, for example, and that will allow for private communication to and from the membership. Spencer and Haproff concurred that it would make sense to limit the distribution of some of our updates to faculty. Medeiros stated that these difficult financial times necessitate making information that affects part-time faculty in particular readily accessible.

### B. Part-time faculty seniority

Linthicum is concerned about part-timers with seniority getting the classes they are entitled to. Spencer explained that once a part-time faculty member accepts a class by signing the letter offering the class, he or she is accepting the class and giving up seniority rights to bump a person with lower seniority if that class does not make. If a part-timer receives a letter offering him or her one class, but the usual pattern is a load of three classes, for example, signing the letter only leads to giving up rights for that one class. Accepting an offer of two classes, for example, does not mean that one is happy with getting only two classes if that is not one's pattern.

Referring to the issue of some full-time faculty taking a number of overloads, Haproff explained that the educational code limits full-time faculty to a load of twice the regular full-time load, not including summer.

Medeiros stated that when there is a tie for part-time seniority, SCFA is supposed to draw names from hats. That was done today.

### C. Problems with present system of deducting dues from part-time faculty

Weir stated he would like to argue that a straight percentage of a part-timer's load be the basis for calculating dues. Using this method, SCFA would be in compliance with California Teachers Association (CTA) and Community College Association (CCA). This suggestion was approved.

# SCFA

## Sierra College Faculty Association

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### V. New Business

#### A. Part-time faculty symposium

Sims suggested that full-time faculty could be invited to a part-time faculty symposium, but the agenda would focus on part-time issues including unemployment insurance, sick leave issues, and retirement questions. Haproff added that Ron Martinez, assistant superintendent and vice president of human resources, says the contract is silent about what happens to part-time sick leave when a part-time faculty member loses classes due to cancellation and we need a memorandum of understanding (MOU) that protects seniority and sick leave in these situations.

Linthicum made a motion that SCFA create a subcommittee to plan and conduct a symposium for part-time faculty issues before the end of 2009. Cooper seconded the motion, and it passed unanimously.

#### B. DLIT, the contract, and evaluations

Haproff stated that the area of online evaluations is something for the E-board to discuss, but it isn't a quick discussion. The subject was tabled until a later time.

### VI. Off-agenda items

Part-time mailroom: Haproff stated that the new part-time faculty mailroom and work room will be on the first floor of the library in rooms LRC 112, 113A, 113B, 115, 116, and 122. These rooms could be used as a supply room, a couple of lounges, and several office spaces. The current faculty mailroom in the J building has 975 square feet; the new areas add up to 1242 square feet.

Spencer moved that Sims, Cooper, and Weir comprise a mailroom design subcommittee to work out the details. Jones seconded the motion, and it passed unanimously. Medeiros made a motion that these members receive a \$200 stipend for their time, Linthicum seconded the motion, and it passed unanimously.

Open session ended at 6:38 p.m.

Respectfully submitted by,

***Laurel Gardner***  
**SCFA Secretary**