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## May 2018 Newsletter



### Notes from President Doug Thiel

Our hard-working acting President since January 2018, Bea Herrera, is now on a well-earned vacation until after Memorial Day. As of May 19th, she made the necessary notifications to the District to turn over the job of union president to myself. She will return to her position of union grievance chair. All of us owe Bea a debt of gratitude for her many years of service to your union. She has a phenomenal knowledge base and an unmatched work ethic.

Moving forward, we will continue to provide you with an improved newsletter to keep you informed. In the email that sends out this electronic newsletter, I have also embedded a short video presentation. I hope you will take a few minutes to watch this as I want everyone to know what I consider to be some of our immediate priorities. As indicated elsewhere,

#### Inside This Issue

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I will be in the union offices at 816 Camarillo Springs Rd, Suite Suite B on Tues/Thurs 10am – 1pm during the summer starting May 31. You are welcome to stop by and if I am not otherwise engaged we can chat about our union and/or you can email me in advance to set aside a specific time.

One of our pressing needs is to find a new Chief Negotiator. Please take a few minutes to read the below articles.

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## Your Union Needs a Chief Negotiator!!!

Below is a description of the duties for Chief Negotiator from our by-laws. In the past election we did not have anyone who was nominated. We did have votes for several write-in candidates who either declined the position or were unable to attend the CFT Summer School on contract negotiations. We need someone who can perform the below listed duties and who is willing to train this summer by going to the CFT contract negotiations “boot camp” training during June 18-21 held at UCLA. You can find out more about this training by going to <http://cft.org/get-involved/training.html>. Your new union president, Doug Thiel, will also attend this training to lend you support as we move forward. This position requires that the Chief Negotiator will start to develop a team this summer and attend our strategic planning session on July 27th.

**There is compensation for this position.** This fall we will not be in active negotiations, but the above training and team building needs to take place. The compensation for the Fall will be .2 release time (one class). A P/T faculty person is also eligible for this position and would not lose any classes and instead would be paid 21 hours

of their regular hourly pay for the pay periods Aug-Dec.



During active negotiations (which will start in the Spring of 2019) the release time may be increased at the discretion of the Executive Council. Please send a resume and a letter of interest to [doughthielaft1828@gmail.com](mailto:doughthielaft1828@gmail.com). Doug will also be in our union offices, 816 Camarillo Springs Rd during the summer, starting on May 31 from 10 am – 1 pm on Tuesdays and Thursdays. You are welcome to stop by and discuss this position in further detail. Make sure to use the above email to let Doug know when you plan to stop by so that you can be sure there is not another matter taking place.

### Below is the description for this position:

*Section 8. The Chief Negotiator shall: a. Serve as chair of the bargaining team and be responsible for conducting contract negotiations with the district in conjunction with the bargaining team members. Initial proposals, major shifts in negotiations proposals, and tentative agreements must be approved by the Executive Council before submission to the membership for ratification. b. Recommend members for appointment to the bargaining team. Bargaining team members must be approved by the Executive Council. c. Report on the status of negotiations at each Executive Council meeting. d. Make periodic reports to*

faculty on the status of negotiations through publication of information and campus meetings. e. Be responsible for conducting faculty ratification votes under the following rules:

1) All major contract ratification votes shall be open to members in good standing of the Federation and conducted by secret ballot. Upon reaching tentative agreement, a day and an evening meeting shall be held at each campus for purposes of presenting and debating the major contract tentatively agreed to. Thereafter, a ballot will be mailed to each member in good standing, along with a disclosure of the terms of the contract subject to ratification and a fixed date by which ballots must be returned to the AFT office. If practicable, members attending the meeting named above in this subsection may vote at the meetings; ballots will not be mailed to members who voted at these meetings. Membership in good standing, for the purposes of ratification voting, as membership for one pay withdrawal period prior to voting. Members must be notified in advance of the meeting date, time, and place. Members must be present at the meeting to vote. A simple majority of the votes cast is needed for ratification. 2) Contract reopener ratification votes shall be open to members in good standing of the Federation and conducted by secret ballot on each campus. Such ratification procedures may be changed by vote of the Executive Council. Members must be notified in advance of the dates, times, and locations of balloting. Members must cast their ballots in person. A simple majority of the votes cast is needed for ratification. 3) These ratification procedures may be changed by vote of the Executive Council.

The normal release time for the duties of Chief Negotiator shall be .2 when there are no active negotiations or preparations for negotiations.

This amount may be increased or decreased by a vote of the Executive Council as necessitated by specific circumstances and needs.

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**The below articles were prepared by Renee Fraser, V/P for P/T faculty at Moorpark College**

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## Budget News from the State

The good news from Sacramento is that the governor's 2018-2019 May Revise raised the COLA for California's Community Colleges from 2.51 to 2.71. The Governor also proposes an additional \$143.5 million toward deferred maintenance and equipment, \$46 million for California Promise, and one-time funds to implement the new funding formula.



### Now for the bad news.

Although CFT lobbied against the Chancellor's ill-conceived new funding formula, it remains in the May Revise. The funding formula shifts from enrollment to a combination of enrollment base allocation, a supplemental grant, and performance-based funding.

- 60% Base Grant. Each district would receive a base grant based on enrollment, as measured by FTES.

- 20% Supplemental Grant. Each district would receive a supplemental grant based on the number of low-income students the district enrolls, as measured by the number of students 25 or older who receive a College Promise Grant fee waiver, AB 540 students, and the number of students who receive a Pell grant.
- 20% Performance Based Funding is based on (1) the number of degrees and certificates granted, (2) the number of students who complete a degree or certificate in three years or less, and (3) the number of ADTs awarded.

The May Revise proposal specifies that, in 2018-19, a district would receive either the funds from the new formula or what they got in 2017-18, whichever is greater. Beginning in 2019-20, a district would receive no less than the amount of funds equal to the district's FTES multiplied by the per-FTES rate used in 2017-18.

The May Revise further retains the Governor's legacy project of a fully online college, and sets aside \$120 million for that purpose. This money would be better spent to improve the existing Online Education Initiative of our current system.



*A Union of Professionals*  
**Local 1828**

There is no dedicated funding for the two things that most contribute to student success in the May Revise: more full-time hires and money for part-time faculty equity and office hours. Nevertheless, FACCC informs us that "on May 16 the Senate Budget Subcommittee on Education approved \$25 million for Part-Time Faculty Compensation, \$500,000 for Part-Time Faculty Health Benefits, and \$40 million for full-time faculty positions. The Subcommittee rejected the Administration's change to the funding formula while approving a slightly modified version of the online college."

Thus far, it appears that our district may see increased funding from the new formula, and the increase in the COLA is welcome news. The District is in prime financial health, with extraordinarily high reserves and a declining percentage of the budget going to faculty and students. This bodes well for our upcoming negotiations. Be sure to call the members of the Budget Subcommittee and tell them you oppose performance funding and the Governor's online college.

Further information on the May Revise is available [here](#), and the State Chancellor's summary can be found at [summary of the May Revision](#).

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## **The Use of Professional Experts in our VCCCD**

AFT has seen a rise in the use of "professional experts" hired to do contractual faculty work.

The category of professional expert was created for instances when regular faculty did not possess the expertise for a particular job. For instance, the Fire Academy might teach a unit on arson, and if there was no one on the faculty with that particular expertise, a professional expert could be hired to teach that unit. Lately,

management has been expanding this category to hire people to do regular faculty work, and sometimes people are being paid at less than the negotiated contractual rate. In some cases, people who are not faculty members have been hired to write our curriculum. In other cases, faculty members are being paid wildly different stipends for doing the same task.



Faculty should be paid faculty pay for faculty work. Work on curriculum is covered in the contract as one of faculty's main responsibilities, and faculty work gets paid on the hourly schedules in the union contract. The contract further specifies that faculty must be assigned using PAL and longevity. If there are faculty members with unmet PAL, they should be offered non-classroom assignments to work on specialized project first.

As the FACCC study [Why Faculty Matter](#) notes, the workloads of full-time faculty members are expanding even though their numbers are not.

Assuring that faculty assignments conform to the contract is the only way we have to prevent our own exploitation. Since cost of living increases are not forthcoming from this District despite the additional labor we do, it is even more important to decline to work for less than our negotiated wages.

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## Adjuncts Win .8 Resolution at CFT!

According to the part-time survey AFT Local 1828 conducted last year two-thirds of the adjuncts in the district would prefer full-time work in academia, and 24% (about 200) are true "freeway flyers" teaching at two or more institutions to cobble together a living. The law that limits adjuncts to a .67 load per district is one of the main reasons part-timers lose so much time on the road. Commuting from district to district is a massive waste of time, it's expensive, and it increases the carbon footprint of the community college system.

### What was the justification for limiting the load of adjuncts?

The fear was that having a two-tier pay structure would incentivize hiring more part-time faculty. This is a legitimate concern, since tenure and academic freedom is compromised if a majority of the faculty in a college are part-time and subject to at-will employment.

But we have a two-tiered salary system in which a majority of the faculty members are part-time. Even if adjuncts achieved pay parity with full-time faculty and won pro-rated benefits, they

would still have to commute to two or three different districts to make a living wage because of the .67 limitation.

At this year's California Federation of Teachers (CFT) Convention, the statewide union dropped its opposition to increasing the load part-timers can teach at a single district. Resolution 15, to "raise community college part-time faculty workload to 80 percent" passed overwhelmingly at the convention this year.

Now the hard work begins. Although adjuncts have CFT and the California Part-Time Faculty Association (CPFA) on board, and we anticipate the support of the Faculty Association of California Community Colleges (FACCC), the California Teacher's Association (CTA) still has to be won over.

After all of the faculty advocacy groups are on board, we will search for a California legislator to introduce a bill changing the law. This could take some time, so don't start rearranging your schedules just yet.

One issue of concern is that if the bill passes, it may have a negative effect on new adjuncts at the bottom of seniority lists, as senior adjuncts increase their work loads.

Nevertheless, this is a win for adjuncts across the state. Who knows? In a few years, we may be able to get support for a full load of teaching. At that point, would management be able to maintain the fiction that part-timers are somehow worth less than full-time faculty members?

