



# FACULTY FOCUS

## Negotiations Update

By Charlotte Lofft, FA President

As you know, the FA and District recently finished negotiations for the new Contract, which is in effect until June 30, 2018. There were substantial gains: both non-economic and economic.

Even though our Contract is in place, we continue to negotiate new issues as they come along. This allows us to be current in dealing with change and to minimize topics when we reopen the Contract by 2018. By law, all issues of wages, hours, and working conditions of employment are mandatory subjects of negotiation, and the FA is vigilant about monitoring these issues as they surface and demanding negotiations on impact effects.

The most recent FA Demands to Negotiate revolve around the following subjects:

1. Non-Credit Classes: Each college is promoting Non-Credit classes. There are many negotiable issues, but the most urgent involve faculty salaries and working conditions. The FA has made several requests to the District to meet to discuss these issues. However, the District has not responded with any dates or time. Therefore, the FA recently requested the district to cease and desist from offering non-credit classes until we can negotiate these impact effects.
2. Dual Enrollment Classes: Again, the FA has requested negotiations on impact effects, such as salaries and faculty evaluations as well as other working conditions. It is expected that the colleges will not participate in dual enrollment classes until these matters are settled in negotiations.
3. Conversion from Blackboard To Canvas For Online Instruction: It appears as if the district might change its course management system from Blackboard to Canvas. If the decision is made that the District will become part of the Online Educational Initiative (OEI), then Canvas is used exclusively. If this district change occurs, then the FA will be interested in negotiating such impact effects as faculty training to Canvas, faculty stipends for learning a new system, and ongoing faculty support services.
4. New Faculty Orientations: The Contract stipulates that new Full-time faculty be oriented for two days before Convocation. There may be an effort to modify that, and if so the FA will be involved in any impact negotiations. Also, the
5. Contract stipulates that all newly hired Part-time faculty be paid for two hours of orientation prior to being hired.
6. Load Sheets For Non-Instructional Faculty: Article 10D.9(a) of the Contract states that Load Sheets
7. shall be maintained for all Counselors, Librarians, and Special Assignment Full-time Faculty who are **carrying over workload (e.g., workload banking)**. At present, Load Sheets for
8. this purpose do not exist and need to be negotiated.

We will keep you informed of the progress of negotiations on the above subjects.

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## New Pay Provisions Coming in 2016

As part of the contract ratified last fall, several provisions regarding our compensation rates are due to be implemented in 2016. They are as follows:

- ✓ **4% across-the-board increase** — Effective July 1, 2016, applicable to full-time salaries, and all part-time and overload instructional, counselor and librarian rates. (*Note.* The District must implement this increase by December 31, 2016; if it's implemented after July 1, the increase is to be retroactive to include all work performed after July 1.)
- ✓ **Instructional Pro-Rata Increase from 71% to 72%** — Effective Fall Semester 2016, applicable to the part-time and overload rates for instructional assignments. What this means is that for instructional part-time/overload instructional assignments, the CAH “per unit” rate, as well as the hourly lecture and lab rates (where applicable) will be based on 72% of the full-time salary in Column III (Steps 1-9) as opposed to 71%. It should be noted that this is *in addition to* the 4% across-the-board, so it will produce a net 5.46% increase, as compared to what these rates were in 2015-16.
- ✓ **Pay Parity for Part-time and Overload English/ESL Assignments** — Effective Fall Semester 2016. Prior to this point, the load factors 1.25 and 1.17 (for Faculty Hour C.1, C.2 and C.3) have only applied to assignments for full-time load— but *not* for part-time and overload pay (load factor 1.0 being used for pay-purposes). Effective Fall '16 this disparity will be corrected, and for the first time in the history of this District, pay for all instructional assignments can be computed accurately in terms of load, using the CAH rate.
- ✓ **Minimum Overload Placement for Regular and Emeritus Faculty** — Became effective Spring Semester, 2016. Regular and Emeritus faculty performing overload or part-time work are to be placed no lower than Step 5 on the Part-time salary schedule. (Minimum had been Step 4.) This provision primarily affects faculty with abundant

full-time experience in the district, but not a lot of part-time experience.

### A recap: What was implemented in 2015:

- ✓ **3.04% across-the-board increase** — Retro to July 1, 2015
- ✓ **Instructional Pro-Rata Increase from 70% to 71%** — Effective Fall Semester 2015, which produced a net increase of 4.51% at Steps 1-8 (higher for those who qualified for Step 9)
- ✓ **Full-time Step 27** — Longevity increment effective in Fall, 2015
- ✓ **Part-time Step 9** — New step on the part-time schedule effective in Fall, 2015

### What’s in store for 2017:

- ✓ **3% across-the-board increase** — Effective July 1, 2017
- ✓ **Full-time Step 30** — Longevity increment to be effective Fall, 2017
- ✓ **Part-time Step 10** — New step on the part-time schedule, effective Fall, 2017

### Cumulative Impact of the Three Year Agreement:

Compared to the 2014-15 Salary Schedule:

- ✓ **Across-the-board increase** — Compound effect 10.37% over three years
- ✓ **Part-time/Overload Instructional Rates** — Compound effect 13.5% at steps 1-8; for those who qualify for Step 10 in Fall 2017, the compound effect is a 21.7% increase.





## Professional Responsibilities for Part-time Faculty

With our new contract, there are some important changes to the professional responsibilities for Part-time faculty and the financial compensation associated with these responsibilities. Article 18 of the contract covers these issues along with a lot of other issues related to part time faculty.

Many Part-time faculty members have been doing work on SLO/PLO/SAO, etc., attending discipline meetings when possible, helping with book selection, assisting with program reviews, and doing a myriad of other tasks that fall within the "program and subject area improvement" category. Sometimes there was pay for the work and sometimes there wasn't.

As the requirements for all faculty to do more with SLO/PLO/SAO, program review, curriculum development, etc. have continued to increase over the last several years, it seemed time to professionalize the professional responsibilities for Part-time faculty. To that end, the FA negotiated Articles 18I.7c. and 18T, which specify what the professional responsibilities of Part-time faculty are and also the amount of time that Part-time faculty members have as an obligation for their professional responsibilities. The FA also negotiated an increase in the parity percentage to compensate Part-time faculty for the time that they will spend performing their professional responsibilities.

Article 10D.3.c(3) lists a variety of types of work that fall under the category of Professional Responsibilities for Full-time faculty members. Article 18I.7.c.1 defines professional responsibilities tasks for all Part-time faculty as follows:

"Participate in program and subject area improvement tasks such as creating and assessment of Student Learning Outcomes (SLOs), Service Area Outcomes (SAOs), Course Learning Outcomes (CLOs) and Program Learning Outcomes (PLOs), program review, and curriculum development."

Full-time faculty have a five hour per week professional responsibility obligation. Article 18T defines the professional responsibilities hours for Part-time faculty as follows:

Professional responsibilities listed in Article 18I.7c. shall be considered to represent one (1) hour per semester per CAH. For example:

- A Part-Time unit member with an assignment of three (3) CAHs will have a professional responsibilities obligation of 3 hours per semester.
- A Part-time unit member with an assignment of six (6) CAHs will have a professional responsibilities obligation of 6 hours per semester.

Furthermore, it is agreed that Part-Time unit member requested to perform professional duties beyond one (1) hour per semester per CAH shall be paid at the "F-Hour" rate for the additional time. It is understood that payment for additional professional duties must be pre-approved by the appropriate Administrator.

Professional responsibility hours, as defined in Article 18T, do not count in the 67% Law limit.

### **PAYCHECKS: NOTE UPCOMING CHANGES**

By: Charlotte Lofft, FA President and Barbara Yesnosky, Director of Business Services

**This communication serves as a "heads-up" communication introducing upcoming changes. More specific information will follow as we get closer to implementation.**

#### ***For those receiving paper checks:***

Effective with the July 2016 paychecks, you will receive pressure-sealed paychecks instead of the current paychecks enclosed in an envelope. If you receive paychecks through the mail, we don't want you to mistake them for junk mail.



Paychecks continued

The District encourages those of you who receive paper checks to sign up for direct deposit. This is much more efficient for all involved and will facilitate you getting your money as soon as possible without involving the “middle person” handling a paper check. It will eliminate lost checks (thereby saving time) and will be easier to trace the transfer of funds. The District has been using direct deposit since 1998 and is very proficient in its applications. **Also, depending on how the dates fall and when we have to send the electronic file to the bank, sometimes those who have direct deposit see the money in their bank account prior to the pay date.**

To sign up for direct deposit, click here:

[http://www.clpccd.org/business/documents/DirectDeposit-042413-fillable\\_000.pdf](http://www.clpccd.org/business/documents/DirectDeposit-042413-fillable_000.pdf)

***For those receiving direct deposit notices:***

Effective July 2016 direct deposit information will be available electronically. You will receive an e-mail with a secure link. Instructions for retrieving direct deposit information will be included in the e-mail. We will no longer be mailing out paper direct deposit notices.

To make a change to an existing direct deposit, click here:

[http://www.clpccd.org/business/documents/DirectDepositChangeForm-fillable\\_000.pdf](http://www.clpccd.org/business/documents/DirectDepositChangeForm-fillable_000.pdf)

As we get closer to implementation, additional communication on this topic will be sent via USPS and/or e-mail.

Thank you in advance for cooperating with and facilitating this transition.

## **SDI For PT Faculty**

*By: Victoria Austin*

With our new contract, part time faculty will have the option of selecting as a group to participate in SDI. An election to determine whether we will join will take place by the end of the spring 2016 semester. To find this provision in our contract, look at Article 18X.

Public agencies including school districts are not required to provide SDI coverage, but a law passed in 2009 allows part time faculty to vote to participate as a group in the SDI program. Our new contract will allow us to decide whether to take advantage of the availability of SDI coverage.

California State Disability Insurance (SDI) provides partial wage replacement. SDI has two programs: **disability insurance** and **paid family leave** insurance.

For **disability coverage**, SDI provides up to 52 weeks of partial wage replacement at 55% of wages. There are conditions that need to be met for this eligibility. More details on eligibility and benefits can be found here: [http://www.faccc.org/wp-content/uploads/2014/08/state\\_disability\\_insurance.pdf](http://www.faccc.org/wp-content/uploads/2014/08/state_disability_insurance.pdf) and here: [http://www.edd.ca.gov/Disability/About\\_the\\_State\\_Disability\\_Insurance\\_\(SDI\)\\_Program.htm](http://www.edd.ca.gov/Disability/About_the_State_Disability_Insurance_(SDI)_Program.htm)

For **paid family leave**, SDI provides a total of six work weeks per year at 55% of wages. Members are eligible for coverage based on a variety of family situations, including birth and care of a newborn, adoption, and care for a member of one’s immediate family with a serious medical condition.

One important point to keep in mind is that the unit member needs to be either employed or collecting unemployment insurance at the time he or she applies for state disability. The application is done through the California Employment Development Department. [http://www.edd.ca.gov/disability/Filing\\_for\\_State\\_Disability\\_Insurance\\_\(SDI\)\\_Benefits.htm](http://www.edd.ca.gov/disability/Filing_for_State_Disability_Insurance_(SDI)_Benefits.htm)

SDI is funded by member contributions. The contribution rate is determined by the state. For 2016, that rate is .9% of wages up to a limit of \$106,742. The maximum weekly benefit is \$1104.

Please think about whether you are in favor of joining this program. A vote will take place later this semester. If you have questions, please contact your part time representative. At Chabot, that’s Zac Walsh at [zwalsh@chabotcollege.edu](mailto:zwalsh@chabotcollege.edu). At Las Positas, that’s Vicky Austin at [vaustin@laspositascollege.edu](mailto:vaustin@laspositascollege.edu).



## ***Sidebar: What is the CAH Rate?***

For part-time and overload instructional assignments, faculty members are paid in terms of the total load for the semester. The CAH rate is simply the pay rate per Calculated A Hour (CAH), which is also the unit by which full-time instructional load is measured. The CAH rate has several advantages over the old hourly rate structure; the primary advantage is that it simplifies the pay calculations immensely by eliminating the need to establish separate hourly rates for all the different lab load factors and composition load factors that currently exist—the load factors are accounted for in the calculation of load for the assignment.

The CAH rates in effect for Fall, 2016 are shown in the table below.

**From the Schedule  
of Part-Time Service Rates  
(2016-17)**

**Instructional Assignments  
Compensation per CAH**  
72% Pro-Rata Scale

<u>Step</u>	<u>Rate</u>
1	1,445.47
2	1,514.40
3	1,583.42
4	1,652.45
5	1,721.40
6	1,790.40
7	1,859.40
8	1,928.40
9	1,997.30

**Example 1:** A part time faculty member at **Step 4** is teaching a 6-unit lecture assignment (40% load) in Fall, 2016. The pay for the semester is:

$$6.0 \text{ CAH} \times \$1,652.45 = \$9,914.70$$

**Example 2:** A chemistry instructor at **Step 7** has an assignment consisting of 3 lecture hours, plus 6 lab hours which carry a load factor of 0.875. The load for the assignment is calculated first:

$$3 \text{ lecture @ } 1.0 + 6 \text{ lab @ } 0.875 = 8.25 \text{ CAH}$$

The pay for the semester is then easy to calculate:

$$8.25 \text{ CAH} \times \$1,859.40 = \$15,340.05$$

**How it appears in your paycheck:**

For full-semester assignments in Fall and Spring, the District divides the pay into five equal monthly instalments, and it is noted on your pay-stub accordingly. The faculty member in Example 1 is thus paid for 1.2 CAH per month, while the faculty member in Example 2 should expect to be paid for 1.65 CAH each month. (For the Summer sessions and partial-term assignments, the pay is typically divided into two or three equal instalments.) In all cases, the units paid should add up to the total load value of the assignment.