

May 2014 | CFCE

## Table Talk

**Quote of the Day:** “My overall philosophy is that any day you’re not told, not to come back, is a successful evaluation day because the District has the right to let you go at any time during probation.”

District Negotiations Team



### Contract Negotiations Stall

Since the last Table Talk on April 8, CFCE has twice met with the District’s negotiations team to continue negotiating the classified contract, which expired in June 2012. Over the course of the two sessions, rather than finalize the three outstanding articles, the District presented to CFCE red-lined versions of three additional, already closed articles: Article 19 (Salaries), Article 14 (Hours and Overtime), and Article 7 (Employee Status).

All three of these articles had previously been negotiated, reviewed by legal counsel, and signed off on by both parties. The District has recently taken the position that these previously agreed to articles are in fact *not* closed, and that they are entitled to disregard the work done by both parties over the past two years of negotiations. This position is contrary to the negotiations ground rules and calls into question the status of all previously agreed to articles.

Compounding the problem are the changes the District is seeking to make to these three closed articles:

**Article 19 (Salaries)** – Eliminates COLA permanently from the contract in exchange for a one-time 1.57% increase retroactive to July 1, 2013; allows CFCE the opportunity reopen the article and return to the table to negotiate should any other constituent group negotiate a higher increase in monetary compensation.

**Article 14 (Hours and Overtime)** – Enhances management’s right to assign work as needed.

**Article 7 (Employee Status)** –Eliminates provision allowing employee to automatically become permanent in absence of the 8th month evaluation and subsequent recommendation for permanency at 11 months.

### Coast Federation of Classified Employees

#### Negotiation Team:

Ann Nicholson	President
Connie Marten	Chief Negotiator
Sheryl Area	OCC, VP
Frank Oppedisano	CFT Field Rep
Katherine Steed	Executive Director

#### Articles Opened CFCE

Article 7 – Employee Status  
Article 10 – Performance Appraisal  
Article 12 - Reclassification  
Article 17 – Leaves of Absence  
Article 19 – Salaries  
Article 26 – Non Discrimination, Equal Employment Opportunity, Harassment, and ADA

#### Articles Opened District

Article 7 – Employee Status  
Article 10 – Performance Appraisal  
Article 17 – Leaves of Absence  
Article 18 – Professional Development  
Article 19 – Salaries  
Article 20 – Employee and Dependent Benefits  
Article 21 – Retirement  
Article 22 – Disciplinary Procedures

### **Article 19 (Salaries)**

Article 19 was negotiated, reviewed by legal counsel, and agreed to by both parties back in August 2012, but at a recent negotiations session the District presented to CFCE a red-lined version of the article 19.4 asking for more concessions from classified employees by way of the elimination of COLA from your contract.

The District's left field proposal included the removal of COLA (cost-of-living adjustment); in exchange for eliminating COLA from this and all future contracts, the District "generously" offered a one-time increase of 1.57%, the same amount as this year's state COLA.

For months CFCE has been calling on the District to provide classified employees with their contractually guaranteed COLA, this year at 1.57%, and for months the Administration and Board of Trustees has cried poverty, telling CFCE that there simply was not enough money in the budget to pass COLA through to classified employees. The money to fund COLA comes directly from the state, but rather than pass it along to classified employees, the District has claimed the money is needed to fund other obligations.

Classified employees have gone years without any salary increase while some managers have received raises, the District has seen thousands in unexpected benefits savings and continues to maintain generous reserves. While the District may not have an interest in fulfilling its contractual obligation to pay classified staff COLA, CFCE will continue its fight to uphold the contract language through a lawsuit filed against the District in March 2014.

### **Article 14 (Hours and Overtime)**

Article 14 was negotiated, reviewed by legal counsel, and agreed to by both parties back in June 2012, but at the negotiations session on May 1 the District presented to CFCE a red-lined version of the article that changes its intent. The District's proposal would expand management's authority to assign work to whoever they like after it has been turned down by classified employees. This is contrary to the intent of the article as previously negotiated by the District and CFCE.

### **Article 7 (Employee Status)**

Article 7 was negotiated, reviewed by legal counsel, and agreed to by both parties, but at the negotiations session on May 1 the District presented to CFCE a red-lined version of the article that eliminates employee protections during probation. The District's proposal would remove the contract provision that says an employee who has been notified of continued status at 11 months will become permanent and allows the District to terminate up until the 12 month anniversary. The District claims that this protection at 11 months is illegal and a violation of management rights.

**Article 27 (Duration) –Standby MOU Pilot Program** – Although this language was agreed to, the District and CFCE determined that there was further clarifying language needed, which is in the final stages of determination. CFCE to present counterproposal on May 15

### **Article 18 (Professional Development)**

In past communications CFCE shared with you that it had successfully negotiated an increase in the funding for professional development programs, from \$55,000 to \$100,000. Unfortunately, the District is now claiming that the \$100,000 was intended to fund not only professional development programs, but also job retraining and professional leave. Despite knowing that funding for professional development runs out by fall each year, despite promises by top administration of investment in staff professional development, and despite being an institution of higher learning, the District refuses to invest in its classified staff. CFCE will continue to fight at the negotiations table for a reasonable and practical investment in staff professional development.