

From: [Holmes, Aaron](#)
To: [Classified Staff](#)
Cc: [Governing Board Members](#); [Deegan, Robert](#)
Subject: UNION: TA'd Article Meeting Synopsis (9/9/2013) and next TA Meeting Announcement (9/17/2013)
Date: Wednesday, September 11, 2013 9:54:29 AM

Hi Classified Staff,

We just held our third meeting covering the TA'd articles from the contract that we will be bringing forward for you to vote on. The contract consists of multiple articles but must be voted on as a whole. There is no ability to pick and choose articles as the negotiations are comprehensive of the entire agreement. Please also mark on your calendar our fourth and final meeting covering the TA'd articles. It will be held next **Tuesday the 17th from 12:30 to 1:30 in MD-157**. We hope to see many of you there!

REVIEW OF TA'D ARTICLES:

- Based on the survey results Aaron continued to review the following articles:

- **Article 6: Union Rights**
 - **Contracting Out:** The CCE negotiating team ensured that the District will not contract out our classified work.
 - **New hires:** The CCE will have 15 minutes to meet with new hires.
 - **Printed Contract:** The cost will be split for printing the contract. The CCE/AFT Local 4522 Stewards and Union officials will hand-out the contract to each classified employee.
 - **Meeting times:** 1 general staff meeting per quarter will granted with release time to attend for all classified staff. The District will be reasonable in permitting additional meetings.
 - o Concerns were expressed regarding negotiations & additional meetings. Aaron explained that according to discussions at the table, the District understood and agreed to be reasonable with additional meetings and that contract ratification was one of the reasonable times.
- **Article 7 – District Rights**
 - Provides rights to the District that are afforded by law. The CCE/AFT ensured that the District will not be able to do more than the law provides and will continue to maintain our right to represent and bargain.
- **Article 12 Compensation** (Mandatory Annual Reopener)
 - **COLA:** Will be passed through for the life of the contract.
 - **“Me too”:** The “Me Too” clause ensures that classified staff receive at least the same percentage increase that is negotiated by the faculty. The PFF TA'd a 3% increase for which includes State funded COLA. This means that staff would also see a 3% increase in addition to the .72% increase provided by the classification study MOU.
 - **Step & Column:** We were able to secure automatic step & column annually even though the District had initially tried to make this a yearly question.
 - **Out of Class:** Same language – Few changes: Employee required to work out of class can request to return back to hire position. CCE/AFT will continue to work on the out of class issues.
 - o Concerns expressed regarding Out of Class assignments and District's reasons. Aaron explained the only reason the District gave to not limit out of class assignments was that it was not in the District's interest at this time.
- **Article 19 Grievances**
 - **Binding Arbitration:** Equal treatment for both represented groups on campus. Aaron explained how much work went into this TA. Fifth (5th) step in Grievance

process is now binding arbitration; rather than the District being the final decision maker regarding a grievance issue it would go to an agreed upon arbiter and the decision would be binding. The CCE/AFT will continue to strive to resolve issues at the informal level, but this was a huge addition to our agreement.

- **Article 11 – Hours and Overtime:**
 - **Part-time Employees:** Part-time employees working 30 minutes or more above assigned time for a period of 20 days or more will have an increase to their regular schedule.
 - **Voting:** Paid release time “up to two (2) hours” if needed will be granted in order to allow all employees to vote.

- **Article 8 – Medical Examinations** (formerly: General Provisions)
 - District to cover the cost of examinations regarding employment or employee concerns.

- **Article 15 – Holidays**
 - Holidays are status quo. The CCE tried to obtain a floating Holiday for classified employees to observe a holiday that is not provided by the state calendar, but we were not successful. We also tried to make the December through January holiday/break a set period of time rather than have alternating days off, but we were not successful.

- **Article 14 – Leaves**
 - **Denied leave:** When an employee is denied leave the employee can request that the supervisor provide a written reason why the leave was denied.

- **Article 18 – Evaluation**
 - Aaron reminded all attendees that evaluations are only for a 12 month period. If you didn't get an evaluation for 5 years, you don't get one that covers those 5 years. He encouraged everyone to work with their Grievance officers (Sheila Atkins or Anel Gonzalez) if their evaluation is for a period of more than 12 months. Aaron also stated that Evaluations are not used for Discipline and should be given to the employee on their anniversary date. Dan Dryden explained that the CCE/AFT has been working with the District and came to a resolution while they get all the evaluations back on track: If you have been evaluated within a six (6) month period from your anniversary date (which is the classified employee's hire date) then you will not be evaluated until your next anniversary date. If you have any questions, please do not hesitate to contact your union officials.
 - **Evaluation Form:** Any changes made to the evaluation form or process will be negotiated between the District & the CCE/AFT.

- **Article 16– Vacation**
 - **Denied leave:** If a leave is requested and denied the employee may request that their supervisor provide a written reason why it was denied within a time limit.

- **Article 1 – Recognition**
 - Provides job titles of positions that are in our bargaining unit; changes to our unit must be bargained.

All of the Tentative Agreements (TA'd articles) are available on our website. **Please read over the TA'd agreements**, but reflect on the entire agreement as there has been some give and take. Any language that has strikeout through it has been removed from the article. The entire contract MUST be voted on by the membership before it is presented to the Governing Board for ratification and implementation. When the entire agreement goes out to vote, the members in good standing will be presented a clean copy without any of the strikethrough.

The TA'd Articles can be found at <http://www.palomarcceaft.org/docs/negotiations/TA'd%20Contract.pdf>

Thank you for all who could attend and for your participation. Hopefully we'll see more of you at the final meeting, we strongly encourage your attendance and participation!

Your Negotiating Team,

Aaron Holmes
Chris Wick
Kathy Davis
Anel Gonzalez
Debbi Claypool
Frank Oppedisano (CFT Field Representative & Lead Negotiator)