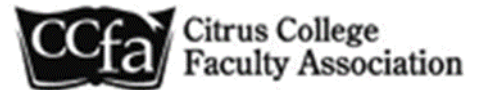


19 September 2022



To: All CCFA Bargaining Unit Members
From: Dave Brown, CCFA Bargaining Chair
Re: Bargaining Update

Esteemed Colleagues,

As was reported at Convocation, the Association continues to advance the cause of salary increases to the District. We settled our contract under duress in 2021, and we now find ourselves in a world of record-setting inflation with wages that have been stagnant for two years. **The District and the Association are scheduled to meet this Tuesday, September 20.** In advance of that, I wanted to give you some background on where we find ourselves to date.

As you know, the Association issued a Demand to Bargain on salary. It was duly and properly filed in good faith. Our contract contains no "zipper" clause preventing negotiations on matters within the mandatory scope of bargaining prior to the contract's expiration. The Demand itself was based on data that demonstrated dramatic, continued improvements to the financial health of the District including a funded COLA for 2021 – 2022 of 5.07%. As a product of preliminary discussions, and at the express request of the District, the Association made a written proposal on salary in April 2022. This proposal included COLA-based salary increases for each year of our current contract (2021, 2022, 2023).

Since then, in discussions with the District, we indicated we were seeking urgent action. Of course, we want all our members made whole in this radically changing financial environment, but we had particular concerns for our pending retirees.

This message was lost on the District and unfortunately that ship has sailed.

We have been ready and willing to enter into salary negotiations since the time the Demand was filed. The District advanced an idea of opening the contract more broadly and to include salary negotiations as part of that process. This is a delay tactic at best. At worst, it is an attempt to leverage precious faculty rights against salary increases.

The Association does not share the District's sense of urgency that other matters need be brought to the table ahead of schedule (the normal cycle of bargaining is scheduled to begin in Spring 2023). That said, the Association has indicated there may be an appetite to entertain such an idea. But we have insisted that **meaningful** movement on salary would be a prerequisite.

In July, the District offered us a draft MOU to enter bargaining that did not include an offer of a salary increase. This came just as we began a new fiscal year and the State has now funded a second COLA, this time 6.56%. As such, the Association, in good faith, made a counterproposal. Not surprisingly, the Association included a proposal on salary.

The District ignored our proposal. Even when asked to formally respond, and having promised to do so, they did not. Our President, Senya Lubisich, nudged Dr. Schulz and the District then responded by indicating it "fully recognizes the Association's interest and point of view" but "is not prepared to agree to these increases" in advance of entering more broad-based bargaining.

The District has stated that the parts of the contract they are interested in bargaining represent areas “where the District believes we have a unique opportunity to develop contract language to reflect best practices in light of the many new challenges and opportunities we have jointly recognized, resulting from the pandemic.” **The Association is largely in agreement with this sentiment.** That said, we all have to acknowledge the District’s history of proceeding in what is arguably a consistent pattern of bad faith. The list is long, but here are two recent examples:

- In what now appears to be the waning days of the pandemic, the District and the Association agreed that COVID-19 and remote-work protocols set forth in previous MOUs would be maintained in Summer and Fall 2022 *without* the need for formal MOUs. As soon as the Spring MOU expired, Counselors were immediately prevented from working any portion of their loads remotely. Counselors are currently spending most of their time in their offices, doors shut, providing services online and by phone. This appears to be a decision rooted firmly in spite.
- As a result of a unilateral change instituted by the District, and with no notice whatsoever, Counselors were deprived of their paychecks in August 2022. The District cited County regulations **that do not exist** which prevented 12-month pay plans for 10-month employees. The District has not offered any compensation for the harm it caused its employees. There has been financial harm, there has been emotional harm, and people have been humiliated.

The District and the Association have, on occasion, done some beautiful work to reach agreements on a variety of issues. That said, the District has a years-long track record of **violating** those agreements whenever it suited them. Indeed, from the perspective of many faculty with any level of institutional memory, this District looks on its faculty and staff with disdain.

The Citrus College Faculty Association stands ready to bargain with the District in good faith. And the Association has a track record of doing just that. Negotiations are usually a process of give and take, though sometimes it is not as purely transactional as that. Case in point: An insurance provider change was negotiated saving the District hundreds of thousands of dollars per year. There was **no benefit** to anyone in the faculty at all. Indeed, many of our members were ultimately harmed. Providers were lost, prescription coverages were lost, and untold hours were lost in pursuit of remedies for things Anthem refused to cover. It was only a question of whether the incurred harm was tolerable for the benefit of the College—an institution we all love.

When we settled our contract through mediation in 2020/2021, we were quite literally swindled. District finances faced no threat, **and they knew it.** In the time since then, revenues have skyrocketed while expenditures have been slashed. Faculty carried the District through COVID-19 and have endured staggering inflation. And now, State-funded cost-of-living-adjustments (COLA) from which the District is benefitting are being held hostage.

Again, the District and the Association are scheduled to meet this **Tuesday, September 20.** It is my hope that we will reach an agreement on a path forward. As always, we will keep you informed as things develop.

Yours in Unity,

Dave Brown

-Dave Brown
Bargaining Chair, Citrus College Faculty Association