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American Federation of  
Teachers, AFL-CIO

October 3, 2013

Dr. Thomas M. Fallo, Superintendent/President  
Dr. Keith Curry, CEO Compton College

Re: Demand to Bargain Regarding the Affects of El Camino Community  
College District/Compton Community College District Amended  
Partnership Agreement (On Behalf of American Federation of Teachers  
Locals 1388, 3486, 3486-1 and 6142)

Dear President Fallo and CEO Curry:

I am sending you this correspondence on behalf of the American Federation of Teachers, Local 1388 (El Camino Certificated Local), 3486-1 (the Compton Certificated Local), 3486-2 (the Compton Classified Local) and 6142 (the El Camino Classified)(collectively the "Local Unions"). As you know, and in compliance with Education Code Sections 74293 (e) & (f), the El Camino Community College ("El Camino") and Compton Community College District aka the Compton Center ("Compton") have recently amended their Agreement with respect to El Camino's partnering with and supervision of Compton.

In reviewing the Amended Agreement (the "Agreement"), as well as its predecessor, it has become abundantly apparent to the Local Unions that a significant amount of the provisions set forth in the Agreement impact and effect the terms and conditions of

employment for the bargaining units represented by the Local Unions at both the El Camino campus and the Compton Center. Therefore, and in accordance with the provisions of the Educational Employees Relations Act as well as Education Code Section 74293(f), I am demanding that representatives from El Camino and Compton bargain over the effects of the Agreement as that document impacts and pertains to the terms and conditions of employment for the certificated and classified employees represented by the Local Unions.

Indeed, and in our view, the following Sections of the Agreement - as referenced in the comments following each delineated Section - have an impact and/or have an effect on the terms and conditions of employment for the employees who are exclusively represented by the Local Unions. Thus, and for the following reasons, the Local Unions – by and through the undersigned – demand effects bargaining over the below listed provisions in the Agreement:

1. Section 2: This section calls into question whether the collective bargaining agreements for the Compton Certificated Local and Compton Classified Local may be impacted by and through the ACCJC accreditation process. Specifically, in the event the ACCJC deems on or more provisions in either the Compton Certificated Local collective bargaining agreement or the Compton Classified collective

bargaining agreement (“CBA”) as objectionable, Section 2 of the Agreement appears to provide El Camino with the ostensible authority to unilaterally alter those CBAs so they do not “interfere with” the ACCJC processes.

2. Section 3: This Section of the Agreement raises the same issues and concerns as Section 2.
  
3. Section 4: To the extent that El Camino is responsible for tracking and record keeping with respect to student attendance at Compton, errors in this process can result in inaccurate FTES reporting for Compton. In turn, inaccurate FTES figures could result in Compton receiving less funding and, therefore, have fewer funds available to compensate the Certificated and Classified employees represented by Compton Certificated Local and the Compton Classified Local.
  
4. Sections 5 through 9: Sections 5 through 9 of the Agreement, expressly grant El Camino “exclusive management and control” of all Compton Center “educational programs and services.” To this end, it unquestionable that El Camino assumes supervision over all functions and attributes concerning educational programs and related services at the Compton Center. Plainly, the powers granted to El Camino in these sections significantly impact and effect the terms and conditions of

employment for both the Compton Certificated and Classified Locals and their membership to the extent that El Camino, and not the management of the Compton Center, shall have final approval rights as to the educational programs offered by the Compton Center (thereby impacting the terms and conditions of employment for the members of the Compton Certificated Local) and other services provided by the Compton Center (thereby impacting the terms and conditions of employment for the members of the Compton Classified Local).

5. Section 11: Section 11 of the Agreement provides that El Camino "...shall appoint..." a full-time Vice President for Compton and that this office shall also serve as the Chief Instructional and Chief Student Services Officer of Compton. To the extent that the Vice President is not only the chief of Compton's Instructional and Student Services divisions, and is apparently subordinated to the Superintendent/President of El Camino, it must be made clear who has the bargaining authority on behalf of Compton Center with respect to (a) matters within the scope of bargaining as they relate to the Compton Certificated Local and the Compton Classified Local and (b) the ultimate supervision for employees who are represented by the Compton Certificated Local and the Compton Classified Local.

6. Section 12: Under its Section 12, the Agreement provides El Camino with what appears to be total control over hiring and staff assignments at the Compton Center. To the extent that the language in Section 14 implies that El Camino now possesses a right of veto over Compton Center's funding levels, staffing levels, staffing assignments, etc., the matters set forth in Section 14 directly effects and impacts the terms and conditions of employment for the employees represented by the Compton Certificated Local and the Compton Classified Local.
  
7. Section 13: As with Section 12 of the Agreement, Section 13 further extends El Camino's involvement in the direction and supervision of Compton Center employees. Specifically, Section 13 grants El Camino the right to "direct the activities" of Compton's Classified employees. Thus, the language set forth in Section 15 clearly and substantially impacts the terms and conditions of employment for all employees in the bargaining unit represented by the Compton Classified Local.
  
8. Section 14: Under the current iteration of Section 14, El Camino purportedly is granted the right to assign its own employees to perform what appears to be bargaining unit work - normally performed by employees in either the bargaining unit represented by the Compton Certificated Local or the Compton Classified Local

- at the Compton Center. To this end, the language in Section 14 clearly and substantially impacts the terms and conditions of employment for employees represented by the Compton Certificated Local and the Compton Classified Local to the extent such employees may have their hours reduced, positions eliminated, etc., if such work is assigned to El Camino employees under Section 14 of the Agreement.

9. Section 15: This section, if implemented by El Camino and Compton, raises the identical issues and concerns as noted above with respect to Sections 12 and 13 of the Agreement.
10. Section 17: Again, and to the extent any CEO of Compton is ultimately supervised by, subordinate to, the Superintendent/President of El Camino, it must be made clear who has the bargaining authority on behalf of Compton Center with respect to (a) matters within the scope of bargaining as they relate to the Compton Certificated Local and the Compton Classified Local and (b) the ultimate supervision for employees who are represented by the Compton Certificated Local and the Compton Classified Local.
11. Section 19: To the extent that Certificated and Classified employees of Compton should have input into the process used to evaluate the Compton CEO, this process should provide for participation by those groups into the ultimate final evaluation.

12. Section 20: This section of the Agreement provides that the Compton Center is fully responsible for the salaries and benefits paid to its employees. However, it is clear that El Camino - through the Agreement – has now assumed the responsibilities of an employer with regard to all Compton employees, including those represented by the Compton Certificated Local and the Compton Classified Local. To this end, El Camino should be recognized as a joint employer with Compton as to the responsibility for ensuring that all salaries and benefits for the employees represented by the Compton Certificated Local and the Compton Classified Local are paid in full and on a timely basis.
  
13. Section 22: To the extent that the Compton Community College District ostensibly no longer exists, which entity is responsible for the payment of the bonds and indebtedness of the former District? In the event there is insufficient revenue to fulfill these obligations, the Compton Certificated Local and the Compton Classified Local hereby place El Camino and Compton on notice of their intent to engage in effects bargaining over that issue.
  
14. Section 25: Although this section does recognize the application of Education Code Section 74293, all of the Local Unions require written clarification and undertakings as to, for instance, (a) which CBA applies when El Camino employees perform work

physically at the Compton Center; (b) which CBA applies when Compton employees perform work physically at El Camino; (c) which CBA applies when Compton or El Camino employees perform work at their home campuses, but for the benefit of Compton/El Camino, etc.

15. Section 26: To the extent Section 26 contemplates that Compton will, at some point in the future, become an accredited and independent entity, and that a plan shall be developed towards that goal, the Compton Certificated Local and the Compton Classified Local should be participants in any such process.
16. Section 27: Once again, and to the extent any CEO of Compton is ultimately supervised by, subordinate to, the Superintendent/President of El Camino, it must be made clear who has the bargaining authority on behalf of Compton Center with respect to (a) matters within the scope of bargaining as they relate to the Compton Certificated Local and the Compton Classified Local and (b) the ultimate supervision for employees who are represented by the Compton Certificated Local and the Compton Classified Local.
17. Section 28: The Local Unions require clarification and an agreement that in event will a CBA be deemed as a matter that "negatively impacts" the operations of Compton.



18. Section 29: This section raises a host of issues: (a) when/if an El Camino employee is assigned to Compton, is that employee still subject to the CBA they work under as an El Camino employee as well as all Education Code protections applicable in their status as an El Camino employee; (b) what form of "volunteer" process will apply to the selection of El Camino employees who are assigned to work at Compton, and; (c) whether Compton funds are re-directed to El Camino to cover the costs of El Camino employees assigned to Compton such that these funds are not available to compensate existing Compton employees.
  
19. Section 30: In that Section 30 references "appropriate collegial consultation(s)" with regard to the budget process, both Compton Certificated Local and the Compton Classified Local should have notice of and be included therein.
  
20. Section 31: This section raises two distinct issues: (a) in the event the wages, terms and conditions of employment for either the Compton Certificated and/or Classified bargaining units are the subject of all or part of the Superintendent's review and potential veto of the proposed Compton budget, bargaining over those matters must occur and (b) in the event the termination provisions set forth in Section 29 are triggered, then both Compton Certificated Local and the Compton Classified Local

should receive notice of the same for purposes of engaging in effects bargaining over the termination of the Agreement.

21. Section 32: Once again, to the extent El Camino is the ultimate supervisory authority for all matters at Compton, the Compton Certificated Local and the Compton Classified Local require written clarification and agreement on who is authorized to conduct labor relations matters on behalf of Compton and to what degree that individual is authorized to bind Compton to an agreement, settlement, etc.
  
22. Section 33: This section ostensibly applies to any contracts, which would include the CBAs between Compton and the Compton Certificated Local and the Compton Classified Local. As such, both the Compton Certificated Local and the Compton Classified Local require clarification and an express understanding that their CBAs are exempt from the provisions that are presently set forth in Section 33 of the Agreement.
  
23. Sections 35 through 38: All of these sections involve employee participation in the process of recruiting and retaining students. Moreover, Section 38 places record keeping duties with El Camino. To this end, all of the Local Unions require clarification as to the role of their members in this process and what assurances can

be provided by El Camino that the records it maintains, relative to Compton, shall be accurate and not employed to take adverse action against the Local Unions and/or their members.

24. Section 39: Prior to the adoption of AB 318, Compton operated as a Personnel Commission district. However, and since the implementation of AB 318, the Compton Personnel Commission has gone fallow. Therefore, and to the extent the Special Trustee is assuming all of the duties previously delegated to Compton's Board, the Special Trustee should, and must, appoint and oversee a functioning Compton Personnel Commission.
  
25. Section 43: This section provides for cross-indemnification of liabilities as between El Camino and the Compton Center. To the extent such cross-indemnification is established by the Agreement, it must be clarified as to whether El Camino or the Compton Center assumes responsibility for any financial liability that may accrue in accordance with the adjudication and/or settlement of grievances brought under the collective bargaining agreements between El Camino and its Local Unions and the Compton Center and its Local Unions.

As such, kindly contact me no later than Friday, October 18, 2013 to schedule mutually convenient dates and times on which the parties can conduct effects bargaining – in compliance with the Educational Employees Relations Act as well Education Code Section 74293 (e) & (f) – with respect to the above-identified provisions of the Agreement. Further, and on behalf of the Locals, please note that in advance of the effects bargaining dates that are scheduled, the Locals reserve the right to interpose any and all information requests on El Camino and Compton so that the Locals can intelligently engage in the effects bargaining requested herein.

I look forward to working with you on this matter and please advise of any questions, etc.

Sincerely,

A handwritten signature in cursive script that reads "Carolyn Richie".

Carolyn Richie  
CFT Field Representative

CR: ab opeiu#537 afl-cio

cc: Dr. Joseph Lewis, President AFT 3486-1  
Toni Wasserberger, President AFT 3486  
Luukia Smith President AFT 6142  
Sean Donnell President AFT 1388