

# Table Talk

Below are highlights from the most recent negotiations session on September 23:

## **Article 18, Professional Growth**

CFCE and the District have a tentative agreement on Article 18, now titled Professional Growth. Added to the article are the following:

1. The following Professional Growth opportunities will be funded at \$100,000 annually (up from \$55,000).
2. Explanation of Professional Growth opportunities available to classified employees, including:
  - District Course Reimbursement for Professional or Personal Growth
  - Professional Development for Purposes of Job Enhancement and Academic Growth
  - Professional Growth Leave (*see description below*)
  - Job Training (*moved from Article 24*)

3. Professional Growth Leave is a new professional growth opportunity negotiated by CFCE. The growth leave will enable classified staff to enhance their expertise, build upon goals and objectives they have undertaken relative to their work, develop new competencies, or pursue revitalization activities/skills. The growth leave will consist of up to one fully paid calendar month for up to four employees in which the employee may pursue the completion of an academic degree or participate in a professional activity that will enhance the employee's value to his/her department or the District.

4. The Professional Development Committee will consist of eight (up from seven) members (one Chair, two representatives from each college, and one District representative). Representatives will serve a three year term (up from one year).

For the past 2 ½ years the District has agreed to provide classified employees with training via an online program so we would have the opportunity to learn, improve, or just brush up on the skills we need on a day-to-day basis while at work. The program and the amount of time and possible incentives were to be worked out with a joint pilot program. Unfortunately, at the last negotiations session the District's proposal included the language, "District provides training for employees to do at home." The proposal was to allow employees to train at home using a platform/software paid for by Professional Development funds with the District choosing the software. This was a long way from our conversations 2 ½ years ago when the District recognized the importance of ongoing training for its employees and the District's role in providing that training.



## **Negotiations Team:**

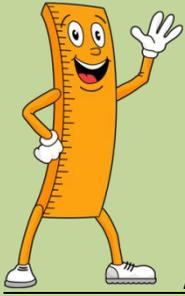
Ann Nicholson	President
Connie Marten	Chief Negotiator
Sheryl Area	OCC, VP
Frank Oppedisano	CFT Field Rep
Katherine Steed	Executive Director

## **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 19, Salaries**

*It's déjà vu all over again...* Once again; the District is refusing to acknowledge their contractual obligation to provide classified employees with Growth, a guarantee that falls under the same section of the contract as COLA (cost-of-living adjustment). CFCE filed a lawsuit earlier this year against the District for failing to provide employees with COLA and Growth. While COLA has been resolved, the lawsuit will continue until the District fulfills its obligation to provide classified employees with Growth salary increases.

Growth money comes directly from the state, and Article 19.4 of the contract states that a percentage of the Growth money received be added to the classified salary schedule. In 2013/14 the District received Growth funds for the first time in several years. A portion of the Growth money received by the District is contractually added to the Classified salary schedule as an increase in pay. The minimal portion of Growth received by CFCE leaves thousands of dollars for the District to fund expansion, staff, and programming.

Classified employees have not received a raise in eight years, which is different than a cost of living adjustment that is intended to help keep up with inflation.

CFCE understands the District's interest in removing Growth dollars from the contract; as such, we presented to the District two options to choose from to compensate employees for the ongoing monetary loss of removing Growth from the contract. CFCE asked that either an additional 6<sup>th</sup> and 7<sup>th</sup> column be added to the salary schedule at 2.5% per step, or, beginning July 1, 2014 apply a 3% on-going increase to the salary schedule.

The District rejected both of these options. Instead, they countered with a proposal to remove Growth AND eliminate the clause that states that classified employees will receive any increase negotiated by another bargaining unit beyond COLA. The District asked to replace this guarantee with the *opportunity* for CFCE to return to the table to negotiate such an increase.

Based on past experience, CFCE is not comfortable accepting a proposal from the District that relies on "good faith" to negotiate an increase. After Prop 30 passed and it was time to negotiate the restoration of furlough days, as had been promised, the District revoked their offer. Only after a year of negotiations were furlough days finally restored to classified employees.

## **Article 27, Duration**

The District has tied together Article 19 and 27, meaning that agreement on one article is contingent upon agreement on the other article. While CFCE and the District have come to an agreement on Article 27, the District refuses to sign a tentative agreement until Article 19 is negotiated.

Both parties have agreed that the contract duration would be through June 30, 2016. It was also agreed that during each year of the agreement either party would be permitted to re-open for negotiations Articles 19, Salaries and 20, plus two additional articles of choice.

### **IT Reorganization**

On Wednesday, August 13, CFCE and the District met with a third party mediator from the state's Public Employment Relations Board for a second informal conference to address the remaining issues in the Unfair Labor Practice (ULP) charge CFCE filed against the District over the IT reorganization. By the day's end the parties had agreed to numerous terms, which have been outlined in an MOU that will go to the Board of Trustees tonight. The following was tentatively agreed to:

- By the end of October 2014, and by the end of every September thereafter, each District IT employee will have a meeting with his/her supervisor to discuss and confirm primary job responsibilities within his/her job specification. District IT managers will be responsible, as part of their specific job responsibilities, for conducting these meetings.
- Prior to this meeting all District IT employees will prepare a list of their current primary job responsibilities to discuss with their supervisor. This list will be reviewed with the respective District IT manager for clarification and accuracy, and to determine if any primary job responsibilities should be revised, deleted or added within the employee's job specification. This document will be attached to the managers' memorandum documenting the annual meeting and placed in the employee's file.
- If at any time organizational needs arise that lead to changes in an employee's primary job responsibilities, the District IT manager will memorialize the revisions in a subsequent addendum to the initial memorandum, which will be placed in the employee's file.
- Any training needs that are identified during the annual meetings will be accomplished at times set aside for that purpose during paid, scheduled work time. The District does not expect or require that District IT employees will engage in training needed to perform their primary job responsibilities on their own, unpaid time.
- CCCD management will work in conjunction with the CFCE to select new job titles for the District IT User Support group of employees. CCCD management will propose three alternative names for each current job title (i.e., three alternatives for the User Support Coordinator title, three alternatives for the User Support Technician job title and three for the User Support Assistant job title). The CFCE may select only one alternate for each current job title. If the CFCE does not select a job title from the proposed alternatives, the CFCE, CCCD management, and one employee from each job title will meet to discuss job titles and will work together to select new job titles for each of the three User Support job titles no later than November 30, 2014. In order to ensure consistency of job titles within the District IT User Support job classification, CCCD HR will provide parameters for the job title options to ensure consistency within District IT classifications and a match with the primary job responsibilities. Job specifications will not be changed during the job title renaming process.
- The Vice Chancellor of Educational Services & Technology will hold monthly meetings, for as long as reasonably necessary, with representatives from the CFCE to discuss any matters of concern with regard to the District IT department.
- CCCD managers will cease calling the District Information Technology Department "D.I.T." and will instead utilize the name "District I.T."

CFCE has also requested additional information on the compensation study that was used as the basis for the classification salary changes. This information was due to the CFCE by October 30. CFCE will conduct its own analysis of the data provided by District to determine if the salaries were appropriately developed and reflect market value. The parties will schedule meetings to discuss any remaining issues outlined in the PERB charge.