



Date: June 27, 2017

RE: ACE Negotiations Update - 2016-17 Tentative Agreement
General Membership Meetings July 5 & 6

Dear ACE members:

Your negotiations team is happy to report we have reached a tentative agreement with the District. After months of back and forth, we believe the end result is very beneficial to you.

In a nutshell:

- Added a holiday in December, increasing paid holidays from 16 to 17 a year.
- Opened working out of class opportunities to any employee before external candidates.
- Advancement from step 6 to step 7 on the salary schedule goes from a two-year wait down to one.
- Any professional growth award, regardless of when it was earned, is worth \$90 a month.
- Establishes more notice to an employee if a supervisor changes their workweek and/or work shift, either permanently or temporarily.
- If an employee is required to work an alternative schedule (4'10's or 9'80's) they will be entitled to holiday pay for all the hours normally worked.
- Increases the maximum a worker may receive for travel and conference from \$1500 a year to \$1600 a year. These funds may now be used by probationary employees and while an employee is on Staff Development Leave.
- Increases education assistance from \$1000 to \$1200 per academic year.
- Increases the monthly subsidy provided under the Bridge to Medicare program for post-1997 retirees from \$284 to \$400 for an employee and from \$568 to \$800 for an employee plus one.
- There will be no increase to the employee contribution rate for health benefits for the 2018 plan year.

Next step:

Attend a general membership meeting next week for complete details and get your questions answered. Lunch will be served. An outlook invite will be sent shortly.

Wednesday, July 5
Thursday, July 6

Noon – 1 p.m.
Noon – 1 p.m.

Toyon Room (rm 2020), FH
Conference Room A&B, DA



Voting:

We will be holding in-person voting with a paper ballot on the following date/time/location:

Wednesday, July 12	9 a.m. – 3 p.m. 8 a.m. – noon	Staff Lounge, Admin 1900, FH 115K, Phuong Tran's office, SV
Thursday, July 13	9 a.m. – 3 p.m.	ACE Office, Forum 5A, DA

We look forward to seeing you next week at one of our general membership meetings.

With much appreciation from your negotiations team,

Cathleen Monsell, Chair
David Gillett, CS
Dana Kennedy, DA
Andrea Santacruz, DA
Phuong Tran, FH
Al Ruffinelli, FH
Chris White, ACE

Complete tentative agreement, red indicates language change.

Article 7 – Employment Practices

Article 7.5 – Promotion: Establishes a process for working out of class opportunities where any internal candidates will be offered the opportunity to apply before external candidates. Similar to the current process for voluntary transfers.

Added language

7.5.1.c. Eligibility: No employee shall be considered for promotion to a new position, unless the employee meets the minimum requirements of the proposed new assignment, and has successfully completed probation in the current assignment.

7.5.1.d Employees interested in promotion will sign up to receive email blasts/job alerts of available opportunities. Employees shall have five (5) business days to indicate their interest in the position by submitting the required documents, such as resume and cover letter, in accordance with the established procedure. This will not increase the three weeks of posting for new positions.

7.5.1.e Human Resources will release internal applicants to the hiring committee after five (5) business days. The hiring committee for the internal hiring process will consist of the hiring



manager, an ACE representative appointed by ACE, and an EEO representative designated by Human Resources. The District may add additional members when deemed appropriate.

- Eliminates the Temporary Hires and Working Out of Class MOU from April 2015

Article 8 – Pay and Allowances

Article 8.4 – Retention Incentive: Removes the *Retention Incentive* language (Article 8.4.1, 8.4.2 and 8.4.3), changing the timeframe – from two years down to one – when a member advances from step 6 to step 7 on the salary schedule.

Article 8.6 – Professional Growth Awards: Effective July 1, 2017 the maximum payment for Professional Growth Awards shall be \$1080 per year, at a rate of \$90 per month for each month of contracted assignment. Removes the second paragraph of 8.6 which used to define award amounts based on when they were earned.

Article 9 – Holidays and Vacations

Article 9.1 – Holidays:

- Due to legal restrictions, renames the Cesar Chavez Holiday observed in September to the Friday Before Labor Day Holiday.
- Adds another December holiday, increasing paid holidays from 16 to 17 annually.

Article 13 – Hours and Overtime

Article 13.1 – Working Time:

Language change: The workweek shall consist of five (5) consecutive days of the same eight (8) hours per day and forty (40) hours per week. This article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

The usual District working day is from 8:00 a.m. to 5:00 p.m., but the opening and closing hours within a department may vary according to the needs of the department. If the needs of the program justify it, workers may initiate a request to work an alternate work schedule such as a 4/10 schedule (four 10-hour days per week) or 9/80 schedule (80 hours in a two-week period worked over nine days instead of ten), provided such a work schedule will meet the needs of the program or department to which the worker is assigned. The work schedule shall be mutually agreed upon by the employee and the supervisor.

Employees' workweeks and/or work shifts shall not be permanently changed by the department supervisor and/or appropriate administrator without adequate prior notice. The supervisor and/or appropriate



administrator shall endeavor to give thirty (30) calendar days but in no case less than fifteen (15) calendar days notice.

The department supervisor/appropriate administrator shall endeavor to provide employees with at least five (5) working-days advance notice of a temporary change in their workweek hours and workday. This advance notice is not required if:

1. The change is due to an unforeseen operational need; or
2. The change is made at the request of the employee.

If a supervisor assigns a schedule to an employee without their consent then that employee will be entitled to holiday pay for the hours normally worked (i.e. 4/10 would get 10-hours holiday pay).

If a worker is assigned to a schedule other than the normal work day and week described above, and if a holiday is scheduled for a day on which the worker is not scheduled to work, the worker will be entitled to observe the holiday on another work day designated by the District unless the day is mutually agreed upon by the employee and the supervisor.

Each worker and classified hourly employee shall have a paid rest period of 15 minutes within each four-hour period of work, and an unpaid lunch period of at least 30 minutes for work shifts that are five hours or more.

Deleted language: Paragraph beginning with “Furthermore, before an employee can have their schedule permanently changed...” and paragraph beginning with “If an employee believes the change in schedule...” as they are addressed in the new language above. Removed last line “Readiness Teaching Assistants may work additional hours during certain weeks of the quarter when testing is administered in order to record test results in a timely manner.”

Article 13.5 – Summer Work Schedule:

- Changes the start of summer hours from the Monday after July 4th to the first full week July. For 2017, this changes the first Friday off from July 14 to July 7 and for the July 4th holiday, you will be compensated for the hours you were scheduled to work.

Language Change: Workers assigned to programs and departments where scheduling allows a mandated four-day work schedule during the summer will work a four-day work schedule for the period beginning the first full week in July and ending the Friday before the Labor Day holiday. Under the summer schedule, the normal workweek shall consist of four consecutive workdays and the normal workday shall consist of ten hours starting and ending at times appropriate to the needs of the department and agreed upon by the worker and his/her supervisor.



Article 14 – Worker Expenses and Materials

Article 14.7 – Travel and Conference Funds

- 14.7.3 – Increases the maximum a worker may receive from \$1500 per fiscal year to \$1600.
- 14.7.5 – Eliminated. Probationary employees may now use these funds.
- 14.7.6 – Eliminated. These funds may now be used during a Staff Development Leave.

Article 14.8 – Educational Assistance

- Increases the maximum a worker may receive from \$1000 per academic year to \$1200

Article 18 – Benefits

- No increase to the employee contribution rate for health benefits for the 2018 plan year.
- Increases the subsidy provided under the Bridge to Medicare program for post-1997 employees from \$284 to \$400 for an employee or from \$568 to \$800 for an employee plus one.