



Foothill – De Anza Association of Classified Employees (ACE)
650.949.7789 | D140 Annex Bldg.
www.acefhda.org

Date: October 31, 2019

To: ACE Membership

From: Cathleen Monsell, chair of negotiations

Re: ACE Negotiations Tentative Agreement Summary

Good news! We have been negotiating with the District for several weeks now and have reached a tentative agreement. Though there were several smaller items that the District was not willing to negotiate at this time, due to their financial uncertainty for the next few years, we feel that the tentative agreement is reasonable and beneficial to the membership.

Classification Study

We have withdrawn our Unfair Labor Practice (ULP) charge against the District from the Public Employee Relations Board (PERB), in exchange for retroactivity of salary changes resulting from the classification study to July 1, 2019, as long as agreement is met by March 20, 2020. Any outstanding salary changes affecting classifications remaining after March, 20, 2020 will be retroactive to October 1, 2019. We will begin bargaining the implementation of the study using Koff's recommendations, immediately.

Article 8- Pay and Allowance

2019-20 Salary Schedules – Effective July 1, 2019

Effective July 1, 2019 there will be a 6% increase based on the 2017/18 salary schedule for the 2019/20 academic school year. This means instead of losing the 5% on July 1, 2019, it continues and you receive an additional 1%.

2020-21 Salary Schedules – Effective July 1, 2020

Effective July 1, 2020 the 6% continues and there will be an additional amount equal to the state approved COLA *minus* one-half of one percent (.5).

Reporting Creditable Compensation to CalPERS

3.5% of the 6% increase will be considered permanent and ongoing for PERS purposes. ACE has filed a lawsuit against CalPERS to make all increases pensionable income, regardless whether you are a classic or PEPR member.



Reopeners

The parties agree that if either of the following conditions occur they may reopen salary negotiations:

- a. The District is considering presenting a Bond Measure and/or a Parcel Tax to the voters. In the event the voters pass the Bond and/or Parcel Tax, either party may reopen negotiations on the salary schedule for the fiscal year following passage and implementation of the Bond and/or Parcel Tax.
- b. In the event the district does not receive the Hold Harmless funding from the state for 2020/21, or a deficit or constraint factor is applied in 2019/20, the parties agree the compensation described herein for 2020/21 shall not be implemented and either party may reopen negotiations for the 2020/21 year.

2021-22 Salary Schedules

At this time, we cannot say what will happen for the 2021-22 salary schedule due to a number of financial factors, but agreed that we will have the option to reopen negotiations based on various factors as described below. These are the possible scenarios.

1. The parties agree to automatically reopen Article 8 (and corresponding Appendix C) for the 2021-22 salary schedule and agree to the following targets.
 - a. Funded FTES Target: A 15% increase in state-funded FTES measured by 2020/21 P-Annual (July 2021 report) compared to 2017/18 P-Annual (July 2018 report), and
 - b. Apportionment Target: A 15% increase in state general fund apportionment measured by the funding formula apportionment for 2021/22 fiscal year compared to apportionment for the 2017/18 fiscal year.

If the Funded FTES Target is not met or the Apportionment Target is not met, and the parties did not reopen under Reopener A or B described above, the parties agree to a 2021/22 salary schedule equal to the 2017/18 salary schedule increased by 3.5% and then compounded with half of the state provided 2021/21 COLA.

If the Funded FTES Target is not met or the Apportionment Target is not met, and the parties reopen under the provisions for Reopener A described above, but are unable to reach a different agreement prior to July 1, 2021, the parties agree to a 2021/21 salary schedule equal to the 2019/20 salary schedule increased by 3.5% and then compounded with half of the state provided 2020/21 COLA.

If the Funded FTES Target is not met or the Apportionment Target is not met, and the parties reopen under the provisions for the Reopener B described above, but are unable to reach a different agreement prior to July 1, 2021, the parties agree to a 2019/20 salary schedule equal to the 2017/18 salary schedule increased by 3.5%.

The 2021/22 salary schedule shall be effective July 1, 2021 unless the parties reach a different agreement prior to July 1, 2021



If both the Funded FTES Target and the Apportionment Target are met, the 2021/22 salary schedule shall be equal to the 2019/20 salary schedule increased by 6% and compounded by the 2020/21 COLA minus one-half of one percent (.005) and either party may reopen negotiation of the 2021/22 salary schedule.

2. Prior to June 30, 2021, the District and ACE shall meet to review the District's standing relative to the target and may, if both parties agree, negotiate a different agreement for 2021/22.
3. Following June 30, 2021, either party may reopen negotiations of the 2021/22 salary schedules.

Longevity

Allow Classified Hourly employees to receive longevity awards on the same timeline as regular classified employees. The amount will be prorated on the basis of the proportion of their regular assignment to full-time.

Professional Growth Award

Allow attainment of PGA award credits as replacement/substitute for all prior awards in which any portion of the award was earned outside of Category 1 College, Adult Education, or Trade School Courses.

Article 14 – Worker Expenses and Materials

Travel and Conference

Our travel and conference fund will be increased from \$40,000 to \$60,000. A new process will be developed related to applying for the funds.

Educational Assistance

Educational Assistance will be renamed to Training/Retraining Funds. There will be an increase from \$1200 to \$1500 in a fiscal year.

Increase in the annual funding by an additional one-time allocation of \$20,000 for each fiscal year of 2019/20 and 2020/21 specifically for the purpose to support employee opportunity to replace/substitute prior PGA credits outside of Category 1 items, such as: college education, adult school education or trade school.

Approved substitute activity shall not be subject to the \$1500 per employee per year limitation.

Article 18- Benefits

Benefits

As previously negotiated with JLMBC for plan year 2020, there are no increases to employee contribution rates.



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Classified Hourly benefits

Classified hourly employees who can show they have no other access to medical insurance may enroll in an individual basic Kaiser plan, which will be effective the first of the month following date of hire. The District will provide prorated premium subsidy for employee-only coverage on the basis of the proportion of the employee's regular assignment to full-time.

Next Steps

Confused? Attend a general membership meeting next week for complete details and get your questions answered. Pizza will be served.

Tuesday, Nov. 5

Noon – 1 p.m.
Admin 109, De Anza

Wednesday, Nov. 6

Noon – 1 p.m.
Toyon Room (2020), Foothill

Ratification Vote:

Voting will be held online Nov. 6 -8. There will be no in-person voting. Only ACE members are eligible to vote.

Implementation

Following member approval, the tentative agreement will go to the FHDA Board of Trustees for approval at their Dec. 2 meeting. From that date, it will take district payroll between 60-90 days to implement the salary changes in Banner. Barring any technical challenges, members should receive the increase and retroactive pay no later than their March 2020 paycheck.