

The Power Source

Santa Rosa Junior College Classified Employees SEIU Local 1021

The Newsletter of the SRJC Unit, SEIU Local 1021

July 2008

Negotiations Update

Doug Kuula

SEIU and the District have been at the bargaining table for about four months with a goal of agreeing to a contract that will at least cover the 2008/2009 fiscal year. Our current contract expires June 30, 2008, and it doesn't appear that we will have one to take its place anytime soon. What does it mean to be working without a contract? When a contract expires, the employer must by law "maintain conditions of employment". This means that wages, benefits, and work rules must continue in full force and effect as governed by the current contract, even though it is expired.

As you might guess, salary and benefits look like they will bog us down. The faculty bargaining unit (AFA) and the District have reached an agreement for 2008/2009. SEIU has had a long history of maintaining parity with the faculty when it comes to salary and benefits. Below is a summary of the salary and benefits portion of the AFA/District agreement:

| | |
|-------------------|------------|
| Salary Adjustment | 1.25%* |
| Health Benefits | Fully Paid |

*Automatically increases if there is a 2008/2009 State COLA or certain other funding augmentations.

Here is a summary of the District's first proposal to SEIU:

| | |
|-------------------|------------|
| Salary Adjustment | 0.30% |
| Health Benefits | Fully Paid |

As you might expect, SEIU clearly explained to the District the problems with their proposal. SEIU proposed parity with the faculty on these issues. The District rejected that and proposed their same offer. However, this time with the caveat that unless we agree to the District proposal the District will hold up the implementation of the 2007/2008 classification study results. According to our contract (Article 19.4.1) the District and SEIU agree to negotiate about delay in implementation if the District is experiencing a significant economic hardship. Obviously, times are tough, but evidently not tough enough to deny the faculty their rank 10 position in the state. We are not expecting any real progress on these issues over the rest of the summer. SEIU will be holding general membership meetings when the entire classified workforce is back in August. This will allow us to update you and seek your guidance and support.

As for the rest of the negotiations, there are 11 other articles we are discussing. Here is a brief summary of the negotiations so far:

Article 10 Holidays

After discussions with the District, SEIU agreed that there were no changes needed to this article.

Article 11 Vacation

We are working on a language change that would allow a temporary increase in maximum vacation accrual in certain instances.

Article 12 Leaves of Absence

We have signed a TA (Tentative Agreement) that will increase paid bereavement from 3 to 5 days.

continued

Article 13 Grievance Procedure

We have signed a TA that continues the pilot project of having the Superintendent/President personally review Level II grievances.

Article 14 Filling Vacant Positions

We are discussing procedures for designating positions as bilingual, and working to include those who are bilingual in sign language who are not already compensated through their pay grade. We have determined that it is not possible to extend the transfer/promotion process to management positions at this time. SEIU is proposing some language clarifying classified representation on hiring committees.

Article 15 Safety

We have signed a TA that cleans up the language of this article.

Article 16 Fringe Benefits for Retirees

We are reviewing some proposed language revisions. SEIU proposed language that would cover Early Retirees in the event that the age of Medicare eligibility is increased. So far, the District wants to wait until this actually occurs.

Article 22 Instruction

We haven't had time to discuss this article yet. SEIU is interested in changing the name from "Instruction" to "Professional Development", and improving release time, opportunities, and incentives for professional development for classified employees.

Article 23 Contracting Bargaining Unit Work

We haven't had time to address this article yet. SEIU has an interest in the District's use of STNCs and substitute employees.

Article 24 District Police

This article was opened as a condition of last year's agreement. The goal was to negotiate an

enhanced retirement benefit for District Police Officers. Currently, all classified employees who qualify receive CalPERS Miscellaneous 2%@55 retirement. It turns out that all Sonoma County Police Departments, the Sonoma County Sheriff and the CHP all provide their officers Safety Retirement 3%@50. In addition, most of these agencies pay the entire employee contribution (currently 9%)! SEIU recognizes that Safety Retirement is a benefit that is expensive, so to address these concerns SEIU proposed the following:

| | <u>SEIU Proposal</u> | <u>Other Law Enforcement Agencies</u> |
|-----------------|--------------------------|---|
| Benefit | 3%@55 | 3%@50 |
| Employee | 15.907% Employee Paid | 9% Employer Paid |

Our Police Officers would work 5 years longer and pay 24.907% more than other police officers!

I was asked to present our proposal to the Board of Trustees. I took the time to make a Power Point presentation of our research and proposal and presented it to the Board at the public comment period of the closed session portion of their meeting on June 10. To my dismay only three of the seven Board members managed to attend. *One late arrival was briefed after the main meeting.* In negotiations the following Thursday we were informed that the District would not accept our proposal. We were back at the table with an alternative proposal the very next meeting. We have been working on this issue now for 10 years!

Article 25 Term of the Agreement

We haven't had time to address this article yet. The District has an interest in a multi-year agreement, with automatic openers for salary and benefits.

Other Negotiations

Doug Kuula

It is tough times for negotiations all over the state, so it helps to stick together. One thing that is different about SEIU Local 1021 is the ability to organize behind their members. Below is a picture of a June 24th rally in support of Sonoma County employees. Over 600 members attended. They even bussed people in from other chapters to support the county workers.



The County of Sonoma and SEIU are locked into a bitter dispute over a variety of issues.

Here is a photo of an April 22 rally in support of Solano County workers. There were 1,000 people at this rally after the unit rejected the employer's last, best and final offer and declared impasse. They are back at the table.



Check out Local 1021 website at www.seiu1021.org for further information; Click on Contracts and Campaigns.

Union Membership – Think About It!

Debra Miller

Our union allows us to be an organized group of workers who come together to make decisions about the conditions of our work. Through union membership, we can impact wages, work hours, benefits, workplace health and safety, and other work-related issues.

Without the legal protections of a collective bargaining agreement, management can change or even eliminate our benefits and the protections for fair treatment that we have come to rely on and enjoy.

Without the support of all employees, the Union's ability to protect and improve your wages and benefits and working conditions in the future will suffer. Employees who are not members strengthen management's hand in any negotiations. For the pennies saved, you give up your right to vote on contracts and strikes, and to forget your own future.

Union members are the true power behind this Union. You can let our employer know how you really feel by your vote. You have the final say as to whether or not we will accept or reject management's "Last, Best and Final Offer" in contract ratifications. More voting members equates to a stronger message and power for classified.

Many of the benefits and protections workers enjoy today came about as a result of union efforts. These include the minimum wage, social security payments, an eight-hour work-day and weekends, overtime pay, the American with Disabilities Act and the Occupational Safety and Health Act, which requires employers to meet safety standards for their workers.

Union membership—think about it, to honor those who have come before us for these protections and benefits, and to protect our future wages, benefits, and working conditions.

Debra Miller, CEC Vice President, Negotiator, Steward

Classification Review

Vicki Reed

The Classification Review Committee (CRC) is finally wrapping it up for the 2007/2008 review. This was the largest group on campus (roughly twice the size of any other group) and it took quite a bit longer to review each employee's position. We had great participation and many employees submitted proposed changes to their job descriptions, which was very helpful to the committee. With a few exceptions, the changes requested were granted. There is only one more step in the process and then we can report out the final results of the study.

For the sake of clarification, I would like to explain the classification review procedure.

1. Employees are divided into five groups. One of these groups is reviewed each year such that all groups are reviewed over a five year time period. For 2007/2008 the Academic Affairs group was being reviewed. The groups are identified in Appendix J of the SEIU/District Contract.
2. Employees who are reviewed are asked to submit a Position Description Questionnaire (PDQ) and, if they choose to, a modified job description.
3. The CRC schedules several days of meetings where we read all the documents, contacting employees, and/or supervisors to get clarification if needed. This stage takes several months.
4. New job descriptions are drafted and sent out to the employees. There may not be any changes and other cases, there may be many changes that even the title, or classification is different. It is at this point that employees are directed to either accept or object to these new, **proposed** job descriptions. For those who object, the CRC

works together with the employee and sometimes the supervisor to develop the job description that best fits the position.

5. The CRC then takes this new information and writes the **final** job description. Again, this goes out to the employees for **their final approval**. It is at this time that the employee either agrees and signs off OR requests an appeal. An appeal only happens when Step 4 did not result in consensus.
6. The two co-chairs of the CRC, the president of SEIU and the Director of Human Resources hear all appeals. This four-person committee listens and considers all the information and then finalizes the job description. There is only one appeal and the pay grade is never open to appeal.
7. At this point, either all employees have agreed to their job descriptions or they have had an appeal – now it is time for the CRC to take those job descriptions and measure them according to the Hay Methodology. **This is the how the pay grade is determined.**
8. All employees are given their new pay grades and job descriptions. This completes the process: and implementation is scheduled to happen July 1st of the year the study is completed.

This year, we have missed July 1st deadline because the Academic Affairs group is larger; therefore, it took longer than the others did. Also, there is the potential for implementation to be bogged down by this year's negotiations process.

We are aware that many employees in this group are not here during the summer. To complete the process this summer, we will be mailing the communications directly to your homes.

SEIU Wants YOU!

Vicki Reed

SEIU Elections

Our Bylaws call for elections to be held in September/October. The Bylaws also state that these elections can be postponed if they would disrupt the continuity of negotiations. At this time,

we feel that elections are likely and will be asking for nominations for the following offices:

President

Vice-President/Negotiator

Secretary/Treasurer

Communications Officer

Negotiations Team (2 positions)

Stewards (6 positions)

Classified Executive Council

In addition, SEIU is seeking interested and motivated individuals to be on the Classified Executive Council. The meetings are the second Thursday of the month from 3:00-4:00PM and the fourth Thursday of the month from 3:00-5:00PM. To attend these meetings requires you to use two lunch hours and one hour of release time.

Committees

CEC Reps will be calling individuals who served on committees last year to verify their willingness to continue. After this is done, we will publicize a list of available positions. Please consider serving.

Workload Issues

Ann Samson (Reprint)

If you are one of us who is down a co-worker through the hiring slowdown, or the cost-cutting measure of terminating student and short-term/non-continuing employees, you are assuming that workload. Perhaps you're worried about layoffs and hesitate to bring workload and lunch schedule issues to your supervisor's attention for fear of being seen as 'uncooperative' or 'non-essential.'

Remember this - You have two jobs: One is to perform your assigned tasks efficiently and effectively; the other is to take care of yourself to prevent injury. As workload increases, so do your risk of job injury and chance of performing tasks inefficiently or ineffectively.

Here are some suggestions for dealing with the dilemma of demonstrating just how essential you are without endangering yourself:

Review the tasks you perform and identify the essential ones, Review the rhythm and workflow of your day and identify the time periods for breaks and lunch that best meet the needs of your task flow and your body, Communicate these findings to your supervisor by setting up a meeting or sending an e-mail or other written report, asking him or her to assist you in confirming the priorities you suggest and identifying times for your breaks. It may be necessary for your supervisor to shift others' schedules, to relieve you, or to develop a strategy you haven't thought of in order to ensure your safety and the effective functioning of your work assignment.

The alternative that you should not provide or accept is to work through your breaks or to assume a greater workload than is safe for you. Do not make adjustments in your tasks and schedule without confirmation from your supervisor. Assuming your supervisor knows the intimate details of your work or that he or she will not support your efforts to protect yourself may be faulty. It's up to you to make sure you are your own best advocate by troubleshooting and proposing solutions to workload problems.

Obviously, if you have an unreasonable or indifferent supervisor and need advocacy, call one of our Stewards (Bob Peterson x1561, Alex Drake x4805, or Debra Miller x2486).

SEIU 1021 Call Center

Vicki Reed

We now have a Call Center where employees can ask questions of SEIU 1021. We are encouraging employees to direct their questions to this number and to let us know how it goes. This is a great benefit to our unit, but only if we use it, and only if it proves to be a consistent and accurate resource. The Call Center number is 1 (866) 238-7615.

Q & A

Hilleary Zarate

Question #1: How many classified employees do we have on campus?

Answer: Approximately 439 (both part-time and full-time).

Question #2: What do our monthly SEIU dues go towards?

Answer: Union Members are currently paying 1.40% of their gross salary. Our dues go directly towards SEIU 1021 issues, such as the salaries of union representatives, negotiations, legal, training, lobbying, office supplies, postage, educational pamphlets, etc. We also contribute to facilities and overhead costs including our Local Chapter Office on 600 B Street in Santa Rosa.

Moreover, we have access to great deals on credit cards, loans, car insurance and many more resources. Best of all, SEIU 1021 is part of an international organization that is devoted to protecting workers' rights. Please see the following link for more information about the benefits of being a member: www.seiu1021.org.

Fee-payers are currently paying 0.87% of their gross salary. This only goes toward the costs of representing these employees in contract negotiations, grievances, and other direct representation costs.

Please email me any of your questions at hzarate@santarosa.edu. I will do my best to track down the answers and include some in future Power Sources.

CEC Meeting Dates

Classified Executive Council

The Classified Executive Council (CEC) meets each month on the second Thursday from 3-4pm, and the fourth Thursday from 3-5pm in Room 4401 of the Doyle Library. There is always a member comments section at the beginning of the

meeting. We encourage you to come by and attend a meeting. Some portion of the meetings (e.g. negotiation updates and grievance matters) may be held in closed session. The CEC meeting schedule is posted on the SEIU website (www.santarosa.edu/seiu).

Information

Vicki Reed

The Power Source is printed at the SRJC Copy Center, and is paid for by SEIU Local 1021. The address of the Local is:

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