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7 IN THE FACTFINDING PROCEEDINGS
8
9 PURSUANT TO MEYER-MILIAS BROWN ACT
10

11 AMERICAN FEDERATION OF STATE,
12 COUNTY & MUNICIPAL EMPLOYEES,
13 LOCAL 2700,

14 Union,

15 vs.

16 COUNTY OF CONTRA COSTA,

17 Employer.

Case No.: PERB Case No. SF-IM-201-M

FACTFINDING REPORT AND
RECOMMENDATION FOR SETTLEMENT
AFTER HEARING

18 Chairperson: Andrea L. Dooley, Arbitrator
19
20 Employer Panel Member: Jeff Bailey, Labor Relations Manager
21 County of Contra Costa
22
23 Union Panel Member: Charles Allen, Business Agent
24 AFSCME Council 57
25
26 Hearing Date: May 11, 2018
Appearances: For the Employer:
Cynthia A. Schwerin, Esq.,
Deputy County Counsel, County of Contra Costa
For the Union:
Andrew H. Baker, Esq.
Beeson, Tayer & Bodine

1 **INTRODUCTION**

2 The County of Contra Costa (hereinafter “County” or “Employer”) and the American
3 Federation of State, County and Municipal Employees, Local 2700, (hereinafter “AFSCME” or
4 “Union”) are parties to a collective bargaining agreement. The Employer sought to implement
5 changes to the Department of Children and Family Services (CFS) Children’s Services Support
6 Specialist (CSSS) position in August 2017. The parties met twice on November 16, 2017 and
7 February 6, 2018 but were not able to reach an agreement.

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9 The parties notified PERB that they were at an impasse and properly selected their panel
10 members and Neutral Panel Member Andrea Dooley on April 2, 2018.

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12 The factfinding panel convened a hearing on May 11, 2018. Both parties presented facts
13 through their presenters (listed above) and the parties attempted mediation following the close of
14 presentations. The parties were unable to reach an agreement, so the Panel Chair makes the
15 following recommendations.

16 **FACTFINDING CRITERIA**

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18 The Panel relied on Government Code Section 3505.4 in reaching its findings and
19 recommendations:

20 (d) In arriving at their findings and recommendations, the factfinders shall consider,
21 weigh, and be guided by all the following criteria:

- 22 (1) State and federal laws that are applicable to the employer.
- 23 (2) Local rules, regulations, or ordinances.
- 24 (3) Stipulations of the parties.
- 25 (4) The interests and welfare of the public and the financial ability of the public
26 agency.
- (5) Comparison of the wages, hours, and conditions of employment of the
employees involved in the factfinding proceeding with the wages, hours, and

1 conditions of employment of other employees performing similar services in
2 comparable public agencies.

3 (6) The consumer price index for goods and services, commonly known as the
4 cost of living.

5 (7) The overall compensation presently received by the employees, including
6 direct wage compensation, vacations, holidays, and other excused time,
7 insurance and pensions, medical and hospitalization benefits, the continuity and
8 stability of employment, and all other benefits received.

9 (8) Any other facts, not confined to those specified in paragraphs (1) to (7),
10 inclusive, which are normally or traditionally taken into consideration in making
11 the findings and recommendations.

12 The Panel were provided facts that related to the following criteria:

13 State and Federal Laws

14 Government Code Section 3505 states:

15 The governing body of a public agency, or such boards, commissions, administrative
16 officers or other representatives as may be properly designated by law or by such
17 governing body, shall meet and confer in good faith regarding wages, hours, and other
18 terms and conditions of employment with representatives of such recognized employee
19 organizations, as defined in subdivision (b) of Section 3501, and shall consider fully
20 such presentations as are made by the employee organization on behalf of its members
21 prior to arriving at a determination of policy or course of action.

22 “Meet and confer in good faith” means that a public agency, or such representatives as it
23 may designate, and representatives of recognized employee organizations, shall have the
24 mutual obligation personally to meet and confer promptly upon request by either party
25 and continue for a reasonable period of time in order to exchange freely information,
26 opinions, and proposals, and to endeavor to reach agreement on matters within the scope
of representation prior to the adoption by the public agency of its final budget for the
ensuing year. The process should include adequate time for the resolution of impasses
where specific procedures for such resolution are contained in local rule, regulation, or
ordinance, or when such procedures are utilized by mutual consent.

Stipulations of the Parties

The parties have stipulated to the following facts:

1. The state of California mandates that all counties must use the Child Welfare System (CWS)/Case Management System (CMS).

1 2. The state of California pays for the Bay Area Academy to provide three-day
2 trainings on the CWS/CMS modules.

3 Welfare and Interests of the Public

4 County employees in the Department of Children and Family Services and related
5 department need to know how to use CWS/CMS. It is required by law. The practical
6 implications of employees not knowing how to use the system puts children at risk. Users must
7 use the system correctly to ensure the safety of children in the CFS System.

8 Comparison to Other Employees

9 The Union provided examples of job classifications in other counties which they
10 contend are equivalent to the CSSS Specialist position in question as it relates to CWS/CMS-
11 related work. The table below identifies the County, the job title, the annual salary range and
12 the CWS/CMS training duties described in the classification specifications provided.

13

14 Ex.	15 County	16 Job Title	17 Salary Range	18 Training Duties
19 EX7	Contra Costa	CSSS Specialist	57,737-70,180	Yes
JX2	Contra Costa	SS Staff Dev. Specialist	72,719-88,391	Yes
UX1	Sonoma	Admin. Aide	53,200-64,679	No
UX2	Marin	Tech. Systems Spec. II	78,292-93,736	Yes
UX3	Santa Clara	SSA App and DS Spec I	67,699-81,947	Yes
UX4	Alameda	IS Specialist	63,564-85,113	No

20 Overall Compensation

21 See above.

22 Other Factors

23 The Panel has considered all other evidence and arguments provided by the parties, as
24 well as proposals which were made during the meet and confer process.
25

1 **ISSUE**

2 At issue in this case is whether the Employer can assign CSSS Specialists to provide
3 group training on CWS/CMS to other County employees. The Employer contends that they may
4 do so based on the job classification specification and have offered to provide necessary training
5 to any employee who needs assistance learning to provide instruction in a group setting.
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7 The Union proposes that either the CSSS Specialists be given a salary increase to reflect
8 their change in duties or that the work be assigned to the Social Service Staff Development
9 Specialist.
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11 **FINDING OF FACTS**

12 The County of Contra Costa (“County” or “Employer”) and the American Federation of
13 State, County & Municipal Employees, Local 2700 (“AFSCME” or “Union”) are parties to a
14 Memorandum of Understanding (“MOU”). The MOU had an original term of July 1, 2013 to
15 June 30, 2017, and was extended to June 30, 2019, by mutual agreement of the parties. JX 1¹.
16

17 This matter concerns the Children’s Services System Support (CSSS) Specialist
18 classification in the County’s Department of Children and Family Services (CFS). The CSSS
19 Specialist is commonly referred to as an ATM, which stands for Application Trainer Mentor. In
20 August 2017, CFS sought to assign ATMs to provide group training on the use and application
21 of Child Welfare Services (CWS) Case Management System (CMS). According to the County,
22 CWS/CMS training consists of three components:
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26 ¹ Joint Exhibit will be abbreviated JX. Union Exhibit will be abbreviated UX. Employer Exhibit
will be abbreviated EX.

- 1 1. A basic overview of CWS/CMS provided on an as-needed basis;
- 2 2. Regular module training (Introduction to CWS/CMS & Client Services, Referral
- 3 Intake and Investigation, and Case Management & Case Plans); and,
- 4 3. A basic overview of Safe Measures (i.e. log-on and alert procedures to new staff.
- 5 (EX. 7).
- 6

7 According to the Union, there was a past practice of assigning those duties to a different
8 County classification, Social Services Staff Development Specialist. The Employer ceased
9 assigning the work until the parties could meet and confer to resolve the issue.

10 The parties met and conferred on at least two occasions: November 16, 2017, and
11 February 6, 2018. At the first meeting, CFS provided the Union with information about how
12 CWS/CMS training had been conducted. For the prior ten years, the module components (No. 2)
13 had been provided to staff three (3) times a year by the Bay Area Academy (BAA). Due to an
14 increase in staffing, CFS contends that there is an operational need to provide additional in-house
15 module trainings, and that this work belongs to the ATM/CSSS Specialist job classification.

17 The ATM/CSSS job classification specifications states that the position “provides
18 training on (CWS/CMS) system use, access and applications,” and “Develops and provides
19 individual and group training on the use and application of the CWS/CMS system.” EX 1. The
20 position also “acts as a resource for Staff Development for training, provides support to
21 CWS/CMS trainer and attends unit/division meetings to provide feedback. May provide
22 information that is used to develop curriculum and/or present specific information attending a
23 training class.” Id. Finally, the job specifications require that employees have the “Ability to:
24 Train and instruct individuals and groups on the use of software, system and hardware
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1 applications.” Id. The previous job classification specification for the position of CWS/CMS
2 Support Assistant had the same job responsibilities as those indicated in EX 1. EX 2.

3 At its first meeting with the Union, CFS further contended that the CWS/CMS training
4 nos. 1 and 3 are currently provided by ATMs to employees on a one-on-one basis, and that the
5 Employer was directing the ATMs to provide the training to groups, as indicated in the job
6 classification.
7

8 At the second meeting with the Union, CFS “attempted to engage the Union in discussion
9 on how to better prepare the impacted employees in the anticipated performance of the full
10 breadth of required training duties.” EX 7. The Union contends that prior to the practice of using
11 BAA to provide module training, it was conducted from 2001 until 2009 by a Social Services
12 Staff Development Specialist who has since retired from the County. The employee, Vicky
13 Matthews, had been an ATM prior to becoming a Staff Development Specialist.
14

15 After a layoff of County employees in 2008, the County had a hiring freeze until 2012,
16 and has contracted out the CWS/CMS training to BAA since that time, hosting three trainings a
17 year for new employees. The Employer intends to fill 30-40 vacancies and anticipates a need for
18 more frequent trainings than BAA can provide. The Employer believes that individual trainings
19 at that level are not efficient.
20

21 The Union agrees that the ATMs currently provide individual, one-on-one CWS/CMS
22 training to other County employees on an as-needed basis. At least one ATM is qualified to
23 perform group training and has experience doing so as a BAA trainer. The other current ATM
24 has less experience providing group training. The third position is currently vacant.
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1 In their current work, the ATMs have created Quick Guides for other employees to
2 acquaint themselves with different CWS/CMS functions, and routinely provide technical
3 instruction to end users. EX 5.

4 The Social Services Staff Development Specialists are former Social Workers who
5 provide policy, programmatic or legal training to other County employees. They use the
6 CWS/CMS system but are not technical experts in the same way the ATMs are. While they have
7 extensive training related responsibilities, it is notable that one of the Staff Development
8 Specialist’s typical tasks is “Coordinates and arranges for speakers, instructors or other trainers
9 to provide training in specific areas as necessary.” JX 2. They are also required to have the
10 ability to “Build into training continuous feedback mechanisms to instructor and participants and
11 to construct practical evaluation devices to measure participant reaction, learning and behavior
12 results.” Id.

13 This position is distinguished from the ATM job in that it is primarily focused on
14 “independently performing duties involving planning, developing, conducting and evaluating
15 training and organizational programs,” whereas the ATM are distinguished by their technical
16 expertise in CWS/CMS computer systems and applications. JX 2, EX 7. The positions are
17 represented by different bargaining unit representatives but do report to the same Supervisor,
18 Brittanie Mills. EX 5.

19 Reviewing the positions which the Union contends are comparable, the Panel finds the
20 following:

- 21 1. The Sonoma County Administrative Aide is distinguished from the ATMs because it
22 is unrepresented, has a lower overall salary range, has very little training
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1 responsibility and no duties related to CWS/CMS. UX 1. It is not a comparable
2 position.

3 2. The Marin County Technology Systems Specialist II position is distinguished from
4 the ATMs because their duties are not limited to a single department, and they are
5 required to provide “training and support to end-users on general application software
6 as well as specific departmental systems and equipment; provides professional level
7 support including the development, support and maintenance of assigned hardware
8 and software systems, support of agency/departmental networks and related
9 equipment.” UX 2. This position is much more highly compensated and has a broader
10 portfolio. The ATMs are responsible for a departmental system which was engineered
11 and required by the State. It is not a comparable position.

12 3. The Santa Clara SSA Application and Decision Support Specialist I is similar to the
13 ATMs in that their work relates to a single department and they “may train end users
14 and other stakeholders on policies, processes or systems.” UX 3. However, the bulk
15 of their work relates to SSA eligibility and/or employment-related services within a
16 social services agency, and not to the technical components of the software system
17 they use. It is not a comparable position.

18 4. Similar to the Marin position, the Alameda County Information Systems Specialist is
19 responsible for a broader portfolio of computer systems, although, like the ATMs,
20 they are expected to provide technical assistance, new user computer orientation and
21 system overview and provide formal or informal training as needed. However, they
22 are county-wide employees expected to provide assistance on a larger set of systems
23 and applications. It is not a comparable position.

1 The Union contends that ATMs are appropriately providing short and quick orientations
2 to individuals but that the BAA materials are comprehensive and voluminous compared to the
3 quick guides they have prepared. JX 3.

4 **RECOMMENDATIONS**

5 After a review of the facts and arguments presented by both parties, the Chair
6 recommends the following²:
7

- 8 1. The Employer may assign individual and group training duties to the ATM/CSSS
9 Specialist employees. *These duties are properly in the scope of their job classification*
10 *based on the plain language in the specifications for the position.*
- 11 2. The Employer shall define the scope of the work as to number of participants, number
12 of trainings and extent of material to be covered and shall give the ATMs sufficient
13 time to prepare and present the material to the defined group. Any ATM needing
14 specialized training in group instruction will be offered such training before being
15 assigned to provide group CWS/CMS training. *While it is true that this duty falls*
16 *within the scope of this classification, the Employer has not needed to assign these*
17 *duties in many years. Therefore, the impact on the current ATM duties is unknown.*
18 *The Employer should strive to ensure that the ATMs have sufficient time and support*
19 *to complete all their assigned duties.*
- 20 3. The ATMs are not entitled to additional compensation for the assignment of job
21 duties which are in the scope of their job classification specifications. *The Chair notes*

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² Recommendations are underlined. Factfinder Chair remarks are in *italics*.

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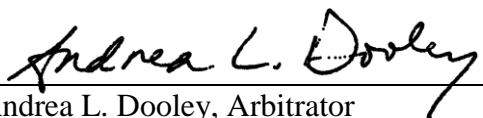
that the parties anticipate that they will be in bargaining within 12 months. At that point, the impact of this new assignment will be better known, and compensation for this position is subject to bargaining at that time.

- 4. The Employer may assign the Staff Development Specialists to coordinate and evaluate trainings. *The Chair notes that the Staff Development Specialists may have expertise in coordinating trainings that would be valuable to the ATMs and would minimize the additional work on the existing staff if properly assigned.*

CONCLUSION

It is the hope of the Chair that these recommendations will be used by the parties to negotiate a settlement to the current impasse.

Dated: June 8, 2018



 Andrea L. Dooley, Arbitrator

Concur _____ X _____
 Concur in part _____
 Dissent in part _____
 Dissent _____

Concur _____ X _____
 Concur in part _____
 Dissent in part _____
 Dissent _____

Jeffrey Bailey, Employer Panel Member

Charles Allen, Union Panel Member