

**Tentative Agreement between  
Chabot-Los Positas Community College District  
and SEIU Local 1021  
June 27, 2012**

**1. Term:** July 1, 2012 – June 30, 2014. The terms and conditions of the collective bargaining contract with the term July 1, 2006 through June 30, 2009 is rolled over for the contract period July 1, 2009 through June 30, 2012.

**2. Compensation:** There will be no salary increases during the term of this Agreement. Each bargaining unit member will take five (5) unpaid leave (furlough days) during the 2012-2013 fiscal year. Specific days would be scheduled by mutual agreement between the employee and the supervisor and must be taken no later than June 30, 2013.

Each bargaining unit member will take one (1) unpaid leave (furlough days) during the 2013-2014 fiscal year. The furlough day will be scheduled by mutual agreement between the employee and the supervisor and must be taken no later than June 30, 2014.

The vacation accrual cap shall be adjusted upward consistent with the furlough days during the 2012-13 and 2013-14. The increase in vacation accrual cap will sunset on June 30, 2014.

**3. Compensatory Time:** Modify Section 11.2.4 to add: "Annual compensatory time accrual above 40 hours but not to exceed one hundred (100) hours may additionally be approved on a case-by case basis by the College President, Chancellor or designee, and notification to the Director of Human Resource Services or designee."

**4. Floating Holiday:** Each unit member will be entitled to one additional floating holiday in each of the fiscal years 2012-2013 and 2013-2014. This additional floating holiday shall not accrue or be carried over into the next fiscal year. If the floating holiday is not used it will be forfeited. The holiday shall be scheduled in accordance with Section 18.4 of the contract. This section shall sunset on June 30, 2014.

**5. Personnel Files:** Add Section 10.5 "Petition for Removal of Derogatory Information Four (4) years after derogatory information has been placed in a unit member's official personnel file, the unit member may request it be removed from his or her personnel file. If approved by the College President (or Chancellor where appropriate) and the Director of Human Resources the material will be removed. If the District denies the request, and if no further administrative action has been taken pursuant to the document(s) in question, then the unit member shall have the right to have the documents sealed. The District shall place the documents in a sealed confidential envelope within the personnel file if after four (4) years there have been no similar instances of conduct. The information in the envelope will not be accessible except under the direction of the Chancellor or the Director of Human Resources."

**6. Health Benefits:** District benefits proposal from 10/31/11 modified to match the other employee group benefits to be implemented July 1, 2012.

**7. Retiree Medical:** District benefits proposal from 10/31/11 modified to match the other employee group benefits. The District agrees that implementation of this new tier shall not occur prior to December 1, 2012.

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June 27, 2012**

**8. "Me Too" Clause**

During the term of this Agreement, the District shall provide classified bargaining unit employees with the same improvements in wages, benefits and retiree medical benefits, as it agrees to with the faculty bargaining unit, the confidential and supervisory units and administrators on the salary schedule.

**9. Section 12.4.1 Procedure for Posting Vacancy:** The parties agree to schedule a meeting within two weeks of ratification and approval of this Agreement in accordance with Section 21.2 to negotiate the invalid section of 12.4.1.

**10. Other TA's:** All other tentative agreements shall be incorporated

**11. Other Proposals:** All other proposals are withdrawn

Wynne M. Fogarty	7/19/12	Kaden Kratzer	07/11/12
Chabot-Los Positas CCD	Date	SEIU 1021	Date
Mark [unclear]	7/11/12	Dee Sanchez	7/11/12
Chabot-Los Positas CCD	Date	SEIU 1021	Date
[unclear]	7-11-12	[unclear]	7/11/12
Chabot-Los Positas CCD	Date	SEIU 1021	Date
[unclear]	7-11-12	[unclear]	7/11/12
Chabot-Los Positas CCD	Date	SEIU 1021	Date
[unclear]	7/11/12	[unclear]	7/11/12
Chabot-Los Positas CCD	Date	SEIU 1021	Date

OTHER TA's as referenced in #10 of the  
Tentative Agreement between  
Chabot-Las Positas Community College District  
and  
SEIU, Local 1021  
June 27, 2012

## ARTICLE 1 AGREEMENT

### 1.1 Parties

The following Agreement has been reached between the Chabot-Las Positas College District ("District") and SEIU Local 1021 ("Union") its Chabot-Las Positas Community College District Chapter.

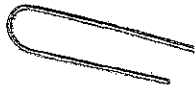
### 1.2 Pursuance to Government Code

This Agreement is entered into pursuant to Chapter 10.7 (commencing with Section 3540) of the Government Code.

2:20pm TA - SEIU  
2/28/11  
Mark [Signature]

TA for the District  
2/28/11  
Dek [Signature]

12/6/10 2:03  
J. Union



District Proposal November 11, 2010

Date: 12-06-10

Time: 2:27 TA

5.5 Service Fee

5.5.1 Procedures for Dues and Service Fees

Every employee in the bargaining unit who is not a member of SEIU Local 1021 and every employee who hereafter comes into the bargaining unit, shall within 30 days of his/her employment either apply for membership and execute an authorization for dues deduction on a designated form provided or authorize payment of a service fee. ~~and in~~ In the case of a service fee, an employee must authorize a payroll deduction on a designated form authorizing the District to deduct from his/her wages the amount specified by the Union as a service fee. (See Appendix 5A and 5B.) Service fees shall not exceed the cost of the membership dues.

Union

Name Mark [Signature]

Date 12/6/10

Name Kaden K.

Date 12/6/10

District

Name [Signature]

Date 12/6/10

Name [Signature]

Date 12/6/10

U

**ARTICLE 7 DISTRICT RIGHTS**

**7.1 Definition**

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedure and determine budgetary allocation; determine the method of raising revenue; contract out work not normally performed by unit members; and take action on any matter in the event of an emergency. An emergency is defined as an Act of God or catastrophic loss which could not have been foreseen, such as fire, flood, earthquake. In addition, the District retains the right to select, hire, classify, assign, establish evaluation standards, promote, terminate, and discipline employees; and to establish procedures to implement these matters.

**7.2 Exercise**

The exercise of the foregoing rights by the District shall be limited only by the specific and express terms of this Agreement.

TA - SEIU  
2/28/11 2:20 pm  
[Signature]

TA  
For the District  
2/28/11  
[Signature]

SEIU Local 1021 Counter Proposal

Date:

Time:

9. Evaluations

The District proposes a joint labor management committee to review the following:

1. Evaluation Forms
2. Establish a format and timelines for self-evaluations

This Committee shall consist of ~~two~~ four bargaining unit members, two administrators and two representatives from Human Resources Services. The Committee shall either reach mutual agreement on changes or shall bring recommendations back into the bargaining process no later than April 30, 2011.

For the Union:

Name Mark Smyth

Date 3/22/11

Name \_\_\_\_\_

Date \_\_\_\_\_

For the Chabot-Las Positas  
Community College District

Name David

Date 3/22/11

Name \_\_\_\_\_

Date \_\_\_\_\_

CLPCCD District Counter Proposal- Article 15.2.2 - Anniversary Step Increase

February 28, 2011

The district accepts the 10/25/10 SEIU Proposal on Article 15.2.2 as part of a total package only.

1.25





10/25/10  
1245  
DO

SEIU Local 1021 Proposal

Date:

Time:

15.2.2 Anniversary Step Increase

15.2.2.2 A regular hourly unit member who has attained permanent status in the classified service, and occupies a position which is less than half-time or less than six (6) months in an academic year, will receive a step increase on every ~~second~~ anniversary date, providing that the performance evaluation immediately preceding the anniversary date is satisfactory.

**15.7 Career Advancement Awards Program (CAAP)**

No new applications will be accepted after [date]. The unit members currently receiving awards for completion of the CAAP program will continue to receive their awards until they resign or retire. The unit members who have completed the program but are waiting to be added to the compensation program and unit members who have applied and been approved for the program will have an option on the payment of the award.

**15.7.1 Approved Activities**

Eighteen (18) quarter or twelve (12) semester units of credit, or the equivalent as determined by the Career Advancement Awards Program Committee, must be successfully completed. An "Option Program" may be also selected which required nine (9) quarter or six (6) semester units of credit, or equivalent.

Once selected, a program cannot be changed in unit value. Units of credit, or the equivalent hours of training and study, shall be granted for approved activities

which are completed outside the unit member's paid work week, and in the following categories:

~~15.7.1.1~~ approved courses clearly related to job performance or career

advancement in this District, and offered by an accredited educational institution; and

15.7.1.2 special training projects to develop particular skills and knowledge of significant value to the District.

The approval of a program does not constitute any commitment by the District to advancement to a higher classification.

TA-SEIU

2/28/11 2:25 pm

Mark Smith

TA  
for the District  
2/28/11  
Dob

## 15.7.2 Awards

### 15.7.2.1 Effective July 1, 1990, upon being certified as completing a Career

Advancement Awards Program, a unit member will be granted a permanent increment of one thousand twenty dollars (\$1,020) per year. Under the "Option Program", the increment will be four hundred eight dollars (\$480) per year.

15.7.2.2 After January 1, 1998, all unit members who are currently enrolled in a CAAP program but have not yet completed all the requirements may elect to accept a one time payment of one thousand five hundred dollars (\$1,500) or seven hundred dollars (\$700) for the "Option Program" after completion of their CAAP program in lieu of the above payment schedule in section 15.7.2.1.

15.7.2.3 Unit members who have already completed their CAAP program, but are waiting to be added to the compensation program as outlined in 15.7.3.2 below, may also elect the compensation method described in section 15.7.2.2.

15.7.2.4 Upon signing the contract agreement between the District and SERU Local 1021, there will be no new applications accepted.

15.7.2.5 A unit member may not earn an award more often than once in any three (3) year period. However, there is no time limit on the amount of time taken to complete a program.

15.7.2.6 A maximum of four (4) such permanent increment awards may be earned during a person's tenure with the District.

15.7.2.7 As of January 1, 1998, unit members waiting to be added to the compensation program and unit members approved for the program but not completed will have sixty (60) days to inform the District, in writing, of their selection of award payment. The award payment is "one time" payment, as described in section 15.7.2.2 or "monthly" payment, as described in section 15.7.2.1.

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### 15.7.3 Award Effective Date

15.7.3.1 The effective date of each Career Advancement Awards Program shall be on the first day of the second month immediately following completion of the program as certified by the committee to the Chancellor.

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dws  
TA  
2/28/11

Rec'd from Dist  
3/22/11 2:20p.

March 22, 2011

To: Mark Smythe, President, SEIU, Local 1021, CLPCCD  
From: Wyman M. Fong, Director, Human Resource Services  
Subject: Article 19.2.1

This memo is to follow-up on our discussions regarding the clean-up change to eliminate language in Article 19.2.1 of the collective bargaining agreement between the District and SEIU. The language the District has proposed to eliminate reads "No unit member employed at the time of ratification shall suffer a loss of vacation accrual in the transition from the former accrual rate to the accrual rate set forth above."

The District has proposed the elimination of this language because the transition from the previous vacation accrual schedule to the current schedule has been completed. The Union indicated that deleting obsolete language would be acceptable so long as no bargaining unit member was harmed by it's deletion. I requested that the payroll manager check our files to determine if this transition was complete. I have been informed that their records indicate that the current schedule is in effect for all eligible bargaining unit members. Therefore, we believe that this language is truly obsolete and can be deleted. If the District subsequently determines that a bargaining unit member was not fully transitioned to the new schedule we will honor this previous language in any correction we need to make.

Dec 3 from Megan  
11/11/10

**#19.2 Vacation--Earned**

**19.2.1 Full-Time Employees**

Regular employees scheduled to work (40) hours per week, twelve (12) months per fiscal year shall earn vacation at the following *accrual rate*:

<b>Years of Service</b>	<b>Annual Days</b>
5 full years or less	1 (.83 working days per month)
Beginning of 6th year to completion of 8	1 (1.25 working days per
Beginning of 9th year to completion of 15	2 (1.66 working days per
More than 15 years	2 (1.83 working days per

No unit member employed at the time of ratification shall suffer a loss of vacation accrual in the transition from the former accrual rate to the accrual rate set forth above.

Vacation leave shall continue to be earned during active service and during other authorized leaves with pay.

Page 81

**ARTICLE 19 VACATION**

**19.1 General Provision**

The District will grant vacation to unit members as set forth in this Article.

Unit members with permanent status shall earn annual vacation at the regular rate of pay earned at the time the vacation is commenced. The amount of vacation leave shall depend on the length of service. Any unit member may have a maximum of thirty-one (31) days of earned vacation at any given time.

**#19.2 Vacation—Earned**

**19.2.1 Full-Time Employees**

Regular employees scheduled to work (40) hours per week, twelve (12) months per fiscal year shall earn vacation at the following

*according to the following rate*

<b>Years of Service</b>	<b>Annual Days</b>
5 full years or less	1 (.83 working days per month)
Beginning of 6th year to completion of 8	1 (1.25 working days per month)
Beginning of 9th year to completion of 15	2 (1.66 working days per month)
More than 15 years	2 (1.83 working days per month)

Vacation leave shall continue to be earned during active service and during other authorized leaves with pay.

**Deleted:** No unit member employed at the time of ratification shall suffer a loss of vacation accrual in the transition from the former accrual rate to the accrual rate set forth above.¶

**19.2.2 For Less than Full-Time Employees**

Regular employees scheduled to work less than forty (40) hours per week and/or less than twelve (12) months per full fiscal year shall earn vacation at the same rate as full-time unit members with equal years of service, proportional to the number of hours worked per month and the number of months per school year in relation to a full-time working schedule.

**19.2.3 For Probationary Employees**

No vacation credit shall be earned during the first six (6) months of employment. A unit member leaving the District before the end of the initial probationary period will receive no vacation credit payment. At the end of the sixth month, the unit member shall immediately accrue .0384615 vacation hours for each hour worked or on an authorized paid leave during the six (6) month period.

#### **19.2.4 Vacation Credit for Regular Hourly**

Effective July 1, 1984, Regular Hourly unit members shall be entitled to accrue vacation in the same manner as other unit members. This provision shall have prospective effect only. Any Regular Hourly unit member already having two (2) or more years of service as of July 1, 1984, shall be deemed to have two (2) years of service at that time, for the purpose of this provision only.

#### **19.2.5 When Taken**

**19.2.5.1** Vacation leave shall not be taken before it has been earned and posted. No vacation may be taken until the original probationary period and any extensions thereto have been completed. Vacation may be taken on one-hour increments with supervisorial approval.

**19.2.5.2** The specific dates on which a permanent unit member takes annual vacation shall be approved by the President, or designee, or Vice Chancellor prior to such dates. Vacations will be scheduled at times agreed upon by the supervisor and unit member.

**19.2.5.3** If there is a conflict between two (2) or more unit members in the same section who have made a timely request for the same otherwise acceptable vacation dates, the preferred dates will be available on a seniority basis.

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#### **19.3 Maximum Earned Vacation Days**

Unit members may have a maximum of thirty-one (31) earned vacation days.

**19.3.1** No vacation will be accrued beyond thirty-one (31) days.

**19.3.2** Employees who are approaching the thirty-one (31) day limit will be notified by the Office of Human Resource Services and will be expected to schedule vacation.

#### **19.4 Effect of Other Conditions On Vacation**

##### **19.4.1 Holidays Occurring During Vacation**

When a holiday falls during the scheduled vacation of any unit member, such unit member shall be granted an additional day's vacation and pay for each holiday falling within that period.

##### **19.4.2 Illness or Injury Occurring During Vacation**

**19.4.2.1** If a unit member with permanent status becomes seriously ill, or is injured, during the scheduled vacation period, he/she may request that the time be deducted from his/her earned sick leave and the vacation period be terminated and rescheduled to a later date or be extended. Such request shall be made to the employee's manager who shall make the decision, and shall be accompanied by a

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medical statement signed by a licensed physician or medical provider to be submitted prior to the unit member's returning to work, stating the reasons that the unit members was unable to continue the scheduled vacation on the dates indicated.

19.4.2.2 When a request to terminate a vacation is the result of a recurrence of an industrial accident or illness, the unit member will use any available industrial accident or illness leave.

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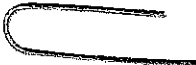
#### **19.4.3 Exhaustion of Sick Leave**

Earned vacation shall be used when a member's sick leave has been exhausted.

#### **19.5 Vacation Compensation Upon Separation**

Upon separation from employment, a unit member with permanent status will be paid the vacation leave accrued and not used, at his/her current rate of pay.





**ARTICLE 21 SAVINGS**

**21.1 Continuation of Agreement**

Both parties to this contract mutually agree that if any provision of this Agreement or any application thereof to any unit member or group of unit members is held to be contrary to a law by a court of competent jurisdiction or by action of the California State Legislature, such provision or application will not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

**21.2 Negotiating Invalid Sections of Agreement**

In the event of suspension or invalidation of any portion of this agreement, the parties agree to meet and commence negotiations within seven (7) working days after such determination for the purpose of arriving at a mutually satisfactory replacement for the invalid section.

TA - SEIU  
2/28/11 2:20 pm  
Mark Smyth

TA  
For the District  
2/28/11  
Dor

**ARTICLE 22 CONCERTED ACTIVITIES**

The Union agrees not to engage in, authorize, sanction or support any strike or work stoppage or slowdown during the term of this Agreement. The Board of Trustees agrees that unit members shall not be locked out during the term of this Agreement.

TA-SEIU  
2/28/11 2:20 pm  
Mark Smith

TA  
For the District  
2/28/11  
Dell

**ARTICLE 23 PAST PRACTICES**

This Agreement shall supersede any and all existing or prior verbal or written rules, regulations, resolutions, policy statements, customs, practices and alleged past practices of the Board or management in regard to the subject matter of the Agreement that may be contrary or inconsistent with the terms of this Agreement.

TA-SEIU  
2/28/11 2:20pm  
Mark Smith

TA  
For the District  
2/28/11  
Darr