

**Tentative Agreement
Between
Chabot LasPositas CCD
And
SEIU 1021
December 9, 2014**

The parties agree to the following changes to the collective bargaining for a successor contract:

1. **Term:** July 1, 2014 through June 30, 2017

2. **Compensation:**

Salary

Year 1: Effective January 1, 2015 a two percent (2%) across the board salary increase. A two percent (2%) one-time off schedule payment will also be provided as soon as possible following ratification and approval of the Agreement. The off-schedule (2%) payment will be made on February 27, 2015. The 2% lump sum payment will be based on the annual salary specified on the 2014 W-2 for the bargaining unit member.

Year 2: Effective July 1, 2015 the District will provide a salary increase equivalent to the State funded COLA for the 2015-2016 fiscal year.

Year 3: Re-opener

Benefits

Year 1: Status quo language

Year 2: Status quo language

Year 3: Reopener

3. **Reopener Language:** For Year 3 only, the parties agree to re-open on Article 15 Compensation and Article 16 Employee Benefits. In addition each side may open one additional article.

4. **Additional TA's:** The parties agree to the attached changes to Article 8, Sections 10.3, 11.1, 11.1.1, 11.1.4 and 20.7.2.

5. **Me too Language:** See attached Sideletter

6. District agreements to follow up on issues that are not contract language:

- The District will revise the Draft Campus Safety and Security Officer job description to clarify physical activities required by the job and to ensure proper equipment and training are provided. This will be done in consultation with the Union.
- The District will work to resolve the communication issues affecting Security Officer at LasPositas College.
- The District will copy the Union on its communication to departments regarding review of safety equipment and the process to provide necessary equipment.

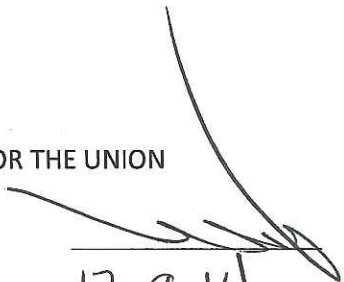
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7. Other language: All contract language not changed by this Agreement remains status quo. All previously agreed to tentative agreements are incorporated into this settlement agreement. This includes the following TA's:

- Section 10.4 Derogatory Information (TA 8/6/14)
- Section 11.2 Overtime Compensation (TA 6/26/14)
- Section 11.5.1.2 Lunch Period (TA 9/10/14)
- Section 13.2.4 Posting Seniority List (TA 9/10/14)
- Section 15.9 College Fee Reimbursement (TA 10/16/14)

FOR THE UNION

Name



Date

12-9-14

Name

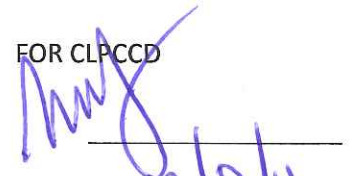
Kaden K.

Date

12-09-14

FOR CLPCCD

Name



Date

12/9/14

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ARTICLE 8 GRIEVANCE PROCEDURES

8.1 Definitions

For the purposes of this article

- 8.1.1** A "grievance" is a formal allegation by a grievant who has been adversely affected by an alleged violation of the specific provisions of this Agreement. A grievance shall include a statement of the specific article, section and subsection allegedly violated.
- 8.1.2** A "grievant" is any bargaining unit member adversely affected by an alleged violation of the specific provisions of this Agreement, or is the Union if grieving Article IV (Union Rights) or Article V (Organizational Security), or SEIU's Local 1021 rights under other provisions of this Agreement.
- 8.1.3** A "day" is a calendar day.
- 8.1.4** The "immediate supervisor" is the person who has been designated to adjust grievances and who has immediate supervisory or management responsibilities for the position to which the grievant is assigned.
- 8.1.5** The purpose of this grievance procedure is to provide for the processing of a claim of grievance, and to secure, at the lowest possible administrative level, solutions to problems which may from time to time arise under this Agreement.

8.2 General Provisions

8.2.1 Representation

A unit member may be represented by the Union at any level of this process or may choose to represent himself/herself at any level, except that the Union shall not be required to represent a unit member after Level II of the process when said unit member has elected to represent himself/herself at both Level I and Level II.

8.2.2 Timelines for Resolution

No resolutions of a grievance shall be final until the Union has been provided five (5) days to review and respond thereto.

8.2.3 Precedents

Grievances in which the unit member is not represented by the Union shall not be precedential.

8.2.4 Weekend/Holiday Deadline Dates

Any deadline date which falls on a Saturday, Sunday or holiday will automatically be extended to the next following day on which the District office is open for business.

8.2.5 Failure to Adhere to Time Deadlines

Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. Failure of the District to respond within the time limits shall mean that the grievance is deemed denied and the grievant may appeal to the next level.

8.2.6 Extending Deadlines

The grievant and the District may extend any time deadline by mutual written agreement.

8.2.7 Scheduling Grievance Meetings

Every effort will be made to schedule meetings for the processing of grievances at time which will not interfere with the regular work day of the participants. If any grievance meeting or hearing must be scheduled during the school day, any employee required by either party to participate as a witness, grievant, or representative in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

8.2.8 Documents

All documents dealing with the processing of a grievance shall be filed in the Office of Human Resources separately from the personnel files of the participants, and each grievance shall be given an annual number (90-1, 90-2, etc.).

8.2.9 Consolidation of Grievances

In the event that two (2) or more filed grievances present like facts and circumstances, or involve the same alleged violation affecting several bargaining unit members, the parties may mutually agree to consolidate the separate grievances for processing.

8.2.10 No Reprisals

No reprisals will be taken against a grievant because of his/her involvement in a grievance procedure.

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- The date "12/9/14" written vertically.
- The initials "OAS" and the date "12/9/14" written below the date.
- A signature at the bottom right.

8.3 Grievance Procedures

8.3.1 Level I—Informal Level

Any unit member who believes he/she has a grievance shall present the grievance in writing to the immediate supervisor within twenty (20) days of when the facts giving rise to the grievance occurred. The grievant shall indicate that this is a contract grievance (as opposed to a complaint). The grievant and the immediate supervisor shall make every effort to resolve the problem(s) by consultation and informal means. The intent of this informal level is that at least one personal conference be held between the grievant and his/her immediate supervisor. Within ten (10) days of notification of the grievance, the immediate supervisor shall give a written response to the unit member and the union, if authorized by the grievant.

8.3.2 Level II—Formal Level

If the grievant is not satisfied with the resolution at the informal level and if the grievant wishes to press the matter, the grievant shall present the grievance in writing on the appropriate form to the next level of supervision within ten (10) days of receipt of the immediate supervisor's written response. The written grievance shall set forth the circumstance(s) which gave rise to the grievance, the provision(s) of the Agreement violated (specific article, section and subsection) and the remedy or corrective action requested. A copy shall be sent to the immediate supervisor and the grievance officer. Within five (5) days after receipt of such written grievance the Level II administrator shall meet with the grievant and the immediate supervisor in an attempt to seek a mutually agreeable resolution of the matter. If no such agreement is reached, the Level II administrator shall, within ten (10) days of the filing of the Level II—Formal Level, deliver to the unit member and the grievance officer a written response to the grievance.

8.3.3 Level III—Appeal to President or Vice Chancellor

8.3.3.1 Process to Appeal Level II Decision

If the grievant is not satisfied with the decision at Level II, the grievant may, within ~~five (5)~~ ten (10) days of the receipt of the decision at Level II—Formal Level, appeal the decision on the appropriate form to the President of the grievant's college or the Vice Chancellor depending on the reporting relationship.

8.3.3.2 Response to Appeal

The President or Vice Chancellor shall communicate the decision to the grievant and the union, if authorized by the grievant within ~~ten (10)~~ fifteen (15) days. If the President or Vice Chancellor does not respond within the time limits provided, the grievant may appeal to the next level.

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8.3.3.3 Request for Personal Conference

Within the above time limits either party may request a personal conference.

8.3.4 Level IV—Appeal to Chancellor

8.3.4.1 Timeline

If the grievant is not satisfied with the decision at Level III, the grievant may, within five (5) days of the receipt of the decision at Level III, Appeal to President or Vice Chancellor, appeal the decision on the appropriate form to the Chancellor. Copies of the appeal statement shall also be sent to the immediate supervisor, the Level II and III administrators, the President or Vice Chancellor and the Union. This statement shall include a copy of the original grievance and response, and a clear, concise statement of the reasons for the appeal. Disciplinary dismissal appeals shall contain a statement of the facts giving rise to the appeal, the names of all administrative personnel involved, the reasons for contesting the dismissal and a statement of requested remedy.

8.3.4.2 Chancellor's Decision

The Chancellor shall communicate the decision to the grievant ~~and the Union, if authorized by the grievant~~ within ten ~~(10)~~ fifteen (15) days. If the Chancellor does not respond within the time limits provided, the grievant may appeal to the next level.

8.3.4.3 Request for Personal Conference

Within the above time limits either party may request a personal conference.

8.3.5 Level V—Arbitration

8.3.5.1 Request for Arbitration

Within fifteen (15) days after receipt of the decision at Level IV, the Union may, upon written notice to the Vice Chancellor, Human Resources, submit the grievance to arbitration.

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8.3.5.2 Selection of Arbitrator

SEIU Local 1021 shall request that the State Mediation and Conciliation Service supply a panel of five names of persons experienced in hearing grievances in public schools. The Arbitrator shall be selected within fourteen (14) days following receipt of the list. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The Union shall strike first.

8.3.5.3 Costs for Arbitration

SEIU Local 1021 and the District shall divide equally the cost of the Arbitrator, the Court Reporter, and the Transcript. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

8.3.5.4 Power of the Arbitrator

8.3.5.4.1 Functions of Arbitrator

It shall be the function of the arbitrator, and he/she is empowered except as his/her powers are limited, after investigation and hearings, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

8.3.5.4.2 Limitations of Arbitrator

The Arbitrator shall have no power to: add to, subtract from, disregard, alter or modify any of the terms of this Agreement and shall not include issues in the decision that are not directly involved in the case submitted. The governing board shall determine within its sole discretion, all matters pertaining to discipline, including dismissal, of employees covered by this collective bargaining agreement.

8.3.6 Representation

The grievant(s) may be represented by any one of the following:

- a. representatives of SEIU Local 1021
- b. a representative of the grievant(s) choosing who is not an employee of the District (at the grievant's expense
- c. the grievant(s).

8.3.7 Evidence

Neither District nor grievant shall be permitted to assert any grounds or evidence before the Arbitrator which was not previously asserted or disclosed, and requested to be ruled upon at the Chancellor level. The Arbitrator shall consider only those issues properly carried through all previous steps as required with the Grievance Procedures.

8.3.8 Function of Arbitrator

The function of the arbitrator shall be of a judicial rather than legislative nature, and the decision shall be within the scope and terms of this Agreement. The arbitrator shall not deprive the District or SEIU Local 1021 of any rights expressly or implicitly reserved herein.

8.3.9 Process

The arbitrator must resolve any issues of arbitrability before hearing the substantive matters.

8.3.10 Limitations

The arbitrator shall make no retroactive award to the grievant(s) which shall predate the effective date of this Agreement. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law.

8.3.11 Decision

The decision of the Arbitrator shall be final and binding on all parties subject to the arbitration, except in the event of discipline, including discharge, of any employee, whereupon such decision shall be within the sole discretion of the governing board. The arbitrator's award shall be in writing and shall set forth his/her determination of the issue(s), findings of fact and conclusions, and should be sent to the Chancellor and SEIU Local 1021. The decision and finding shall be submitted within thirty (30) days.

8.4 Appeal of Disciplinary Dismissal

Any bargaining unit member who has been terminated for reasons other than rejection from probation may choose either to utilize the appeal procedure contained in Governing Board Policy 4430, (if the employee is regular) or utilize the grievance procedure contained herein which in such case shall render only an advisory decision to the governing board, beginning at Level IV—Appeal to Chancellor. In either case, the cause for dismissal shall be set forth in Governing Board Policy 4430, and the final decision shall be within the sole discretion of the governing board.

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8.5 Progressive Discipline

The District agrees to apply the principles of progressive discipline in the administration of discipline. Alleged violations of this principle are not subject to the grievance procedure but may be raised by the union or employee in its defense of bargaining unit members in the appeal procedure contained in Article 8 of the contract, Governing Board Policy 4430, or any other procedure established by the Governing Board under Education Code section 88013. In some cases progressive discipline may not be warranted due to the nature of the employee infraction (including but not limited to examples such as gross insubordination, theft, fighting, etc.) These provisions of progressive discipline do not apply to probationary unit members who may be terminated or subject to discipline at the discretion of the District.

Grievance Process and Procedure Tracking Form (Appendix 8A)

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Tentative Agreement
CLPCCD and SEIU 1021
December 9, 2014

10.3 Petition for Removal of Derogatory Information

Four (4) Two (2) 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 principal Human Resources Officer, or designee, 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) two (2) 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 principal Human Resources Officer, or designee.

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**District Counterproposal to SEIU Proposal for Changes to Article 11
September 18, 2014**

11.1 Full-time Workday

The full-time workday for regular unit members shall be eight (8) hours within any twenty-four (24)-hour period and a full workweek shall be five (5) consecutive days of eight (8) hours each within any seven (7)-day period.

11.1.1 Definition of Shift

Upon initial employment, the District shall establish the hours of assignment and work week. Employees who have an established work shift with four (4) or more hours after 5:00 p.m. are designated as swing shift employees. Employees who have an established work shift with four (4) or more hours after 12:00 a.m. midnight are designated as graveyard shift employees.

11.1.2 Shift Differential

Effective January 1, 2015, for work performed on the graveyard shift by employees regularly assigned to the shift, the differential shall be three percent (3%). For work performed on the swing shift by employees regularly assigned to the shift, the differential shall be two percent (2%). ~~For assigned work performed by all other employees during the graveyard shift or during the swing shift, the corresponding shift differential shall be paid on an hourly basis (example of employee that may fit his category are ITS, Athletics, Performing Arts Center, Television Station).~~

An employee who receives a shift differential premium on the basis of their regularly assigned shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift for 20 working days or less.

All overtime shall be paid based on the regular rate which excludes the shift differential premium.

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**District Counterproposal to SEIU Proposal for New Article 11.1.5
August 29, 2014**

Article 11.1.4 Security Officers

Security Officers whose regular work shift is rotated from day to grave shift shall be entitled to one day of leave in order to enable them to have two (2) consecutive days off. In the event that any alteration of the current rotation practice occurs, the parties will meet to determine whether any alteration of this provision is required.

Subject to the needs of the District, overtime shall be distributed and rotated as equally as possible and practical among bargaining unit members and shall be posted within each department.

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District Counterproposal
December 9, 2014

11.2 Overtime Compensation

11.2.1 Rate

Overtime compensation will be provided at the rate equal to one and one-half (1 1/2) times the regular rate of pay for unit members designated by the District and authorized in advance by management to perform such overtime. Overtime is any time required to be worked in excess of eight (8) hours in paid status in any one workday or any time in excess of forty (40) hours in paid status in any calendar week ~~(or thirty-seven and one-half (37 1/2) hours for unit members under Section 11.1.1)~~. For exception see Section 11.11.

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TA
December 9, 2014

20.7.2

The District agrees to add: "~~Maintenance and Operations members~~ Employees required by the District to wear uniformed safety boots shall be reimbursed by the District for safety boots purchased, not to exceed \$150.00 per fiscal year.

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12/9/14
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12/9/14
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**Sideletter of Agreement
Between
Chabot LasPositas CCD
And
SEIU 1021
December 9, 2014**

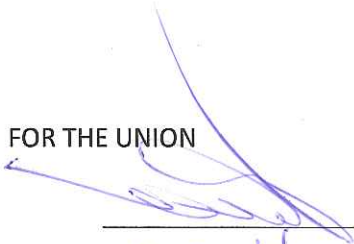
In the event that another bargaining unit receives an across the board on-going or one-time salary or benefits increase greater than the negotiated salary and benefits for SEIU bargaining unit in the 2014-2015 or 2015-2016 fiscal years, SEIU has the right to receive the same increase.

The parties agree that any disputes regarding this Sideletter of Agreement shall be resolved in accordance with the grievance procedure in Article 8 of the collective bargaining agreement.

This Sideletter automatically sunsets on June 30, 2016.

FOR THE UNION

Name



Date

12-9-14

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Date

12-09-14

FOR CLPCCD

Name



Date

12/9/14

Name



Date

12/9/14



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SEIU Local 1021 Proposal

Date: 08-06-14

Time: 9:15

Article 10.4: Notice of Derogatory Information

Information of a derogatory nature, except material mentioned in Article 10.1 above, shall not be entered or filed until a unit member is given notice, furnished a copy of the material, and given a period of ~~five (5)~~ fifteen (15) working days to review and responding in writing. Such response shall be attached to the file copy of the document.

FOR THE UNION:

FOR CLPCCD

Name [Signature]

Name Dalton

Date August 6 2014

Date 8/6/14

Name Kaden K.

Name [Signature]

Date 08/06/14

Date 8/6/14

2/9/14

[Signature] 7/14/14

District Counterproposal to SEIU Proposal for New Article 11.1.51.2
September 10, 2014

Article 11.5.1.2 Lunch Period

The schedule for bargaining unit employees who work in the Performing Art Center and TV Studio shall include a scheduled lunch period. The Department shall ensure that the scheduled duty free lunch period is provided. If an unforeseen operational emergency (such as an unexpected absence or major equipment failure) necessitates working through the scheduled lunch period, the supervisor shall reschedule the lunch break to another time during the workday. In the event that an emergency prevents the lunch break from being rescheduled, the employee shall be paid for the time worked during lunch at the appropriate rate of pay (straight-time or overtime based on time in paid status for the day/week).

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For the District
D. [Signature] 9/10/14
Don Buller 9/10/14

T.A
For SEIU
9-10-14
Kaden K. 09/10/14

[Signature] 12/9/14 TA
[Signature] 12/9/14

District Counterproposal
August 29, 2014

Article 13.2.4 Posting Seniority List

Seniority lists shall be posted in visible locations and updated by September 1st each fiscal year with a copy to the union chapter president. In the event of layoffs a copy will also be provided to the union field representative. Seniority lists will be posted in HR, at the campuses and on the District intranet. The seniority lists will provide the employee names (in alpha order), date of hire in the classification and hours of service in each class from date of hire as a probationary or permanent classified employee.

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For the Union
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District Counter Section 15.9
September 18, 2014

15.3 College Fee Reimbursement

Effective January 1, 1998, the District will reimburse to unit members the costs of enrollment fees for credit course work towards a degree or certificate offered by the District, other California community college districts, the CSU or UC systems. The form entitled "Enrollment Fee Reimbursement Application" is available from the District Accounting Department. Eligibility for such reimbursement shall be based upon:

1. satisfactory completion of the course and
2. demonstration that the reimbursement does not exceed 10 semester units per year

The District will reimburse the unit member at the unit cost of the prevailing California Community College fee or up to \$75 per unit towards units for approved colleges and universities. An employee may only be approved for up to \$750 per fiscal year. This program is administered on a first come, first served basis. The total District reimbursement under this section will not exceed nine thousand dollars (\$9,000) per year. Employees will not be eligible for reimbursement once the nine thousand dollars has been utilized in any fiscal year. This program is administered annually and the funds do not roll over from year to year.

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 For Management
 for the District
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 For the Union
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