DATE: February 14, 2003  S2

TO: Board of Trustees

FROM: Dr. Philip R. Day, Jr., Chancellor

SUBJECT: SPECIAL:
Recommend Adopting an Amendment to the Collective Bargaining Agreement between the Service Employees International Union Local 790 and the San Francisco Community College District
(Resolution No: 030214-S2)

BACKGROUND INFORMATION:

The Collective Bargaining Agreement (CBA) between the San Francisco Community College District (District) and the Service Employees International Union Local 790 (SEIU) effective July 1, 2000, through June 30, 2003, provides that the CBA may be modified by the voluntary and mutual consent of the parties. On January 7, 2003, representatives of the District and of the SEIU reached a tentative agreement regarding an amendment (Amendment) to the CBA. On January 15 and 16, 2003, the membership of the Union ratified the Amendment. The Board of Trustees pursuant to Government Code Section 3547.5 has disclosed at a public meeting the major provisions of the Amendment to the CBA, including costs to be incurred under the CBA for the time period covered by the CBA.

SHARED GOVERNANCE REVIEW:

Yes:_____; No:_x____; if yes, which committee:__________________
Date of Review: ________________________

RECOMMENDATION:

RESOLVED: That the Board of Trustees approves, ratifies and adopts the Amendment to the CBA (Attachment A) to be effective on the dates specified therein;

FURTHER BE IT RESOLVED: That the Chancellor and the Vice Chancellor of Finance and Administration, and/or their designee(s) are hereby authorized and directed to implement this Resolution and to submit any necessary finance resolutions to fund implementation of this Resolution.

Originator: Peter Goldstein with Steve Hale
TENTATIVE AGREEMENT
2000-2003 COLLECTIVE BARGAINING AGREEMENT
Service Employees International Union Local 790
And
City College of San Francisco (District)
(Subject to SEIU Ratification and Board of Trustees Approval)


- Effective July 1, 2003, there will be no District-initiated layoffs of bargaining unit employees during the term of this CBA, excluding employees occupying categorical or grant funded positions where the grant funding is withdrawn or significantly reduced. With respect to bargaining unit employees occupying categorical or grant funded positions in EOPS, DSPS and Matriculation services, the District will take reasonable steps to avoid layoffs. The District will review the duties of all employees scheduled to work 15 hours per week or less and may layoff some employees within this group (Article 21).

- Employees shall be paid night duty compensation, eight (8) percent more than the base rate when working overtime at least one hour between the hours of 5 PM–7 AM (Article 33).

- Bargaining unit employees not regularly assigned to work a day shift shall be entitled to paid jury duty leave on those days they have served on a jury (Article 11, Section A.1).

- Effective prior to the close of the Spring semester 2003, the District shall not issue reasonable assurance letters to any bargaining unit employees.

- Full-time bargaining unit employees shall work a reduced workweek of 37.5 hours without a reduction in compensation. The workweek will be prorated for employees working less than full time. References to workweek, days and hours will be adjusted in the Joint Labor-Management Committee (Article 2, Article 44, Section A).

- Bargaining unit employees shall be granted five additional days off with pay during Spring Break.

- The vacation accrual limit shall be increased by eighty (80) hours to 480 hours (Article 39, Section A.2).

- The compensatory time accrual limit shall be increased by eighty (80) hours to 320 hours for employees occupying “non-Z” designated positions and 560 hours for employees occupying “L” designated positions (Article 32, Section C.2).

- The sick leave accrual limit, excluding “vested and unused accumulated sick leave with pay credits,” shall be increased by eighty (80) hours to 1,120 hours (Article 11).

- Whenever possible, the District will provide “Temporary Alternate Light Duty” assignments for bargaining unit employees who provide medical verification of limitations. Specific mutually agreeable refinements such as the number of employees accommodated, and length of such
alternate assignments will be a subject of the Joint Labor-Management Committee (Article 2, Article 22, Section E).

- Employees shall have a reasonable expectation of privacy and to be secure from unreasonable searches and seizures on his/her person and his/her work area to the extent provided by law and District policy (New Article).

- The existing Enrollment Fee Reimbursement Program applicable to City College credit courses is modified to provide a waiver of enrollment fees, provided that (1) course meeting dates/times shall not conflict with work schedules, and (2) enrollment shall be on a space available basis. The Union with the assistance of the Administration shall develop a book loan program for eligible unit members (Article 13, Section D).

- The Wage Increase of four percent (4%) scheduled for January 4, 2003 and any salary step increments scheduled to be implemented between January 4, 2003 and June 30, 2004 shall be deferred to no later than June 30, 2004 on a non-retroactive basis (Article 37, Section A, Tentative Agreement ratified June 27, 2002, and Article 35).

- Bargaining unit employees who retire with an effective date between January 4, 2003 and June 30, 2003 shall receive a retroactive increase of four percent (4%); this four percent increase shall cover the period from September 1, 2002, through June 30, 2003, as appropriate.

- Pay Equity and Inequity Adjustment monies, $250,000 and $100,000 respectively shall be held for further consideration as a subject of the Joint Labor Management Committee during the term of this CBA (Article 2, Article 37, Sections C and D and Tentative Agreement ratified June 27, 2002).

- The parties shall meet to discuss the District’s fiscal condition during the term of the CBA as a subject of the Joint Labor-Management Committee (Article 2)

- The parties agree that all other provisions of the 2000-2003 CBA and Tentative Agreement ratified June 27, 2002 shall continue unchanged.

FOR THE DISTRICT: FOR THE UNION:

Dr. Philip R. Day, Jr., Chancellor Service Employees International Union
Secretary, Board of Trustees Local 790

Date: __________________________ Date: __________________________