DATE: February 14, 2003
TO: Board of Trustees
FROM: Dr. Philip R. Day, Jr.
Chancellor
SUBJECT: SPECIAL
Recommend Adopting an Amendment to the Collective Bargaining Agreement between the San Francisco Building and Construction Trade Council Unions and the San Francisco Community College District (Resolution No: 030214-S3)

BACKGROUND INFORMATION:
The Collective Bargaining Agreement (CBA) between the San Francisco Community College District (District) and the San Francisco Building and Construction Trade Council Unions (SFBCTCU) effective July 1, 2001, 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 SFBCTCU reached a tentative agreement regarding an amendment (Amendment) to the CBA. Thereafter 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

BOARD OF TRUSTEES
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DR. PHILIP R. DAY, JR., CHANCELLOR
TENTATIVE AGREEMENT
2001-2003 COLLECTIVE BARGAINING AGREEMENT
San Francisco Building & Construction Trade Council Unions
And
City College of San Francisco (District)
(Subject to Ratification)
January 7, 2003

• The Collective Bargaining Agreement (CBA) in effect July 1, 2001 through June 30, 2003 shall be extended for one year, effective July 1, 2003 through June 30, 2004 (Article VI, Section B).
• All provisions herein are effective February 15, 2003, unless otherwise stated.
• It is understood that there will be no District-initiated layoffs of bargaining unit employees during the term of this CBA (Article III, Section R).
• Bargaining unit employees who work overtime between the hours of 4:00 PM and 7:00 AM shall be entitled to a shift differential of eight percent (8%) over and above the overtime compensation rate of one-and-one-half times the base hourly rate (Article III, Section C).
• 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 III, Section K).
• Bargaining unit employees shall work a reduced work week of 36 hours without a reduction in compensation; employees may opt to reduce their work hours on Fridays (Article III, Section S).
• Bargaining unit employees shall be granted additional days off with pay during Spring Break 2003 (April 14 through April 18) and during Spring Break 2004 (April 5 through April 9).
• The vacation accrual limit shall be 480 hours (Article III, Section K).
• The compensatory time accrual limit shall be 320 hours (Article III, Section C.4.b).
• The sick leave accrual limit, excluding “vested and unused accumulated sick leave with pay credits,” shall be 1,120 hours (Article III, Section K).
• The parties may meet to negotiate a mutually agreeable provision on privacy rights.
• The parties may meet to negotiate a mutually agreeable provision on light duty.
• Bargaining unit employees who enroll in City College credit courses shall be entitled to 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 parties may meet to develop a book loan program.
• The five percent (5%) increase in base wages scheduled for January 4, 2003 shall be deferred until April 30, 2004. Therefore, all bargaining unit employees shall receive a five percent (5%) increase in base wages effective April 30, 2004 (Article III, Section A and Exhibits A.3 and A.4 and Side Letter to the 2001-2003 CBA).
• Bargaining unit employees who retire with an effective date between July 1, 2002, and June 30, 2003, shall receive a retroactive increase of two and one-half percent (2.5%); this 2.5% increase shall cover the period from July 1, 2002, through January 3, 2003, as appropriate. Additionally, bargaining unit employees who retire with an effective date between July 1, 2002 and June 30, 2003 shall receive a retroactive increase of five percent (5%); this 5% increase shall cover the period from January 4, 2003, through June 30, 2003, as appropriate, provided written notice of intent to retire is provided to the District by May 1, 2003.
• The parties shall meet to discuss the District’s fiscal condition at certain check points during the term of the CBA, tentatively scheduled for August and November 2003 and February 2004.
• The parties agree that all other provisions of the 2001-2003 CBA shall continue unchanged.

FOR THE DISTRICT:                                    FOR THE UNION:
Dr. Philip R. Day, Jr.
Dr. Philip R. Day, Jr., Chancellor
Secretary, Board of Trustees

Northern California Carpenters Regional Council/Local 22
Date: ________________

Bay Counties District Council of Painters
No. 16 Local 4
Date: ________________

Teamsters Local 853, West Bay Division,
International Brotherhood of Teamsters
Date: ________________

International Brotherhood of Electrical Workers, Local 6
Date: ________________

Laborers International Union of North America, Local 261
Date: ________________

United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38
Date: ________________