DATE: June 27, 2002

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: 020627-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, may be modified by the voluntary and mutual consent of the parties. On June 6, 2002, representatives of the District and of the SFBCTCU reached a tentative agreement regarding an amendment (Amendment) to the CBA for Fiscal Year 2002-2003. Thereafter the membership of the Union ratified the Amendment. The Board of Trustees pursuant to Government Code Section 3547.5 previously disclosed at the March 21, 2002, public meeting the major provisions of the CBA, including costs to be incurred under the CBA for the time period covered by the CBA. The Amendment to the CBA will not result in any additional cost to the District for Fiscal Year 2002-2003.

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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Side Letter
2001-2003 Collective Bargaining Agreement
between
San Francisco Building & Construction Trade Council Unions
and
San Francisco Community College District
(Subject to Ratification)

- It is understood that there will be no District-initiated layoffs of bargaining unit employees during Fiscal Year 2002-03 (Article III, Section R)

- The District shall provide on a one-time, non-precedent-setting, basis three additional designated days off in Fiscal Year 2002-2003 as follows: July 5, 2002, December 23, 2002, and December 24, 2002

- The District shall provide a total of 40 hours of compensatory time (bonus paid time off) for full-time, full-year employees to be awarded in Fiscal Year 2002-2003. This 40 hours of compensatory time is not subject to the 240 hour maximum (Article III, Section C.4.b)

- The 40 hours of compensatory time referenced above shall be subject to the pay out language in Article III, Section C.5

- The Union and the District agree that the increase in base wages of two and one-half percent (2.5%), effective July 1, 2002, shall be deferred until January 4, 2003. Therefore, all bargaining unit employees shall receive a five percent (5%) increase in base wages effective January 4, 2003 (Article III, Section A and Exhibits A.3 and A.4) (January 4 is the beginning date of the first pay period in 2003)

- 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% percent increase shall cover the period from July 1, 2002, through January 3, 2003, as appropriate.

- The Union and the District agree that the Lead Worker Pay provision (Article III, Section B.5) is amended as follows: “Retroactive to July 1, 2001, employees designated by their supervisor as lead workers shall be entitled to $9.00 per day premium when required to plan, design, sketch, layout, detail, estimate, order material or take the lead on any job when at least two employees in the same class are assigned. Effective July 1, 2002, the rate shall be $10.00 per day.”

- The Union and the District agree that all other provisions of the 2001-2003 Collective Bargaining Agreement shall continue unchanged

\[^1\] A skeletal crew of classified staff will be required to work to support the instructional offerings on July 5, 2002. Employees, who are required to work on July 5, 2002, shall earn compensatory time at the rate of time and one-half.

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SIGNATURE PAGE

FOR THE DISTRICT:

/s/ Dr. Philip R. Day, Jr.
Dr. Philip R. Day, Jr., Chancellor
Secretary, Board of Trustees

Date: 6/11/02

FOR THE UNION:

Northern California Carpenters Regional Council/Local 22

Date:

Bay Counties District Council of Painters
No. 8 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: