

# SEIU COLLECTIVE BARGAINING AGREEMENT CHANGES

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2016/17 – 2017/18

## ARTICLE I - EFFECTIVE DATES AND PARTIES TO AGREEMENT

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- UPDATE CONTRACT DATES.

This agreement is made and entered into July 1, ~~2013-2016~~ between the Ventura County Community College District (hereinafter referred to as "District") and Service Employees International Union, Local 99 (hereinafter referred to as "SEIU" or "the Union").

## ARTICLE II –RECOGNITION

- *NO CHANGE*

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## ARTICLE III - EMPLOYEE RIGHTS, CHECKOFF, AND ORGANIZATION SECURITY

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- *NO CHANGE*

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## ARTICLE IV - SEIU RIGHTS

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- CBA AVAILABLE ONLINE, ELIMINATION OF PRINTED CONTRACTS.
- ADDITION OF COMMITTEES – SEIU APPOINTED REP.
  - SAFETY
  - DISTRICT COUNCIL ON ADMINISTRATIVE SERVICES (DCAS)
  - DISTRICT CONSULTATION COUNCIL
  - DISTRICT COUNCIL ON HUMAN RESOURCES (DCHR)
- ANNUAL 2 HOURS OF RELEASE TIME FOR ALL TO DISCUSS CBA.
- UNION RECEIVES 1.0 FTE RELEASE TIME TO BE DISTRIBUTED AMONG STEWARDS.
  - 15 WORKING DAYS' NOTICE OF CHANGES.
  - CANNOT BE GIVEN ADDITIONAL TIME FOR HEALTH COMMITTEE
  - ADDITIONAL TIME REQUIRES VC-HR APPROVAL, AND REIMBURSEMENT

## ARTICLE V - DISTRICT RIGHTS

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- *NO CHANGE*

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## ARTICLE VI - PERSONNEL FILES

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- ONLY OFFICIAL PERSONNEL FILE (OPF) IS WITH HR
- PROVISION FOR COLLEGE-DUPLICATE ELIMINATED
- DESK FILES NOT PROHIBITED
- ONLY OPF CAN BE USED IN DISCIPLINE, ETC.
- DOCUMENTS MUST INDICATE EMPLOYEE PUT IT THERE, OR GOT A COPY
- ANNUAL ONE HOUR OF RELEASE TIME TO REVIEW FILE
- IF SUPERVISOR OR HIRING ADMIN REVIEWS FILE, MUST LOG IT
  - EMPLOYEE RECEIVES NOTICE



## ARTICLE VII - EVALUATION

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- INCOMPLETE OR MISSING EVALUATION DEFAULTS TO “MEETS EXPECTATIONS” FOR THAT PERIOD, UNLESS EMPLOYEE ON LEAVE DELAYS EVALUATION.
- EMPLOYEE HAS RIGHT TO RESPOND TO EVAL WITHIN 10 WORKING DAYS AND HAVE IT FILED WITH EVAL.
- SUPERVISOR WILL WARN AND COUNSEL EMPLOYEES HEADED FOR A “NI” OR “U” RATING.
- EMPLOYEE MAY REQUEST REVIEW OF “NI” OR “U” RATING BY HIGHER LEVEL MANAGEMENT IF REQUESTED WITHIN 10 WORKING DAYS.
  - MUST SUBMIT WRITTEN RESPONSE FIRST



## ARTICLE VIII - HOURS AND OVERTIME

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- FORM FOR ALTERNATIVE WORK WEEK IN APPENDIX E
- CTO ACCRUAL FOR OT-ELIGIBLE EMPLOYEES CAPPED AT 200 HOURS, 480 FOR SAFETY EMPLOYEES
- TO BE ELIGIBLE FOR OT, EMPLOYEE MAY NOT HAVE UNSATISFACTORY RATING IN CERTAIN AREAS, OR MAY HAVE SPECIAL SKILLS.
- OFFER OT ASAP WHEN REASONABLY FORESEEN.
- 3 WAIVERS OF OT REMOVES FROM LIST. SUPERVISOR SHALL REINSTATE UPON REQUEST.
- SWING DIFFERENTIAL INCREASES TO \$0.68, AND GRAVE TO \$1.35, FOR ALL HOURS DURING SHIFT.
- EFF 7/1/17, DIFFERENTIALS WILL AUTOMATICALLY INCREASE BY PERCENT APPLIED TO SALARY SCHEDULE.
- BEFORE MANDATING AN INVOLUNTARY SCHEDULE CHANGE, MANAGEMENT WILL OFFER TO OTHER EMPLOYEES FOR POSSIBLE VOLUNTARY CHANGE.

## **ARTICLE IX - SALARY**

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- 1% INCREASE EFFECTIVE 7/1/17
- \$500 LUMP SUM PRORATED BY FTE
- 38.4% OF 2016/17 HEALTH PREMIUMS PAID BY EMPLOYEE
- “ME TOO” FOR LARGER GENERAL INCREASE OR LUMP SUM PAYMENT GREATER THAN \$422,000 IN AGGREGATE

## **ARTICLE X - EMPLOYEES' EXPENSES, TOOLS AND UNIFORMS**

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- UNIFORM ALLOWANCE INCREASED TO \$875 PAYABLE ANNUALLY IN OCTOBER

## ARTICLE XI - LEAVES

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- MISC LANGUAGE UPDATING
- SEPARATE WELLNESS LEAVE FROM EDUCATION LEAVE. CAN ONLY HAVE ONE AT A TIME.
- W/C LEAVE SUBJECT TO MEDICAL PROFESSIONAL CERTIFICATION
- ADDITION OF NEW PARENTAL LEAVE
  - FULL PAY UP TO A MAXIMUM OF **FIVE (5) WORKING DAYS** FOLLOWING THE BIRTH OF A CHILD OR PLACEMENT OF A CHILD IN CONNECTION WITH THE ADOPTION OR FOSTER CARE OF THE CHILD BY THE EMPLOYEE.
  - IF NO SICK LEAVE, UP TO 12 WEEKS OF LEAVE PAID ANNUALLY AT NO LESS THAN 50% OF REGULAR SALARY
    - OFFSET BY ANY SICK LEAVE USED
- UPDATE TERMS OF FAMILY LEAVE (FMLA)
- PARTICIPATION IN LEAVE DONATION PROGRAM RENEWS ANNUALLY UNLESS EMPLOYEE WITHDRAWS DURING JANUARY.

## **ARTICLE XII - HEALTH AND WELFARE BENEFITS**

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- INCREASE CAP TO \$18,643.08 EFFECTIVE 7/1/17
- REOPENERS FOR 2018/19

## ARTICLE XIII - HOLIDAYS

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- ALL HOLIDAYS ARE EIGHT HOURS, REGARDLESS OF SCHEDULE.
- EMPLOYEES ON NON-STANDARD SCHEDULES MAY USE CTO OR VACATION TO RECEIVE PAY FOR 9<sup>TH</sup> AND 10<sup>TH</sup> HOURS, OR MAY REVERT TO REGULAR SCHEDULE FOR HOLIDAY WEEK.



## ARTICLE XIV - VACATION

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- IF ACCRUAL CAP (240 HOURS) IS EXCEEDED ON JULY 1, ACCRUAL CEASES UNTIL MONTH AFTER BALANCE IS 240 HOURS OR LESS.

## **ARTICLE XV - TRANSFER AND REASSIGNMENT**

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- MINOR LANGUAGE CLARIFICATIONS

## ARTICLE XVI - GRIEVANCE PROCEDURE

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- NO CHANGE

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## ARTICLE XVII - SAFETY

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- QUARTERLY, DISTRICT WILL PROVIDE TRAINING FOR NEW EMPLOYEES ON SAFETY, EMERGENCY PREPAREDNESS, EVACUATION, ETC.
- NEW EMPLOYEES WILL RECEIVE DOCUMENTATION RE CHAIN OF COMMAND, REPORTING INSTRUCTIONS RE UNSAFE CONDITIONS
- ANNUAL TRAINING FOR ALL CLASSIFIEDS ON EMERGENCY PREPAREDNESS, EVACUATION AND BEHAVIORAL REPORTING

## **ARTICLE XVIII - REDUCTION IN FORCE**

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- IN EVENT OF LAYOFFS, DISTRICT SHALL CREATE SENIORITY LIST FOR EACH IMPACTED CLASSIFICATION AND PROVIDE TO UNION.
- 60-DAY LAYOFF NOTICE REQUIRED
- 60-DAY BUMPING NOTICE REQUIRED

## ARTICLE XIX - EFFECT OF AGREEMENT

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- NO CHANGE

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## ARTICLE XX - CONCERTED ACTIVITIES

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- NO CHANGE

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## ARTICLE XXI - TERM

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- UPDATE DATES, PROVIDE FOR REOPENERS FOR WAGES AND BENEFITS IN THIRD YEAR

## **APPENDIX A - SALARY SCHEDULE**

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- *(TO BE UPDATED FOLLOWING RATIFICATION)*

## APPENDIX B - GRIEVANCE FORM

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- NO CHANGE

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## **APPENDIX C - CLASSIFIED EMPLOYEE EVALUATION FORM**

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- MINOR REVISIONS

## **APPENDIX D - CLASSIFIED EMPLOYEE SELF-EVALUATION FORM**

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- ADDED LANGUAGE NOTING IT IS REQUIRED FOR EMPLOYEES RECEIVING “U” OR “NI” ON CURRENT EVALUATION.
- VOLUNTARY FOR OTHERS.



## **APPENDIX E - ALTERNATE WORK SCHEDULE AGREEMENT FORM**

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- UPDATE FORM TO REFLECT NEW CONTRACT LANGUAGE.
- ADDITION OF “HYBRID” 9/80
  - FOUR 9-HOURS DAYS, ONE 4-HOUR DAY