

Side Letter of Agreement 2006-07.1

Cabrillo Community College District and SEIU, Local 415

Classified Hourly Employees

The purposes of this side letter are to 1) clarify the conditions under which classified hourly employees, as defined, are members of the bargaining unit; 2) specify which provisions of the negotiated Agreement apply to classified hourly employees; and 3) distinguish the status of classified hourly employees from regular classified employees and temporary workers, the latter of whom are not members of the bargaining unit.

I. Classified Hourly Positions

1. Classified hourly positions provide services on an intermittent basis for the College that cannot be provided via a regular classified position and are needed on an on-going basis throughout the year. These positions have an established minimum number of hours per day, days per week, and months per year when work is available. The number of hours may vary from semester to semester. No notice of layoff/reduction will be required when hours are eliminated or reduced.
2. Classified hourly positions may perform the work of regular classified positions eliminated through budget reductions or reorganization, under limited circumstances:
 - a) When the affected worker with layoff rights declines the recall to a classified hourly position without waiver of layoff rights;
 - b) Not more than one classified hourly position results from each classified position that is eliminated, unless unavoidable due to program needs;
 - c) The work is offered to and declined by permanent part-time workers whose regular work schedule would allow them to assume the additional hourly assignment;
3. The District may establish new classified hourly positions in accordance with this side letter. New classified hourly positions will be subject to the classified position prioritization process. SEIU will be notified if positions are created outside of the prioritization process cycle. The new classified position request form will include the designation of classified hourly positions along with hours, number of days and dates.

II. Unrepresented Temporary Workers

Work that would normally be assigned to a member of the bargaining unit may be assigned to unrepresented temporary workers only under the following conditions:

1. The District and the Union agree that the following positions are not included as classified hourly positions (and are therefore excluded from the bargaining unit) and the District has the right to continue to hire these positions as temporary, short-term positions:
 - a) Seasonal positions such as cashiers, registration assistants, bookstore assistants, theater production assistants, etc., who are employed for no more than 6 weeks

per semester, or for no more than 45 work days each fiscal year, whichever is greater.

- b) Short-term and temporary employees for limited term projects with a clear beginning and end date.
2. The work is:
 - a. seasonal, to cover peak work loads of not more than 6 weeks per semester, or a scheduled summer or winter session, or
 - b. intermittent for not more than 45 work days per fiscal year, or
 - c. temporary, to cover special, non-recurring projects or assignments with a specific beginning and end date, and assigned for a period not to exceed 175 work days, or
 - d. for non-recurring services performed by means of contracting out, fee for service, grant-funded services, or categorically funded services. These positions shall comply with the California Labor Code and IRS standards for individual contractors and fee for service providers.
3. Also excluded from the bargaining unit are substitute and student workers hired in accordance with the Ed Code.

III. Report

The District will provide SEIU with a report of all temporary or short-term assignments, excluding student workers and other academic positions, from July 1, 2006 through June 30, 2007. This report will be provided to SEIU no later than April 30, 2008. This report will include the following factors:

1. Name of employee
2. Assignment
3. The division and department
4. The number of days and hours worked per pay period, and;
5. Whether the work was performed by an employee hired to substitute for another employee on leave.

The District will meet with the Union for information purposes upon request, and upon completion of these reports.

1. The following Articles shall apply to hourly classified employees as follows:

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| Article 1 | <u>Recognition</u> Effective July 1, 2006, the Local 415 bargaining unit shall include “classified hourly employees” as defined in this side letter between the parties. |
| Article 2 | <u>No Discrimination</u> Article 2 applies to classified hourly employees pursuant to eligibility requirements set forth in state or federal law or District policy. |
| Article 3 | <u>District Rights</u> Article 3 applies to classified hourly employees as written. |
| Article 4 | <u>Union Security and Union Rights</u> Article 4 applies to classified hourly employees as written. |

- Article 5 Personnel Files
Article 5 does not apply to classified hourly employees.
- Article 6 Evaluation Procedure
Article 6 does not apply to classified hourly employees.
- Article 7 Hours and Overtime
Article 7 does not apply to classified hourly employees except for sections 7.5, 7.5.1, 7.5.2, and 7.5.3.
- Article 8 Compensation
Article 8 applies to classified hourly employees except for section 8.7.
- Article 9 Transfers, Promotions and Reassignments
Article 9 does not apply to classified hourly employees
- Article 10 Classification and Reclassification of Positions
Article 10 does not apply to classified hourly employees. Instead, see section I.3 above of this side letter.
- Article 11 Health and Welfare Benefits
Article 11 does not apply to classified hourly employees by its own terms. Instead, see Article 11, Section 11.3.
- Article 12 Holidays
Classified hourly employees are eligible for holidays so long as they meet the eligibility requirements of Article 12.
- Article 13 Vacation Plan
Article 13 applies to classified hourly employees except for sections 13.4, 13.9, 13.10, and 13.11. Section 13.5 applies only to vacation earned and accumulated during the year of termination.
- Example of how to calculate vacation for an hourly classified employee:
Employee has:
1-4 years of service and
works 32 weeks per year, 3 days per week, 5 hours per day.
- $32 \text{ weeks} \times 3 \text{ days per week} \times 5 \text{ hours per day} = 480 \text{ hours per year.}$
- $480/2080 \text{ (100\% employee hours per year)} = 23\% \text{ FTE}$
- 100% FTE receives 12 vacation days per year
12 days x 8 hours = 96 hours per year x 23% =
22 hours per year for this example.
- Article 14 Leaves of Absence: Paid
Article 14 applies to classified hourly employees except for sections 14.12.5 and 14.12.6.
- Article 15 Leaves: Other
Article 15 does not apply to classified hourly employees.
- Article 16 Negotiated Layoff and Reemployment
Article 16 does not apply to classified hourly employees. Instead, see section I.1 above of this side letter.

- Article 17 Grievance Procedure
Article 17 applies only as to the contract sections applicable to classified hourly employees as set forth in this side letter.
- Article 18 Complaints
Article 18 applies to classified hourly employees as written.
- Article 19 Disciplinary Action
Article 19 does not apply to classified hourly employees.
- Article 20 Safety
Article 20 applies to classified hourly employees as written.
- Article 21 Severability
Article 21 applies to classified hourly employees as written.
- Article 22 Waiver of Bargaining
Article 22 applies to classified hourly employees as written.
- Article 23 Concerted Activities
Article 23 applies to classified hourly employees as written.
- Article 24 Duration
Article 24 applies to classified hourly employees as written.
- Appendix A Classified Salary Schedule
Appendix A applies to classified hourly employees as written.
- Appendix B Classified Personnel Pre-retirement Program
Appendix B does not apply to classified hourly employees.
- Appendix C Professional Growth
Appendix C does not apply to classified hourly employees.
- Appendix D Retraining and Study Leave
Appendix D does not apply to classified hourly employees.
- Appendix E Disciplinary Policy
Appendix E does not apply to classified hourly employees.
- Appendix F Vacation Calculations
Appendix F applies on a prorated basis as set forth in this side letter (see reference to Article 13 above).
- Appendix G Family and Medical Leave Policy
Appendix G does not apply to classified hourly employees by its own terms for eligibility.
- Appendix H Welfare Reform
Appendix H does not apply to classified hourly employees.
- Appendix I Labor Management Committee
Appendix I does not apply to classified hourly employees.

For the District:

For the Union:

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Peggy Weaver

Date

Date