

Chabot-Las Positas Community College District
and
Service Employees International Union, Local 790

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (M.O.U.) is entered into between the Chabot-Las Positas Community College District (hereinafter referred to as "the District") and the Service Employees International Union (S.E.I.U.), Local 790 (hereinafter referred to as "the union").

The District and the union agree to the following:

1. The District may identify certain positions for the voluntary movement of certain unit members. The positions may be at the member's current work site or at a different work site within the District. The supervisor of the new position must approve the movement of the unit member to that position. The member's movement may be:
 - a. From his/her current position to a different position in the same classification and same salary range; or
 - b. From his/her current position to a different position in a different classification with the same salary range; or
 - c. From his/her current position to a different position in a different classification with a higher or lower salary range.
2. A one-year, On-the-Job-Training (OJT) and probationary period will be provided for unit members electing to move to a different classification.
3. Within the one year OJT and probationary period, the unit member may elect to return the position he/she occupied prior to the voluntary movement, if the District re-establishes that position.
4. Until the completion of the one-year training period, unit members who accept this voluntary movement will:
 - a. Retain initial anniversary date established for permanent employment with the District;
 - b. Remain in their classification and salary range;

- c. Retain seniority status in his/her current classification, including hours earned during the OJT/probationary period;
- d. Maintain vacation balance.
5. Those unit members who successfully complete the evaluation process (consisting of reviews at the end of the third, fifth, and ninth months of service in the position), during the OJT/probationary period, will be permanently allocated to their new position.
6. Those unit members allocated to a different position in a higher classification will be placed at Step 1 on the corresponding salary range provided a minimum five percent (5%) upward adjustment over the current rate of pay occurs. In the event this does not occur, the unit member will be placed at the next appropriate step that results in a minimum five percent (5%) increase. Those unit members allocated to a different position in a lower classification will be Y-rated (kept the same).
7. A layoff notice, in accordance with the Education Code and the Collective Bargaining Agreement between the District and the union, shall be issued to a unit member who does not successfully in complete the OJT/probationary period.
8. All voluntary movements shall be completed by July 1, 2006.
9. Upon the unit member's permanent placement in the new position the member shall enjoy all rights associated with the collective bargaining agreement.

This Memorandum of Understanding shall go into effect at the time of signing by both parties and shall sunset on June 30, 2007.

Signed and entered into this 13th day of February 2006



Dr. Susan Cota
Chancellor



Greg Carter, Labor Rep
SEIU



Mark Smythe, President
SEIU, Local 790