

Side Letter
 District/SEIU 1021 Joint Labor Management Committee
 June 23, 2015 11AM

SEIU 1021/District Side Letter for Joint Labor Management Committee

1. The District and the SEIU Local 1021, desiring to foster better day-to-day communications, and to achieve and maintain a mutually beneficial relationship through the use of a continuing communications program to effectively maintain stable labor-management relations and avoid controversies, do hereby establish this Side Letter of Agreement for a Joint Labor Management Committee (JLMC).
2. The purpose of the JLMC is to discuss, explore and study problems referred to it by the parties to this Collective Bargaining Agreement (CBA). The JLMC, by mutual agreement, shall be authorized to make recommendations on those problems that have been discussed, explored and studied. The JLMC will function on a consensus model to approve recommendations. When recommendations are reached by the JLMC, they shall be forwarded to the appropriate administrative level with a recommendation that they be considered for implementation.
3. In order to have a frank and open discussion, the JLMC shall have no authority to change, delete or modify any of the terms of the existing District/SEIU 1021 CBA, nor to settle grievances arising under the CBA. In addition, the District and SEIU 1021 agree that ~~all discussions of the JLMC are confidential, and none of the those~~ ^{the} discussions will be work of the JLMC will be subject to grievance, or used as evidence or in argument in grievances, arbitration, and/or litigation.
4. The JLMC shall have the following specific objectives:
 - Foster communication between parties;
 - Serve as a forum to discuss issues of mutual concern;
 - Work to build consensus for joint problem solving and planning where the parties recognize it is best to have a shared position;
 - Maintain the ~~confidence~~ confidentiality of the other party so that representatives for each side can speak freely;
 - Assess the need for any sub-committees of this JLMC;
 - Inform and educate the District community about the concept and benefits of this labor/management partnership, and
 - Make recommendations to the appropriate administrative level, and monitor the progress of such recommendations.

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5. The JLMC ~~may~~ shall be used to discuss specific and ongoing issues such as:
- Workload;
 - Overtime;
 - Time and motion studies;
 - Evaluation procedures;
 - Best practices, and industry standards;
 - Training, career advancement and upward mobility;
 - Improving the quality of service;
 - Productivity;
 - Use of temporary workers, and
 - Other topics mutually agreed upon.
6. The JLMC shall be composed of 8 members, four representing SEIU 1021, and four representing the District. The SEIU 1021 representatives shall include the President of the 1021 Chapter, the Chapter Vice President, one other elected member of the Chapter, and the SEIU 1021 assigned Field Representative or Education Field Director; other Chapter members may be invited as subject experts as needed. The District representatives shall include the Vice-President, Human Resources, and up to three other management representatives appointed by the District. The District may invite other District employees as subject experts as needed. The District Superintendent/President shall attend on a quarterly basis, or more frequently as agreed upon jointly.
7. The Chair of the JLMC shall alternate between the District and SEIU 1021 each month. The representative appointed as Chair shall serve a term commencing with the close of the meeting at which the appointment is announced and continues until the end of the next meeting. The Chair shall prepare an agenda for the meeting and distribute it via email to all members at least two working days prior to the JLMC meeting.
8. Meetings shall be held monthly, on the third Thursday, from 1:00 – 2:30 pm. Interim meetings may be held if mutually agreed to by the JLMC.
9. Meetings shall be conducted in the workplace facility unless otherwise agreed to. Classified employees shall receive paid release time from the District for attendance at these meetings.

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10. The JLMC will remain in existence for the 2015/2016 and the 2016/2017 fiscal years. As of June 30, 2017, the District and SEIU 1021 may mutually agree to extend or end the JLMC. ~~If no agreement is reached the JLMC will end.~~

AGREED TO ON June 23, 2015

BY:

FOR THE DISTRICT'S TEAM:

Karen Furukawa

Karen Furukawa or

Other Designee

FOR THE SEIU, LOCAL 1021 TEAM:

Jordan B. Mead

Jordan Mead

John Shaban

John Shaban

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