

**INITIAL PROPOSAL  
FROM THE  
OHLONE COMMUNITY COLLEGE DISTRICT  
TO THE  
LOCAL790, SEIU,  
FOR THE MAINTENANCE, OPERATIONS AND SECURITY UNIT  
August 2005**

The collective bargaining proposals submitted herein by the OHLONE Community College District Board of Trustees are expressly pursuant to the Educational Employment Relations Act and Article XXXVI, TERM OF AGREEMENT of the Collective Bargaining Agreement between the parties. It is the intention of the Ohlone Community College District Board of Trustees to bargain in good faith over the proposals submitted by the respective parties to the Collective Bargaining Agreement pursuant to the Educational Employment Relations Act.

Any article proposed for amendment by the Exclusive Representative in accordance with Article XXXVI shall be deemed herein to remain unchanged in the Collective Bargaining Agreement unless otherwise expressly stated.

**ARTICLE XIII  
PAY AND ALLOWANCES**

13.18 Article XIII, PAY AND ALLOWANCES, shall remain unchanged except for salary schedules which shall be amended to include the following regarding compensation:

- 13.18.1 Compensation for members of the Maintenance, Operations and Security Unit shall include but not be limited to:
  - 13.18.1.1 salary/wages and longevity
  - 13.18.1.2 salary/wages-fringe impact
  - 13.18.1.3 health and welfare benefits
  - 13.18.1.4 additional costs as related to the implementation of the Agreement.

The District recognizes its obligation to bargain over pay and allowances. The District is currently processing information from the State regarding budgetary allocations and student enrollment for the 2005-2006 school year upon which it would base a compensation offer. Consequently, the District proposes that bargaining on compensation issues be deferred for a brief period of time. A more specific District proposal regarding possible compensation will be propounded as soon as reasonably practical.

**ARTICLE XIV  
HEALTH AND WELFARE BENEFITS**

The District will continue to offer the benefits memorialized in article XIV including medical, dental, vision and life insurance, salary continuation and the early retirement provisions present in the current collective bargaining agreement. Increased costs of these programs for 2005-2006 and subsequent years will not be the obligation of the District unless agreed to in negotiations.

Article XXXVI  
TERM OF AGREEMENT

Article XXXVI, TERM OF AGREEMENT, shall remain unchanged except for the following amendment:

This agreement shall remain in full force and effect up to and including JUNE 30, 2007 and thereafter shall continue in effect year by year unless one of the parties notifies the other, in writing, no later than April 30, of its request to modify, amend or terminate the agreement for the succeeding year. Not later than the 30<sup>th</sup> day of May preceding the 2005-2006 school year, the Union shall submit its proposals for modifications relative to Article XIII PAY AND ALLOWANCES and Article XIV HEALTH AND WELFARE BENEFITS. The District will **present its initial bargaining proposals** not later than ninety (90) days after the Union's submission **of its initial bargaining proposals. Each party may** reopen up to two (2) additional articles of its choice. Requirements contained in 29.2, 29.3 and 29.4 will apply to **additional** articles of its choice. Requirements contained in 29.2, 29.3 and 29.4 will apply to these negotiations.

RESERVATION TO SUBMIT ADDITIONAL BARGINING PROPOSAL

The District reserves the right to submit two additional articles of its choice later in the collective bargaining process.

Executed and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

FOR THE DISTRICT

FOR SEIU LOCAL 790

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