

MEMORANDUM OF UNDERSTANDING
BETWEEN
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND
CHABOT-LAS POSITAS FACULTY ASSOCIATION

April 15, 2019 (Signed May 3, 2019)

In response to the United States Supreme Court Janus Decision, and recent legislative changes to California Government Code Section 3555 et seq., the District and Faculty Association agree that Article 2, “Payroll Deduction”, shall be amended as follows:

2A. Faculty Association as Exclusive Bargaining Representative

All faculty employees shall be represented by the Faculty Association as the exclusive bargaining representative for all faculty in the District, regardless of their status as members of the Faculty Association.

2B. Procedures for Payroll Deduction of FA Dues and other Assessments

The District shall deduct from the monthly salary of all Faculty Association members one hundred percent (100%) of Faculty Association dues, FACCC-EI Contributions, other assessments, deductions or obligations identified by the Faculty Association, in accordance with the Membership Roster provided by the Faculty Association. District payments of all dues, assessments, deductions and other obligations to the Faculty Association shall be on a monthly basis by the fifth (5th) working day of each month following payday.

2B.1 Updates and Changes to Automatic Payroll Deduction

All changes or updates to a unit member’s status as a member of the Faculty Association shall be processed by the Faculty Association. The Faculty Association shall provide the District updates to the Membership Roster by the twelfth (12th) of each month, in order for the dues and/or fees to be deducted from the employee’s wages in that month and remitted to the Faculty Association. The Faculty Association shall retain the right to initiate changes to the deduction rates or amounts, or to other obligations, by requesting to meet and confer with the District.

2B.2 Voluntary Payroll Deductions

The following voluntary payroll deductions will be made for unit members upon notification from the unit member:

- a. Premiums on life, accident, health, or disability insurance, when this insurance is offered to the unit member by reason of membership in any bona fide employee association recognized by the District;
- b. The United Way, Combined Health Agencies Drive (CHAD), and other charitable contributions;

- c. Tax sheltered annuities from plans purchased from the California State Teachers' Retirement System (CalSTRS), California Public Employees' Retirement System (CalPERS), or from approved carriers;
- d. The Chabot Federal Credit Union.

2C. New Employee Orientations and Onboarding of New Faculty

2C.1 Distribution of FA Membership Materials

The District shall distribute Faculty Association membership materials, as provided by the Faculty Association, in the pre-employment packets for all new Full-time and Part-time faculty.

2C.2 Access to Orientations

The District shall provide the Faculty Association access to Full-time faculty orientations. The District shall also provide Faculty Association access to part-time faculty orientations as described in Article 18U. The District shall provide not less than 10 days' notice in advance of an orientation. The structure, time, and manner of this access shall be determined through mutual agreement between the District and Faculty Association, subject to the requirements of Government Code Section 3557. The date, time, and place of the orientation shall not be disclosed to anyone other than the employees, the Faculty Association, or a vendor that is contracted to provide a service for purposes of the orientation.

2C.3 Information on New Faculty Employees Provided to the Faculty Association

The District shall provide the Faculty Association with the following information for any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire:

- a. Name
- b. Job Title
- c. Department
- d. Work Location
- e. Work Email
- f. Work Telephone Number
- g. Home and personal cellular telephone numbers
- h. Personal email address(es) on file with the District
- i. Home Address

2C.4 Information on All Faculty Employees Provided to the Faculty Association

The District shall provide the Faculty Association with the information listed in Section 2C.3, above, for all employees in the bargaining unit at least every 120 days or, alternatively, on a schedule determined through mutual agreement between the District and Faculty Association. (See Govt. Code §3558.)

2C.5 Information on All Faculty Employees who Request Non-Release of Private Information

For bargaining unit employees who request that their private information not be disclosed, only items (a) through (f) in Section 2C.3 above shall be provided to the FA.

2D. Indemnification

The Faculty Association shall indemnify and hold the District harmless from any and all claims, demands or suits, or any other action, or portions thereof, arising due to the organizational security provisions set forth herein. The parties shall mutually select an attorney to provide legal services contemplated by this Section.

2E. Applicable Law

The parties acknowledge that provisions described in this Article may be affected by subsequent changes in California statutes or decisions of appellate courts. In the event that changes are made in relevant statutory provisions, or a California Appellate Court, the Ninth Circuit Court of Appeals, or if the United States Supreme Court issues a decision affecting the law with respect to these provisions, the parties will meet and negotiate about the possible impact of that decision on the provisions of this Article upon the request of either party. Nothing in this Article is intended to limit the rights of any unit member under law, including but not limited to the California Educational Employment Relations Act. (Reference: Government Code Section 3540, et. seq.)

2F. Deduction of Contributions to Faculty Association of California Community Colleges Education Institute (FACCC-EI)

On April 20, 2017, on a District-wide referendum ballot, Faculty voted to enter into Contract Membership with the Faculty Association of California Community Colleges Education Institute (FACCC-EI). Thereby, effective Fall Semester, 2017, all Regular, Contract, Temporary and Part-time Unit Members shall contribute, by payroll deduction, an amount equal to regular FACCC dues, discounted by ten percent (10%), commensurate to the unit member's Full-time or Part-time status. These contributions shall be made in accordance with the parameters agreed to by FACCC and the Faculty Association. Unit members wishing to opt out of this contribution must contact the Faculty Association Membership Chair at their college.

Signed and entered this 3 day of May , 2019

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David D. Fouquet
President, Chabot-Las Positas
Faculty Association

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Ronald P. Gerhard
Chancellor, Chabot-Las Positas
Community College District