



PERALTA COMMUNITY COLLEGE DISTRICT

Agreement Between

The Peralta Community College District

And

Service Employees International Union

Local 1021

Permanent Employees

Contract

July 1, 2015 – June 30, 2018

Berkeley City College

College of Alameda

Laney College

Merritt College

**SERVICE EMPLOYEES INTERNATIONAL UNION - LOCAL COLLECTIVE
BARGAINING AGREEMENT EXTENSION 2015-2018**

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1.1 Acknowledgement

The District recognizes Service Employees International Union (SEIU) Local 1021 and its Peralta Chapter as the sole and exclusive representative of those members of the bargaining unit enumerated in the certification by the Public Employment Relations Board (PERB), certified as of October 3, 1983, Case Number SF-D-110 (R-1A).

Effective March 1, 2007, SEIU Local 790 became SEIU Local 1021.

1.2 Scope of Representation

The scope of representation shall be matters relating to wages, hours of employment, and other terms and conditions of employment.

1.3 All matters not specifically enumerated above are reserved to the Peralta Community College District as the employer and may not be a subject of meeting and negotiating, provided that nothing herein may be construed to limit the right of the District to consult with SEIU Local 1021 on any matter outside the scope of representation.

1.4 Contracting Out

The District will not contract out work if to do so would cause a displacement of bargaining unit personnel as that term is defined in the Definition Section of this contract. The District shall make every effort to insure that bargaining unit work is performed by bargaining unit members. Bargaining unit work shall not be contracted out when no financial advantage would accrue to the District as a result of such action.

1.5 Introduction of Technological Change**1.5.1 Definition of Technological Change**

For the purpose of this Agreement, the term "technological change" shall be understood to mean any major and significant change in equipment, software, hardware, and/or work methods which affects the terms and conditions, employee job retention, or bargaining unit size.

1.5.2 Information Disclosure

The District will, upon written request to the Vice Chancellor for Finance and Administration, make available to the Union the following:

- a. A District statement outlining the reasons for considering the introduction of new technology.
- b. Feasibility studies assessing the cost and benefits of new technology, if available.
- c. Proposed methods of operation of the new system and the task(s) it will perform.

- d. Proposed timetable for the introduction of the technological change. The District will disclose this information in advance of any proposed technological change. This information will be provided in a form that is clear and understandable to the Union.

1.5.3 Negotiations

Upon request from the Union, the District will meet with the Union to negotiate regarding the effects of the proposed technological change(s). The Union and the District shall agree to negotiate on all matters affecting the wages, hours, terms, and working conditions of employment as a result of the technological change.

2.1 All present employees in the bargaining unit, or future employees in the bargaining unit, who are not already members of SEIU Local 1021 shall, within 30 days of the effective date of this Agreement, or within 45 days of their date of employment, become members of SEIU Local 1021, or in the alternative, shall, as a continuing condition of employment, pay to SEIU Local 1021 a service fee in an amount equal to the applicable monthly SEIU Local 1021 membership dues, assessments, and initiation fees uniformly required of employees of the District who are members of SEIU Local 1021. The payments hereunder shall be made by authorized payroll deductions.

2.2 The District, upon receiving a signed statement from SEIU Local 1021 indicating that an employee has failed to comply with the conditions of this Article, shall immediately notify said employee that his/her services shall be terminated at the end of 30 days from the date of such notification, and shall dismiss said employee accordingly.

2.3 If any provision of this Article is invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.

2.4 The District shall deduct from the pay of each employee from whom it receives an authorization the required amount for the payment of SEIU Local 1021 dues or service fees and initiation fees. Check off authorization for SEIU Local 1021 dues, which were executed prior to the execution of this Agreement, shall remain in full force and effect. Checked off dues or fees, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made the reason therefore, shall be forwarded to SEIU Local 1021 no later than fifteen (15) days after such deductions were made.

2.5 If an employee does not have sufficient funds due him/her to provide for the payment of dues or service fees after all other authorized mandatory deductions or garnishments have been made, no such shall be deducted and SEIU Local 1021 shall assume the same responsibility in all cases where no deductions have been made because an employee's earnings are insufficient during any pay period to pay such dues or service fees.

2.6 SEIU Local 1021 agrees that in the event of litigation against the District or employees arising out of the implementation of this Article, SEIU Local 1021 will defend and indemnify and hold harmless to the District, its agents, or employees for any monetary award arising out of such litigation.

3.1 Equal Employment Opportunity

The District and SEIU Local 1021 agree that an effective Equal Employment Opportunity program is beneficial to the District as well as the community. The District and Local 1021 are committed to a policy of equal employment opportunity through a continuing Equal Employment Opportunity program that is consistent with the law. The parties agree and understand that the responsibility for a faculty and staff diversity plan rests with the employer. The employer agrees to comply with applicable federal and state laws regarding Equal Employment Opportunity.

3.1.1 In accordance with Title 5, California Code of Regulations, A District Equal Employment Opportunity Committee shall be formed with a Local 1021 member from each site to meet on release time with the Equal Employment Opportunity Officer.

3.2 No Discrimination

The District is committed to vigorous Equal Employment Opportunity in all aspects of its employment program, including selection, assignment, promotion and transfer. All employees and applicants for employment will enjoy equal opportunity and non-discrimination regardless of race, color, creed, national origin, sex (including pregnancy, childbirth, or related medical conditions, and a strict prohibition against sexual harassment), religion, age, physical or mental disability, marital status, sexual orientation, status as a special disabled or Vietnam-era veteran, medical condition (cancer related or HIV positive, including AIDS/ARC), ancestry, citizenship or political affiliation, family care status, or any other characteristics protected by law. The employer agrees to comply with all applicable federal and state laws prohibiting unlawful discrimination and discriminatory harassment toward employees. Furthermore, the District agrees that there shall be no discrimination, interference, restraints or coercion by the District or any of its agents against any of its employees because of membership in the union or exercise of rights to engage in Union activity. Alleged violations of this Article 3 shall be processed exclusively through the District's discrimination complaint resolution procedures.

The District's policy on non-discrimination appears as Board Policy 3410, which may be amended from time to time.

4.1 Personnel Files

The official personnel file and the official grievance file shall be maintained separately at the District Office.

4.1.1 Employees shall be provided with copies of any derogatory written material ten (10) working days before it is placed in the employee's personnel file. During these ten (10) workdays, the employee shall have an opportunity to respond in writing to such derogatory material and have his/her written response attached thereto. The District shall honor requests for a reasonable extension of this deadline, not to exceed ten (10) additional working days.

4.1.2 Material in personnel files of employees, which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the employee involved.

4.1.3 A review of derogatory material in the personnel file of an employee shall take place during normal District Office business hours and the employee shall be released from duty for this purpose without salary reduction. Employees wishing to review their personnel file under the provision of this paragraph will obtain authorization to be released from duty for that purpose from the first level manager.

- a. Employees may request that a reprimand and warning letter dated three (3) years or more may be withdrawn from their personnel files except for documents involving serious misconduct or negative evaluations and provided there are no disciplinary investigations pending.
- b. For types of discipline other than those specified in section (a), employees may request that derogatory documents in an employee's personnel file dated five (5) years or earlier be "sealed." Management will consider such requests and has the discretion to decide to "seal" the document in question. If the employee is dissatisfied with management's decision, the employee may seek review of any such decision from the appropriate Vice Chancellor, whose decision shall be final. Decisions made pursuant to this paragraph are not subject to the grievance procedure.

Sealed documents may be unsealed and reviewed in the event of investigation of alleged subsequent misconduct and may be utilized by the District in subsequent disciplinary actions or litigation, or when considering a candidate for promotion. They may also be unsealed, reviewed and produced in response to court order.

The "sealing" process is as follows: (a) the District shall respond in writing to the employee, indicating which, if any, of the documents in question shall be

sealed. (b) The responsible District manager shall place documents to be sealed in a manila envelope at the front of the personnel file. The manager shall write on the "flap" of the envelope the date of sealing and the manager's name, and shall then apply transparent tape over the written entry and the flap to secure the envelope.

4.1.4 An employee, upon reasonable notice to his/her supervisor, shall have the right without loss of pay to examine and/or obtain copies of any material from his/her personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved. The employee's personnel file shall be available for examination by the SEIU Local 1021 Field Representative as authorized by the employee. Employees covered by this agreement wishing to review their personnel file shall call the Personnel Office in advance and schedule an appointment to inspect their personnel files.

4.1.5 All personnel files shall be kept confidential. The District shall not disclose confidential personnel file contents except as permitted under "need to know" principles as provided by the law.

4.2 Each new employee shall receive, upon employment, a copy of the collective bargaining agreement.

4.3 The District agrees to provide the Union President on a monthly basis a list of new employees, site locations, and their job classifications. The list may also contain reclassifications, job changes (working out of class or job description changes), retirements and resignations, terminations and other employee separations. Upon written request, the District also agrees to provide a seniority list of all bargaining unit members by site location on an annual basis.

4.4 The District shall schedule new employee orientations on a monthly basis, provided that new bargaining unit employees were hired in the prior month. The Union President or his/her designee shall be available to present union materials.

5.1 A labor and management committee (aka DUPC) including representatives of Local 1021 and Stationary Engineers (Local 39) shall review and approve new evaluation forms.

The following procedure shall be strictly adhered to:

- a. Only the first level manager shall evaluate the employee by means of a performance evaluation. At no time will any classified employee be evaluated by another classified employee or by any faculty member.
- b. For probationary employees: the evaluation will be at the end of the second and the fifth months of service. If an employee's probationary period is extended pursuant to Section 8.16, another evaluation will occur one month before the conclusion of the probationary period. Probationary employees can be released prior to obtaining permanency status. The termination shall not be subject to the grievance procedure.
- c. For permanent employees: the evaluation will occur annually, during the month in which the employee attained permanency in his/her present position, but no later than sixty (60) working days thereafter. Timely evaluations shall cover the preceding 12-month period of employment and should not reach back in time to a prior evaluation period, except for matters under investigation in the 12-month period. Other exceptions shall be subject to agreement by the District and Union. The unit member has the right to submit a rebuttal to an annual evaluation within fifteen (15) working days.

In the event that the unit member was supervised by more than one first-level manager during their evaluation period due to organizational changes or extenuating circumstances, the evaluation shall contain a statement explaining the division of time between first-level managers included in the evaluation. Each first level manager's evaluation shall be limited to the time they supervised the unit member.

- d. For permanent employees returning from a leave, and where the unit member's annual evaluation was to take place while they were on leave, the first-level manager will have the right to conduct the annual evaluation no sooner than thirty (30) working days and within sixty (60) working days after the unit member's return.

For unit members returning from leave and who return after their anniversary/ evaluation date, the unit member can only be evaluated for the time worked during the evaluation period in the previous year.

- e. Upon completing the performance evaluation report, the evaluator shall present it to the employee and discuss it with him/her.
- f. The employee shall then sign the report in order to indicate his/her receipt and he/she shall receive a signed copy.
- g. Only items a. through f. above shall be subject to the grievance procedure. If an employee intends to grieve a. through f. above, he/she must file the grievance, in accordance with Article 21 Grievance Procedure.
- h. If an employee who receives an overall rating of “unsatisfactory” believes that the rating was arbitrary or lacking in factual foundation, then he/she may request the reviewing manager (President/Site Administrator) to conduct an administrative review provided that the request for such review shall be made in writing within fifteen (15) work days of the evaluation conference with the first level manager. The District shall grant an additional five (5) workdays for response if the employee or Union so requests during the initial fifteen (15) day period. The Union may request the attendance of the Vice Chancellor for Human Resources and Employee Relations or his/her designee at this meeting. In conducting an administrative review, the reviewing manager shall review the evaluation and pertinent background material, meet with employee, and as appropriate meet with the evaluator. The decision of the reviewing manager shall be final and shall not be subjected to grievance procedure.
- i. Within six (6) months of the signing of the agreement, the District and Union will convene a committee of three (3) Bargaining unit members, and two (2) District representatives to discuss the performance evaluation forms.

5.2. For permanent employees, where there are performance deficiencies by a unit member, the first-level manager shall provide the employee with a written notice of the deficiencies. A reasonable period of remediation shall be granted before the annual performance evaluation is given and the unit member shall make a reasonable effort to improve their performance in accordance with the performance improvement plan.

If a performance deficiency is noted by a first-level manager, it shall be brought to the unit member’s attention in a specific manner, so as to give the unit member a clear notice of the problem. The first-level manager shall offer suggestions for improvement, may offer training opportunities for improvement, and shall do so in writing. The unit member will then be given a reasonable opportunity to correct the problem before any further action is taken against him/her.

When a deficiency is satisfactorily corrected, the unit member shall be so informed in writing. It shall be presumed that the unit member’s performance continues to be

ARTICLE 5**EMPLOYEE EVALUATION PROCEDURES**

satisfactory, unless the unit member has been otherwise notified in writing of less than satisfactory performance and/or a need to improve.

For the purpose of this Article, the term “performance deficiencies” does not include circumstances involving potential workplace violence or alleged violation of the District’s Unlawful Discrimination and Sexual Harassment Complaint and Investigation Procedures for Employees and Students.

Unit members have the right to rebut a performance improvement plan and submit it to Human Resources within ten (10) working days after receipt of the plan.

6.1 The SEIU Local 1021 Field Representative shall have the right of access at reasonable times to areas in which employees work subject to authorization from the employee's first level manager.

6.2 SEIU Local 1021 shall have the right to use without charge institutional bulletin boards, mailboxes, and the use of the inter-district mail system subject to reasonable regulation; and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by SB 160.

6.3 SEIU Local 1021 shall have the right to conduct one orientation session annually on this Agreement for bargaining unit employees during regular working hours. Such orientation shall not exceed four (4) hours and the time, date and location shall be subject to mutual agreement between the College President/District Administrator and the SEIU Local 1021 authorized representative.

6.4 Support of Agreement

During the term of this Agreement, the District agrees not to negotiate with any other organization on the matters upon which SEIU Local 1021 is the exclusive representative and which is within its scope of representation. SEIU Local 1021 agrees to negotiate only with the representative officially designated by the District to act on its behalf.

6.5 Distribution of Contract

Within three (3) months after ratification of this Agreement by the Board of Trustees, the District shall cause to be printed copies of this contract for distribution to all employees in the bargaining unit and future bargaining unit employees to be hired within the effective period of the contract. The cost of printing the Agreement and any additional required copies shall be born equally by the District and Local 1021.

6.6 Legal, Unrestricted and Non-confidential Information

The Vice Chancellor for Human Resources and Employee Relations or his/her designee will provide, upon reasonable request, to SEIU Local 1021 legal, unrestricted, and non-confidential information. Such data and/or information will be made available in a format that does not require research and/or analytical manipulation; excluded will be all confidential information or material as defined by applicable law. The District will provide electronically to the Union such non-confidential information as is maintained as a "field" in the District's ePAF form. Excluded will be all confidential information or material as defined by applicable law.

7.1 The parties recognize that the efficient operation of the District requires the Union to resolve grievances and/or disputes in a timely manner and that it is the responsibility of all parties involved to assist in the resolution at the lowest possible level.

7.2 The SEIU Local 1021 Peralta Chapter shall furnish the District with an up-to-date list by college site of stewards and chapter officers no later than thirty (30) days after the signing of the Agreement. The Union shall submit amendments to this list in a timely manner as changes occur.

7.3 1.0 FTE release time shall be assigned to the Chapter President or his/her designee(s) to conduct union activities (See Appendix 4).

7.4 The District agrees to grant reasonable release time to duly designated SEIU Local 1021 stewards and/or chapter officers to perform services directly involved in the processing of grievances and disciplinary appeals and for meetings with the grievant and management without loss of pay or benefits. Stewards shall not leave their work location for grievances processing purposes without the prior approval of their first level manager.

7.5 A steward who wishes to be released for the purpose of investigating a grievance or for reasonable preparation tie with an aggrieved employee prior to a session with management shall request such release time from his/her first level manager for an agreed upon specific length of time in order to conclude the investigation.

7.6 The District shall grant two (2) hours per month to the stewards and officers as provided in 7.4 attend stewards council meetings. Prior approval must first be obtained from the first level manager.

8.1 “Bargaining unit seniority” is secured by hours in paid status in a class or classes included in the bargaining unit.

8.2 “Bumping right” is the right of an employee, under those conditions provided by law, to displace an employee with less seniority in the same class District-wide.

8.3 “Class” is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are identical for all positions in a class District-wide.

8.4 “Classification” is a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a statement of the duties required to be performed in each such position, and the regular monthly salary range for each such position.

8.5 “Day” is any day on which the Peralta Community College District administration office is regularly open for business.

8.6 “Demotion” is a change from a position in one Class to a position in another Class that is allocated to a lower salary range without the employee’s voluntary consent.

8.7 “Differential” is a salary allowance in addition to the basic rate or schedule based upon hours of employment.

8.8 “Displacement” includes layoff, demotion, involuntary transfer to a new classification, involuntary transfer to a new location requiring a change in residence, and time base reductions.

8.9 “Domestic partners,” benefits provided by the Kaiser Medical Plan, CoreSource (currently Anthem Blue Cross), and the Delta Dental Plan are extended to domestic partners.

- a. Must submit required documentation outlined in the District’s Documentation Matrix to verify eligibility for each dependent enrolled with health coverage. (See Appendix 6)
- b. Domestic Partner Eligibility:
 1. The two (2) parties residing together have done so for at least six months and intend to reside together indefinitely and share the common necessities of life;
 2. The two (2) parties are subject to the same eligibility requirements governing all other employees who are covered by or applying for health plan coverage. New children, new employees, adoptions, new marriages

- and domestic partnership are all subject to a 30-day limit on the enrollment period beginning on the date of the event;
3. The two (2) parties; not married, eighteen (18) years or older, not related by blood closer than would bar marriage in the State of California, and mentally competent to consent to contract;
 4. The two (2) parties declare that they are each other's sole domestic partner and they are responsible for their common welfare;
 5. The two (2) parties agree to notify the employer if there is any change in the circumstances;
 6. The two (2) parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.
- c. A member of the domestic partnership may end said relationship by filing a statement with the Benefits Office at the District Office. In the statement the individual filing must affirm, under penalty of perjury that: 1) the partnership is terminated, and 2) a copy of the termination statement will be mailed to the other partner unless both have signed the termination statement.
- d. No individual who has filed an "Affidavit of Domestic Partnership" may file another such affidavit until six (6) months after a statement of termination of the previous partnership has been filed with the designated department.
- e. Any person, employer or company who suffers any loss because of a false statement contained in an "Affidavit of Domestic Partnership" for failure to notify the employer of changed circumstances as required in paragraph c. above may bring a civil action to recover their losses, including reasonable attorney's fees.

8.10 "Employee" as used in this Agreement refers to a bargaining unit member covered by this Agreement.

8.11 "First level manager," for the purpose of this Agreement, is the first level manager outside of the bargaining unit who is responsible for the employee(s) in their unit.

8.12 "Hire date" is the first day in paid status.

8.13 "Incumbent" is an employee assigned to a position and who is currently serving in the position.

8.14 "Industrial accident or illness" is an injury or illness arising out of or in the course of employment with the District.

8.15 "Permanent employee" is a regular employee who successfully completes the initial probationary period.

8.16 “Probationary employee” is a regular classified employee who becomes permanent after completion of the six (6) month probationary period, subject to subsections (a.) and (b.) below.

- a. In the event of absence from work for any reason for ten (10) consecutive days or more, the probationary period shall be extended by the duration of the absence. (A “day” is any day on which the District office of the Peralta CCD is open for business). The District shall give the employee notice of such extension.
- b. The District may extend the probationary period for up to six months when it believes that additional time is necessary to assess the employee’s performance. Before deciding to extend, the District will consult with the Union to discuss the basis for and duration of extension.

8.17 “Promotion” is a change in the assignment of an employee from a position in one (1) class to a position in another class with a higher maximum salary rate.

8.18 “Reallocation” is movement of an entire class from one (1) salary range or rate to another salary range or rate.

8.19 “Reclassification” is the upgrading of a position to a higher class as a result of changes in the duties being performed by the incumbent in such position.

8.20 “Restricted employee” is an employee hired pursuant to any local, state, or federally-funded program which restricts employment to persons in low-income groups, designated impoverished areas, and any other criteria which restricts the privilege of all citizen to compete for employment in such positions.

8.21 “Salary schedule” is a series of wage and salary ranges and steps, which comprise the rates of pay for all classes.

8.22 “Salary step” is one (1) of the wage levels within the range of salaries for a class.

8.23 “School year and fiscal year” is July 1 through June 30.

8.24 “Seniority” is based on all hours served in probation/permanent status in the class plus higher classes.

8.25 “Short term employee,” for the purpose of this Agreement, is a person hired for a specific temporary project which, when completed, shall no longer be required.

8.26 “Working hours” all regularly assigned hours in paid status shall be considered working hours.

9.1 Workday/Workweek

For full-time employees the workweek shall consist of five (5) consecutive days, normally Monday through Friday, of eight (8) hours per day and forty (40) hours per week. Each employee shall be assigned a fixed and regular work schedule, which shall not be arbitrarily or capriciously changed.

9.2 Adjustment of Assigned Time

Any part-time employee who works an average of 30 minutes or more per day in excess of his/her regular part-time assignment for a period of 20 consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis.

9.3 Lunch Periods

The District shall provide employees with an uninterrupted lunch period of not less than 30 minutes. The scheduling of the lunch period shall be made by the first level manager in accordance with the needs of the District.

9.4 Rest Periods

The District shall provide one (1) paid fifteen (15) minute rest period for each four (4) hours of work. The scheduling of the rest period shall be made by the first level manager in accordance with District needs. Employees are considered to be under the direction of the District during rest period.

9.5 Overtime

The first level manager shall schedule overtime based on seniority, knowledge and skills in relationship to the assignment. The District will make reasonable efforts to give more than four (4) hours notice with a goal of giving 24 hours notice whenever feasible, e.g., when the need for overtime work on specific projects is known in advance. No employee shall refuse scheduled overtime work provided four (4) hours prior notice is given.

9.5.1 Overtime compensation shall be as follows:

- a. All work in excess of eight (8) hours in any 24 hour period shall be paid for at one and one-half (1 ½) times the regular rate for the first six (6) hours of such excess and at two (2) times the regular rate for the balance of such excess. This provision shall not be applicable when excess hours are required by a schedule adjustment requested by the employee or part of a regular flextime schedule requested by the employee, and subject to the approval of the first level manager. The Union and the District recognize and accept that certain positions in some areas (assessment, registration, and special events such as graduation) necessitate temporary schedule adjustments. The District is committed to giving reasonable notice to employees in such positions of the need to modify their schedules to accommodate college workflow. The SEIU

Local 1021 and the District will create a mutually agreeable list of the positions in the relevant classifications. Any additions to this list must be mutually agreed to as well.

- b. One and one-half (1 ½) times the regular rate of pay for hours worked on the sixth consecutive day of work.
- c. Employees will be compensated at one and one-half (1 ½) times the regular compensation rate in addition to the regular compensation rate when required to work on a holiday.

9.6 Split Shift Differential Compensation

Employees whose assigned shift contains one (1) or more periods of unpaid time whose total exceeds one (1) hour shall be paid in shift differential premium of four percent (4%) above the regular rate of pay for all hours worked.

9.7 Shift Differential

Effective July 1, 1992 for work performed on the swing shift the differential shall be five percent (5%). For work performed on the graveyard or rotating shift the differential shall be seven percent (7%).

9.7.1 An employee who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift for twenty (20) working days or less.

9.7.2 Any employee receiving a shift differential premium shall be paid at the appropriate rate, and all overtime shall be paid based on a regular rate, which excludes the shift differential premium.

9.7.3 Employees who work four (4) more hours after 4:00 p.m. are designated as swing shift employees.

9.7.4 Employees who work four (4) or more hours after 12:00 a.m. midnight are designated as graveyard shift employees.

9.8 Compensatory Time Off

When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within twelve (12) calendar months following the month in which the overtime was worked and without impairing the services required by the District. Compensatory time off shall be granted at the appropriate rate of overtime. If the compensatory time off has not been taken within twelve (12) months after the month in which it was earned, the District shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee's current rate of pay. All provisions of this Article 9.8 shall comply with applicable Federal Labor Standards Act (FLSA) regulations.

9.9 Minimum Callback/Call In Time

An employee required to return to the work-site outside of his/her normal hours shall be compensated as follows:

- a. The employee shall be guaranteed four (4) hours compensation at the overtime rate.
- b. Any work performed in excess of four (4) hours shall be compensated at the actual number of hours at the applicable overtime rate.

9.9.1 No employee shall refuse to return to work under the terms of this provision more than twice in any twelve (12) month period.

9.10 Standby Pay

An employee who is required by his/her first level manager to be available for duty is restricted from travel which would preclude his/her return to duty within one (1) hour, and is required to maintain telephone contact during such period, shall be compensated for four (4) hours at the straight-time rate for every 24 hour period. If the four (4) hour straight-time standby compensation is broken prior to twelve (12) hours, payment of two (2) hours at straight time shall be made.

9.11 Summer Work

- a. When summer work positions are available, bargaining unit member employees employed less than twelve (12) months per year but more than nine (9) months per year shall have first opportunity to fill these positions within their classification provided that such employee notify the District Human Resources Office, in writing, by May 1 preceding the summer in which that employee wishes to work, of his/her desire to fill such available summer work.
- b. Additionally, the District will give consideration to employees having made proper notification to the District of their desire to fill such positions in other classifications. Regular employees working under this provision will be maintained on health and welfare.

9.12 Registration Assignments

Only Admissions and Records staff members shall be required to work registration.

9.13 At Home Contact

When it becomes necessary for an on-duty member or manager to contact an off-duty employee relative to or in conjunction with the continuation of a program or service, an employee or manager may contact an off-duty member for the purpose of requesting information or direction and such off-duty member will be compensated for one (1) hour of compensatory time or overtime. An off-duty member who is contacted after 10:00 p.m. will be compensated for two (2) hours of compensatory time or overtime.

The District manager will make every effort to cover all issues in one telephone call. In the event of repeat calls covering an extended time period when the employee is requested to stand by for follow-up calls, the District will pay for the entire time period at overtime.

The contacted member will fill out a Comp Time and Overtime Report form requesting payment as overtime or compensatory time.

9.14 4/10 Summer Work Schedule

In fiscal year 2012-2013, the union agreed to work a 4/10 Summer Work Schedule beginning June 4, 2012 and ending August 10, 2012.

Any future proposals of a 4/10 Summer Work Schedule are subject to negotiation annually between the District and SEIU Local 1021, and are included in Appendix 6.

10.1 Regular Rate of Pay

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in a five (5) step salary schedule (See Appendix 2).

10.2 Pay Rates**Fiscal Year 2007-08**

The salary schedule shall be increased by a percentage reflecting the effective District COLA as identified and funded by the State. Reopener on any new general fund, growth money and non-designated money coming into the District.

Fiscal Year 2008-09

The salary schedule shall be increased by a percentage reflecting the effective District COLA as identified and funded by the State. Reopener on any new general fund, growth money and non-designated money coming into the District.

“Me Too” Clause (July 1, 2012-June 30, 2015)

If during the duration of this agreement, the District agrees to provide a higher salary increase to another employee group, upon finalization of such an agreement, the District shall provide members of SEIU Local 1021 the same salary increase paid to other employee groups.

Fiscal Year 2013-2014

The District will provide SEIU Local 1021 the equivalent of a three percent (3%) across-the-board salary increase effective July 1, 2013 on the permanent employee's Salary Schedule for fiscal year 2013-2014, only for employees employed with the District on or after July 1, 2013.

In addition, for fiscal year 2013-2014, the District will provide SEIU Local 1021 a one-time sum of the equivalent of one percent (1%) of prior year (2012-2013) PERS earned wages credit. This credit is off the salary schedule and will be used to SEIU to partially offset anticipated Delta Dental employee costs in 2013-2014 (See Appendix 1)

Fiscal Year 2014-2015 (Reopeners)

The District will provide SEIU Local 1021 the equivalent of a three percent (3%) across-the-board salary increase effective July 1, 2014, on the permanent employees' Salary Schedule for fiscal year 2014-2015, only for employees who were employed with the District on or after July 1, 2014, and who were employed by the District as of January 1, 2015. This will replace any re-opener on the allocation of COLA as identified and funded by the State for fiscal year 2014-2015, and any Restoration funding from the State for fiscal year 2014-2015.

Fiscal Year 2015-2016

The District will provide SEIU Local 1021 the equivalent of a three percent (3%) across-the-board salary increase effective July 1, 2015, on the permanent employees' Salary Schedule for fiscal year 2015-2016 only for employees who were employed with the District on or after July 1, 2015. No re-openers on salary for 2015-2016. This will replace the salary schedule being increased by a percentage reflecting the effective District COLA as identified and funded by the State. Reopener on any new general fund, growth money, and non-designated money coming into the District.

Fiscal Years 2016-2017 and 2017-2018 "Me Too" Clause

If during the duration of this agreement, the District agrees to provide a higher salary increase to another employee group, upon finalization of such an agreement, the District shall provide members of SEIU Local 1021 the same salary increase provided to other employee groups.

Fiscal Year 2016-2017

The District will provide SEIU 1021 the equivalent of a 2% (two percent) across-the-board, ongoing on the schedule, base salary increase effective January 1, 2017, on the permanent employees' Salary Schedule for fiscal year 2016-2017 for current SEIU 1021 employees. This will replace the salary schedule being increased by a percentage reflecting the effective District COLA as identified and funded by the State. Reopener on any new general fund, growth money, and non-designated money coming into the District.

Fiscal Year 2017-2018

Effective July 1, 2017, the District shall provide a 1.5% (one and one-half percent) for SEIU 1021 permanent employees, and only for current employees employed with the District on or after July 1, 2017.

This one time increase will be ongoing on the Salary Schedule, if and only if, the District generated 20,000 Resident, For-Credit FTES in the fiscal year 2017-2018, as reported on the Attendance Reports submitted to the State Chancellor's Office.

In the event the minimum FTES increase is below 20,000 Resident FTES, the 1.5% increase in the 2017-2018 Salary Schedule will sunset at 11:59 p.m. on June 30, 2018.

This will replace the salary schedule being increased by a percentage reflecting the effective District COLA as identified and funded by the State. Reopener on any new general fund, growth money, and non-designated money coming into the District.

The District shall publish all salary schedules to accurately reflect what an employee receives as compensation each fiscal year. When salary schedule changes are made, the District shall provide a copy of the changes to the Union.

10.3 Special Payments

The Union may request to meet and discuss the impact of new legislation enhancing PERS members' retirement benefit, within 30 days after enactment of such legislation.

10.3.1 Underpayment

When it is determined that an error has been made in the calculation or reporting in any classified employee's payroll or in the payment of any classified employee's salary, the District shall, within five (5) workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds.

10.3.2 Overpayment

When it is determined by the District that an overpayment has been made to an employee, the District shall notify the employee and document the overpayment.

10.3.3 When an employee receives an overpayment, the employee shall immediately notify the District Payroll Office before cashing the check containing the overpayment to determine if a corrected check can be issued within 24 hours.

10.3.4 The following method will be used for reimbursement:

- a. The employee and the District will attempt to agree on the method of payment.
- b. If agreement on method of repayment is not reached, the following shall be used:
 1. If overpayment has been made in one check, the repayment shall be made in three (3) equal payments.
 2. If overpayment has been made over a series of pay periods, the repayment shall be made over the same number of pay periods but in no case more than six (6) payments.
 3. When an overpayment has occurred and repayment has been made, the District shall, upon request, supply the employee with documentation.

10.4 Promotion

An employee receiving a promotion under provisions of this Agreement shall be moved to the appropriate range and step of the new class to ensure for the duration of a one (1) year period not less than five percent (5%) increase as a result of that promotion, except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

10.4.1 An employee who is placed on Step A shall be moved to Step B after completion of the six (6) month probationary period.

10.5 Mileage

An employee authorized to use his/her vehicle on District business shall be reimbursed at the current federal rate per mile for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee’s normal job site after the completion of District assigned business. The rate of compensation for travel shall be adjusted at the start of each fiscal year to match the IRS rate in effect on July 1.

Request for automobile reimbursement shall be submitted monthly, and no obligation will exist for payment for reimbursement requests that are submitted 60 or more days after date on which they were incurred. To receive reimbursement, a “Transportation Report” must be completed and submitted to the appropriate administrator.

10.6 Longevity

The District agrees to additionally compensate long service as follows, effective July 1, 2007:

| <u>Years of Service</u> | <u>Additional Amount</u> |
|--|--------------------------|
| a. 1 st day of 10 th year of service | \$1,250 /year |
| b. 1 st day of 15 th year of service | \$1,500 /year |
| c. 1 st day of 20 th year of service | \$1,750 / year |

Part-time permanent employees shall receive long service (longevity) on a prorated basis.

10.7 Working Out of Classification

All employees will be assigned within their classification. If an employee is assigned to work out of classification, including in lateral classes, and in lower classifications where the duties are inconsistent with those assigned to the employee on a permanent basis, his/her first-level manager shall, prior to the assumption of such duties, put such assignment in writing and shall indicate the reasons, length and duties of the assignment.

10.7.1 No employee shall be assigned the duties of a classification other than his/her regularly assigned classification for more than 90 working days in any twelve (12) month period.

10.7.2 If assigned duties on a full-time basis which constitute a higher classification, the employee will be placed on the appropriate range for that classification for the entire period he/she is required to work in the higher classification. If assigned duties on a full-time basis in a lateral classification,

which is unrelated to the employee's regular classification for a period of five (5) days or more, the employee is entitled to out-of-class pay for the entire period of the out-of-class assignment.

- a. An employee assigned to work as described in 10.7.2 shall receive five percent (5%) above his/her regular rate of pay or the top step in the appropriate pay range for the assignment if a five percent (5%) increase would exceed the top step.
- b. An employee assigned to work the duties of a lower classification under this Article 10.7 shall not suffer a reduction in salary. An employee subject to such reassignment shall not be eligible to receive out-of-class pay.

10.8 Desk Audits/Classification Studies

A position may be considered for a desk audit/reclassification once a unit member has completed one (1) year in specific position and it can be shown that responsibilities or additional duties at a higher level have been added to the position, which is not reflected in the current job description. For a new unit member, the six-month probationary period and the six-months of regular permanent employment constitute a one (1) year period. A unit member who has submitted a reclassification request may not apply for another reclassification for at least one (1) year from the date the last approved desk audit/reclassification.

Two "window periods" will be opened from May 1 through May 31 and November 1 through November 30 each year to provide unit members the opportunity to submit desk audit/reclassification review requests.

- a. The unit member has the right to submit a desk audit/classification review request to the District's Human Resources Department. The unit member shall submit the Desk Audit form to their first-level manager for acknowledgement purposes only. The first-level manager has ten (10) days to sign the form and forward it to Human Resources, and may include any comments he or she believes to be relevant. It is Human Resources' responsibility to notify the employee, first-level manager, and the Union of the desk audit/classification review results.

The District's Human Resources department shall complete a desk audit/classification review within ninety (90) days after the submission by the unit member, unless an extension is mutually agreed on by the Union and District.

If because of workload or staff absences, the District is not able to meet this timeline the union and the affected employee(s) shall be notified in writing.

- The notification shall include an estimated date for completion of the study.
- b. Incumbents will not have their salary reduced if downward reclassification is implemented.
 - c. If within 30 days following a “desk” or position audit and report by the Human Resources Office, the Union and the District are unable to reach agreement on the appropriate classification and pay rate for position, the following will occur:
 1. The Union and the District will jointly prepare a brief written statement of and reasons for their final position on the classification and pay rate for the position(s) in the study. A copy of this statement will be provided to the other party and to the classification and pay specialist within thirty (30) working days.
 2. The union and the District will jointly select a classification and pay specialist, who has no connection to either the District or the Union, to conduct a hearing on the issues in dispute.
 3. The hearing will be informal and strict rules of evidence will not be required. The purpose of the hearing is to provide an opportunity for both parties to present facts and arguments in support of their position.
 4. The classification and pay specialist shall be limited to selecting either the District’s or the Union’s final proposal. The classification and pay specialist is not authorized to recommend any modification to either final proposal or to recommend a proposed resolution that is different from either the District or Union’s final proposal.
 5. The cost of the outside classification and pay specialist shall be shared on a 50/50 basis. The selection list of the outside classification and pay specialists will be mutually agreeable between the District and Union. The outside classification and pay specialist selection list shall be upgraded every three years in order to obtain current and best-qualified candidates for their expertise in the field of job evaluation. The outside classification and pay specialist shall submit their decision within thirty (30) working days.
 6. Procedural violations of this section 10.8 are subject to the grievance procedure. The outside classification and pay specialist’s resolution of the merits of a reclassification request is not subject to grievance procedure.

10.9 Multi-Lingual Pay

Employees represented by SEIU Local 1021 who are required either by their job description or in writing by their first-level manager to utilize a second language, including Braille or sign language, shall be eligible for a premium pay of \$60.00 per month if the employee utilizes the required skills a minimum of 20 percent (20%) of the employee's working time. This provision does not apply to persons employed as interpreters or instructional assistant/ASL.

11.1 Health and Welfare Benefits (See Appendix 1 for current information and updates.) The District shall provide to each Benefits Eligible unit member and his/her eligible family members, health and welfare benefits. Health and welfare benefits are defined as medical, prescription drugs, dental, vision, employee and dependent life insurance, accidental death and dismemberment, long- term disability, and the employee assistance program (EAP).

11.2 The parties agree that the Fringe Benefits Committee shall continue to study manners and mechanisms which will reduce the impact of health and welfare costs to the District. The Fringe Benefits Committee shall consist of representatives from all shared governance groups including a representative of SEIU Local 1021 to review potential changes and/or modification to health and welfare plans. The role of the Committee shall be limited to making recommendations to the unions and the District. *(Current committee includes several additional members; confidential, retirees, student, etc.)*

11.3 Specific Definitions

All Benefits Eligible members have the right to enroll in the following plans at the time of initial employment or during the open enrollment period. Specific Definitions will be modified as appropriate per the following language:

A. Medical Plans

Individual unit members may select among the following plans as follows:

1. Kaiser Foundation Health Plan.
2. Anthem Blue Cross PPO* “ Lite” plan or such other plan that provides equivalent benefits
3. Anthem Blue Cross PPO* “ Traditional” plan or such other plan that provides equivalent benefits
4. Delta Dental insurance of such other plan that provides equivalent benefits
5. United Health Dental insurance of such other plan that provides equivalent benefits

As used herein, the phrase “at District Expense” means the District will continue to pay the entire premium for the retiree and, where covered, retiree’s eligible spouse or dependents, under the conditions specified herein.

As used herein, the phrase “consistent with the coverage offered to active employees at the time of retirement” means, for example, “no reduced benefits, increased co-pays, or increased deductibles”. The District shall continue to cover

retiree’s eligible spouse or dependents medically necessary or appropriate services, subsequently included within District plans for active employees.

11.4 Components of Coverage

A. Medical Plans

Individual unit members may select among the following plans as follows:

1. Kaiser Foundation Health Plan will be at no cost to the District’s employees.
2. PPO* “Lite” plan (no out of network coverage) will have an employee monthly contribution as follows:

Employee Cost

- | | | |
|----|----------------------|------------|
| a. | Single | \$15/month |
| b. | Two-Party | \$30/month |
| c. | Three-Party (Family) | \$45/month |

3. PPO* “Traditional” plan (out of network coverage) – employee shall pay the difference between the premium cost of the PPO Traditional plan and the premium cost of the PPO “Lite” plan.

*The District self-funded medical plan currently administered by CoreSource.

B. Dental Plans

Individual unit members (employees) may select among the plans as follows:

- a. Delta Dental
- b. United Healthcare Dental

During 2018 and 2019 fiscal year, the parties agree to review the cost of Delta Dental for 2014-2017, and will negotiate costs with the understanding that any cost over the District’s maximum contribution for United Healthcare Dental will be borne by the employee.

- C. No reduction in any benefit that was provided in the immediately preceding agreement shall occur due to failure to include said benefit in this Agreement, unless such reduction is specifically indicated in this Agreement.
- D. There are no changes to the plans that provide Life Insurance and Accidental Death and Dismemberment (AD&D) benefits, the Flexible Benefits Plan, and the Commuter Expense Plan. Annual maximums change

Survivor Rights

1. Upon the death of the employee, the surviving spouse and all dependent children and posthumous children (until all such children would no longer be eligible to receive paid medical benefits had the employee survived) shall receive paid medical benefits consistent with the coverage provided to active employees at the time of the employee's death.
2. Said spouse shall then have the option of buying into the District medical benefits program by the timely payment of premiums as stipulated by the District for the lifetime of the spouse or as long as s/he is eligible under the guidelines identified below.
3. Only the surviving spouse and dependent children (including posthumous children) covered by the employee's medical plan at the time of the death of the employee are eligible for this coverage.
4. In the event of the death of the employee and/or his/her spouse, the dependent children and posthumous children of the employee shall receive paid medical benefits until all such children would no longer be eligible to receive paid medical benefits had the employee survived.
5. If there are no dependent children, the surviving spouse shall have the option of buying into the District medical benefits program by the timely payment of premiums as stipulated by the District for the lifetime of the spouse or until s/he is no longer eligible under the guidelines identified below.
 - a. Eligibility for medical benefits will terminate for the surviving spouse and dependent children upon the re-marriage of the surviving spouse.
 - b. Eligibility for medical coverage will apply only if the surviving spouse and dependent children have no other group medical coverage or if the surviving spouse must pay for other group health coverage. Annual documentation will be required.
4. Eligibility for this benefit replaces COBRA. The surviving spouse and dependent children will not be eligible for COBRA.
5. Eligibility conditions for Retirees health and welfare benefits shall be as follows:

Hired on or after July 1, 2004

1. Vesting for retirement benefits for all employees hired on or after July 1, 2004 will be ten (10) years. Employees retired from regular contract service at the age of 50 or older with at least 10 (ten) years of service shall receive these retiree benefits.

2. Employees hired on or after July 1, 2004 who retire before the attainment of age of Medicare eligibility (currently 65 with minor exceptions) and who have 10 (ten) years or more of service will be able to continue coverage under the Active plan at district expense until s/he reaches the age of Medicare eligibility (currently 65). When they become eligible for Medicare, these retired employees are expected to enroll in Medicare Parts A and B upon proof of notification. No other benefits are available to those retirees who have attained the age of Medicare eligibility (currently age 65). Any spouse or dependent of a retiree currently eligible for benefits during the retiree's lifetime (under the terms of the Local 790 7/1/00-6/30/03 contract) shall be covered under the Active plan at district expense until s/he reaches the age of Medicare eligibility (currently 65), or until s/he is no longer a dependent as defined in the aforementioned contracts. In the event of the death of the retiree prior to the spouse or dependent reaching the age of Medicare eligibility (currently 65), the dependent may purchase the Active plan until s/he reaches the age of Medicare eligibility (currently 65).
3. Employees hired on or after July 1, 2004 who work full-time beyond the attainment of age of Medicare eligibility will remain on the District's medical plans, like any other active employee. Once retired, an employee may elect COBRA (self-pay) on the plan in which they were enrolled. They shall also enroll in Medicare Parts A and B, upon proof of notification from the District. It is the Retiree's responsibility to maintain a current address and telephone number with the District.

Hired before July 1, 2004

1. Consistent with the status quo, employees retiring from the District with ten (10) years of vested service and at the age of 50 or older shall receive these retiree benefits.
2. Mandated Enrollment in Medicare Parts A and B. Retired unit members, upon reaching Medicare eligibility age, shall enroll in Medicare Parts A and B, and notify the District of their enrollment. Employees hired before July 1, 2004 shall become eligible for Medicare by paying District-reimbursed Medicare tax. When such employees reach the age of Medicare eligibility (currently age 65) they shall enroll in Medicare Parts A and B, provided the District pays 100% of the current and future costs of Medicare premiums and continues to provide, at District expense, medical coverage consistent with coverage offered to active employees at time of retirement. The District shall pay or reimburse the retiree for the current and future costs of the Medicare premiums. The District shall pay the Medicare taxes of such employees. After

enrolling in Medicare, no individual shall receive less coverage (for example, reduced benefits, increased co-pays, increased deductibles) as a result of enrolling in Medicare.

3. Active employees hired before July 1, 2004 who are not currently paying into Medicare shall pay Medicare taxes, if they are not at the present time.
4. Any spouse or dependent of a vested, retired employee who was hired prior to July 1, 2004, shall be covered during the retiree's lifetime at District expense under medical coverage that is consistent with the coverage offered to active employees at the time of retirement, or until s/he is no longer a spouse or dependent. The retiree, spouse and eligible dependent shall, upon reaching the age of Medicare eligibility (currently age 65), each enroll in Medicare Parts A and B and the District shall immediately, and thereafter, pay 100% of the current and future costs of Medicare premiums. No individual shall receive less coverage (for example, reduced benefits, increased co-pays, increased deductibles) as a result of enrolling in Medicare.
5. Employees hired prior to July 1, 2004 who work beyond the attainment of Medicare eligibility (currently age 65) will remain on the District's medical plans, like any other active employee. When they retire, they must enroll in Medicare Parts A and B. The District shall immediately and thereafter pay 100% of the current and future costs of Medicare premiums for the employee. No individual shall receive less coverage (for example, reduced benefits, increased co-pays, increased deductibles) as a result of enrolling in Medicare. The employee's spouse and eligible dependents shall enroll in Medicare when eligible and no individual shall receive less coverage as a result of enrolling in Medicare.
6. Survivor Rights: Upon death of the retiree, the surviving spouse and eligible dependent(s) shall have the option of buying into the District Medical benefits program consistent with the coverage offered at active employees at the time of the retiree's retirement by the timely payments of premiums as stipulated by the District for the lifetime of the spouse or until such time as s/he is no longer eligible as defined in language above. This option shall also be applicable to dependent children.

All employees hired at any time

All currently active Benefits-eligible employees hired at any time are eligible to participate in these District-sponsored health and welfare plans:

1. Choice of either the PPO "Lite" or PPO "Traditional" medical plans or a Kaiser health plan (HMO), includes eligible dependents, spouse or domestic partner.

- 2. Choice of either a PPO dental plan or a DMO dental plan, or such other plan that provides equivalent benefits, includes eligible dependents, spouse or domestic partner.
- 3. Life and Accidental Death and Dismemberment Plan, Long-Term Disability Plan, Flexible Benefits Plan, Commuter Expense Plan - Employees may, at their own expense, purchase additional life and/or disability insurance.

Dental Insurance – Delta Dental or United Healthcare DMO Dental Plan or such other plan that provides equivalent benefits.

Life Insurance – District paid.

Long-Term Disability Insurance – District paid.

Vision Benefit

- 1. CoreSource Participants: Under the plan, the plan participant can go to a licensed practitioner for a visual examination. If this practitioner prescribed corrective lenses, then there is a vision hardware benefit available. It is offered on an in and out-of-network basis. In-network: Plan pays 100% up to a \$120 retail allowance for frames (or \$50 In-network: Plan pays 100% up to a \$120 retail allowance for frames (or \$50 wholesale). One pair of standard single vision or standard multi-focal lenses is covered-in-full every 24 months. Contact lenses are in lieu of frames and lenses benefit. Contacts are covered up to four (4) boxes if disposable lenses or a \$150 allowance (the \$150 allowance is applied to the fitting/evaluation fee AND towards the purchase of contact lenses (Contracted vision providers.) contact lenses (Contracted vision providers.)

Out-of-network: If you choose an out-of-network provider, you will be reimbursed up to:

| | |
|---------------|--|
| Exam | \$40.00 |
| Lenses: | |
| Single vision | \$40.00 |
| Bifocal | \$60.00, |
| Trifocal | \$90 and |
| Lenticular | \$90 |
| Frames: | \$45.00 Contact Lenses in Lieu of Eyeglasses (lenses/frames) |
| Elective | \$150.00 (less any network fitting/evaluation fee) |
| Necessary | \$210.00 |

The vision benefit is offered only to those regular employees and their eligible dependents who enroll in the PPO plan. The plan participant will pay any additional costs, if any.

Kaiser (Kaiser Optical Services) Eyewear purchased from Plan Optical Sales Offices every 24 months at a maximum allowance of \$175. The Kaiser Vision Benefit is a rider to the medical plan, and requires a \$10 co-payment for the examination by a Kaiser optometrist. The Kaiser EOC does not limit the number of these visits. The \$10 co-payment is for every plan participant
Employee Assistance Program – District paid

11.5 Conditions

1. Coverage begins on the first of the month following the date of hire, provided the following conditions are met:
 - a. Actual date of hire is prior to the 20th of the month;
 - b. All enrollment forms/on-line elections for health and welfare benefits are received by the District prior to the 20th of the month
 - c. It shall be the member's responsibility to return all enrollment forms for health and welfare benefits to the District by the agreed upon deadline. Failure to do so shall hold the District harmless from any claim made in this period. In any case, all enrollment forms must be received by the District within 30 days of the date of hire. Failure to comply may result in the delay of providing coverage.
 - d. If both husband and wife are employed by the District, they shall each be eligible severally for all health and welfare benefits. The only exception is that the dependent children shall not be covered by both.
 - e. All dependents must be added at the time of employee's enrollment or within 30 days of new birth or marriage or addition of a new dependent. The following plans include dependent coverage.
 1. Medical Insurance
 2. Dental Insurance
 3. Life Insurance
2. The District shall provide a semi-annual orientation with brochures describing each benefit program and provider; information about other insurance that is

available to purchase; and sign off sheet that indicates the new person has been given choices he or she has regarding benefits.

11.6 Domestic Partners

1. As of July 1, 1992, benefits provided by the Kaiser Medical Plan, Anthem/Blue Cross or other medical plan with equal or better benefits and the Delta Dental Plan or other dental plan have been extended to domestic partners. The District will publish procedures for domestic partner enrollment.

11.7 Federal and/or State Actions - Federal and/or State Actions If, during the term of this Agreement, the state or federal government adopts health plan legislation/regulations that affect either the cost and/or benefits received by employees eligible to participate in the District health plans as defined in this Agreement, this Article 11 may be reopened.

11.8 Cash-in-Lieu /Opt-Out Option (Medical and Dental Only)

1. Individual unit members who provide proof of other group medical and/or group dental coverage may decline enrollment into a medical and/or dental plan with the District. Employee will receive a monthly amount of \$225 for medical; flat amount (this reimbursement is an all or nothing option, employee and all eligible dependents (if applicable) must waive off the plan to be eligible for this flat reimbursement amount).
2. In addition to the medical monthly flat reimbursement for waiver of coverage due to other group medical coverage, a flat monthly amount of \$25 for group dental waiver is also available. Again, this reimbursement is an all or nothing option, employee and all eligible dependents (if applicable) must waive off the plan to be eligible for this flat reimbursement amount.
 - Participation in the Opt-Out Option for group medical and/or group dental is 100% voluntary; and
 - The amount is paid on a monthly basis; and
 - The amount is paid on an after-tax basis (taxable income to the employee); and
 - The amount will not be pro-rated to the FTE; and
 - Election of group medical and group dental opt-out is mutually exclusive, the member may elect to opt-out of medical only, dental only, or medical and dental combined.
 - Continues into retirement until the attainment of Medicare eligibility.

Opt- out Election

It is the responsibility of the member to complete the requisite items as indicated below (no exceptions will be provided):

- Cash-in-lieu form; and
- Provide District with written verification of other group medical and/or dental coverage from the insurer within 30 days from the election to participate in the District's cash-in-lieu plan.

11.9 Opt-in

It is the responsibility of the member to complete the enrollment form and submit documentation within 30 days of initial hire, open enrollment or a qualifying event as defined by the Health Insurance Portability and Accountability Act of 1996 (see below).
Qualifying events:

- Marriage, Divorce, Legal Separation, Birth, Adoption, Death, Termination of employment (unit member or eligible dependents);
- Exhaustion of COBRA, Individual no longer resides or works in HMO service area, individual ceases to be a dependent, Plan terminates a benefit plan option, Children's Health Insurance Plan/Medicaid Rule; Meeting or exceeding a plans lifetime maximum on all benefits.

By opting-in, you will receive benefits in effect at the time of the opt-in.

11.10 Me-too Clause

If during the life of this Agreement, the District agrees to provide a higher amount to another employee group for cash-in-lieu of, upon finalization of such an agreement, the District shall provide members SEIU Local 1021 the same amount paid to other employee groups for opting-out.

Re Openers

Any increase or decrease in funding or change in available resources, including but not limited to cost of living and growth monies, the District and SEIU Local1021 agree to re-open negotiations regarding the allocation of these funds.

12.0 Medical Examination

The District agrees to provide the full cost of any medical examination required as a condition of employment or continued employment.

13.1 Leave Provisions

The benefits, which are expressly provided by Article 13, are the sole leave benefits.

13.2 Bereavement Leave

a. A full-time employee shall be granted necessary leave of absence not to exceed four (4) working days, or six (6) working days if out of state (or 200 miles intra-state) travel is required on account of death of any member of his/her immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of this Agreement provided by the governing board of the District. The governing board may enlarge the benefits of this section and may expand the class of relatives listed below as members of immediate family.

b. The immediate family, for purpose of this Agreement, is defined as:

| Of the Employee | Of the Employee (cont'd) | Of the Spouse |
|------------------------|---------------------------------|----------------------|
| Spouse | Uncle | Mother |
| Mother | Nephew | Father |
| Father | Niece | Grandmother |
| Grandmother | Foster Child | Grandfather |
| Grandfather | Ward of the Court | Grandchild |
| Grandchild | Legal Guardian | Son |
| Son | Brother-in-law | Daughter |
| Daughter | Sister-in-law | Son-in-law |
| Son-in-law | Domestic partner | Daughter-in-law |
| Daughter-in-law | Step-child | Brother |
| Brother | Step-father | Sister |
| Sister | Step-mother | Step-child |
| Aunt | First Cousin | |

Any persons living in the immediate household of the employee (except paying tenants). The District may require documentation.

13.3 Jury Duty

An employee shall be granted leave of absence with pay if called for jury duty in the manner provided for by law. Compensation for jury duty shall not exceed normal wages for the day and reimbursement to the District of any monies earned during jury duty, except mileage, shall be made by the member. Employees who report but do not serve on jury duty will return to work for the remainder of their assigned work shift. Those released from jury duty after 12:59 p.m. shall not be required to return to work. The District shall reimburse employees for the cost of receipted parking fees while serving on jury duty.

13.4 Subpoenaed Court Appearance Leave

Leaves of absence shall be granted to an employee who has been served a subpoena to appear in a court case. Request for such leave of absence would be made by presenting the official court summons to the first level manager. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period provided that the witness fee for such leave is assigned to, and the subpoena and court certification is filed with the District. The witness fee assigned to the District does not include reimbursement to the employee for transportation expenses.

13.5 Military Leave

- a. An employee shall be granted military leave in accordance with the provisions of the State of California Military and Veterans Code, Division 2, Part 1, Chapter 7. Request for military leave shall be submitted in writing, accompanied by military leave orders, two (2) weeks prior to the leave starting date except in the case of state or national emergency. While on military leave the employee shall have the option of being placed on:
 1. Military leave without pay
 2. Vacation
 3. Compensatory time
 4. A combination of 1, 2, and 3
- b. The employee shall not be required to reimburse to the District any monies earned while using the aforementioned types of leaves.

13.6 Sick Leave

Employees employed by the District five (5) days per week with full pay for a fiscal year shall be entitled to twelve (12) days leave of absence for illness or injury exclusive of the days they are not required to render service. Day, as used in this article, means the employee's regular workday exclusive of overtime.

13.6.1 Members of the bargaining unit employed less than five (5) days per week and/or less than a full fiscal year are entitled to that portion of twelve (12) days leave of absence for illness or injury as the number of months and/or number of days per week they are employed bears to twelve (12) months.

13.6.2 If a member of the bargaining unit does not take the full amount of sick leave allowed in any year, the amount not taken shall be accumulated from year to year; however, in no case payable upon termination.

- a. Upon retirement from service, a statement of sick leave accrued shall be provided to the employee.

- b. Accumulated sick leave which has been canceled by reason of an employee's layoff, shall be credited back to such employee if the employee returns to District employment within 39 months of such layoff.

13.6.3 Members of the bargaining unit absent due to illness or injury must follow procedures established by their first level manager to notify their department of intent to be absent, the nature of the illness or injury, and the anticipated duration of the illness or injury, not later than two (2) hours after the start of the work-shift in order to be eligible for paid illness or injury leave, or shall document the reason for the inability to do so.

13.6.4 Members of the bargaining unit requesting paid illness or injury leave may be periodically required, at the discretion of the District personnel administrator, to provide medical statements on forms provided by the District. Members of the bargaining unit absent due to surgery, injury or illness and/or absent for more than five (5) consecutive assigned workdays may be required to submit a medical release to their first level manager prior to being permitted to return to work.

13.6.5 At the beginning of each fiscal year, the full amount of sick leave shall be credited to each employee. Credit for sick leave need not be accrued prior to the employee taking such leave. Probationary employees of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible, until the first day of the calendar month after completion of six (6) months of active service with the District.

13.6.6 The rate of pay for sick leave shall be at the same rate the employee would have received had he/she worked that day.

13.6.7 Employees who take time off during the workday for medical or dental appointments shall utilize sick leave for this purposes.

13.6.8 Quarantine Leave: Bargaining unit members shall receive salary in full when quarantined by city, state, or county health officials because of another's illness. If the bargaining unit employee is not ill, no deduction will be made from his/her sick leave.

13.6.9 Sick leave shall be submitted to the District in minimum increments of one (1) hour.

13.6.10 Beginning with the Fiscal Year 1983/84, any employee who does not use any sick leave benefits in the fiscal year shall be granted a bonus of three (3) additional vacation days.

13.7 Personal Necessity Leave

A maximum of seven (7) days of absence for illness or injury leave earned pursuant to the sick leave provision of this Agreement may be used by the employee in case of a personal necessity leave including any of the following, all of which may require documentation:

- a. Death of a member of an employee's immediate family when additional leave is required beyond that provided in the bereavement leave provision of this Agreement.
- b. Accident or illness involving the employee's person or property or a member of the immediate family.
- c. An emergency of a personal nature.
- d. Adoption Leave

13.7.1 Members of the bargaining unit are required to request personal necessity leave from their first level manager no later than the first hour of the work-shift in which the absence is requested. The first level manager may waive this requirement in cases of extreme emergency.

13.7.2 Upon return from a personal necessity leave, bargaining unit members shall be required to complete absence verification forms provided by the District.

13.7.3 Personal necessity leave shall be taken in no less than two (2) hour increments.

13.8 Parental Leave

Employees who are on active employment status may be entitled to parental leave as follows:

- a. A continuous leave of up to one (1) year may be granted to any employee who becomes the parent of a newly born child or legally adopted child up to the age of five (5) years.
- b. Approved parental leave shall not be deducted from the seniority service date. The employee, at this or her option, may request that all or any portion of compensatory time, or vacation leave, that he or she has accumulated, be used.
- c. The foregoing leave shall be granted upon medical certification of pregnancy or the presentation of legal evidence of adoption.
- d. During approved parental leave, after all earned leaves are exhausted, the District agrees to allow health and welfare benefit premiums be paid at group rates by the employee on leave.
- e. Employees on maternal leave shall be eligible to receive extended illness or injury leave under Section 13.12 of this agreement.

13.9 Medical Exams

- a. Members of the bargaining unit may be required to submit to medical examinations, at District expense, at the discretion of the District when there is reason to believe that work performance is affected. No employee shall be subject to a disciplinary action as a result of findings from a mandated medical exam.
- b. If an employee is found to have a drug or alcohol dependence, he/she may be required, as a condition of continued employment to enroll and participate in an assistance program designed to end substance dependence. Any intended disciplinary action may be suspended pending enrollment in a rehabilitation program. Failure to successfully complete the program may result in disciplinary action, up to and including termination. All such cases shall be treated with strictest confidentiality.

13.10 Family Care Leave

Any bargaining unit member who qualifies shall be granted a leave of absence for family case pursuant to the California State Law and the Federal and Medical Leave Act (FMLA).

- a. Any bargaining unit member shall be granted a leave of absence without pay for family care pursuant to the California State Law (Family Rights Act of 1991).
- b. A bargaining unit member may be entitled to take up to a total of four (4) months in any 24-month period for family care leave. The member must provide a health care provider's written certification of a serious health condition of a spouse, child, parent or domestic partner. This certification shall provide the following:
 1. The date on which the serious health condition commenced;
 2. The probable duration of the condition;
 3. An estimate of the amount of time that the health care provider believes the employee needs to care for the person needing care;
 4. A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

13.11 Industrial Accident and Illness Leave

Employees who sustain any injury or illness arising directly out of and in the course and scope of their employment shall be eligible for a maximum of sixty (60) working days paid leave in any one (1) fiscal year for the same accident. This leave shall not be accumulated from year to year. Industrial accident or illness leave will commence on the first day of absence.

13.11.1 Payment for wages lost on any day shall not, when added to an award granted under the worker's compensation laws of this state, exceed the normal wage for the day. Industrial accident and illness leave will be reduced by one (1) day for each day of authorized absence regardless of the compensation award made under the worker's compensation. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the industrial injury or illness occurred for the same illness or injury.

13.11.2 Employees shall be required to serve or have served the District in a paid status continuously for a period of twelve (12) months to be eligible for industrial injury or illness leave.

13.11.3 Industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave will be used. If, however, an employee is still receiving temporary disability payments under the worker's compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave, vacation and other paid leave which, when added to the worker's compensation award, provides for a day's pay at the regular rate of pay.

13.11.4 At any time an employee on industrial accident or illness leave is able to return to work, the employee shall be reinstated in his/her position without loss of status or benefits.

13.11.5 Periods of leave of absence for Industrial accident and illness leave, paid or unpaid, shall not be considered to be a break in service of the employee.

13.11.6 Matters within the jurisdiction of the Workers Compensation Appeals Board, including determination of whether an injury is job related and therefore subject to Workers Compensation, is not subject to the grievance procedure.

13.12 Extended Illness or Injury Leave

Once a year an employee shall be entitled to an extended illness or injury leave of absence paid at the rate of 50 percent (50%) of his/her regular salary for a period not to exceed a maximum of one hundred (100) working days. The District shall pay 50 percent (50%) of the insurance premiums for employees utilizing extended illness or injury leave. An employee may elect to forego such benefit coverage.

13.12.1 The extended illness leave provided in this section shall be used only after the exhaustion of all sick, vacation and other paid leave.

13.12.2 Proof of illness or injury for such leave, acceptable to the District, must be provided by a licensed physician.

13.12.3 The District shall inform the employee in writing of the period of time constituting leave at full pay as well as the period of time during which he/she will be compensated at 50 percent (50%) of regular pay.

13.12.4 This leave shall not be accumulated from year to year.

13.13 Long-Term Disability Leave

The District agrees to continue, during the terms of this Agreement, a long-term disability leave policy.

13.14 Leave Without Pay

A leave of absence may be granted on an unpaid basis to an employee, such leave not to exceed two (2) years. Unpaid leaves used to accept permanent or trial employment elsewhere shall be considered a voluntary resignation by the employee.

13.14.1 Medical, dental, life, and long-term disability insurance carried by the bargaining unit employee through the District may, with the carriers' and the District's approval, be continued at the expense of the employee on leave without pay.

13.15 Break in Service

No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

13.15.1 No period of voluntary unpaid absence for less than 120 calendar days in any twelve (12) month period shall be considered a break in service for the purpose of earning seniority under this Agreement.

13.15.2 If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his/her position or a position in his/her class, he/she shall be placed on a reemployment list for a period not to exceed 39 months. Upon resumption of his/her duties, the break in service shall be disregarded and he/she shall be fully restored as a permanent employee.

13.16 Return to Duty from a Paid Leave

An employee who returns to duty after the exhaustion of paid sick leave or one hundred (100) days extended illness leave shall be reinstated in his/her position, providing that the employee presents a medical certificate authorizing the employee to resume normal work duties.

13.17 In accordance with applicable provisions of the Education Code, an employee who returns to duty from an unpaid leave greater than thirty (30) days shall be reinstated in the following manner:

- a. Be reinstated in a position in his/her same classification if such vacancy exists.
- b. Be reassigned in accordance with seniority.
- c. Be placed on a reemployment list for thirty-nine (39) months.

13.18 An employee returning from any leave of absence greater than 30 days shall notify his/her first level manager and/or the District Human Resources Office of intent to return at least two (2) weeks prior to the expiration of the leave.

13.18.1 An employee failing to return from any leave of absence greater than thirty (30) days within two (2) days of the scheduled return date shall be considered to have resigned.

13.19 SEIU Local 1021 Leave

13.19.1 Three (3) SEIU Local 1021 Peralta Chapter representatives shall each have a maximum of five (5) days of release time to be used for:

- a. Conferences sponsored by SEIU Local 1021 and its affiliates.
- b. Participation in seminars and institutes sponsored by institutions of higher learning and/or governmental agencies or bodies, and
- c. Participation and/or attendance at meetings called by governmental agencies or bodies.

13.19.2 Persons eligible will be the Peralta Chapter President of SEIU Local 1021 and/or his/her designees.

13.19.3 The request for the above-stipulated SEIU Local 1021 leave shall be made at least two (2) weeks prior to the event for which the leave is being requested. The request shall be submitted in writing to the first level manager.

14.1 Eligibility

All employees shall earn paid vacation time according to the provisions of this Article with vacation benefits earned on a calendar year basis.

14.2 Accumulation

Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedule.

14.2.1 Twelve (12)-Month Employee

- a. One (1) through five (5) years:
Ten (10) days vacation (.83 days vacation for each month of service)
- b. Six (6) through Ten (10) years:
Fifteen (15) days vacation (1.24 days vacation for each month of service)
- c. Eleven (11) years and over:
Fifteen (15) days vacation, plus one (1) additional day of vacation for each additional year of service after ten (10) years not to exceed a maximum of twenty (20) days at the completion of fifteen (15) years of service.

14.2.2 Proration

Employees working less than twelve (12) months per year shall be granted vacation leave on a prorated basis as the number of months they are employed bears to twelve (12 months).

14.3 Vacation Pay

- a. Pay for vacation days for all employees shall be the same as that which the employee would have received had he/she been in a working status.
- b. A unit employee working eleven (11) months or less is entitled to receive pay for earned but unused vacation days accrued during the current year if a written request was submitted in accordance with Section 14.7 and the request was denied.
- c. Employee shall be paid by the end of the funding period (Applies to categorically funded programs).

14.4 Vacation Pay Upon Termination

When an employee is terminated for any reason after the completion of probation, he/she shall be entitled to all vacation pay earned and accumulated up to and including

the effective date of the termination and said payment shall be made on a supplemental check within fifteen (15) working days of the last day worked.

14.5 Vacation Postponement

If an employee's vacation becomes due during a period when he/she is on paid leave due to illness or injury, he/she may request that his/her vacation date be changed. The District may grant such request in accordance with vacation dates open at that time. The employee may request to have his/her vacation rescheduled in accordance with the vacation periods open at that time or may request to carry over his/her vacation to the following year.

14.5.1 If for any reason an employee is not permitted to take all or part of his/her annual vacation, the amount not taken shall be accumulated for use in the following year.

14.6 Holidays During Vacation

Holidays falling in an employee's regularly schedule vacation period shall not be counted as vacation days, but shall be in addition thereto.

14.7 Vacation Scheduling

Vacation periods of four (4) working days or more shall be requested by employees at least 30 days prior to the planned vacation. Except for emergencies, requests for three (3) days or less shall be made at least five (5) working days in advance. All vacation requests are subject to the approval of the first level manager. Denial, modification, or scheduling of vacation by the first level manager is to be done reasonably based on service needs and the seniority provisions of this Article.

14.7.1 If there is any conflict between employees who are working under the supervision of the same first level manager as to when vacations shall be taken, the conflict shall be resolved on the basis of employee seniority.

14.7.2 Each employee is expected to request sufficient vacation each year so that the total vacation including vacation carried over from one fiscal year to the next fiscal year does not exceed an amount equal to two (2) times the annual vacation earnings entitlement as to the end of the most recently completed fiscal year. If an employee does not request sufficient vacation leave to meet the accrual limited, the employee's first level manager will schedule the employee for sufficient vacation leave such that the employee's total vacation leave balance is at or less than two (2) times the employee's annual vacation earnings entitlement.

Example:

Employee earns ten (10) days per year vacation. Employee can carry over ten (10) days and earn ten (10) additional days for a total of twenty (20) days.

Employees, who accumulated more than two (2) times their annual vacation earnings entitlement prior to the date this Agreement is signed, retain their accumulated days. Each work site (college campus or District Administrative Center) shall have available for review by each employee the leave transaction information necessary for the employee to know his/her vacation leave balance as of July 1 of each year. In addition, a notice reminding employees to check their vacation leave balance shall be posted in a prominent location at each work site.

14.8 Interruption of Vacation

The Governing Board of the Peralta Community College District may allow bargaining unit members to interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided the employee supplies adequate notice and relevant supporting information regarding the basis for such interruption of vacation.

15.1 Scheduled Holidays

The District agrees to provide all employees in the bargaining unit with the following paid holidays:

- a. New Year's Day – January 1
- b. Martin Luther King's Birthday – Third Monday in January
- c. Lincoln's Birthday – The Friday before the President's Holiday
- d. President's Birthday – Third Monday in February (formerly Washington's Birthday)
- e. Cesar Chavez Birthday – March 31
- f. Malcolm X's Birthday – May 19 (exact date to be negotiated based on Academic Calendar)
- g. Memorial Day – Last Monday in May
- h. Independence Day – July 4
- i. Labor Day – First Monday in September
- j. Veteran's Day – November 11
- k. Thanksgiving Day – Fourth Thursday in November
- l. Day After Thanksgiving – The Friday following Thanksgiving Day
- m. Christmas Eve Day – December 24
- n. Christmas Day – December 25
- o. Holiday Closure – Three working days between Christmas Day and New Year's Day
- p. New Year's Eve Day – December 31
- q. Two (2) Annual Floating Holidays shall be granted upon 30 days advance request to employee's supervisor.

Floating holidays for SEIU Local 1021 employees are granted on a calendar year basis, and must be used within the 12 months of the allocation (January 1 through December 31), or the days will be lost. These days are not cumulative.

15.2 Additional Holidays

- a. The Governor, in appointing any other day for a public fast, Thanksgiving, or holiday, may provide whether the public schools shall close on that day. If the Governor does not provide whether the public schools shall close, they shall continue in session on all special or limited holidays appointed by the Governor, but shall close on all other days appointed by the Governor for a public fast, Thanksgiving or holiday.
- b. If the President or any act of Congress declares a national holiday, such as holiday shall be observed prospectively under Section 15.1 of this Agreement. The public schools shall close on every day appointed by the President as a public fast, Thanksgiving or holiday unless it is a special or limited holiday (8/11/1997).

15.3 Holidays on Saturday and Sunday

When a holiday falls on a Saturday, the preceding workday, not a holiday, shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday, not a holiday, shall be deemed to be that holiday.

15.4 Substitute Holiday

An employee required to work a workweek which causes the loss of a holiday to which he/she would otherwise have been entitled shall be assigned a substitute day off within five (5) days of the holiday; the substitute day off to be mutually agreed upon by the employee and the first level manager.

15.5 Holiday Eligibility

An employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

15.6 Christmas Closure Days

Employees shall receive three (3) Christmas closure days per year, non-cumulative to be used only for Christmas Closure.

16.1 Temporary Transfers

Transfers of employees from one work location to another on a temporary basis may be initiated by the District's management at any time such transfer is judged to be in the best interest of the District but shall not exceed thirty (30) working days in any fiscal year without written consent of the employee. The employee affected by such transfer shall be given notice as soon as administratively practical and a conference will be held between the appropriate management person and the employee in order to discuss the reasons for the transfer.

16.2 Lateral Transfers

A lateral transfer is from one position to another position in the same classification, when a position becomes available. If there is more than one (1) permanent lateral transfer applicant District-wide, the receiving institution shall select from the internal applicants.

16.2.1 Probationary employees are not eligible for voluntary transfers. Denial of a transfer request shall not be subject to the grievance procedure.

16.3 District Initiated Transfer

If due to service requirements, program changes, or changes in service delivery, the District finds it necessary to transfer a bargaining unit employee, the District shall first seek volunteers in the appropriate classifications. If there are no volunteers, the transfer(s) may be made by selecting employees in inverse order of seniority among employees competent to perform the assignment. The Union shall be given notice of proposed transfers. Upon Union request made within ten (10) days of receiving notice, the District and Union will consult in good faith over the District's decision before the District arrives at a final course of action.

16.4 Arbitration

If there is a disagreement over whether a District initiated transfer is based on the reasonable application of criteria such as service requirements, program changes, or changes in service delivery, the Union may appeal the action to arbitration within 30 days from the date the Union became aware of the transfer action. The arbitration procedures under this Article are designed to expedite the process. Accordingly, the following procedures will apply:

- a. After the initial discussions, the Union and the District will each prepare a written statement of how the facts relate to the Agreement and will submit a copy to the other party.
- b. The Union and District will meet to attempt to develop a joint statement of facts and issues.

- c. If the Union and the District are unable to agree on a joint statement, each will submit a separate written statement to the arbitrator.
- d. The arbitrator conducts a hearing during which he/she asks questions and listens to statements, which are limited to the facts and opinions contained in the written statement(s) submitted by the parties.
- e. Neither the Union nor the District will submit post-hearing briefs.
- f. The arbitrator shall render an award within thirty (30) days following the close of the hearing. The District shall adopt the arbitrator's award.
- g. The arbitrator's fee for hearing disputes under this Article shall be paid by the District.

17.1 Definitions

The following definitions apply to this Article:

17.1.1 “Promotion” shall be defined as a change in job classification to a classification at a higher salary range than the employee’s current range and subject to the procedure of this Article.

17.1.2 “Job related” shall be defined as pertaining to or directly related to skills necessary in an employee’s current classification.

17.1.3 For purposes of Article 17 of this contract **“outside applicant”** shall be defined as any person who is not a permanent employee in the District in a classification represented by SEIU Local 1021 and who applies for a vacancy within the bargaining unit.

17.1.4 “Employee development” shall be defined as the process of developing and improving skills useful within an employee’s current classification and career development within the District through means of specific training activities.

17.2 Promotion Procedure

All vacancies in classifications represented by SEIU Local 1021 shall conform with this Article so that they are accessible to promotion by permanent employees in the bargaining unit.

17.2.1 Posting of Vacancies

When a vacancy exists in the bargaining unit classifications, the District agrees to post an announcement of the vacancy giving all pertinent details of the position and procedures for applying for the position. The announcement shall list the job specifications and minimum requirements necessary for consideration of an applicant, the location of the position, hours, salary schedule, and description of job duties. The announcement shall be posted on bulletin boards in all District locations in prominent locations at all work-sites and mailed to all SEIU Local 1021 stewards at their job locations at least ten (10) working days before the application deadline for temporary vacancies and ten (10) working days before the applications deadline for permanent vacancies.

17.2.2 Posting and Filling of Temporary Vacancies

- a. When a temporary vacancy exists in the highest classifications of SEIU Local 1021, the District agrees to post an announcement of the temporary vacancy to allow District employees an opportunity to work out-of-class to gain knowledge and experience for career advancement. The following guidelines will govern this section.

1. A temporary vacancy is a vacancy funded by the District general funds, child care, EOPS and Lanterman funds in a bargaining unit classification for sixty (60) days or more. Vacancies which the District intends to advertise and fill immediately do not fall within this category. If a temporary vacancy extends beyond ninety (90) days, it shall be posted within five (5) days.
 2. Employees applying for a temporary out-of-class assignment must meet the minimum qualifications for the position posted and must apply using a District application form within the time period stated on the announcement.
 3. The District shall, within five (5) days of the deadline date, certify each applicant who meets the minimum qualifications.
 4. If there are more than three (3) qualified applicants, the District may select from these qualified applicants. If there are three (3) or less qualified applicants, then the most senior qualified applicant shall be selected.
 5. The District may hire an outside applicant only if there are no internal candidates who meet the minimum qualifications.
 6. An employee working out-of-class can be terminated from the temporary position for reasonable cause as stated under Article 22.4. The employee would then regain his/her former position at the appropriate pay level before the out-of-class assignment. The employee shall suffer no loss of classification seniority in his/her original position as a result of filling a temporary vacancy.
 7. Employees who have a complaint regarding the filling of a temporary vacancy can file a grievance with the Vice Chancellor for Human Resources and Employee Relations, or their designee, at the District Office. Record of such grievances shall be kept separate from an individual's personnel file and will be treated in strict confidentiality.
- b. The above conditions are in addition to Section 10.4 of this Agreement. The District does not guarantee a permanent promotion to the employee working in an out-of-class assignment.

17.2.3 Filling Permanent Promotional Vacancies

- a. When there are three (3) or more qualified internal applicants for an existing promotional position, one (1) of the three (3) applicants shall be chosen for the position. In the event there are three (3) qualified internal applicants, the provisions of 17.2.5, Screening Committee, shall be unnecessary. When there are fewer than three (3) qualified internal applicants for an existing promotional position, the selection procedure shall be opened to external recruitment and all qualified applicants shall be treated in accordance with 17.2.4 below.
- b. In the event the District determines an internal applicant is not qualified for an existing promotional position the District shall notify the Union of such decision within five (5) days, in writing, stating the reasons for the decision. Upon the Union's request, the District will meet and confer on said decision prior to posting the position for outside applicants. The decision of the District shall not be subject to the grievance procedure.
- c. An hourly or short-term employee represented by the bargaining unit shall be considered an Internal Applicant when he or she has been employed by the District at any time within the past year, as referenced from the date at which the applicant submits his/her formal application for employment according to District-specified employment protocols.

17.2.4 Open Competitive Promotional Process

- a. If there are not enough qualified applicants to hire through the internal hiring process outlined above, the following process shall apply:
 1. The Chairperson of each screening committee will be given a list of applicants in which internal applicants will be identified.
 2. **Rule of Three:** The names of the candidates with the top three (3) scores shall be forwarded to the appointing authority for consideration. In the event of a tie, four (4) names may be submitted.
- b. Only affirmative action requirements may dictate an exception to the rule of three, as outlined above. When the District determine such affirmative action requirements are present, the Equal Employment Officer shall notify the Union and, upon request, furnish documentary proof.

17.2.5 Screening Committees

Participation of a Bargaining Unit member appointed by the SEIU Local 1021 Peralta Chapter President, or his/her designee, shall be guaranteed on the Screening Committee for SEIU Local 1021 positions. The District shall inform the SEIU Local 1021 Peralta Chapter President of its intent to establish a screening committee no later than four (4) working days before the screening committee is to be convened so that the selection of a Local 1021 bargaining unit member to serve on the Screening Committee may be made on a timely basis.

17.2.6 SEIU Local 1021 Appointee Disagreements with Hiring Committee

In the event the SEIU Local 1021 appointee(s) on the Hiring Committee have a concern regarding potential conflict of interest or other improper conduct by member(s) of the Hiring Committee, he/she should immediately report this concern directly to the Vice Chancellor of Human Resources and Employee Relations or his/her designee in writing, but no later than two (2) working days after the incident which gave rise to the concern. If the matter is not resolved with the Vice Chancellor for Human Resources and Employee Relations or his/her designee, the Board shall request the matter be heard in executive session by the Board of Trustees. When a meeting to discuss this matter is scheduled by the Board of Trustees in executive session, the SEIU Local 1021 member on the Hiring Committee may be accompanied by a SEIU Local 1021 representative to settle the disagreement.

17.2.7 Notice of Selection

Each applicant from the bargaining unit and the SEIU Local 1021 Peralta Chapter President shall be notified that the position has been filled. The SEIU Local 1021 Peralta Chapter President shall be provided with the name of the appointed applicant at the same time.

17.3 No Discrimination

The District and its agent or agents shall in no way discriminate against, discourage, obstruct, harass any employee who applies for a vacancy or who participates on any screening committee or on any applicant's behalf as an appointed agent of SEIU Local 1021.

17.4 Employee Training

- a. All classified employees shall be eligible for reimbursement for tuition at PCCD for training that is approved by the District and for training that is mutually acceptable to the employee and his/her first-level manager.
- b. Employees shall be encouraged to attend PCCD courses and District educational programs, which would enhance their job skills or qualifications for promotion. Employees selecting courses scheduled during working hours shall, where possible, be granted flexible hours to accommodate their class schedule.

- c. Employees shall be eligible to submit plan for educational leave to the Vice Chancellor for Human Resources and Employee Relations. Upon the Vice Chancellor for Human Resources and Employee Relation's approval, the employee shall be allowed to take an unpaid leave of absence not to exceed two (2) years, with a right to their original classification, if there is an available position.
- d. The Vice Chancellor for Human Resources and Employee Relations, or his/her designee, shall make known to employees through the Employee Relations flyer, conferences, and educational seminars held locally, regarding job skills development.

17.5 Substitute Workers for Permanent Appointments

The District shall recruit and fill vacancies and shall be allowed to hire a substitute worker to fill a vacant bargaining position for a maximum of ninety (90) calendar days while recruitment and screening procedures are taking place.

18.1 The District agrees to comply with Education Code Section 88127 and 88014, and other applicable laws and with corresponding decisions and with courts of appropriate jurisdiction as those decisions and as the Education Code relates to the subject of layoff and reemployment.

18.2 The parties herein establish a methodology to administratively determine the layoff order of employees hired (other than employees on probation in the class) into the same class of the same date.

18.3 Notification Rights

Permanent classified employees affected by layoff shall be notified by certified mail at the last known address no less than 60 calendar days from the date of postmark of the certified letter. All notices of layoff shall be issued to the Union simultaneously with notice to the affected employee. Any layoff notices sent to the Union shall include an up-to-date District-wide seniority list and a list of all vacancies authorized for filling.

18.4 Seniority Rights/Order of Layoff

Layoffs shall be based on seniority within the District. Seniority is determined by the number of hours in a paid status in bargaining unit classifications, including permanent, probationary, as well as leaves of absence for obligatory military service and appropriate paid leaves while an employee of the District. Less than full-time service will be calculated as equivalents of full-time service, i.e., one half (1/2) time for three (3) years will 1.5 years.

18.4.1 If two (2) or more employees on the seniority list have an identical seniority service date, the tie shall be broken in the following order:

- a. Time in classification – The employee having less time in the class shall be released first.
- b. By lot to permanently establish order of seniority. A Union representative shall be present at the drawing.

18.4.2 It is understood that layoffs shall in no way be used as a substitute for normal disciplinary procedures, including as a means to “fire” marginal or unpopular employees.

18.5 In the event SEIU Local 1021, upon receipt of the layoff letter, is in disagreement with the employee chosen to be laid off, SEIU Local 1021 may, within five (5) working days, so notify the District of the disagreement, and the District will, within five (5) working days, allow SEIU Local 1021 to review the facts upon which the decision was based.

18.6 It is understood that employees hereby give their SEIU Local 1021 representative access to review the facts upon which the District's decisions was made when such decision is questioned by SEIU Local 1021.

18.7 With the exception of probationary employees, all layoffs are subject to the grievance procedure contained in the collective bargaining agreement.

18.8 When an employee is qualified for retreat into more than one classification, the options shall be discussed with the employees for the purpose of determining the employee's assignment or layoff.

18.9 The retreating employee has a right to be retained at their current salary rate of pay in conjunction with the new classification. However, in no case in excess of the salary of the classification from which they are retreating.

19.1 District/Union Partnership Committee

The District and the Union shall form the District/Union Partnership Committee to continue to improve communication, to enhance employee job satisfaction at the workplace, and to address issues of mutual arising during the term of this Agreement.

The Committee shall comprise of three (3) District personnel and three (3) Union representatives and shall meet on a quarterly basis. Each party shall also designate three (3) alternates.

Both parties shall exchange and agree on agenda items at least one (1) week prior to meeting. The District may wish to invite appropriate management personnel to the meeting to further discuss issues of mutual concerns.

20.1 District Compliance

The District shall create a District-wide working environment free of hostility and intimidation pursuant to Board Policy 7380 and Administrative Procedure 7380: Ethics, Civility and Mutual Respect, or any subsequent related policy approved by the Board of Trustees. The District shall conform to and comply with all health, safety, and sanitation guidelines.

- a. No employee shall be forced to do work which violates Cal-OSHA or Labor Code Standards.
- b. The District must provide a safe and healthful work-place. The District is required to do the following:
 1. Provide and promote the use of safety devices and safeguards to reasonably assure employee's health and safety.
 2. Use methods and processes which are reasonably adequate to insure employee's health and safety.
 3. Inform employees about harmful substances in the work place.

20.2 Health and Safety Committee

A District Health and Safety Committee shall be formed with a SEIU Local 1021 member from each site to review health, safety, sanitation and working conditions. Safety violations and recommendations shall be forwarded to the District Risk Manager within seven (7) days.

20.2.1 The SEIU Local 1021 members shall be appointed by the President of the Peralta Chapter of SEIU Local 1021.

20.2.2 The committee meetings will take place on a quarterly basis. Employee members shall be advised of meetings at least three (3) days in advance of meeting dates and shall be furnished with an agenda at such times. Employee members may have specific items placed on the agenda. Copies of minutes of each departmental meeting shall be distributed to members of the committee.

20.2.3 The Safety Committee shall have authority and obligation to inspect work locations and equipment in regard to safety and health considerations. The safety inspection team shall consist of the committee chair and two (2) members of the Safety Committee to be chosen by the committee. The inspection team may have written recommendations for safety and health improvements and the department involved shall give a written response as to corrective measures within fifteen (15) working days or sooner. The committee chair and the Safety Committee shall determine when a situation requires immediate response. The Safety Committee shall have the authority to investigate and report on all materials which may be hazardous that are currently being used by District employees.

20.3 Released Time

The members of the Committee shall be allowed reasonable release time to attend Committee meetings.

20.4 No Discrimination

No employee shall be in any way discriminated against as a result of reporting any work condition believed to be unsafe.

20.5 Safety Precautions

Each bargain unit employee shall observe normally acceptable safety precautions in the performance of his/her assigned duties.

20.6 VDT (CRT) Safety and Health**20.6.1 Rest Breaks**

Employees who use a VDT (CRT) for five (5) or more hours in a workday shall be entitled to one additional fifteen (15) minute break. No employee shall work more than one (1) hour, 45 minutes continuously at a VDT (CRT) without a break.

20.6.2 Pregnancy Job Transfer

Operators who become pregnant may request a transfer from VDT (CRT) operation within two (2) days after verification of pregnancy by the employees' physician. Transfer request will be to another position with the District. These requests will be a matter for discussion between the Local 1021 Business Representative and the Vice Chancellor for Finance and Administration or his/her designee.

20.6.3 Eye Exams

After 20 months of service with the District, an employee may request an examination if that employee has operated a visual terminal 60 percent (60%) of the time during his/her preceding 20 months of employment. The request for examination by an appointed optometrist may be made each 20 months after the initial examination by the appointed optometrist, if the employee during the preceding year has been assigned to 60 percent (60%) of his/her employment as a CRT or visual screen operator. Requests for reimbursement should be submitted to the Risk Management Office.

20.6.5 Inspection of Machines

The District agrees to inspect each machine in use on a regular basis and to maintain all equipment in proper repair and working order.

20.7 Duplicating Machines and Autoclave Ventilation

All duplicating machines and autoclave locations shall have adequate air ventilation including either:

- a. Direct window access to outside or,
- b. A functioning air ventilation system.

20.8 Flashing “Fire Alarm Warning Lights” shall be installed at Laney College in the cafeteria, B-259, and the Disabled Student’s Center for the safety of hearing impaired students and staff.

20.9 Heating, Ventilation and Air Conditioning

The District will maintain building heating, lighting, ventilation and air conditioning systems in proper working order.

20.10 The District shall take appropriate steps to ensure that the proper equipment for handling blood or bodily fluids is available at all work-sites. Biology laboratory and child care employees shall receive training and proper equipment for the handling of blood or bodily fluids.

20.11 CPR Training

The District shall sponsor a CPR training session at each of the four (4) major college locations. Employees shall be encouraged to attend.

20.12 Workshop

The District and Union will jointly conduct workshops for all unit employees on Health and Safety issues at least twice each year. These workshops will include information on the ergonomically correct use of office equipment such as chairs, VTD screens, keyboards, etc.

21.1 Definitions

21.1.1 A ***grievance*** is any complaint of a member of the bargaining unit involving the interpretation, application, or alleged violation of this Agreement. Excluded from these procedures are those matters so indicated elsewhere in this Agreement.

21.1.2 A ***grievant*** may be any member of the bargaining unit covered by the terms of this Agreement or the grievance may be SEIU Local 1021 on behalf of a member or group of members.

21.1.3 A ***day***, for the purposes of this grievance policy, is any day on which the PCCD administration office is regularly open for business.

21.2 Informal Stage

Before filing a formal written grievance, the grievant shall attempt to resolve the grievance informally with his/her first level manager within forty-five (45) days from the date of the occurrence of the act or the alleged grievance might reasonable have become known to the grievant. If the grievance is not satisfactorily adjusted informally, the grievant may proceed to the formal stage.

21.3 Formal Stage**21.3.1 Level I**

21.3.1.1 If the grievance is not resolved within ten (10) days following the conclusion of the informal conference, the grievant must present such grievance in writing on a form provided by the District to his/her first level manager and a copy to the Vice Chancellor of Human Resources and Employee Relations or his/her designee.

21.3.1.2 The written statement shall be a clear, concise statement of the grievance including specific provisions of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference and the specific remedy sought.

21.3.1.3 Either party shall be entitled to a personal conference on request. The first level manager shall communicate a decision to the grievant with a copy to the Vice Chancellor of Human Resources and Employee Relations or his/her designee in writing within ten (10) days after receiving the grievance and such action will terminate Level I. If there is no response, the grievance moves to Level II.

21.3.2 Level II

21.3.2.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the College President or his/her designee and at the District Office to the Vice Chancellor of Human Resources and Employee Relations or his/her designee within five (5) days after the termination of Level I.

21.3.2.2 This statement shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal. The grievant or the College President or his/her designee and at the District Office the Vice Chancellor of Human Resources and Employee Relations or his/her designee shall be entitled to a personal conference on request.

21.3.2.3 The College President or his/her designee and at the District Office the Vice Chancellor of Human Resources and Employee Relations or his/her designee shall communicate a decision within fifteen (15) days after receiving the appeal and such a decision will terminate Level II.

21.3.3 Level III

21.3.3.1 Chancellor's Review: If the grievant is not satisfied with the results of his/her grievance at Level II, he/she may continue to Level III. The grievant shall fill out and file Level III of the Grievance Form with the Chancellor or his/her designee within ten (10) days of the written response by the grievant's first level manager.

21.3.3.2 The Chancellor or his/her designee shall provide his/her response in writing to the grievant and College President or appropriate Vice Chancellor, within ten (10) days.

21.3.4 Level IV Mediation

21.3.4.1 It is the understanding of the District and the Union that the State Mediation and Conciliation Service (SMCS) is at no cost. In the event the SMCS charges for these services in the future, the District and the Union will share cost equally.

21.3.4.2 If there is no mutual agreement for mediation between the District and the Union within fifteen (15) days of the Level III decision, the District or the Union may proceed to Level V, Binding Arbitration.

21.3.5 Level V Binding Arbitration

21.3.5.1 If the grievance is not resolved at Level IV, only the SEIU Local 1021 may, within ten (10) days, submit the grievance to binding arbitration.

21.3.5.2 The selection of an arbitrator to hear a grievance shall be in accordance with Article 22.7.1 and 22.7.2 of this Agreement.

21.3.5.3 The arbitrator may hear testimony, receive written briefs, interview witnesses and conduct any investigation he/she deems appropriate, and shall render an award to the Vice Chancellor of Human Resources and Employee Relations within thirty (30) days. The Vice Chancellor of Human Resources and Employee Relations shall forward the award to the Board of Trustees at its next regular meeting. The Board of Trustees shall adopt the arbitrator's award.

21.3.5.4 The cost of the arbitrator's recommendation shall be born equally by the District and SEIU Local 1021. Any transcription of the hearing proceedings shall be paid by the party making such a request. The party requesting cancellation of a scheduled hearing shall bear the full cost imposed by the arbitrator.

21.4 Failure to Meet Time Limits

If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance within the time limits at any level, the grievant may proceed to the next level.

21.5 SEIU Local 1021 Representation

The grievant shall be entitled, upon request, to representation by SEIU Local 1021 at all levels. In situations where SEIU Local 1021 has not been requested to represent the grievant, the District will not agree to a final resolution of the grievance until SEIU Local 1021 has received a copy of the grievance and the proposed resolution and has been given fifteen (15) days in which to respond.

21.6 Extension of Time

If both parties agree, the time limits may be waived for a specific period of time at any step in this procedure.

21.7 Witness and Grievant Released Time

The grievant may call witnesses for scheduled hearings. Employees covered by this Agreement, when released by their first level manager, may meet with a union representative or give testimony in connection with the grievance procedure during

working hours. The employee shall suffer no loss of pay. If the grievant's grievance preparation or hearing is scheduled during working hours, the grievant shall suffer no loss of pay in order to present his/her grievance.

21.8 Advance Level Filing

If a grievance is occasioned by the action (or lack of action) of person(s) other than the immediate supervisor, the grievance may be filed at Level II. Such filing shall be termed Advanced Level Filing. Time lines shall be adjusted to accommodate such filing.

22.1 Discipline

Any employee designated as a permanent employee shall be subject to a disciplinary action only for reasonable cause. "Cause" relating to disciplinary action against classified employees means those grounds for discipline, or offenses, enumerated in the law and the written rules, regulations, and policies of the District. The principles of progressive discipline shall apply.

22.1 Warning

Discipline less than suspension or discharge may be undertaken for corrective purposes. An employee whose work or conduct is of such character as to incur discipline may first be warned in writing by the first level manager stating the reasons. A copy of the warning shall be sent to the SEIU Local 1021 Field Representative. An employee may appeal or deny the charges by responding in writing within five (5) working days to Vice Chancellor of Human Resources and Employee Relations or his/her designee.

22.3 Suspension/Dismissal

The Vice Chancellor of Human Resources and Employee Relations or his/her designee is authorized to suspend/dismiss employees for disciplinary reasons. Suspensions are without pay and may be for varying periods but shall not exceed 30 days. If circumstances warrant special consideration, the employee may be suspended or demoted in lieu of discharge.

22.4 Charges for Disciplinary Action

Charges such as the following may be "reasonable cause" for disciplinary action up to and including dismissal:

- a. Incompetency;
- b. Excessive absences and/or tardiness;
- c. Dishonesty related to District operations;
- d. Intoxication or the use of non-prescribed controlled substances while on duty;
- e. Inexcusable absence without leave;
- f. Insubordination;
- g. Refusal or repeated failure to perform the normal and reasonable duties of the position;
- h. Conviction of a felony or any crime involving moral turpitude;
- i. Knowingly falsifying information supplied to the District; including, but not limited to, information supplied on application forms and employment records or other District records;
- j. Failure to comply with the organizational security provisions of this Agreement;
- k. Misuse of District property;
- l. Any failure of good behavior, or acts during duty which are not compatible with or inimical to the PCCD

22.4.1 No disciplinary action shall be taken for any cause which arose prior to the employee's status becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

22.5 Disciplinary Procedures

When the District seeks the imposition of disciplinary action involving suspension or dismissal, notice of such disciplinary action shall be made in writing, signed by the Director of Employee Relations and served in person or by registered or certified mail upon the employee. The written notice shall contain:

- a. The specific charges;
- b. A statement of his/her right to a hearing;
- c. The time within which the hearing may be requested which shall be not less than five (5) days after service of the notice to the employee; and
- d. A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

22.5.1 The notice of disciplinary action shall contain a statement in ordinary and concise language of the specific acts and/or omissions upon which the disciplinary action is based, a statement of the cause for the action taken and, if it is claimed that an employee has violated a rule or regulation of the District, such rules or regulation shall be set forth in said notice.

22.5.2 A copy of the notice of disciplinary action shall simultaneously be sent to the SEIU Local 1021 Peralta Chapter President and Chief Steward.

22.6 Hearing Procedure

The hearing may appeal a notice of intended disciplinary action by returning the signed card or paper enclosed with the notice within five (5) days of receipt, which constitutes a denial of the charges and a demand for a hearing to be conducted before the Vice Chancellor for Human Resources and Employee Relations or his/her designee. This hearing shall be considered the employee's "Skelly Hearing."

If following the "Skelly Hearing" the Vice Chancellor for Human Resources and Employee Relations or his/her designee decides to implement disciplinary action, only SEIU Local 1021 may submit the matter for binding arbitration. Such notice of appeal must be received by the Vice Chancellor for Human Resources and Employees Relations within ten (10) days following receipt of the decision.

22.7 Selection of Arbitrators

22.7.1 Within thirty (30) days after the signing of this Agreement, the parties shall agree to a list of seven (7) arbitrators to serve as permanent arbitrators to hear grievances and disciplinary cases arising during the term of the Agreement.

22.7.2 Within five (5) days of receipt of the appeal to arbitration, the parties shall attempt to mutually agree on an arbitrator from the list. In the event the parties cannot reach an agreement, then the arbitrator shall be selected in accordance with the following procedure:

- a. The seven (7) arbitrators shall be listed in alphabetical order. The case shall be assigned to the arbitrator next in order, provided however that each party is entitled to one (1) strike;
- b. The arbitrator next in order following any striking shall be designated to hear the case;
- c. Once an arbitrator is struck by either party, that individual shall be placed at the bottom of the list. Once struck, the same party may not again strike that arbitrator's name until that arbitrator has been chosen.

22.8 Arbitrator's Authority

The arbitrator may hear testimony, receive written briefs, interview witnesses and conduct investigation he/she deems appropriate, and shall render an award to the Director of Employee Relations within thirty (30) days after the hearing. The Director of Employee Relations shall forward the award to the Board of Trustees for consideration at its next regular meeting. The Board shall adopt the arbitrator's award.

22.9 Arbitrator's Fees and Expenses

The fees and expenses of the Arbitrator shall be paid by the party against whom the arbitrator rules. Any transcription of the hearing proceedings shall be paid by the party making such a request. The party requesting cancellation of a scheduled hearing shall bear the full cost imposed by the arbitrator.

22.10 Expedited Arbitration

The parties have a mutual interest in resolving suspension appeals in a timely and efficient manner. As a pilot project, for the duration of the Agreement through June 30, 2009, the parties have agreed to an expedited arbitration process for suspensions of not greater than thirty (30) days.

22.10.1 At the expedited hearing, the arbitrator may receive testimony and other evidence, interview witnesses and conduct whatever investigation he/she deems appropriate and issue a bench decision. If a bench decision is not possible, then a written award shall be rendered to the Director of Employee Relations no later than thirty (30) calendar days after the hearing. The hearings shall be conducted

without attorneys present for either party and without post-hearing briefs. Each party shall have no more than two and one half (2 ½) hours to present its case. The Director of Employee Relations shall forward the award to the Board of Trustees for consideration at its next regular meeting. The Board shall adopt the arbitrator's award.

22.10.2 The parties shall bear its own expenses related to the expedited hearing, provided however that the fees and expenses of the arbitrator shall be paid by the party against whom the arbitrator rules. The party requesting cancellation of a scheduled hearing shall bear the full cost imposed by the arbitrator. If either party fails to appear before a scheduled hearing date, the other party shall present their case and the arbitrator shall issue a bench decision based on the information provided at the hearing.

22.11 Emergency Suspension

SEIU Local 1021 and the District recognize that emergency situations can occur involving the health and welfare of students or employees. If the employee's presence would lead to a clear and present danger to the lives, safety, or health of students or fellow employees, the District may immediately suspend the employee without pay. Within three (3) days of the emergency suspension, the District shall serve the notice of disciplinary action upon the employee.

22.12 Disciplinary Settlements

A disciplinary action may be settled at any time following the service of notice of disciplinary action. The terms of the settlement shall be documented in writing. An employee offered such a settlement shall be granted five (5) days to have his/her Field Representative review the proposed settlement.

23.1 SEIU Local 1021 recognizes and agrees that the Board retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of California and of the United States, limited only by articles of this Agreement.

23.2 SEIU Local 1021 recognizes and agrees that the exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance to the Constitution and laws of the State of California and of the United States.

23.3 SEIU Local 1021 recognizes and agrees that the District's powers, rights, authority, duties and responsibilities include the exclusive right to manage, plan, organize, staff, direct, and control; to decrease and increase the work-force; to establish and change standards; to determine solely the extent to which the facilities of any department thereof shall be operated, and the outside purchase of products, or services of a temporary duration, the right to introduce new or improved methods and facilities; and to otherwise take any action desired to run the entire operation efficiently except as modified by this Agreement.

23.4 SEIU Local 1021 recognizes and agrees that the District retains its right to amend, modify, or suspend policies and practices referred to in this Agreement in cases of a natural or manmade disaster, or other dire interruption of the District's programs. When an emergency is declared, the District shall immediately notify and consult with SEIU Local 1021.

24.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing, or other concerted action or refusal or failure to fully and faithfully perform job functions and responsibilities by SEIU Local 1021 and its Peralta College Chapter or by its officers, agents, or members during the terms of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

24.2 SEIU Local 1021 and its Peralta Colleges Chapter recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, or slowdown by employees who are represented by SEIU Local 1021, SEIU Local 1021 agrees in good faith to take necessary steps to cause those employees to cease such action.

24.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.

24.4 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in District policy from any employee and/or Association.

24.5 During the term of this Agreement, the employer agrees not to engage in any lockout of employees covered by this Agreement.

25.1 Savings Clause

If, during the life of this Agreement, any law or any order issues by a court or other tribunal of competent jurisdiction, shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be inoperative so long as such law or order shall remain in effect, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. In the event of suspension or invalidation of any Article or Section of this Agreement, the parties mutually agree to meet and negotiate within 60 days after such determine for the purpose of arriving at a mutually satisfactory replacement for such Article or section.

26.1 The District shall make every reasonable effort to maintain substitute lists for childcare assistants, specialists, and cooks. The District shall further explore on campus programs in Culinary Arts and Child Development for the purpose of filling day-to-day vacancies at the Child Care Development Centers.

26.2 Summer school assignments, beginning with the 1986 summer session, shall be determined on a voluntary rotational basis. Rotation shall begin with the most senior employee receiving an offer of summer employment and progressing downward by seniority (within classification). If sufficient employees are obtained in this manner, summer work shall be assigned and accepted in inverse order of seniority.

27.1 Employment of Retirees

For convenient reference purposes only, the following reprint of the PERS rule regarding the temporary employment of retirees is provided:

“Temporary Employment – All Employers”

Any retired person may be employed by the appointing power of a state agency, or any other employer of this System, for a period not exceeding 960 hours in any calendar year for all employers; either during an emergency to prevent stoppage of public business or because the retired employee has skills needed in performing work of limited duration. The rate of pay for persons employed under this Section may not be less than the minimum, nor exceed that paid by the employer to other employees performing comparable duties.

28.1 No employee shall be subjected to sexual harassment in the course of employment. Sexual harassment means unwanted conduct or communication of a sexual nature which adversely affects the person's employment relationship or working environment. Among the behaviors considered to be sexual harassment are: unwanted physical touching, molesting, verbal insults (including remarks of a sexual nature or displaying obscene jokes or cartoons), explicit sexual gestures and rumors designed to cause the individual emotional distress or place the individual in a bad light.

28.2 Sexual harassment occurs when an unwelcome sexual advance, request for sexual favors, and other verbal or physical conduct of a sexual nature:

- a. Is made, either explicitly or implicitly, a term or condition of an individual's educational or employment status;
- b. Is used as a basis for educational or employment decisions affecting such individual; or
- c. Has the purpose or effect of unreasonably interfering with an individual's educational or work performance, or creating an intimidating, hostile or offensive educational or working environment.

28.3 Individuals who feel they are subjected to a sexual harassment can file a complaint with the Human Resources Office at District's Administration Center. The Equal Employment Opportunity Officer shall investigate all complaints of sexual harassment and give a written response of the findings to complainant; and will recommend correction actions where warranted. Record of such complaints shall be kept separate from an individual's personnel file and will be treated in strict confidentiality. Sexual harassment matters are subject to the District's sexual harassment policy and grievance procedure.

**VOLUNTARY SICK (Catastrophic) LEAVE
CONTRIBUTION PROGRAM**

ARTICLE 29

29.1 A voluntary Sick Leave Contribution Program may be established to meet the needs of the unit members experiencing catastrophic illness or injury. Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off (Ed. Code 87045 a.1.). The Program shall be administered according to the provisions below.

29.2 Contributions

A five member, Local 1021 appointed Voluntary Sick Leave Contribution Program Committee shall call for voluntary contributions of accrued sick leave days/hours when a need is identified and verified. Individual contributions by members of the bargaining unit may be made under the following conditions:

- a. The minimum contribution per call is one day (8 hours).
- b. The maximum contribution per call is five (5) days.
- c. The minimum Sick Leave balance after the contribution is at least five (5) days.
- d. Transfer of contributions shall be limited to the number of days used subject to the maximums provided in this article.

29.3 Eligibility

- a. A recipient of sick leave contributions must be an employee at the time the request is made.
- b. Other Paid Leave Accounts: No unit member will be eligible for donated sick leave benefits until all other available paid leave accounts under the Local 1021-PCCD Agreement have been exhausted.

29.4 Benefits

- a. The program may contribute up to 50 days at 100% of pay but no more than necessary for an employee to be eligible for Long-Term disability.
- b. Limitations on Use: No unit member may receive benefits from the Program more than two times in his/her lifetime.
- c. Unit members receiving sick leave donations shall be covered by the District for medical, dental, life and disability they would be otherwise qualified to receive.
- d. Effective of Receiving Benefits: Benefit recipients shall be solely responsible for any state and federal taxes on the donated time. Such taxes shall be withheld at the normal rate for the recipient employee. In the event that the state or federal governments rule that a tax liability is due other than as taxed, the recipient shall be solely liable for such liabilities.

**VOLUNTARY SICK (Catastrophic) LEAVE
CONTRIBUTION PROGRAM**

ARTICLE 29

29.5 Request Procedures

Request for benefits shall be submitted in a sealed envelope to the Vice Chancellor of Human Resources. The Vice Chancellor shall receive the request and supporting medical documentation and certification to determine whether the unit member meets eligibility requirements. Such requests must include a physician's certification that the unit member is unable, as a result of a catastrophic illness or injury, to perform the material duties of his/her occupation. At its discretion, the District may require additional medical information or require examination by second physician of the District's choosing and at the District's expense. After reviewing the application and supporting documentation, the Vice Chancellor shall submit to the committee a statement which indicates whether the unit member has met the criteria and furnished all documentation and number of days needed to bridge to eligibility for Long-Term disability benefits.

The five-member Local 1021 committee shall review the request and approve the call for sick leave contributions. Contributors may not contribute more days/hours than needed. The decision of the committee shall not be subject to the grievance and arbitration provisions of the Local 1021-PCCD Agreement.

30.1 Commencement of Negotiations

Within ten (10) days of satisfaction of the public notice requirement, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.

30.2 Released Time for Negotiations

SEIU Local 1021 shall have the right to designate ten (10) employees (including the President and Chief Steward) who shall be given reasonable released time to participate in actual negotiations.

30.3 Length of Agreement

This agreement shall become effective July 1, 2009 and shall continue in effect until June 30, 2018 and shall automatically remain in effect until completion of a binding written agreement by the parties, which shall supersede this Agreement.

30.3.1 Bargaining unit employees with permanent status shall not suffer disproportionately in any adverse budgetary process. During the term of this Agreement, there shall be no layoffs of classified employees with permanent status represented by Local 1021, or involuntary reductions in the work years of those employees, unless the Board of Trustees has determined, after public input, that layoffs or reductions in the work years of employees are the only fiscally viable response to any adverse budgetary situation.

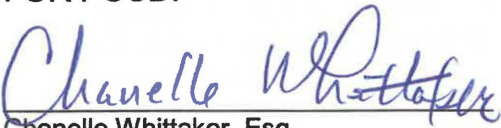
This Agreement is a contract extension of SEIU Local 1021's July 1, 2003 – June 30, 2014 contract. This contract extension shall become effective July 1, 2015 and shall continue to be in effect until June 30, 2018, and shall automatically remain in effect until completion of a binding written agreement by the parties, which shall supersede this Agreement.

This contract extension was ratified by Service Employees International Union (SEIU) Local 1021 Peralta Colleges Chapter on May 29, 2015.

Approved by the Peralta Community College District Board of Trustees on June 9, 2015.

Signed and entered into this 14th day of Jan, ~~2018~~ 2019

FOR PCCD:



Chanelle Whittaker, Esq.
Vice Chancellor for Human Resources & Employee Relations



Jowel C. Laguerre, Ph.D.
Chancellor

FOR SEIU LOCAL 1021:



Del Mallory, Field Representative



Richard Thoele
President, Peralta Chapter



Nely Obligacion
Deputy Director Representation



John Stead-Mendez
Executive Director

CORESOURCE / ANTHEM BLUE CROSS / MEDCO / SPECTERA

1. A basic summary of the current medical plan is as follows:

Benefits Summary: Preferred Provider Plan - CoreSource/Anthem Blue Cross

What is a pre-existing condition limitation?

A pre-existing condition is an illness or injury which existed within six (6) months before the enrollment date for coverage under the plan. An illness or injury is considered to have existed when the person 1) sought or received professional advice for that illness or injury, or 2) received medical care or treatment for that illness or injury, or 3) received medical supplies, drugs, or medicines for that illness or injury.

Benefits will be provided for pre-existing conditions after the completion of a period of six (6) months [eighteen (18) months for late enrollees] from the covered person's enrollment date for coverage under the plan. The pre-existing condition limitation shall not apply to a child born to or placed for adoption or to pregnancy under any circumstances.

New / Current Employees:

New employees (or a current employee who is transferring health care coverage to the **CoreSource plan**) with prior coverage must be issued a Certificate of Creditable Coverage under federal law. If there are less than 63 days from the last date of prior coverage **all or part of the pre-existing condition limitation provision may be satisfied.**

New employees (or current employees who transfer health care coverage to the CoreSource plan) should file any such Certificates with the District's Benefits Office.

| GENERAL PROVISIONS | IN-NETWORK BENEFITS | OUT-OF NETWORK BENEFITS |
|--------------------------|--|---|
| Deductible | The accrual period: Calendar year \$100 per individual 3 times individual deductible per family | The accrual period is: Calendar year \$100 per individual 3 times individual deductible per family |
| Out-of-pocket maximum | The accrual period is: Calendar year \$300 per individual 3 times individual deductible per family During the first calendar year of this plan administration, if a member satisfies their deductible within the 4 th quarter (Oct-Dec) of the year, the deductible will be waived for the following calendar year. | The accrual period is: Calendar year \$1,000 per individual 3 times individual deductible per family |
| Lifetime benefit maximum | \$5,000,000 The lifetime benefit maximum is combined for in and out-of-network services. | \$5,000,000 |

HEALTH AND WELFARE BENEFITS (Article 11)

APPENDIX 1

| COPAYMENTS/COINSURANCE | IN-NETWORK BENEFITS | OUT-OF NETWORK BENEFITS |
|---|--|---|
| Physicians' Office Visit | \$10 copay; plan pays \$100% (deductible is waived) | Plan pays 80% of usual and customary charges after deductible. |
| Routine adult physicals | \$10 copay; plan pays 100% (deductible waived), with a limited benefit of \$250 per calendar year – combined benefit between in and out of network. | Plan pays 80% of usual and customary charges after deductible with a limited benefit of \$250 per calendar year – combined benefit between in and out of network. |
| Routine mammograms | Plan pays 100% after deductible | Plan pays 80% usual and customary charges after deductible. |
| Laboratory services (Diagnostic tests, labs, x-rays) | Plan pays 100% after deductible | Plan pays 80% usual and customary charges after deductible. |
| Inpatient hospital (semi-private room, board, tests, medications) | Plan pays 100% after deductible | Plan pays 80% usual and customary charges after deductible. |
| Preauthorization of treatment | Prior authorization is required for all inpatient hospital services, except for maternity care and life-threatening emergencies. If an authorization is not obtained, benefits are reduced by 25%. To obtain pre-authorization or post-emergency authorization, call 866/794-0070. | |
| Outpatient hospital | Plan pays 100% after deductible | Plan pays 80% usual and customary charges after deductible. |
| Emergency room visit (for true emergency) | \$35 copay; plan pays 100% (deductible is waived) | \$35 copay; plan pays 100% (deductible is waived) |
| | Co-payment is waived if admitted. | Co-payment is waived if admitted. |
| | <p>“Emergency” the sudden onset of a medical or behavioral condition that causes sufficiently severe symptoms or pain. In the absence of immediate medical attention, the emergency could be expected to result in:</p> <ul style="list-style-type: none"> • Placing the health of the period in serious jeopardy (or placing others in jeopardy in the case of a behavioral condition) • Serious dysfunction of any organ or body part • Serious disfigurement • Serious impairment to bodily functions | |
| Maternity care (pre-natal and post-natal) | \$10 copay; plan pays \$100% (deductible is waived) | Plan pays 80% usual and customary charges after deductible. |
| Well-baby care/immunizations | \$10 copay; plan pays \$100% (deductible is waived) | Plan pays 80% usual and customary charges after deductible. |
| Well child care (to age 19) | \$10 copay; plan pays \$100% (deductible is waived) | Not a covered benefit-see adult “Routine Adult Physicals” |
| Physical therapy | Plan pays 100% after deductible | Plan pays 80% usual and customary charges after deductible. |

| COPAYMENTS/COINSURANCE | IN-NETWORK BENEFITS | OUT-OF NETWORK BENEFITS |
|--|---|---|
| Mental health treatment | <p>Inpatient: Plan pays 100%, after deductible, up to 30 days per calendar year maximum benefit; (combined with Substance Abuse benefits).</p> <p>Outpatient: \$10 copay, plan pays 100% (deductible is waived), up to a maximum benefit of 50 visits per calendar (combined with Substance Abuse benefits).</p> <p>Benefits are consistent with the Mental Parity Act.</p> | <p>Inpatient: Plan pays 80% after deductible, of usual and customary up to 30 days per calendar year maximum benefit; (combined with Substance Abuse benefits).</p> <p>Outpatient: 80% after deductible, of usual and customary up to a maximum benefit of 50 visits per calendar year (combined with Substance Abuse benefits).</p> <p>Benefits are consistent with the Mental Health Act.</p> |
| Substance abuse treatment | <p>Inpatient: Plan pays 100%, after deductible, up to 30 days per calendar year maximum benefit; (combined with Mental Health benefits).</p> <p>Outpatient: \$10 copay, plan pays 100% (deductible is waived), up to a maximum benefit of 50 visits per calendar (combined with Mental Health benefits).</p> | <p>Inpatient: Plan pays 80% after deductible, of usual and customary up to 30 days per calendar year maximum benefit; (combined with Mental Health benefits).</p> <p>Outpatient: 80% after deductible, of usual and customary up to a maximum benefit of 50 visits per calendar year (combined with Mental Health benefits).</p> |
| Prescription drug coverage | <p>Retail: up to 30-day supply \$10 generic copay \$15 brand name copay \$15 non-formulary copay</p> <p>Mail order: up to 90 day supply \$5 generic copay \$5 brand name copay \$5 non-formulary copay</p> | <p>Member will pay the applicable copay (\$10 copay for generic or \$15 copay for brand name; or \$15 copay for non-formulary) <u>plus</u> the difference in costs between the participating pharmacy and non-participating pharmacy.</p> <p>No benefits available for mail order prescriptions.</p> |
| <p>Rx Prescriptions: All prescriptions should be filled through Medco participating pharmacies (whenever possible) – if retail prescriptions are obtained from a non-contract provider, there may be an increase to out-of-pocket expenses. For maintenance medications, Medco’s Mail Order benefit is available.</p> | | |
| Separate “out-of-area” benefit | <p>If there are no network providers in a particular specialist or require a drive of at least 30 miles, then CoreSource will process</p> <ul style="list-style-type: none"> • As if the provider were in-network and • Within customary and reasonable provisions | |
| Hearing Aid | <p>Member may be reimbursed 50%, after deductible of the cost of hearing aids once every five years, up to a maximum benefit of \$5,000 in any 5-year time period.</p> | |

| COPAYMENTS/COINSURANCE | IN-NETWORK BENEFITS | OUT-OF NETWORK BENEFITS |
|-------------------------------|--|--|
| Spectera Vision Plan | <p>Exam every 12 months Lenses every 12 month Frames every 12 months</p> <p>Copays: \$10 copay (plan pays 100%)</p> <p>\$0 copay (plan pays 100% - no deductible) towards materials (lenses/frames*)</p> <p>*Plan pays \$100% up to a \$120 retail allowance for frames (or \$50 wholesale). One pair of standard single vision or standard multi- focal lenses is covered-in-full. Contact lenses are in lieu of frames and lenses benefit. Contacts are covered up to 4 boxes if disposable lenses or a \$150 allowance (the \$150 allowance is applied to the fitting/evaluation fee AND towards the purchase of contact lenses).</p> | <p>Exam every 12 months Lenses every 12 months Frames every 12 months</p> <p>Exams are covered up to a \$40 allowance</p> <p>Single vision lens are covered up to a \$40 allowance</p> <p>Bifocal lenses are covered up to a \$60 allowance</p> <p>Trifocal lenses are covered up to a \$90 allowance</p> <p>Lenticular lenses are covered up to a \$90 allowance</p> <p>Frame are covered up to a \$45 allowance</p> <p>Contacts are covered up to 4 foxes if disposable lenses or a \$150 allowance (the \$150 allowance is applied to the fitting/evaluation fee AND towards the purchase of contact lenses).</p> |

This document is for illustrative purposes only. For a complete listing of benefits, limitations and/or exclusions, refer to the CoreSource Summary Plan Description.

CoreSource Customer Service #: (866) 280-4120

Blue Cross Network#: (866) 280-4120 or www.bluecrossca.com for CA residents or (800)

810-BLUE or bluecares.com for non-California residents

Medco (Pharmacy) Customer Service#: (800) 818-6635 or www.medcohealth.com

Spectera Customer Service #: (800) 638-3120

Spectera Contracted Provider Listing: www.spectera.com

2. The benefits summary above is not in any way meant to lower or limit the following rights or coverages:

A. Out-of-State Retirees

Covered expenses for retired members who move out of the will not be compromised as long as retiree advises the District of the address change for timely alignment with the Blue Cross network. Plan deductibles will apply. Benefits are based on the usual & customary charges schedule for the area of residence.

B. Referral

If there is not a participating provider within a 50-mile radius of the member's residence, a member can request an authorized referral to a non-participating provider. If the referral request is approved, the physician will be reimbursed at 100%, after deductible, of the usual & customary charges.

C. Emergency (See chart) Covered expenses for claims incurred due to an emergency (as defined by CoreSource) will be paid at 100%, after \$35 copay, (deductible is waived).

The definition of an *emergency* in the Summary Plan Document certificate is:

An accidental *injury*, or the sudden onset of an *illness* where the symptoms are of such severity that the absence of immediate medical attention could reasonably result in:

1. Placing the *covered person's* life in jeopardy, or
2. Causing other serious medical consequences, or
3. Causing serious impairment to bodily functions, or
4. Causing serious dysfunction of any bodily organ or part.
5. Causing a *covered person* to seek medical attention because of the perception that he or she would have suffered grave consequences had medical attention not been sought.

In addition, PCCD and the PFT have agreed to add the following definition:

Medical Emergency

"A condition, illness or injury is considered a medical emergency when there are symptoms of sufficient severity such that the absence of immediate medical attention could reasonably be expected to result in any of the following:

1. placing the patient's health in serious jeopardy;
2. serious impairment to bodily functions;
3. serious dysfunction of any bodily functions."

In the event that CoreSource/Blue Cross initially determines that the condition was not an emergency, the insured is entitled to request reconsideration. The doctor needs to submit additional information and request that the claim be reviewed. If subsequent to the review the claim is paid at the non-emergency rate, the insured can appeal by going to Binding Arbitration or small claims court, as outlined in below.

D. Binding Arbitration

Any dispute or claim, of whatever nature, arising out of, in connection with, or in relation to this Plan or breach thereof, or relation to care or delivery of care, including any claim based on contract, tort or status, must be resolved by arbitration, if the amount sought exceeds, the jurisdictional limit of the small claims court regarding a claim for damages within the jurisdictional limits of small claims court will be resolved_ in such court.

The arbitration is begun by the covered person making written demand on the plan administrator, Peralta. The American Arbitration according to its commercial rules of arbitration will conduct the arbitration. The arbitration shall be held in the State of California. The arbitration findings will be final and binding except to the extent that California or Federal law provides for the judicial review of arbitration proceedings.

E. Clerical Error

No clerical error on the part of the employer or claims processor shall operate to defeat any of the rights, privileges, services or benefits of any employee or any dependent(s) hereunder.

F. Comparison of Health Plans -Blue Cross, CoreSource, and Kaiser

This agreement includes major changes to the medical/prescription drug plans that the District sponsors. The current and new vendors are:

| | PPO Plan – through 8/31/04 | PPO Plan | Pre-Paid Health Plan – No Change |
|---------------|-------------------------------|--|-------------------------------------|
| Administrator | Blue Cross | CoreSource | Kaiser |
| Network | Prudent Buyer | Interplan/PHCS: 9/1/04 to 8/31/06 Blue Cross*: 9/1/06 to 8/31/07* | |
| Prescriptions | Well Point | Medco | |
| Stop-Loss | BC Life | ING | |

- In the event that a **covered person** was receiving services from a provider of service that is not in the **preferred provider network** on the date in which the **preferred provider network** was integrated into this **Plan**, then the charges resulting from services rendered by that provider will be deemed as having rendered by a **preferred provider** until the earlier of; the date treatment is concluded (or diagnosis changes) or the end of one month from the date of network integration or change.
- If a **covered person** is receiving services for maternity care from a **network provider** that is not in the **preferred provider network** on the date that the network was integrated in this **Plan**, the charges resulting from services rendered by that provider will be deemed as having been rendered by a **preferred provider** until the date treatment is concluded.

HEALTH AND WELFARE BENEFITS (Article 11)**APPENDIX 1**

| Plan Attribute | Blue Cross until 8/31/04 | CoreSource Effective 9/1/04 | Kaiser until 8/31/04 | Kaiser Effective 9/1/04 |
|--|-----------------------------------|--|---|--|
| Encounter Co-Pay (office visit, labs, etc). | Zero | \$10 (deductible is waived) | Zero | \$10 |
| Emergency Room Co-Pay | Zero or \$25, depending on class | \$35 (waived if directed by network physician or admitted as an inpatient) | Zero | \$35 |
| Annual Deductible | Zero | \$100 – 3 times individual deductible (per family) | None | None |
| Co-insurance | 20% non-network | 20% non-network | None | None |
| Mental Health/Chemical Dependency | 50% any provider | Covered like any medical condition – no reduction | Covered like any medical condition – no reduction | No change |
| Infertility; Orthotics; Smoking Cessation | Not covered | Coverage now available, subject to new plan limits | No change | No change |
| Wellness | Limited | Expanded | Extensive | No change |
| Health Education | Limited | Expanded | Extensive | No change |
| Lifetime Maximum-medical | \$1,000,000 (goes to \$2,000,000) | \$5,000,000 | Not applicable | Not applicable |
| Generic Drug – up to 30 day supply | \$1 | \$10 | \$5 | \$10 |
| Rand Drug – up to 30 day supply | \$1 | \$15 | \$5 | \$15 |
| Mail Order – up to 90 day supply (Brand and Generic) | \$1 | \$5 | \$5 | \$5* Peralta reimburses expenses over \$5 per mail order prescription |

Plan amendments will be introduced by the plan sponsor, Peralta Community College District, as necessary to maintain consistency in the application of plan benefits.

For the period July 1, 2012 through June 30, 2015 (Tentative Agreement signed March 26, 2012)

The District shall provide to each unit member and their eligible family members, health and welfare benefits. Health and welfare benefits are defined as medical, dental, vision, prescription drugs, employee and dependent life insurance, accidental death and dismemberment, long-term disability, and the employee assistance program (EAP).

Medical Plan

Individual unit members may select among the following plans as follows:

1. Kaiser Foundation Health Plan will be at no cost to the District’s employees.
2. *PPO “Lite” plan (with no out-of-network coverage). The employee will have a monthly contribution of:

| | <u>Employee Cost</u> |
|-------------------------|----------------------|
| a. Single | \$15/month |
| b. Two-party | \$30/month |
| c. Three-party (family) | \$45/month |

3. *PPO “Traditional” Plan – the employee shall pay the difference between the premium cost of the PPO “Traditional” plan and the premium cost of the PPO “Lite” plan.

*The District’s self-funded medical plan currently administered by CoreSource.

Dental Plans

Individual unit members (employees) may select among the plans as follows:

1. Delta Dental
2. United Healthcare Dental

The District’s maximum contribution for dental will be at the United Healthcare (UHC) Dental family rate for the duration of this agreement. The SEIU Local 1021 members shall pay the cost for Delta Dental as follows:

1. During the 2012-2013 and 2013-2014 fiscal years, employees shall contribute up to four (4) furlough days per year that will be taken by Union members as follows: October 2012, February 2013, April 2013 and June 2013. For the 2013-2014 fiscal year, the months will remain the same. Amendment dated 9/19/2013: Employees shall contribute Twelve (12) hours and Fifteen (15) minutes of unpaid hours (“absent from work” as defined by CalPERS) that will be taken by Union

members as follows: Four (4) hours and Fifteen (15) minutes in October 2013 and Eight (8) hours in June 2014.

2. During the 2013-2014 fiscal year, the parties agree to review the cost of Delta Dental for 2014-2015, and will negotiate costs with the understanding that any cost over the District's maximum contribution for United Healthcare Dental will be borne by the employee.

For 2014-2015, the existing language in the 2012-2015 Successor Agreement remains unchanged regarding dental costs.

Cash-in-lieu/Opt-out Option (Medical and Dental only)

1. Individual unit members who provide proof of other group medical and/or group dental coverage may decline enrollment into a medical and/or dental plan with the District. Employee will receive a monthly amount of \$225 for medical; flat amount (this reimbursement is an all or nothing option, employee and all eligible dependents – if applicable – must waive off the plan to be eligible for this flat reimbursement amount).
2. In addition to the medical monthly flat reimbursement for waiver of coverage due to other group medical coverage, a flat monthly amount of \$25 for group dental waiver is also available. Again, this reimbursement is an all or nothing option, employee and all eligible dependents (if applicable) must waive off the plan to be eligible for this flat reimbursement amount.
 - Participation on the Opt-out Option for group medical and/or group dental is 100% voluntary, and
 - The amount is paid on a monthly basis, and
 - The amount is paid on an after-tax basis (taxable income to the employee), and
 - The amount will not be pro-rate to the FTE, and
 - Election of group medical and group dental opt-out is mutually exclusive, the member may elect to opt-out of medical only, dental only or medical and dental combined, and
 - Continues into retirement until the attainment of Medicare eligibility.

Opt-out Election

It is the responsibility of the member to complete the requisite items as indicated below (no exceptions will be provided):

Cash-in-lieu form; and

For the period July 1, 2012 through June 30, 2015

Provide District written verification of other group medical and/or dental coverage from the Insurer within 30 days from the election to participate in the District's cash-in-lieu plan.

Opt-in Election

It is the responsibility of the member to complete the enrollment form and submit documentation within 30 days of initial hire, open enrollment or a qualifying event as defined by the Health Insurance Portability and Accountability Act of 1996 (see below).

Qualifying events: Marriage, Divorce, Legal Separation, Birth, Adoption, Death, Termination of employment (unit member or eligible dependents); Exhaustion of COBRA, Individual no longer resides or works in HMO service area, Individual ceases to be a dependent, Plan terminates a benefit plan option, Children's Health Insurance Plan/Medicaid Rule, Meeting or exceeding a plans lifetime maximum on all benefits.

By opting-in, you will receive benefits in effect at the time of the opt-in.

Me-too Clause

If during the life of this Agreement, the District agrees to provide a higher amount to another employee group for cash-in-lieu of, upon finalization of such an agreement, the District shall provide members SEIU Local 1021 the same amount paid to other employee groups for opting-out.

Re-Openers

For anticipated medical and dental rate increases for the second and third year of the contract (2013-2014 and 2014-2015), any increase or decrease in funding or change in available resources, including but not limited to cost of living and growth monies, the District and SEIU Local 1021 agree to re-open negotiations regarding the allocation of these funds.

The Union and the District will re-open negotiations for up to three (3) non-economic articles.

Retiree Medical Benefits

Retiree Medical (retirements after July 1, 2012)

Retirees will not be subject to the monthly premium contributions of active unit members for the PPO Lite Plan. Retirees who elect the PPO Traditional health benefit plan will

For the period July 1, 2012 through June 30, 2015

pay premium difference between the PPO Lite plan and the PPO Traditional health plan for retirees.

Example for Fiscal Year 2012-2013*

| | | | | |
|----------------------------|---|----------------------------|---|---------------------------|
| PPO Traditional | | PPO Lite | | |
| Monthly Cost @ Family Rate | – | Monthly Cost @ Family Rate | = | Cost to Retiree per month |
| \$2,370.00 | | \$2,142.00 | | \$228.00 |

*This is for illustration purposes only

Retirees and eligible dependents who move out-of-state (applies to retirements after July 1, 2012)

Year 1 (2013-2013): Status quo (current) coverage for eligible dependents or people who retire AND move out of California.

Year 2 (2013-2014) and Year 3 (2014-2015): Revisit out-of-state networks. PCCD and SEIU Local 1021 shall work together to make every reasonable effort to provide out-of-state retirees a network similar to the California Anthem Blue Cross network, beginning in Year 2.

Mandated Enrollment in Medicare Parts A and B

Retired unit members, upon reaching Medicare eligibility age, shall enroll in Medicare Parts A and B, and notify the District of their enrollment. Employees hired before July 1, 2014 shall become eligible for Medicare by paying District-reimbursed Medicare tax. When such employees reach the age of Medicare eligibility (currently age 65) they shall enroll in Medicare Parts A and B, provided the District pays 100% of the current and future costs of Medicare premiums and continues to provide, at District expense, medical coverage consistent with coverage offered to active employees at time of retirement. The District shall pay or reimburse the retiree for the current and future costs of the Medicare premiums. The District shall pay the Medicare taxes of such employees. After enrolling in Medicare, no individual shall receive less coverage (for example, reduced benefits, increased co-pays, increased deductibles) as a result of enrolling in Medicare.

Medicare sign-up shall be required in order to maintain retirement medical benefits. For any unit member who retires after July 1, 2013, and who willfully elects not to enroll in Medicare Parts A and B, the District may terminate the retiree’s District-paid health benefits, provided:

For the period July 1, 2012 through June 30, 2015

1. The retiree is provided at least two notices via regular and certified mail, the first at least 60 days prior to termination; the second at least 30 days prior to termination.
2. The notice shall be written in plain language.
3. The SEIU Local 1021 will be sent a copy of both notices.
4. The District shall make at least two efforts to speak to the retiree telephonically during the 60-day period in #1 above. The times and dates of the calls shall be made available to the SEIU Local 1021.
5. If the retiree has a legal guardian or someone with power-of-attorney, the District shall undertake reasonable effort to notify such person via mail and the telephone number on record with the District. The retiree will notify the District in the event that a legal guardian or power-of-attorney is appointed.
6. The Vice Chancellor of Human Resources and Employee Relations shall meet and discuss any planned termination of benefits with the SEIU Local 1021 President, on request, at least 15 working days prior to the termination of medical benefits.
7. The benefits shall not be terminated retroactively.
8. The Vice Chancellor of Human Resources and Employee Relations shall have the authority to continue retiree benefits in cases where unforeseen circumstances did not allow the retiree to enroll in Medicare Parts A and B in a timely fashion.
9. Should a retiree whose District benefits have been terminated due to failure to enroll in Medicare, subsequently enroll, the District shall reinstate the retiree's District paid health benefits.

Hold SEIU Local 1021 harmless in case of retiree lawsuit

Should 1) the requirement to enroll in Medicare, 2) the termination of any unit member who retires after July 1, 2012, and spouse or dependents resulting from a failure to enroll in Medicare, or 3) the decision to provide the PPO Lite plan, but not the PPO Traditional plan, to post July 1, 2012 retirees without premiums, be challenged in any forum, and if the SEIU Local 1021 is named as a party, the District hereby agrees to defend, hold harmless and indemnify SEIU Local 1021, its officers, agents, representatives and affiliates for an adverse final judgment. The District shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, litigated or appealed.

For the period July 1, 2012 through June 30, 2015 (Successor Agreement 2014-2015)

Dental Plan

The District's maximum contribution for dental cost expenses shall be based on premium for United Healthcare (UHC) Dental family rate. The SEIU Local 1021 shall pay the cost for Delta Dental. Effective July 1, 2014, the Union elects to participate in the "Delta Dental PPO plus Premier Plan," which features a calendar year benefit increase from \$1,500 per year to \$1,600 per year. During the 2014-2015 fiscal year, the cost for the union's contribution to Delta Dental PPO Plus Premier Plan over the District's maximum contribution of \$199,374, which equates to each Union member taking a total of 3.79 furlough/unpaid days during 2014-2015.

To foster good employee relations between the District and SEIU 1021, the District agrees to reduce the total number of employee furlough/unpaid days, that Union employees would otherwise be obligated to take during 2014-2015 to pay employee contributions for Delta Dental, from 3.79 days to 3.50 days.

For Fiscal Year 2014-2015:

- SEIU Local 1021 costs for Delta Dental are \$184,158.
- Employees shall contribute 28 hours of furlough/unpaid hours ("absent from work" as defined CalPERS) that will be taken by Union members as follows: Eight (8) hours in July 2014, eight (8) hours in April 2015, four (4) hours in May 2015, and eight (8) hours in July 2015.

The existing language in the 2012-2015 Successor Agreement executed on March 26, 2012, remains unchanged regarding dental costs and the District's maximum contribution to dental premiums. This agreement is not precedence setting.

For the period July 1, 2015 through June 30, 2018

Medical and Dental Plan Coverage

The District's maximum contribution for dental expense shall be based on the maximum premium at each coverage level for United Healthcare (UHC) Dental rate relative to each unit member's actual enrollment; this is the formula for determining the Dental District Contribution Cap.

The projected cost for Delta Dental Insurance coverage over the District Contribution Cap for 2016-2017 is \$199,000. This projected expense will be satisfied by the projected District savings resulting from a \$5.00 increase to existing employee co-pays for office visits and prescription drug co-pays effective 7/1/2015.

Medical co-pays will remain at \$15.00

Prescription Drug co-pays:

- Brand name or generic mail order shall remain at \$5.00
- Generic name shall remain at \$15.00
- Brand name shall remain at \$20.00

The savings from this increase in co-pays and prescriptions will be used to offset the employee cost to the Delta Dental coverage resulting in zero out-of-pocket monthly premium expenses for the period of July 1, 2016 through June 30, 2017.

Under this one-year arrangement, unit members will not make out-of-pocket payroll contributions for 2016-2017 dental coverage, and the actual expense over the cap will be re-calculated at the end of 2016-2017 fiscal year. In any event, the District's fiscal year contribution will not exceed the cap of United Health Care premiums for each coverage level (single party, two-party and family coverage).

Tentative Agreement (dated March 2, 2017)

Article 11 Health and Welfare Benefits

The District shall provide a letter notifying SEIU Local 1021 of the annual difference in cost savings to the District from the \$10 to \$15 increase in medical co-pays by February 1st of each year for the prior fiscal year. SEIU Local 1021 will make a determination of how to apply these one-time savings for the 2018-2021 successor agreement. The funds will not be used for any salary increase or adjustments. The funds will be available only to the SEIU local 1021 (Peralta Chapter) bargaining unit.

The District and SEIU Local 1021 agree that during the 2016-2017 and 2017-2018 fiscal years, the parties will continue to meet to discuss Health Benefits with any negotiated changes to take effect July 1, 2018 with the 2018-2021 Successor Agreement unless mutually agreed.

Fiscal Year 2016-2017 (Article 10 Pay and Allowance)

The District will provide SEIU 1021 the equivalent of a 2% (two percent) across-the-board, ongoing on the schedule, base salary increase effective January 1, 2017, on the permanent employees' Salary Schedule for fiscal year 2016-2017 for current SEIU 1021 employees.

Fiscal Year 2017-2018 (Article 10 Pay and Allowance)

Effective July 1, 2017, the District shall provide a 1.5% (one and one-half percent) for SEIU permanent employees, and only for current employees employed with the District on or after July 1, 2017.

This one time increase will be ongoing on the Salary Schedule, if and only if, the District generated 20,000 Resident, For-Credit FTES in the fiscal year 2017-2018, as reported on the Attendance Reports submitted to the State Chancellor's office.

In the event the minimum FTES increase is below 20,000 Resident FTES, the 1.5% increase in the 2017-2018 Salary Schedule will sunset at 11:59 p.m. on June 30, 2018.

"Me Too" Clause

If during the duration of this agreement, fiscal years 2016-2017 and 2017-2018, the District agrees to provide a higher salary increase to another employee group, upon finalization of such an agreement, the District shall provide members of SEIU Local 1021 the same salary increase provided to other employee groups.

The District and SEIU Local 1021 shall meet to discuss any additional funding received by the District.

SEIU Local 1021 – Regular Salary Ranges (Effective July 1, 2017)

| Job Code | Title | Range | Step | | | | |
|----------|--|-------|---------|---------|---------|---------|---------|
| | | | A (1) | B (2) | C (3) | D (4) | E (5) |
| 891 | Academic Support Services Specialist | 91 | \$5,037 | \$5,268 | \$5,530 | \$5,795 | \$6,080 |
| 3 | Account Clerk I | 19 | \$2,925 | \$3,060 | \$3,202 | \$3,351 | \$3,523 |
| 4 | Account Clerk II | 31 | \$3,202 | \$3,351 | \$3,523 | \$3,683 | \$3,855 |
| 555 | Accounting Services Technician | 43 | \$3,380 | \$3,541 | \$3,714 | \$3,887 | \$4,079 |
| 1022 | Accounts Payable Specialist I | 67 | \$3,964 | \$4,152 | \$4,350 | \$4,560 | \$4,777 |
| 1023 | Accounts Payable Specialist II | 71 | \$4,142 | \$4,295 | \$4,514 | \$4,743 | \$4,987 |
| 5 | Accounting Technician | 51 | \$3,523 | \$3,683 | \$3,855 | \$4,031 | \$4,222 |
| 965 | Admissions & Records System Technology Analyst | 114 | \$6,968 | \$7,297 | \$7,656 | \$8,029 | \$8,419 |
| 9 | Admissions & Records Clerk | 22 | \$3,025 | \$3,166 | \$3,312 | \$3,482 | \$3,640 |
| 273 | Admissions & Records Specialist | 85 | \$4,727 | \$4,982 | \$5,211 | \$5,472 | \$5,732 |
| 247 | Admissions & Records Technician | 60 | \$3,811 | \$3,985 | \$4,173 | \$4,375 | \$4,581 |
| 521 | Alternate Media Technology Specialist | 87 | \$4,804 | \$5,065 | \$5,298 | \$5,562 | \$5,828 |
| 718 | Applications Software Analyst | 114 | \$6,968 | \$7,297 | \$7,656 | \$8,029 | \$8,419 |
| 527 | Assistant Buyer | 86 | \$4,783 | \$5,041 | \$5,272 | \$5,537 | \$5,799 |
| 17 | Audiovisual Services Assistant | 21 | \$3,007 | \$3,142 | \$3,305 | \$3,464 | \$3,634 |
| 18 | Audiovisual Services Supervisor | 49 | \$3,464 | \$3,634 | \$3,821 | \$4,005 | \$4,200 |
| 33 | Bursar | 66 | \$3,946 | \$4,132 | \$4,330 | \$4,530 | \$4,754 |
| 526 | Buyer | 105 | \$6,085 | \$6,385 | \$6,690 | \$7,018 | \$7,377 |
| 865 | CalWORKs Program Supervisor | 109 | \$6,539 | \$6,850 | \$7,204 | \$7,544 | \$7,915 |
| 821 | Child Care Assistant I | 2 | \$2,400 | \$2,524 | \$2,648 | \$2,778 | \$2,917 |
| 822 | Child Care Assistant II | 9 | \$2,706 | \$2,832 | \$2,964 | \$3,102 | \$3,246 |
| 162 | Child Care Specialist | 34 | \$3,246 | \$3,411 | \$3,566 | \$3,734 | \$3,903 |
| 23 | Clerical Assistant I | 4 | \$2,475 | \$2,605 | \$2,733 | \$2,866 | \$3,009 |
| 116 | Clerical Assistant I, Typing | 4 | \$2,475 | \$2,605 | \$2,733 | \$2,866 | \$3,009 |
| 24 | Clerical Assistant II | 13 | \$2,793 | \$2,923 | \$3,057 | \$3,199 | \$3,347 |
| 117 | Clerical Assistant II, Typing | 13 | \$2,793 | \$2,923 | \$3,057 | \$3,199 | \$3,347 |
| 805 | College Network Coordinator | 98 | \$5,355 | \$5,611 | \$5,886 | \$6,177 | \$6,472 |
| 266 | Community Services Assistant I/Outreach | 17 | \$2,873 | \$3,003 | \$3,160 | \$3,312 | \$3,474 |
| 37 | Community Services Assistant II/ Outreach | 20 | \$2,960 | \$3,095 | \$3,247 | \$3,401 | \$3,566 |
| 16 | Computer Electronics Technician | 71 | \$4,099 | \$4,294 | \$4,514 | \$4,743 | \$4,987 |
| 295 | Computer Network Technician | 71 | \$4,099 | \$4,294 | \$4,514 | \$4,743 | \$4,987 |
| 933 | Computer Operations Technician | 71 | \$4,099 | \$4,294 | \$4,514 | \$4,743 | \$4,987 |
| 39 | Computer Operator I | 24 | \$3,024 | \$3,180 | \$3,336 | \$3,499 | \$3,680 |
| 40 | Computer Operator II | 46 | \$3,425 | \$3,590 | \$3,770 | \$3,944 | \$4,134 |
| 183 | Cook | 9 | \$2,706 | \$2,832 | \$2,964 | \$3,102 | \$3,246 |
| 972 | Coordinator/ATLAS Program | 95 | \$5,268 | \$5,530 | \$5,795 | \$6,080 | \$6,377 |
| 859 | Coordinator/Career and Transfer | 95 | \$5,268 | \$5,530 | \$5,795 | \$6,080 | \$6,377 |
| 561 | Coordinator/Children's Center | 93 | \$5,104 | \$5,360 | \$5,615 | \$5,892 | \$6,182 |
| 914 | Coordinator/EOPS | 95 | \$5,268 | \$5,530 | \$5,795 | \$6,080 | \$6,377 |
| 935 | Coordinator/International Education | 95 | \$5,268 | \$5,530 | \$5,795 | \$6,080 | \$6,377 |
| 103 | Coordinator/Marketing | 95 | \$5,268 | \$5,530 | \$5,795 | \$6,080 | \$6,377 |
| 535 | Coordinator/Tech Prep Program | 95 | \$5,268 | \$5,530 | \$5,795 | \$6,080 | \$6,377 |
| 997 | Coordinator/Science | 95 | \$5,268 | \$5,530 | \$5,795 | \$6,080 | \$6,377 |
| 285 | Cosmetology Lab. Technician | 47 | \$3,450 | \$3,614 | \$3,790 | \$3,969 | \$4,159 |
| 996 | Curriculum & Student Outcome Assess Specialist | 91 | \$5,037 | \$5,268 | \$5,530 | \$5,795 | \$6,080 |
| 966 | Curriculum & Systems Tech Analyst | 114 | \$6,968 | \$7,297 | \$7,656 | \$8,029 | \$8,419 |
| 70 | Data Entry Operator I | 12 | \$2,741 | \$2,873 | \$3,009 | \$3,154 | \$3,320 |

| Job Code | Title | Range | Step | | | | |
|----------|--|-------|---------|---------|---------|---------|----------|
| | | | A (1) | B (2) | C (3) | D (4) | E (5) |
| 71 | Data Entry Operator II | 33 | \$3,246 | \$3,408 | \$3,562 | \$3,730 | \$3,900 |
| 818 | Department Network Coordinator | 90 | \$4,987 | \$5,229 | \$5,471 | \$5,755 | \$6,029 |
| 288 | District Accounting Control Technician | 86 | \$4,783 | \$5,041 | \$5,272 | \$5,537 | \$5,799 |
| 286 | District Accounting Technician | 73 | \$4,135 | \$4,341 | \$4,565 | \$4,783 | \$5,041 |
| 193 | District Admissions Officer | 111 | \$6,612 | \$6,938 | \$7,291 | \$7,633 | \$8,017 |
| 932 | District Client Services Coordinator | 107 | \$6,385 | \$6,690 | \$7,018 | \$7,377 | \$7,722 |
| 544 | District Development Officer | 112 | \$6,684 | \$7,011 | \$7,367 | \$7,716 | \$8,102 |
| 47 | District Financial Analyst | 110 | \$6,546 | \$6,856 | \$7,210 | \$7,550 | \$7,922 |
| 898 | District IT Production Control Technician | 64 | \$3,900 | \$4,084 | \$4,282 | \$4,483 | \$4,699 |
| 556 | District Purchasing/AP Supervisor | 107 | \$6,385 | \$6,690 | \$7,018 | \$7,377 | \$7,722 |
| 931 | District Telecommunications Sys. Coordinator | 107 | \$6,385 | \$6,690 | \$7,018 | \$7,377 | \$7,722 |
| 858 | DSP&S Adapted Computer Learning | 83 | \$4,626 | \$4,877 | \$5,099 | \$5,355 | \$5,611 |
| 56 | Duplicating Services Technician I | 15 | \$2,794 | \$2,930 | \$3,072 | \$3,223 | \$3,397 |
| 57 | Duplicating Services Technician II | 27 | \$3,126 | \$3,276 | \$3,448 | \$3,600 | \$3,783 |
| 834 | Educational Support Services Analyst | 92 | \$5,064 | \$5,317 | \$5,572 | \$5,845 | \$6,133 |
| 990 | Educational Web Technology Analyst | 114 | \$6,968 | \$7,297 | \$7,656 | \$8,029 | \$8,419 |
| 19 | Electronics Technician | 74 | \$4,257 | \$4,462 | \$4,689 | \$4,927 | \$5,182 |
| 994 | Enterprise Resource Planning (ERP) Project Mgr | 123 | \$8,214 | \$8,907 | \$9,375 | \$9,867 | \$10,388 |
| 145 | Facilities Planning Assistant | 72 | \$4,132 | \$4,336 | \$4,560 | \$4,777 | \$5,037 |
| 934 | Facilities Project Coordinator | 105 | \$6,085 | \$6,385 | \$6,690 | \$7,018 | \$7,377 |
| 60 | Financial Aid & Placement Assistant | 56 | \$3,683 | \$3,852 | \$4,031 | \$4,222 | \$4,427 |
| 813 | Financial Aid Program Supervisor | 100 | \$5,655 | \$5,949 | \$6,233 | \$6,546 | \$6,856 |
| 877 | Financial Aid Specialist | 76 | \$4,341 | \$4,565 | \$4,783 | \$5,041 | \$5,272 |
| 185 | Graphic Artist | 37 | \$3,291 | \$3,450 | \$3,608 | \$3,780 | \$3,963 |
| 946 | Graphic Design Specialist | 87 | \$4,804 | \$5,065 | \$5,298 | \$5,562 | \$5,828 |
| 195 | Graphics & Media Specialist | 44 | \$3,397 | \$3,558 | \$3,731 | \$3,904 | \$4,099 |
| 163 | Head Child Care Specialist | 63 | \$3,814 | \$4,005 | \$4,202 | \$4,422 | \$4,631 |
| 920 | Help Desk Support Technician I (Trainee) | 70 | \$4,070 | \$4,264 | \$4,483 | \$4,710 | \$4,954 |
| 921 | Help Desk Support Technician II | 79 | \$4,483 | \$4,710 | \$4,954 | \$5,193 | \$5,433 |
| 538 | Instruct Asst./Child Development | 41 | \$3,363 | \$3,528 | \$3,704 | \$3,880 | \$4,070 |
| 197 | Instructional Assistant/Art | 41 | \$3,363 | \$3,528 | \$3,704 | \$3,880 | \$4,070 |
| 516 | Instructional Assistant/Basic Skills | 41 | \$3,363 | \$3,528 | \$3,704 | \$3,880 | \$4,070 |
| 101 | Instructional Assistant/CIS | 41 | \$3,363 | \$3,528 | \$3,704 | \$3,880 | \$4,070 |
| 188 | Instructional Assistant/Computer Lab | 41 | \$3,363 | \$3,528 | \$3,704 | \$3,880 | \$4,070 |
| 200 | Instructional Assistant/English | 41 | \$3,363 | \$3,528 | \$3,704 | \$3,880 | \$4,070 |
| 95 | Instructional Assistant/LRC | 41 | \$3,363 | \$3,528 | \$3,704 | \$3,880 | \$4,070 |
| 220 | Instructional Assistant/Mathematics | 41 | \$3,363 | \$3,528 | \$3,704 | \$3,880 | \$4,070 |
| 510 | Instructional Assistant/Student Center Cafeteria | 41 | \$3,363 | \$3,528 | \$3,704 | \$3,880 | \$4,070 |
| 95 | Instructional Assistant/Writing Center | 41 | \$3,363 | \$3,528 | \$3,704 | \$3,880 | \$4,070 |
| 861 | International Student Support Specialist | 82 | \$4,594 | \$4,843 | \$5,064 | \$5,317 | \$5,572 |
| 833 | Library Network Coordinator | 90 | \$4,987 | \$5,229 | \$5,471 | \$5,755 | \$6,029 |
| 75 | Library Technician I | 28 | \$3,149 | \$3,291 | \$3,450 | \$3,608 | \$3,780 |
| 76 | Library Technician II | 40 | \$3,368 | \$3,540 | \$3,700 | \$3,873 | \$4,050 |
| 515 | Media Support Services Supervisor | 94 | \$5,182 | \$5,431 | \$5,683 | \$5,964 | \$6,263 |
| 977 | Multimedia Services Specialist | 83 | \$4,626 | \$4,877 | \$5,099 | \$5,355 | \$5,611 |
| 582 | Network Coordinator | 90 | \$4,987 | \$5,229 | \$5,471 | \$5,755 | \$6,029 |
| 581 | Network Technician | 81 | \$4,514 | \$4,743 | \$4,987 | \$5,229 | \$5,471 |
| 557 | Payroll Technician | 46 | \$3,425 | \$3,590 | \$3,770 | \$3,944 | \$4,134 |
| 6 | Principal Accounting Technician | 66 | \$3,946 | \$4,132 | \$4,330 | \$4,530 | \$4,754 |
| 21 | Principal Clerk | 36 | \$3,276 | \$3,433 | \$3,590 | \$3,763 | \$3,946 |
| 30 | Principal Library Technician | 67 | \$3,963 | \$4,152 | \$4,350 | \$4,560 | \$4,777 |
| 952 | Program Spec/First 5 Alameda County | 75 | \$4,336 | \$4,560 | \$4,777 | \$5,037 | \$5,268 |

| Job Code | Title | Range | Step | | | | |
|----------|---|-------|---------|---------|---------|---------|----------|
| | | | A (1) | B (2) | C (3) | D (4) | E (5) |
| 156 | Program Specialist/Assessment & Tutorial | 75 | \$4,336 | \$4,560 | \$4,777 | \$5,037 | \$5,268 |
| 819 | Program Specialist/C.A.R.E. | 75 | \$4,336 | \$4,560 | \$4,777 | \$5,037 | \$5,268 |
| 864 | Program Specialist/CalWORKs | 75 | \$4,336 | \$4,560 | \$4,777 | \$5,037 | \$5,268 |
| 988 | Program Specialist/Career Tech | 75 | \$4,336 | \$4,560 | \$4,777 | \$5,037 | \$5,268 |
| 863 | Program Specialist/Case Specialist | 75 | \$4,336 | \$4,560 | \$4,777 | \$5,037 | \$5,268 |
| 878 | Program Specialist/DSPS | 75 | \$4,336 | \$4,560 | \$4,777 | \$5,037 | \$5,268 |
| 542 | Program Specialist/EBSBDC | 75 | \$4,336 | \$4,560 | \$4,777 | \$5,037 | \$5,268 |
| 862 | Program Specialist/Employer Liaison | 75 | \$4,336 | \$4,560 | \$4,777 | \$5,037 | \$5,268 |
| 231 | Program Specialist/EOPS | 75 | \$4,336 | \$4,560 | \$4,777 | \$5,037 | \$5,268 |
| 164 | Program Specialist/Outreach | 75 | \$4,336 | \$4,560 | \$4,777 | \$5,037 | \$5,268 |
| 201 | Program Specialist/PCTV | 75 | \$4,336 | \$4,560 | \$4,777 | \$5,037 | \$5,268 |
| 509 | Program Specialist/Placement | 75 | \$4,336 | \$4,560 | \$4,777 | \$5,037 | \$5,268 |
| 596 | Program Specialist/Student Activities | 75 | \$4,336 | \$4,560 | \$4,777 | \$5,037 | \$5,268 |
| 882 | Program Specialist/Student Services | 75 | \$4,336 | \$4,560 | \$4,777 | \$5,037 | \$5,268 |
| 847 | Program Specialist/Transfer Center | 75 | \$4,336 | \$4,560 | \$4,777 | \$5,037 | \$5,268 |
| 89 | Programmer | 80 | \$4,511 | \$4,739 | \$4,984 | \$5,224 | \$5,465 |
| 86 | Programmer Analyst | 89 | \$4,984 | \$5,224 | \$5,465 | \$5,749 | \$6,022 |
| 872 | Project Manager | 112 | \$6,684 | \$7,011 | \$7,367 | \$7,716 | \$8,102 |
| 876 | Public Information Officer | 96 | \$5,298 | \$5,562 | \$5,828 | \$6,114 | \$6,417 |
| 287 | Purchasing Assistant | 36 | \$3,276 | \$3,433 | \$3,590 | \$3,763 | \$3,946 |
| 849 | Regional CalWORKs Officer | 112 | \$6,684 | \$7,011 | \$7,367 | \$7,716 | \$8,102 |
| 967 | Research & Sys Tech Analyst | 114 | \$6,968 | \$7,297 | \$7,656 | \$8,029 | \$8,419 |
| 857 | Research and Planning Officer | 112 | \$6,684 | \$7,011 | \$7,367 | \$7,716 | \$8,102 |
| 543 | Research Data Spec/Assessment | 84 | \$4,662 | \$4,898 | \$5,152 | \$5,401 | \$5,650 |
| 523 | Research Data Spec/Matriculation | 84 | \$4,662 | \$4,898 | \$5,152 | \$5,401 | \$5,650 |
| 238 | Science Laboratory Technician/Biological | 45 | \$3,401 | \$3,566 | \$3,743 | \$3,918 | \$4,105 |
| 239 | Science Laboratory Technician/Chemistry | 45 | \$3,401 | \$3,566 | \$3,743 | \$3,918 | \$4,105 |
| 240 | Science Laboratory Technician/Landscape | 45 | \$3,401 | \$3,566 | \$3,743 | \$3,918 | \$4,105 |
| 243 | Secretary | 30 | \$3,199 | \$3,347 | \$3,519 | \$3,678 | \$3,852 |
| 927 | Small Business Adviser | 112 | \$6,684 | \$7,011 | \$7,367 | \$7,716 | \$8,102 |
| 10 | Sr. Admissions & Records Clerk | 32 | \$3,237 | \$3,393 | \$3,549 | \$3,719 | \$3,900 |
| 984 | Sr. Applications Software Programmer/Analyst | 123 | \$8,214 | \$8,907 | \$9,375 | \$9,867 | \$10,388 |
| 35 | Sr. Clerical Assistant | 25 | \$3,057 | \$3,199 | \$3,347 | \$3,519 | \$3,678 |
| 118 | Sr. Clerical Assistant, Typing | 25 | \$3,057 | \$3,199 | \$3,347 | \$3,519 | \$3,678 |
| 982 | Sr. College Information System Analyst | 114 | \$6,968 | \$7,297 | \$7,656 | \$8,029 | \$8,419 |
| 38 | Sr. Community Services Assistant/Outreach | 35 | \$3,247 | \$3,401 | \$3,566 | \$3,743 | \$3,918 |
| 41 | Sr. Computer Operator | 52 | \$3,499 | \$3,680 | \$3,854 | \$4,044 | \$4,244 |
| 809 | Sr. Duplicating & Support Services Technician | 49 | \$3,464 | \$3,634 | \$3,821 | \$4,005 | \$4,200 |
| 55 | Sr. Duplicating Services Technician | 49 | \$3,464 | \$3,634 | \$3,821 | \$4,005 | \$4,200 |
| 922 | Sr. Help Desk Support Technician | 88 | \$4,954 | \$5,193 | \$5,433 | \$5,714 | \$5,986 |
| 77 | Sr. Library Technician | 54 | \$3,608 | \$3,780 | \$3,963 | \$4,152 | \$4,350 |
| 583 | Sr. Network Coordinator | 102 | \$5,755 | \$6,029 | \$6,332 | \$6,632 | \$6,974 |
| 985 | Sr. PeopleSoft Database Admin | 123 | \$8,214 | \$8,907 | \$9,375 | \$9,867 | \$10,388 |
| 87 | Sr. Programmer Analyst | 101 | \$5,749 | \$6,022 | \$6,326 | \$6,626 | \$6,968 |
| 245 | Sr. Secretary | 48 | \$3,466 | \$3,631 | \$3,801 | \$3,975 | \$4,166 |
| 99 | Sr. Secretary, Stenography | 65 | \$3,942 | \$4,128 | \$4,324 | \$4,527 | \$4,749 |
| 913 | Staff Assistant, Vice President's Office | 67 | \$3,963 | \$4,152 | \$4,350 | \$4,560 | \$4,777 |
| 248 | Staff Assistant/Admin (General) | 55 | \$3,678 | \$3,852 | \$4,026 | \$4,218 | \$4,423 |
| 160 | Staff Assistant/Admin (Grants) | 55 | \$3,678 | \$3,852 | \$4,026 | \$4,218 | \$4,423 |
| 250 | Staff Assistant/Admin (Instruction) | 55 | \$3,678 | \$3,852 | \$4,026 | \$4,218 | \$4,423 |
| 854 | Staff Assistant/Administrative Services | 55 | \$3,678 | \$3,852 | \$4,026 | \$4,218 | \$4,423 |
| 505 | Staff Assistant/ASL & English | 55 | \$3,678 | \$3,852 | \$4,026 | \$4,218 | \$4,423 |

| Job Code | Title | Range | Step | | | | |
|----------|--|-------|---------|---------|---------|---------|---------|
| | | | A (1) | B (2) | C (3) | D (4) | E (5) |
| 102 | Staff Assistant/Business | 55 | \$3,678 | \$3,852 | \$4,026 | \$4,218 | \$4,423 |
| 558 | Staff Assistant/Business Services | 55 | \$3,678 | \$3,852 | \$4,026 | \$4,218 | \$4,423 |
| 824 | Staff Assistant/CalWORKs | 55 | \$3,678 | \$3,852 | \$4,026 | \$4,218 | \$4,423 |
| 88 | Staff Assistant/Communication Services | 55 | \$3,678 | \$3,852 | \$4,026 | \$4,218 | \$4,423 |
| 209 | Staff Assistant/DSPS | 55 | \$3,678 | \$3,852 | \$4,026 | \$4,218 | \$4,423 |
| 214 | Staff Assistant/EOPS | 55 | \$3,678 | \$3,852 | \$4,026 | \$4,218 | \$4,423 |
| 97 | Staff Assistant/Facilities Services | 55 | \$3,678 | \$3,852 | \$4,026 | \$4,218 | \$4,423 |
| 892 | Staff Assistant/Human Resources | 55 | \$3,678 | \$3,852 | \$4,026 | \$4,218 | \$4,423 |
| 936 | Staff Assistant/IT | 55 | \$3,678 | \$3,852 | \$4,026 | \$4,218 | \$4,423 |
| 507 | Staff Assistant/Marketing | 55 | \$3,678 | \$3,852 | \$4,026 | \$4,218 | \$4,423 |
| 860 | Staff Assistant/Orientation-Intake | 55 | \$3,678 | \$3,852 | \$4,026 | \$4,218 | \$4,423 |
| 575 | Staff Assistant/Payroll | 56 | \$3,683 | \$3,852 | \$4,031 | \$4,222 | \$4,427 |
| 945 | Staff Assistant/President's Office | 55 | \$3,678 | \$3,852 | \$4,026 | \$4,218 | \$4,423 |
| 158 | Staff Assistant/Program (Enabler) | 55 | \$3,678 | \$3,852 | \$4,026 | \$4,218 | \$4,423 |
| 880 | Staff Assistant/Purchasing | 56 | \$3,683 | \$3,852 | \$4,031 | \$4,222 | \$4,427 |
| 550 | Staff Assistant/Student Services | 55 | \$3,678 | \$3,852 | \$4,026 | \$4,218 | \$4,423 |
| 808 | Staff Assistant/Tech Prep Program | 55 | \$3,678 | \$3,852 | \$4,026 | \$4,218 | \$4,423 |
| 58 | Staff Services Specialist/Fiscal | 78 | \$4,440 | \$4,666 | \$4,904 | \$5,157 | \$5,406 |
| 569 | Stage & Production Assistant | 17 | \$2,873 | \$3,003 | \$3,160 | \$3,312 | \$3,474 |
| 130 | Stage & Production Supervisor | 57 | \$3,654 | \$3,829 | \$4,016 | \$4,214 | \$4,429 |
| 890 | Student Employment Specialist | 68 | \$3,941 | \$4,135 | \$4,341 | \$4,565 | \$4,783 |
| 139 | Student Personnel Services Specialist | 61 | \$3,784 | \$3,973 | \$4,169 | \$4,386 | \$4,594 |
| 971 | Student Services Specialist | 78 | \$4,440 | \$4,666 | \$4,904 | \$5,157 | \$5,406 |
| 855 | Supervisor, Admin. & Bus. Support Services | 105 | \$6,085 | \$6,385 | \$6,690 | \$7,018 | \$7,377 |
| 165 | Systems Programmer | 114 | \$6,968 | \$7,297 | \$7,656 | \$8,029 | \$8,419 |
| 223 | Telephone Operator/Receptionist | 25 | \$3,057 | \$3,199 | \$3,347 | \$3,519 | \$3,678 |
| 16 | Television Production Technician | 71 | \$4,099 | \$4,294 | \$4,514 | \$4,743 | \$4,987 |
| 115 | Tutorial Services Assistant | 38 | \$3,297 | \$3,450 | \$3,614 | \$3,790 | \$3,969 |
| 119 | Tutorial Services Specialist | 61 | \$3,784 | \$3,973 | \$4,169 | \$4,386 | \$4,594 |
| 955 | TV Broadcast Coordinator | 85 | \$4,728 | \$4,983 | \$5,211 | \$5,472 | \$5,733 |
| 904 | Web Content Developer | 94 | \$5,031 | \$5,431 | \$5,683 | \$5,964 | \$6,263 |

Created March 23, 2017

Board Approved: April 25, 2017

| Job Code | Title | Range |
|----------|---|-------|
| 891 | Academic Support Services Specialist | 91 |
| 003 | Account Clerk I | 19 |
| 004 | Account Clerk II | 31 |
| 555 | Accounting Services Technician | 43 |
| 2033 | Accounts Payable I | 67 |
| 2034 | Accounts Payable II | 71 |
| 005 | Accounting Technician | 51 |
| 009 | Admissions & Records Clerk | 22 |
| 273 | Admissions & Records Specialist | 85 |
| 965 | Admissions & Records Systems Technology Analyst | 114 |
| 247 | Admissions & Records Technician | 60 |
| 521 | Alternate Media Technology Specialist | 87 |
| 718 | Applications Software Analyst | 114 |
| 527 | Assistant Buyer | 86 |
| 017 | Audiovisual Services Assistant | 21 |
| 018 | Audiovisual Services Supervisor | 49 |
| 033 | Bursar | 66 |
| 526 | Buyer | 105 |
| 865 | CalWORKS Program Supervisor | 109 |
| 821 | Child Care Assistant I | 2 |
| 822 | Child Care Assistant II | 9 |
| 162 | Child Care Specialist | 34 |
| 023 | Clerical Assistant I | 4 |
| 116 | Clerical Assistant I, Typing | 4 |
| 024 | Clerical Assistant II | 13 |
| 117 | Clerical Assistant II, Typing | 13 |
| 805 | College Network Coordinator | 98 |
| 266 | Community Services Assistant I/Outreach | 17 |
| 037 | Community Services Assistant II/Outreach | 20 |
| 016 | Computer Electronics Technician | 71 |
| 295 | Computer Network Technician | 71 |
| 933 | Computer Operations Technician | 71 |
| 039 | Computer Operator I | 24 |
| 040 | Computer Operator II | 46 |
| 183 | Cook | 9 |
| 972 | Coordinator/ATLAS Program | 95 |
| 859 | Coordinator/Career and Transfer | 95 |
| 561 | Coordinator/Children's Center | 93 |
| 914 | Coordinator/EOPS | 95 |
| 935 | Coordinator/International Education | 95 |

| Job Code | Title | Range |
|-----------------|--|--------------|
| 063 | Coordinator/Interpreter Services | 95 |
| 940 | Coordinator/Learning Resource Center | 95 |
| 103 | Coordinator/Marketing | 95 |
| 535 | Coordinator/Tech Prep Program | 95 |
| 997 | Coordinator/Science | 95 |
| 285 | Cosmetology Lab Technician | 47 |
| 966 | Curriculum & Systems Technology Analyst | 114 |
| 996 | Curriculum & Student Outcomes Asst Specialist | 91 |
| 070 | Data Entry Operator I | 12 |
| 071 | Data Entry Operator II | 33 |
| 976 | Database Application Administrator | 114 |
| 818 | Department Network Coordinator | 90 |
| 288 | District Accounting Control Technician | 86 |
| 286 | District Accounting Technician | 73 |
| 193 | District Admissions Officer | 111 |
| 932 | District Client Services Coordinator | 107 |
| 544 | District Development Officer | 112 |
| 047 | District Financial Analyst | 110 |
| 898 | District IT Production Control Technician | 64 |
| 556 | District Purchasing / AP Supervisor | 107 |
| 931 | District Telecommunications System Coordinator | 107 |
| 858 | DSPS Adapted Computer Learning Technician | 83 |
| 056 | Duplicating Services Technician I | 15 |
| 057 | Duplicating Services Technician II | 27 |
| 834 | Educational Support Services Analyst | 92 |
| 019 | Electronics Technician | 74 |
| 145 | Facilities Planning Assistant | 72 |
| 934 | Facilities Project Coordinator | 105 |
| 981 | Facilities Services Specialist | 78 |
| 060 | Financial Aid & Placement Assistant | 56 |
| 813 | Financial Aid Program Supervisor | 100 |
| 877 | Financial Aid Specialist | 76 |
| 185 | Graphic Artist | 37 |
| 946 | Graphic Design Specialist | 87 |
| 195 | Graphics & Media Specialist | 44 |
| 163 | Head Child Care Specialist | 63 |
| 920 | Help Desk Support Technician I (Trainee) | 70 |
| 921 | Help Desk Support Technician II | 79 |
| 197 | Instructional Assistant/Art | 41 |
| 516 | Instructional Assistant/ Basic Skills | 41 |
| 101 | Instructional Assistant/CIS | 41 |

| Job Code | Title | Range |
|-----------------|--|--------------|
| 188 | Instructional Assistant/Computer Lab | 41 |
| 200 | Instructional Assistant/English | 41 |
| 095 | Instructional Assistant/LRC | 41 |
| 220 | Instructional Assistant/Mathematics | 41 |
| 510 | Instructional Assistant/Student Center Cafeteria | 41 |
| 95 | Instructional Assistant/Writing Center | 41 |
| 861 | International Student Support Specialist | 82 |
| 833 | Library Network Coordinator | 90 |
| 075 | Library Technician I | 28 |
| 076 | Library Technician II | 40 |
| 515 | Media Support Services Supervisor | 94 |
| 977 | Multimedia Services Specialist | 83 |
| 582 | Network Coordinator | 90 |
| 581 | Network Technician | 81 |
| 557 | Payroll Technician | 46 |
| 006 | Principal Accounting Technician | 66 |
| 021 | Principal Clerk | 36 |
| 030 | Principal Library Technician | 67 |
| 156 | Program Specialist/Assessment & Tutorial | 75 |
| 819 | Program Specialist/CARE | 75 |
| 864 | Program Specialist/CalWORKS | 75 |
| 863 | Program Specialist/Case Specialist | 75 |
| 878 | Program Specialist/DSPS | 75 |
| 542 | Program Specialist/EBSBDC | 75 |
| 862 | Program Specialist/Employer Liaison | 75 |
| 231 | Program Specialist/EOPS | 75 |
| 164 | Program Specialist/Outreach | 75 |
| 201 | Program Specialist/PCTV | 75 |
| 509 | Program Specialist/Placement | 75 |
| 235 | Program Specialist/RSVP | 75 |
| 596 | Program Specialist/Student Activities | 75 |
| 882 | Program Specialist/Student Services | 75 |
| 847 | Program Specialist/Transfer Center | 75 |
| 089 | Programmer | 80 |
| 086 | Programmer Analyst | 89 |
| 872 | Project Manager | 112 |
| 876 | Public Information Officer | 96 |
| 287 | Purchasing Assistant | 36 |
| 849 | Regional CalWORKS Officer | 112 |
| 857 | Research and Planning Officer | 112 |
| 967 | Research & Systems Technology Analyst | 114 |

| Job Code | Title | Range |
|----------|--|-------|
| 543 | Research Data Spec/Assessment | 84 |
| 523 | Research Data Spec/Matriculation | 84 |
| 238 | Science Laboratory Technician/Biological Science | 45 |
| 239 | Science Laboratory Technician/Chemistry | 45 |
| 240 | Science Laboratory Technician/Landscape Horticulture | 45 |
| 897 | Science Laboratory Technician/Microbiology | 45 |
| 241 | Science Laboratory Technician/Physical Science | 45 |
| 243 | Secretary | 30 |
| 244 | Secretary, Stenography | 42 |
| 927 | Small Business Adviser | 112 |
| 010 | Sr. Admissions & Records Clerk | 32 |
| 035 | Sr. Clerical Assistant | 25 |
| 246 | Sr. Clerical Assistant, Stenography | 26 |
| 118 | Sr. Clerical Assistant, Typing | 25 |
| 038 | Sr. Community Service Assistant/Outreach | 35 |
| 041 | Sr. Computer Operator | 52 |
| 055 | Sr. Duplicating Services Technician | 49 |
| 809 | Sr. Duplicating & Support Services Technician | 49 |
| 922 | Sr. Help Desk Support Technician | 88 |
| 077 | Sr. Library Technician | 54 |
| 583 | Sr. Network Coordinator | 102 |
| 087 | Sr. Programmer Analyst | 101 |
| 245 | Sr. Secretary | 48 |
| 099 | Sr. Secretary, Stenography | 65 |
| 248 | Staff Assistant/Admin (General) | 55 |
| 160 | Staff Assistant/Admin (Grants) | 55 |
| 250 | Staff Assistant/Admin (Instruction) | 55 |
| 854 | Staff Assistant/Administrative Services | 55 |
| 505 | Staff Assistant/ASL & English | 55 |
| 102 | Staff Assistant/Business | 55 |
| 558 | Staff Assistant/Business Services | 55 |
| 824 | Staff Assistant/CalWORKS | 55 |
| 088 | Staff Assistant/Communication Services | 55 |
| 209 | Staff Assistant/DSPS | 55 |
| 214 | Staff Assistant/EOPS | 55 |
| 097 | Staff Assistant/Facilities Services | 55 |
| 892 | Staff Assistant/Human Resources | 55 |
| 936 | Staff Assistant/IT | 55 |
| 507 | Staff Assistant/Marketing | 55 |
| 860 | Staff Assistant/Orientation-Intake | 55 |

| Job Code | Title | Range |
|-----------------|---|--------------|
| 575 | Staff Assistant/Payroll | 56 |
| 945 | Staff Assistant/President's Office (Administrative) | 55 |
| 158 | Staff Assistant/Program (Enabler) | 55 |
| 880 | Staff Assistant/Purchasing | 56 |
| 550 | Staff Assistant/Student Services | 55 |
| 808 | Staff Assistant/Tech Prep Program | 55 |
| 913 | Staff Assistant/Vice President's Office | 67 |
| 058 | Staff Services Specialist/Fiscal | 78 |
| 549 | Staff Services Specialist/General Services | 78 |
| 836 | Staff Services Specialist/Special Project | 78 |
| 569 | Stage & Production Assistant | 17 |
| 130 | Stage & Production Supervisor | 57 |
| 140 | Student Activities Advisor | 61 |
| 890 | Student Employment Specialist | 68 |
| 139 | Student Personnel Services Specialist | 61 |
| 855 | Supervisor, Admin. & Business Support Services | 105 |
| 165 | Systems Programmer | 114 |
| 223 | Telephone Operator/Receptionist | 25 |
| 956 | Television Production Technician | 71 |
| 115 | Tutorial Services Assistant | 38 |
| 119 | Tutorial Services Specialist | 61 |
| 955 | TV Broadcast Coordinator | 85 |
| 904 | Web Content Developer | 94 |
| | | |

The SEIU Peralta Chapter President shall have three (3) days and the remaining two (2) days shall be designated to other Peralta Chapter leadership.

The Union will provide an annual schedule to the District on July 1st of each year.

AGREEMENT BETWEEN
THE PERALTA COMMUNITY COLLEGE DISTRICT AND
THE SERVICE EMPLOYEES INTERNATIONAL UNION (PERMANENT EMPLOYEES)

This is to acknowledge that the parties have agreed to renew the Agreement between the Peralta Community College District (the "District") and the Service Employees International Union, Local 1021 (the "Union") for Permanent Employees with all terms and conditions to remain in full force and effect through June 30, 2010.

The Union expressly agrees that the attached Expedited Arbitration provision (Article 22.10) of the Agreement shall continue through June 30, 2010.

It is agreed and understood that the salary schedule shall be increased by a percentage reflecting the effective District COLA as identified and funded by the State for Fiscal Year 2008-2009 and 2009-2010. Repealer or any new general fund, growth money and non-designated money coming into the District Fiscal Year 2008-2009 and 2009-2010.

This renewal is subject to the approval of and ratification by the Union and the Peralta Community College District Board of Trustees. Once this renewal is fully executed, it shall remain in effect until the completion of a binding successor agreement by the parties, which shall supersede this renewal.

Signed and executed this 26th day of March, 2009.

FOR THE DISTRICT:

Thomas Smith
Thomas Smith
Vice Chancellor for Finance
and Administration, PCCCD

FOR THE UNION:

Kaden Kratzer
Kaden Kratzer, Worksite Organizer
SEIU Local 1021

Diana Lara
Diana Lara, PCCCD Chapter President

Greg Olivas
Greg Olivas, PCCCD Chief Steward

Mary Logan
Mary Logan

Becky Hsieh
Becky Hsieh

Ava Lee Pang
Ava Lee Pang

Sheryl Quinn
Sheryl Quinn

Marilyn MacIntyre
Marilyn MacIntyre

Louise Graham
Louise Graham

Belinda Van Buhler
Belinda Van Buhler

Date: June 23, 2010

From: District Negotiating Team

To: SEIU Local 1021

Subject: Counter-Proposal / ~~TENTATIVE AGREEMENT~~ 6/23, 2010

In exchange for a one (1) year renewal of the existing contract, the Peralta Community College District proposes the following:

- 1. Due to the District's financial condition as a result of decreased state funding and the District's structural deficit, the Peralta Community College District is asking SEIU to cover any increase in cost of health benefits coverage for its members in the 2010-2011 Budget Year over the costs incurred during the 2009-2010 Budget Year. Based on the latest information we have received on the increase in costs, we estimated the additional cost will be about \$388,973.

The District estimates that the savings of \$357,687.22 would be realized by six days of furloughs by SEIU. As such the District requests that SEIU agree to six (6) furlough days in order to cover the majority of the District's additional costs in health benefits for SEIU members. The furlough days would not apply to SEIU members who staff the Children's Centers. Those members are as follows:

- o Coordinator/Children's Center (All)
- o Child Care Specialist (All)
- o Child Care Assistant II (All)
- o Cook (All)
- o Clerical Assistant II (Jennifer Kelly)

Therefore, it is further agreed that:

- a. There will be no more than (1) furlough day in a month.
- b. July 2010 - One day at the employee's preference. Must notify supervisor by July 1, 2010, or the manager will schedule the date at his/her discretion.
- c. August 2010 - One day at the employee's preference. Must notify supervisor by July 15, 2010, or the manager will schedule the date at his/her discretion.
- d. November 2010 - One day at the employee's preference. Must notify supervisor by October 1, 2010, or the manager will schedule the date at his/her discretion.
- e. December 2010 - Last business day prior to Christmas Eve holiday.

[Handwritten Signature]
Page 2 of 3

- f. January 2011 – The next business day after the New Year's Day holiday.
 - g. April 2011 – Either Friday, April 15 (Last day before Spring Break) or Monday, April 25 (First day after Spring Break)
2. The structural deficit that is referenced in Item 1 is currently estimated to be in excess of \$23 million. (This amount is greater than the total budgets of three of the four Peralta Colleges.) The PCCD budget picture continues to change as the District's financial picture is being examined and revised by the District's recovery team. In addition to increased costs for health care benefits, there will also be an increased rate in the District's required contribution to PERS for each employee. Furthermore, the Legislative Analyst now anticipates that, rather than the original projection of no increase in growth, the State of California will actually decrease the apportionment to Peralta Community College District by an estimated \$4 million. This anticipated \$4 million in decreased apportionment from the state is reflected in the current structural deficit projection of \$23 million.


As a result of this emerging budget information, the District and SEIU Local 1021 agree to reopen negotiations no later than the October 11, 2010, to address SEIU's share in absorbing the anticipated additional decreases in revenue.

- 3. The District and SEIU Local 1021 shall reconcile the actual increases in benefits with reconciliation in October, 2010. Following the October reconciliation, SEIU Local 1021 and the District will adjust the SEIU contribution as required. If it is determined that the SEIU contribution for health benefits is greater than the increase in benefit costs, the contribution will be reduced. Any savings or increases as a result of the Dependent Verification Audit of SEIU members will adjust the SEIU contribution.
- 4. Any disputes concerning District calculations shall be negotiated between SEIU Local and the District. If not resolved, SEIU Local 1021 may follow the established grievance procedure.
- 5. All provisions, terms and conditions of this full contract renewal shall remain in effect for a one (1) year contract duration from July 1, 2010 – June 30, 2011; and shall automatically remain in effect until completion of a binding written agreement by the parties which shall supersede this Agreement.
- 6. The District agrees that the Expedited Arbitration provision (Article 22.10) of the Agreement shall continue through June 30, 2011.
- 7. Contract Duration (SEIU Regular Unit): One year July 1, 2010 through June 30, 2011.
- 8. Contract Duration (SEIU Hourly Unit): One year July 1, 2010 through June 30, 2011.

Deana Lara

[Signature]
Page 3 of 3

9. If any represented/unrepresented employee group and/or bargaining unit receive a wage increase, Peralta Community College District agrees to increase the salary schedule for SEIU Permanent and Hourly Employees.
10. The District proposes to exchange the Holiday observance of Admissions Day to a Holiday Observance of Cesar Chavez Day, which will be observed on the last day of the Spring Break. For the current Academic Year, this would be Friday, April 22, 2011. This clause is subject to approval by the Peralta Community College District Governing Board.

Diana Lara 
Wendi S. Allen 4/23/11

Tentative Agreement for a Three-Year Successor Agreement
Between the Peralta Community College District and SEIU Local 1021 (Hourly Employees)
July 1, 2012 through June 30, 2015

The Peralta Community College District ("District") and the SEIU (Hourly) Local 1021 (Union) have met in good faith and hereby agree to the following:

- a. The Collective Bargaining Agreement in effect during the period of July 1, 2012 through June 30, 2015, shall be and hereby is extended for the period of three years commencing July 1, 2012 up to and including June 30, 2015, or at such time a new contract is agreed to by the parties, whichever occurs first. This agreement shall be known as the 2012-2015 Tentative Agreement for a Three-Year Successor Agreement (Hourly Unit).
- b. This Agreement is subject to approval of the SEIU (Hourly) Local 1021 in accordance with its procedures, and, thereafter, to approval of the Peralta Board of Trustees.
- c. All dates and provisions specified in the 2011-2012 Agreement will be extended to reflect the 2012-2015 Successor Agreement.

This agreement shall become effective July 1, 2012 and shall continue in effect until June 30, 2015, and shall automatically remain in effect until completion of a binding written agreement by the parties, which shall supersede this Agreement.

By: W. P. Allen
Wise P. Allen, Chancellor
Peralta Community College District

Date: 3/27/12

By: Judy Lygent
Judy Lygent, J.D.
Vice Chancellor for Human Resources & Employee Relations
Peralta Community College District

Date: 3/26/12

By: Nely Oblacion
Nely Oblacion, Chief Negotiator
SEIU Local 1021

Date: MARCH 26, 2012

By: Abigail Brewer
Abigail Brewer, President
SEIU Local 1021

Date: 3-26-12

By: Matthew Lanza
Matthew Lanza, Field Representative
SEIU Local 1021

Date: 3/26/12

**THE PERALTA COMMUNITY COLLEGE DISTRICT and
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021**

**Permanent Employees Contract
Tentative Agreement
For the period July 1, 2012 through June 30, 2015**

The Peralta Community College District ("District") and the Service Employees International Union Local 1021 (Union) have met in good faith and hereby agree to the following:

Article 11: Health & Welfare Benefits

The District shall provide to each unit member and their eligible family members, health and welfare benefits. Health and welfare benefits are defined as medical, dental, vision, prescription drugs, employee and dependent life insurance, accidental death and dismemberment, long-term disability, and the employee assistance program (EAP).

Medical Plan

Individual unit members may select among the following plans as follows:

1. Kaiser Foundation Health Plan will be at no cost to the District's employees.
2. *PPO "Lite" plan (with no out-of-network coverage). The employee will have a monthly contribution of:

Employee Cost

- | | |
|-------------------------|------------|
| a. Single | \$15/month |
| b. Two-party | \$30/month |
| c. Three-party (family) | \$45/month |

3. *PPO "Traditional" plan – The employee shall pay the difference between the premium cost of the PPO "Traditional" plan and the premium cost of the PPO "Lite" plan.

*The District's self-funded medical plan currently administered by CoreSource.

Dental Plans

Individual unit members (employees) may select among the plans as follows:

- a. Delta Dental
- b. United Healthcare Dental

The District's maximum contribution for dental will be at the United Healthcare (UHC) Dental family rate for the duration of this agreement. The SEIU Local 1021 members shall pay the cost for Delta Dental as follows:

- a. During 2012-2013 and 2013-2014 fiscal years, employees shall contribute up to four (4) furlough days per year that will be taken by Union members as follows: October 2012, February 2013, April 2013 and June 2013. For the 2013-2014 fiscal year, the months will remain the same.
- b. During the 2013-2014, the parties agree to review the cost of Delta Dental for 2014-2015, and will negotiate costs with the understanding that any cost over the District's maximum contribution for United Healthcare Dental will be borne by the employees.

Cash-in-Lieu /Opt-Out Option (Medical and Dental Only)

1. Individual unit members who provide proof of other group medical and/or group dental coverage may decline enrollment into a medical and/or dental plan with the District. Employee will receive a monthly amount of \$225 for medical; flat amount (this reimbursement is an all or nothing option, employee and all eligible dependents (if applicable) must waive off the plan to be eligible for this flat reimbursement amount).
2. In addition to the medical monthly flat reimbursement for waiver of coverage due to other group medical coverage, a flat monthly amount of \$25 for group dental waiver is also available. Again, this reimbursement is an all or nothing option, employee and all eligible dependents (if applicable) must waive off the plan to be eligible for this flat reimbursement amount.
 - Participation on the Opt-Out Option for group medical and/or group dental is 100% voluntary; and
 - The amount is paid on a monthly basis; and
 - The amount is paid on an after-tax basis (taxable income to the employee); and
 - The amount will not be pro-rated to the FTE; and
 - Election of group medical and group dental opt-out is mutually exclusive, the member may elect to opt-out of medical only, dental only or medical and dental combined; and

- Continues into retirement until the attainment of Medicare eligibility.

Opt-out Election

It is the responsibility of the member to complete the requisite items as indicated below (no exceptions will be provided):

Cash-in-lieu form; and

Provide District written verification of other group medical and/or dental coverage from the insurer within 30 days from the election to participate in the District's cash-in-lieu plan.

Opt-in

It is the responsibility of the member to complete the enrollment form and submit documentation within 30 days of initial hire, open enrollment or a qualifying event as defined by the Health Insurance Portability and Accountability Act of 1996 (see below).

Qualifying events: Marriage, Divorce, Legal Separation, Birth, Adoption, Death, Termination of employment (unit member or eligible dependents); Exhaustion of COBRA, Individual no longer resides or works in HMO service area, Individual ceases to be a dependent, Plan terminates a benefit plan option, Children's Health Insurance Plan/Medicaid Rule; Meeting or exceeding a plans lifetime maximum on all benefits.

By opting-in, you will receive benefits in effect at the time of the opt-in.

Me-too Clause

If during the life of this Agreement, the District agrees to provide a higher amount to another employee group for cash-in-lieu of, upon finalization of such an agreement, the District shall provide members SEIU Local 1021 the same amount paid to other employee groups for opting-out.

Re-Openers

For anticipated medical and dental rate increases for the second and third year of the contract (2013-2014 and 2014-2015), any increase or decrease in funding or change in available resources, including but not limited to cost of living and growth monies, the District and SEIU Local 1021 agree to re-open negotiations regarding the allocation of these funds.



The Union and the District will re-open negotiations for up to three (3) non-economic articles.

Retiree Medical Benefits

Retiree Medical (retirements after July 1, 2012)

Retirees will not be subject to the monthly premium contributions of active unit members for the PPO Lite Plan. Retirees who elect the PPO Traditional health benefit plan will pay the premium difference between the PPO Lite plan and the PPO Traditional health plan for retirees.

Example for Fiscal Year 2012-13*

| | | |
|----------------------------|----------------------------|-----------------------------|
| PPO Traditional | PPO Lite | |
| Monthly Cost @ Family Rate | Monthly Cost @ Family Rate | = Cost to Retiree per month |
| (\$2,370.00) | (\$2,142.00) | (\$228.00) |

*This is for illustration purposes only

Retirees and eligible dependents who move out-of-state (applies to retirements after July 1, 2012)

Year 1 (2012-2013): Status quo (current) coverage for eligible dependents or people who retire AND move out of California.

Year 2 (2013-2014) and Year 3 (2014-2015): Revisit out-of-state networks. PCCD and SEIU Local 1021 shall work together to make every reasonable effort to provide out-of-state retirees a network similar to the California Anthem BlueCross network, beginning in Year 2.

Mandated Enrollment in Medicare Parts A and B

Retired unit members, upon reaching Medicare eligibility age, shall enroll in Medicare Parts A and B, and notify the District of their enrollment. Employees hired before July 1, 2004 shall become eligible for Medicare by paying District-reimbursed Medicare tax. When such employees reach the age of Medicare eligibility (currently age 65) they shall enroll in Medicare Parts A and B, provided the District pays 100% of the current and future costs of Medicare premiums and continues to provide, at District expense, medical coverage consistent with coverage offered to active employees at time of retirement. The District shall pay or reimburse the retiree for the current and future costs of the Medicare premiums. The District shall pay the Medicare taxes of such employees. After enrolling in Medicare, no individual shall receive less coverage (for example, reduced benefits, increased co-pays, increased deductibles) as a result of enrolling in Medicare.

Medicare sign-up shall be required in order to maintain retirement medical benefits. For any unit member who retires after July 1, 2012, and who willfully elects not to enroll in Medicare Parts A and B, the District may terminate the retiree's District-paid health benefits, provided:

1. The retiree is provided at least two notices via regular and certified mail, the first at least 60 days prior to termination; the second at least 30 days prior to termination.
2. The notice shall be written in plain language.
3. The SEIU Local 1021 will be sent a copy of both notices.
4. The District shall make at least two efforts to speak to the retiree telephonically during the 60-day period in #1 above. The times and dates of the calls shall be made available to the SEIU Local 1021.
5. If the retiree has a legal guardian or someone with power-of-attorney, the District shall undertake reasonable effort to notify such person via mail and the telephone number on record with the District. The retiree will notify the District in the event that a legal guardian or power-of-attorney is appointed.
6. The Vice Chancellor of Human Resources and Employee Relations shall meet and discuss any planned termination of benefits with the SEIU Local 1021 President, on request, at least 15 working days prior to the termination of medical benefits.
7. The benefits shall not be terminated retroactively.
8. The Vice Chancellor of Human Resources and Employee Relations shall have the authority to continue retiree benefits in cases where unforeseen circumstances did not allow the retiree to enroll in Medicare Parts A and B in a timely fashion.
9. Should a retiree whose District benefits have been terminated due to failure to enroll in Medicare subsequently enroll, the District shall reinstate the retiree's District-paid health benefits.

Hold SEIU Local 1021 harmless in case of retiree lawsuit

Should 1) the requirement to enroll in Medicare; 2) the termination of any unit member who retires after July 1, 2012, and spouse or dependents resulting from a failure to enroll in Medicare; or 3) the decision to provide the PPO Lite plan, but not the PPO Traditional plan, to post July 1, 2012 retirees without premiums, be challenged in any forum, and if the SEIU Local 1021 is named as a party, the District hereby agrees to defend, hold harmless and indemnify SEIU Local 1021, its officers, agents, representatives and affiliates for an adverse final judgment. The District shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, litigated or appealed.

Article 30.3: Length of Agreement

This agreement shall become effective July 1, 2012 and shall continue in effect until June 30, 2015, and shall automatically remain in effect until completion of a binding written agreement by the parties, which shall supersede this Agreement.

melay

For Peralta Community College District:

By: Wise E. Allen Date: 3/27/12
Wise E. Allen, Chancellor

By: Trudy Largent Date: 3/26/12
Trudy Largent, J.D., Vice Chancellor
Human Resources & Employee Relations

For SEIU, Local 1021:

By: [Signature] Date: MAR 26, 2012
Nely Obligation, Chief Negotiator

By: [Signature] Date: 3/26/12
Matthew Lanza, Field Representative

By: [Signature] Date: 3-26-12
Abigail Brewer, Peralta Chapter President, SEIU

maly

Side Letter of Agreement between
 Peralta Community College District and SEIU Local 1021 Permanent Employees
 July 24, 2012

The Peralta Community College District ("District") and the SEIU Local 1021 hereinafter (Union), hereby agree to add new ranges to the salary scale for permanent employees. This change is effective July 1, 2012. Nine (9) new ranges are added to the regular pay scale listed in Appendix 2 of the contract between the District and the Union. This agreement does not increase or alter any of the previously existing salary ranges. Effective July 1, 2012, this agreement adds ranges 115 through 123:

| | | | | | |
|--|-------|-------|-------|-------|-------|
| | 6,214 | 6,541 | 6,868 | 7,248 | 7,630 |
| | 6,358 | 6,692 | 7,044 | 7,415 | 7,806 |
| | 6,505 | 6,847 | 7,208 | 7,587 | 7,987 |
| | 6,656 | 7,007 | 7,376 | 7,764 | 8,173 |
| | 6,811 | 7,170 | 7,547 | 7,941 | 8,383 |
| | 6,969 | 7,336 | 7,722 | 8,129 | 8,557 |
| | 7,131 | 7,507 | 7,902 | 8,312 | 8,758 |
| | 7,297 | 7,681 | 8,085 | 8,511 | 8,959 |
| | 7,466 | 7,859 | 8,273 | 8,708 | 9,187 |

These new ranges are being added as a result of a classification and compensation study conducted by the District which resulted in the establishment of two (2) new information technology classifications within SEIU that need to be compensated at levels above the established ranges: Sr. PeopleSoft Database Administrator (Range 123) and Sr. Application Software Programmer/Analyst (Range 123). Two other new classifications within existing ranges were also established: Network Support Services Specialist (Range 92) and Sr. College Information Systems Analyst (Range 114).

For Peralta Community College District:

By: [Signature] Date: 8.21.12
 Dr. José M. Ortiz, Chancellor

By: [Signature] Date: 8/20/2012
 Trudy Largent, J.D., Vice Chancellor for Human Resources & Employee Relations

For SEIU, Local 1021:

By: [Signature] Date: AUGUST 6, 2012
 Nely Obligacion, Chief Negotiator

By: [Signature] Date: 8/6/12
 Matthew Lanza, Field Representative

By: [Signature] Date: 8-7-12
 Abigail Brewer, Peralta Chapter President

Side Letter of Agreement Between
Peralta Community College District and SEIU Local 1021, Permanent Employees
June 17, 2013 through July 26, 2013

The Peralta Community College District ("District") and SEIU Local 1021 ("Union") hereby agree to a Side Letter of Agreement for the 4/10 Summer Work Schedule.

Union agrees to work the 4/10 Summer Work Schedule for the 2013-2014 year for the period beginning June 17, 2013, through (ending) July 26, 2013.

Implementation of the 4/10 Summer Work Schedule includes the following provisions:

1. The District shall be closed to the public on Fridays, Saturdays, and Sundays commencing during the 4/10 Summer Work Schedule.
2. The standard work day during this period will be for 10 hours, from 8 a.m. to 6:30 p.m.
3. If an employee who normally works a swing shift or graveyard shift will work a 10-hour day, their workday will start two hours earlier so that the ending time of their shift does not change.
4. The Office of Human Resources will issue a form on which members will indicate their work schedule. This schedule will indicate whether the employee is agreeing to work either an 8- or a 10-hour day for each day during the designated Summer Work Schedule. For all days in which the member will work 8 hours, they will also indicate which type of leave they want designated to make up the remaining 2 hours in the workday. During this period, SEIU members will have the following options:
 - A. Work 10 hours per day, Monday through Thursday.
 - B. Work 8 hours per day, Monday through Thursday, and take 8 hours of any combination of the following types of leave:
 - a. Vacation hours
 - b. Previously Earned Comp Time
 - c. Floating Holiday Hours
 - d. Leave without Pay (Including the June 2013 Furlough Day as Previously Negotiated)
5. The regular work schedule will return to a 5-day, 8-hour workday effective Monday, July 29, 2013. Any future proposal for a 4/10 Summer Work Schedule is subject to negotiation between the District and SEIU Local 1021.


Side Letter of Agreement between FCCD to SEIU Local 1021
2013 Summer Work Schedule

Page 2

- 6. All employees who work more than 10 hours per day during the 4/10 Summer Work Schedule will be entitled to overtime pay.
- 7. All work in excess of 10 hours in any 24-hour period shall be paid for at one and one-half (1 and 1/2) times the regular rate for the first 4 hours of such excess and at two (2) times the regular rate for the balance of such excess.
- 8. Except for health and safety reasons, such as science labs and/or horticultural programs that may require refrigeration, all indoor District facilities, including College of Alameda, Berkeley City College, Laney College, Merritt College, and the District Office will be closed on Fridays, Saturdays, and Sundays during the 4/10 Summer Work Schedule.

An exception to the Friday campus and facility closure shall be made for all permanent and hourly employees working at District Childcare facilities in that their regular work schedules shall continue at 8 hours per day, five days per week, Monday through Friday. The District and Union are in agreement that all District childcare centers may remain open and operational on Fridays, commencing during the week beginning June 17, 2013, through (and) July 26, 2013.

For Peralta Community College District:

By:  Date: 5/9/2013
 Tracy Largent, JD
 Vice Chancellor for Human Resources & Employee Relations
 Peralta Community College District

For SEIU Local 1021:

By:  Date: 5-7-13
 Masha Lanza, Field Representative

By:  Date: 5-9-2013
 Abigail Brewer, Chapter President

**THE PERALTA COMMUNITY COLLEGE DISTRICT and
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021**

**Permanent Employees Contract
Tentative Agreement on Re-openers for Successor Agreement
For the period July 1, 2012 through June 30, 2015**

The Peralta Community College District ("District") and the Service Employees International Union Local 1021 (Union) have met in good faith and hereby agree to the following:

Article 5 Evaluation Procedures:

Article 5.1 (c) (Addition)

The unit member has the right to submit a rebuttal to an annual evaluation within ten (10) working days.

Article 5 (c) (Amended language)

For permanent employees, the evaluation shall occur annually during the month in which the employee attains permanency in his or her present position, but no later than 30 working days thereafter.

Article 5.1 (d)

For permanent employees returning from a leave, and where the unit member's annual evaluation was to take place while they were on leave, the first-level manager will have the right to conduct the annual evaluation no sooner than thirty (30) working days and within sixty (60) working days after the unit member's return.

For unit members returning from leave and who return after their anniversary/evaluation date, the unit member can only be evaluated for the time worked during the evaluation period in the previous year.

In the event that the unit member was supervised by more than one first-level manager during their evaluation period due to organizational changes or extenuating circumstances, the evaluation shall contain a statement explaining the division of time between first-level managers included in the evaluation. Each first level manager's evaluation shall be limited to the time they supervised the unit member.

Article 5.2

For permanent employees, where there are performance deficiencies by a unit member, the first-level manager shall provide the employee with a written notice of the deficiencies. A reasonable

period of remediation shall be granted before the annual performance evaluation is given and the unit member shall make a reasonable effort to improve their performance in accordance with the performance improvement plan.

If a performance deficiency is noted by a first-level manager, it shall be brought to the unit member's attention in a specific manner, so as to give the unit member a clear notice of the problem. The first-level manager shall offer suggestions for improvement, may offer training opportunities for improvement, and shall do so in writing. The unit member will then be given a reasonable opportunity to correct the problem before any further action is taken against him/her.

When a deficiency is satisfactorily corrected, the unit member shall be so informed in writing. It shall be presumed that the unit member's performance continues to be satisfactory, unless the unit member has been otherwise notified in writing of less than satisfactory performance and/or a need to improve.

For the purpose of this Article, the term "performance deficiencies" does not include circumstances involving potential workplace violence or alleged violation of the District's Unlawful Discrimination and Sexual Harassment Complaint and Investigation Procedures for Employees and Students.

~~Unit members have the right to rebut a performance improvement plan and submit it to Human Resources within ten (10) working days after receipt of the plan.~~

Article 10.2 Pay Rates:

- A. The District will provide SEIU Local 1021 the equivalent of a 3% across-the-board salary increase effective July 1, 2013, on the permanent employees' Salary Schedule for fiscal year 2013-2014, only for employees employed with the District on or after July 1, 2013.
- B. In addition, for fiscal year 2013-2014, the District will provide SEIU Local 1021 a one-time sum of the equivalent of 1% of prior year (2012-2013) FERS earned wages credit. This credit is off the salary schedule and will be used by SEIU to partially offset anticipated Delta Dental employee costs in 2013-2014.

Me too Clause

If during the duration of this agreement, the District agrees to provide a higher salary increase to another employee group, upon finalization of such an agreement, the District shall provide members of SEIU Local 1021 the same salary increase paid to other employee groups.

Fiscal Year 2014-2015

Re-opener on the allocation of COLA as identified and funded by the State for Fiscal Year 2014-2015, and any Restoration funding from the State for Fiscal Year 2014-2015.

New Article 10.8 (n) Desk Audit/Classification Studies:

The unit member has the right to submit a desk audit/classification review request to the District's Human Resources department. The unit member shall submit the Desk Audit form to their first-level manager for acknowledgment purposes only. The first-level manager has ten (10) days to sign the form and forward it to Human Resources, and may include any comments he or she believes to be relevant. It is Human Resources' responsibility to notify the employee, first-level manager, and the Union of the desk audit/classification review results.

The District's Human Resources department shall complete a desk audit/classification review within ninety (90) days after submission by the unit member, unless an extension is mutually agreed on by the Union and District.

Article 11 Health & Welfare Benefits:**Dental Plan – District's Maximum Contribution**

The District's maximum contribution for dental expense shall be based on premium cost for United Healthcare (UHC) Dental family rate for the duration of this agreement. The SEIU Local 1021 members shall pay the cost for Delta Dental as follows:

A. For Fiscal Year 2013-14:

- a. The credit as described in Article 10.2 Pay Rate (Section B); and
- b. Employees shall contribute 12 hours and 15 minutes of unpaid hours ("absent from work" as defined by CalPERS) that will be taken by Union members as follows: 4 hours and 15 minutes in October, 2013, and 8 hours in June 2014.

For 2014-2015, the existing language in the 2012-2015 Successor Agreement remains unchanged regarding dental costs.

Article 18.3 Notification Rights:

Permanent classified employees affected by layoff shall be notified by certified mail at the last known address no less than 60 calendar days from the date of postmark of the certified letter. All notices of layoff shall be issued to the Union simultaneously with notice to the affected employee. Any layoff notices sent to the Union shall include an up-to-date District-wide seniority list and a list of all vacancies authorized for filling.

Article 20.1 District Compliance (New Language)

The District shall create a District-wide working environment free from hostility and intimidation pursuant to Board Policy 7380 and Administrative Procedure 7380: Ethics, Civility and Mutual Respect, or any subsequent related policy approved by the Board of Trustees.

Article 21.3.3 Level III Grievance Procedures (New Language):

- **Chancellor's Review:**
If the grievant is not satisfied with the results of his/her grievance at Level II, he/she may continue to Level III. The grievant shall fill out and file Level III of the Grievance Form with the Chancellor or his or her designee within ten (10) days of the written response by the grievant's first level manager.
- The Chancellor or his/her designee shall provide his/her response in writing to the grievant and College President, or appropriate District Vice Chancellor, within ten (10) days.

New Article 21:3.4 Level IV Mediation:

- A. It is the understanding of the District and the Union that the State Mediation and Conciliation Service (SMCS) is at no cost. In the event the SMCS charges for these services in the future, the District and the Union will share the cost equally.
- B. If there is no mutual agreement for mediation between the District and the Union within 15 days of the Level III decision, the District or the Union may proceed to Level V, Binding Arbitration.

21.3.5 Level V Binding Arbitration:

- Existing contract language remains the same regarding Binding Arbitration.

For Peralta Community College District:

By: [Signature] Date: 9.19.13

Jose M. Ortiz, Chancellor

By: [Signature] Date: 9/19/13

Trudy Largent, J.D.
Vice Chancellor for Human Resources & Employee Relations

For SEIU Local 1021:

By: [Signature] Date: SEPTEMBER 19, 2013
Nely Obligation, Chief Negotiator

By: Abigail P. Brewer
Abigail Brewer, President, SEIU Local 1021

Date: 9/13/13

By: Matthew Lanza
Matthew Lanza, Field Representative

Date: 9/10/13

Tentative Agreement

Between the Peralta Community College District and
SEIU Local 1021 Permanent Employees

The Peralta Community College District ("District") and SEIU Local 1021 ("Union") have met in good faith, and hereby agree to the following:

4/10 Summer Work Schedule 2014.

During the 2014 calendar year the Union agrees to work a 4/10 Summer Work Schedule for seven weeks in duration for the following dates:

Start: Munday, June 9, 2014 (first 4/10 Friday is June 13, 2014)
End: Friday, August 1, 2014 (employees will return to a 5-day, 8-hour work day on Monday, August 4, 2014)

Exception: Classes are in session on Thursday July 3, 2014. Thus, the District will be open for business. Therefore, during the week of June 30, 2014, employees will work a regular 5-day, 8-hour work week, with Friday, July 4, 2014 off in observance of the holiday.

Implementation of the 4/10 Summer Work Schedule includes the following provisions:

1. The District shall be closed to the public on Fridays, Saturdays, and Sundays.
2. The standard work day during this period will be for 10 hours, from 8:00 a.m. to 6:30 p.m. However, at the discretion of the first level manager, employees may choose one of the following options:

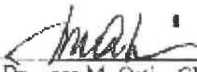
- Option 1: 8:00am-6:30pm
- Option 2: 7:00am-5:30pm
- Option 3: 7:30am-6:00pm
- Option 4: 8:30am-7:00pm

3. By the end of the day on Tuesday, May 27, 2014 each employee will be notified of the...

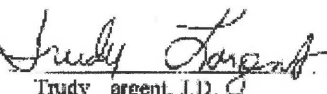
- A. Work 10 hours per day, Monday through Thursday.
 - B. Work 8 hours per day, Monday through Thursday, and take 2 hours per day of any combination of the following types of leave:
 - a. Vacation Hours
 - b. Previously earned Comp Time
 - c. Floating Holiday Hours
 - d. Leave without Pay
4. If an employee who normally works a swing shift or graveyard shift will work a 10-hour day, their workday will start 2 hours earlier so that the ending time of their shift does not change.
 5. Classes are in session on Thursday July 3, 2014. Thus, the District will be open for business. Therefore, during the week of June 30, 2014, employees will work a regular 5-day, 8-hour work week, with Friday, July 4, 2014 off, in observance of the holiday.
 6. All employees who work more than 10 hours per day during the 4/10 Summer Work Schedule will be entitled to overtime pay.
 7. All work in excess of 10 hours in any 24-hour period shall be paid for at one and one-half (1 1/2) times the regular rate for the first 4 hours of such excess, and at two (2) times the regular rate for the balance of such excess.
 8. Except for health and safety reasons, such as science labs and/or horticultural programs that may require refrigeration or tending, all indoor district facilities, including College of Alameda, Berkeley City College, Laney College, Merritt College, and the District Office will be closed to the public on Fridays, Saturdays, and Sundays during the 4/10 Summer Work Schedule.
 9. The regular work schedule will return to a 5-day, 8-hour work day, effective August 4, 2014.
 10. An exception to the Friday District and facility closure shall be made for all permanent and hourly employees working at District Childcare facilities in that their regular work schedules shall continue at 8 hours per day, 5 days per week, Monday through Friday. The District and Union are in agreement that all District Childcare Centers may remain open and operational on Fridays, commencing during the week beginning June 9, 2014, through August 4, 2014.

Furlough/Unpaid Day

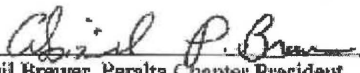
In exchange for the Union agreeing to the 4/10 Summer Work Schedule, the District agrees to waive the 8-hour furlough/unpaid day that employees would otherwise be obligated to take in June 2014, to pay the employee contribution for Delta Dental.

By: 
Dr. Jose M. Ortiz, Chancellor
Peralta Community College District

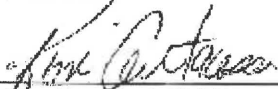
Date: 5/11/11

By: 
Trudy Argent, J.D.
Vice Chancellor for Human Resources & Employee Relations
Peralta Community College District

Date: P-0, 1/11

By: 
Abigail Brewer, Peralta Chapter President,
SEIU L1021

Date: 4/30/2014

By: 
Kim Cantacassi, Field Representative,
SEIU L1021

Date: 11/10/11

**Memorandum of Understanding
Between Peralta Community College District and SEIU Local 1021 Permanent Employees**

The Peralta Community College District ("District") and the SEIU Local 1021 (Union) have met in good faith and hereby agree to the following:

Article 11 Health & Welfare Benefits

Dental Plan – District's Maximum Contribution and Delta Dental

The District's maximum contribution for dental cost expenses shall be based on premium for United HealthCare (UHC) Dental family rate. The SEIU Local 1021 shall pay the cost for Delta Dental. Effective July 1, 2014, the Union elects to participate in the "Delta Dental PPO plus Premier Plan," which features a calendar year benefit increase from \$1,500 per year to \$1,600 per year. During 2014-2015, the cost for the union's contribution to Delta Dental PPO plus Premier Plan over the District's maximum contribution is \$199,374.

For Peralta Community College District:

By: *Jose M. Ortiz*
Jose M. Ortiz, Chancellor

Date: 7.2.14

By: *Judy Largent*
Judy Largent, J.D., Vice Chancellor for
Human Resources & Employee Relations

Date: 6/25/14

For SEIU Local 1021:

By: *Matthew Lanza*
Matthew Lanza, Field Representative

Date: 6/25/14

By: *Chad Brewer*
Chad Brewer, Peralta Chapter President

Date: 6/25/14

Memorandum of Understanding
Between Peralta Community College District and SEIU Local 1021 Permanent Employees

The Peralta Community College District ("District") and the SEIU Local 1021 (Union) have met in good faith and hereby agree to the following:

Article 11 Health & Welfare Benefits:

Dental Plan - District's Maximum Contribution and Delta Dental

The District's maximum contribution for dental cost expenses shall be based on premium for United HealthCare (UHC) Dental family rate. The SEIU Local 1021 shall pay the cost for Delta Dental. Effective July 1, 2014, the Union elects to participate in the "Delta Dental PPO plus Premier Plan," which features a calendar year benefit increase from \$1,500 per year to \$1,600 per year. During 2014-2015, the cost for the union's contribution to Delta Dental PPO plus Premier Plan over the District's maximum contribution is \$199,374, which equates to each Union member taking a total of 3.79 furlough/unpaid days during 2014-2015.

To foster good employee relations between the District and SEIU 1021, the District agrees to reduce the total number of employee furlough/unpaid days, that Union employees would otherwise be obligated to take during 2014-2015 to pay employee contribution for Delta Dental, from 3.79 days to 3.50 days.

A. For Fiscal Year 2014-2015:

- a. SEIU Local 1021 costs for Delta Dental is \$184,158.
b. Employees shall contribute 28 hours of furlough/unpaid hours ("absent from work" as defined by CalPERS) that will be taken by Union members as follows: 8 hours in July 2014, 8 hours in April 2015, 4 hours in May 2015, and 8 hours June 2015.

The existing language in the 2012-2015 Successor Agreement executed on March 26, 2012, remains unchanged regarding dental costs and the District's maximum contribution to dental premiums. This agreement is not precedented setting.

For Peralta Community College District:

By: [Signature]
Jose M. Urtie, Chancellor
By: [Signature]
Tracy Largent, J.D., Vice Chancellor for Human Resources & Employee Relations

Date: 7.5.14
Date: 7/2/14

For SEIU Local 1021:

By: [Signature]
Matthew Lenza, Field Representative
By: [Signature]
Abigail Brewer, Peralta Chapter President

Date: 7/13/14
Date: 7-2-14

**Memorandum of Understanding
Between
Peralta Community College District and
SEIU Local 1021**

The previously determined date to observe the Malcolm X Day holiday was May 19th which is in accordance with the previously agreed Academic calendar for 2016.

However, the Union has agreed with the District to change the observance of Malcolm X Day holiday from Thursday, May 19, 2016 to Friday, May 20, 2016.

**For Peralta Community College
District:**

By:  Date: 4/17/15
Trudy Targent, J.D., Vice Chancellor
For Human Resources & Employee Relations

For SEIU 1021:

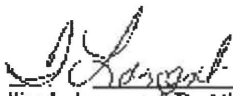
By:  Date: 4/17/15
Abigail P. Brewer, Peralta Chapter President
SEIU L: 021

**Memorandum of Understanding
Between
Peralta Community College District and
SEIU Local 1021**

The previously determined date to observe the Cesar Chavez Day holiday was March 25th which is in accordance with the previously agreed Academic calendar for 2016.

However, the Union has agreed with the District to change the observance of Cesar Chavez Day holiday from Friday, March 25, 2016 to Thursday, March 31, 2016.

**For Peralta Community College
District:**

By:  Date: 4/17/15
Trudy Largent, J.D., Vice Chancellor
For Human Resources & Employee Relations

For SEIU 1021:

By:  Date: 4-17-2015
Abigail P. Brewer, Peralta Chapter President
SEIU 1021

**PERALTA COMMUNITY COLLEGE DISTRICT and
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021**

Permanent Employees Contract Tentative Agreement

The Peralta Community College District ("District") and the Service Employees International Union Local 1021 (Union) have met in good faith and hereby agree to the following:

For 2014-2015:

Article 9 Hours and Overtime:

4/10 Summer Work Schedule 2015:

During the 2014-2015 calendar year, the Union agrees to work a 4/10 Summer Work Schedule for eight weeks in duration for the following dates:

Start: Monday, June 1, 2015 (first 4/10 Friday is June 5, 2015)
End: Friday, July 24, 2015 (employees will return to a 5-day, 8-hour work day on Monday, July 27, 2015)

Exception: Classes are in session on Thursday July 2, 2015. Thus, the District will be open for business. Therefore, during the week of June 29, 2015, employees will work a regular 5-day, 8-hour work week, with Friday, July 3, 2015 off, in observance of the holiday.

Implementation of the 4/10 Summer Work Schedule includes the following provisions:

1. The District shall be closed to the public on Fridays, Saturdays, and Sundays.
2. The standard work day during this period will be for 10 hours, from 8:00 a.m. to 6:30 p.m. However, at the discretion of the first level manager, employees may choose one of the following options:

(Note: Any other alternate schedule must be approved by the first-level manager.)

| | |
|-----------|-------------------|
| Option 1: | 8:00 am – 6:30 pm |
| Option 2: | 7:00 am – 5:30 pm |
| Option 3: | 7:30 am – 6:00 pm |
| Option 4: | 8:30 am – 7:00 pm |

3. By the end of the day Thursday, May 28, 2015, (subject to SEIU ratification of the Tentative Agreement on Friday, May 29, 2015) each employee must inform their first-level manager of the schedule option they wish to take during this period. The Office of Human Resources will issue the form on which the employee will indicate their work schedule.

This schedule will indicate whether the employee is agreeing to work either an 8- or a 10-hour day for each day during the designated period of 4/10 work schedule. For all days in which the employee will work 8 hours, they will also indicate which type of leave they want to designate to make up the remaining two (2) hours in the workday. During this period, employees will have the following options:

- A. Work 10 hours per day, Monday through Thursday.
- B. Work 8 hours per day, Monday through Thursday, and take 2 hours per day of any combination of the following types of leave:
 - a. Vacation Hours
 - b. Previously earned Comp Time
 - c. Floating Holiday Hours
 - d. Leave without Pay
4. If an employee who normally works a swing shift or graveyard shift will work a 10-hour day, their workday will start 2 hours earlier so that the ending time of their shift does not change.
5. Classes are in session on Thursday July 2, 2015. Thus, the District will be open for business. Therefore, during the week of June 29, 2015, employees will work a regular 5-day, 8-hour work week, with Friday, July 3, 2015 off, in observance of the holiday.
6. All employees who work more than 10 hours per day, or over 40 hours a week during the 4/10 Summer Work Schedule will be entitled to overtime pay.
7. All work in excess of 10 hours in any 24-hour period shall be paid for at one and one-half (1 ½) times the regular rate for the first 4 hours of such excess, and at two (2) times the regular rate for the balance of such excess.
8. Except for health and safety reasons, such as science labs and/or horticultural programs that may require refrigeration or cooling, all indoor district facilities, including College of Alameda, Berkeley City College, Laney College, Merritt College, and the District Office will be closed to the public on Fridays, Saturdays, and Sundays during the 4/10 Summer Work Schedule.
9. The regular work schedule will return to a 5-day, 8-hour work day, effective July 27, 2015.
10. An exception to the Friday District and facility closure shall be made for all permanent and hourly employees working at District Childcare facilities in that their regular work schedules shall continue at 8 hours per day, 5 days per week, Monday through Friday. The District and Union are in agreement that all District Childcare Centers may remain open and operational on Fridays, commencing during the week beginning June 1, 2015, through July 24, 2015.

Article 10.2 Pay Rates:

A. The District will provide SEIU Local 1021 the equivalent of a 3% across-the-board salary increase effective July 1, 2014, on the permanent employees' Salary Schedule for fiscal year 2014-2015 only for employees who were employed with the District on or after July 1, 2014.

"Me-too" Clause

If during the duration of this agreement, the District agrees to provide a higher salary increase to another employee group, upon finalization of such an agreement, the District shall provide members of SEIU Local 1021 the same salary increase paid to other employee groups.

Article 11 Health & Welfare Benefits:

Purlough/Unpaid Day

In exchange for the Union agreeing to the 4/10 Summer Work Schedule, the District agrees to waive the 8-hour furlough/unpaid day that employees would otherwise be obligated to take in June 2015, in pay the employee contribution for Delta Dental for 2014-2015.

For 2015-2016:

Article 9 Hours and Overtime:

4/10 Summer Work Schedule 2016:

During the 2015-2016 calendar year, the Union agrees to work a 4/10 Summer Work Schedule for eight weeks in duration with specific dates to be determined by the District.

Start: Date TBD (first 4/10 Friday is Date TBD)

End: Date TBD (employees will return to a 5-day, 8-hour work day on Date TBD)

Exception: Classes are in session on Date TBD. Thus, the District will be open for business. Therefore, during the week of Date TBD, employees will work a regular 5-day, 8-hour work week, with Date TBD off, in observance of the holiday.

Implementation of the 4/10 Summer Work Schedule includes the following provisions:

- 1) The District shall be closed to the public on Fridays, Saturdays, and Sundays.
- 2) The standard work day during this period will be for 10 hours, from 8:00 a.m. to 6:30 p.m. However, at the discretion of the first level manager, employees may choose out of the following options:

(Note: Any other alternate schedule must be approved by the first-level manager.)

| | |
|-----------|--------------------|
| Option 1: | 8:00 am -- 6:30 pm |
| Option 2: | 7:00 am -- 5:30 pm |
| Option 3: | 7:30 am -- 6:00 pm |
| Option 4: | 8:30 am -- 7:00 pm |

- 3) By the end of the day Date TBD, each employee must inform their first-level manager of the schedule option they wish to take during this period. The Office of Human Resources will issue the form on which the employee will indicate their work schedule. This schedule will indicate whether the employee is agreeing to work either an 8- or a 10-hour day for each day during the designated period of 4/10 work schedule. For all days in which the employee will work 8 hours, they will also indicate which type of leave they want to designate to make up the remaining two (2) hours in the workday. During this period, employees will have the following options:
- A. Work 10 hours per day, Monday through Thursday.
 - B. Work 8 hours per day, Monday through Thursday, and take 2 hours per day of any combination of the following types of leave:
 - a) Vacation Hours
 - b) Previously earned Comp Time
 - c) Floating Holiday Hours
 - d) Leave without Pay
- 4) If an employee who normally works a swing shift or graveyard shift will work a 10-hour day, their workday will start 2 hours earlier so that the ending time of their shift does not change.
- 5) Classes are in session on Date TBD. Thus, the District will be open for business. Therefore, during the week of Date TBD, employees will work a regular 5-day, 8-hour work week, with Date TBD off, in observance of the holiday.
- 6) All employees who work more than 10 hours per day, or over 40 hours a week during the 4/10 Summer Work Schedule will be entitled to overtime pay.
- 7) All work in excess of 10 hours in any 24-hour period shall be paid for at one and one-half (1 1/2) times the regular rate for the first 4 hours of such excess, and at two (2) times the regular rate for the balance of such excess.
- 8) Except for health and safety reasons, such as science labs and/or horticultural programs that may require refrigeration or cooling, all indoor district facilities, including Colleges of Alameda, Berkeley City College, Laney College, Merritt College, and the District Office will be closed to the public on Fridays, Saturdays, and Sundays during the 4/10 Summer Work Schedule.

9) The regular work schedule will return to a 5-day, 8-hour work day, effective Date TBD

10) An exception to the Friday District and facility closure shall be made for all permanent and hourly employees working at District Childcare facilities in that their regular work schedules shall continue at 8 hours per day, 5 days per week, Monday through Friday. The District and Union are in agreement that all District Childcare Centers may remain open and operational on Fridays, commencing during the week beginning Date TBD, through Date TBD.

Article 10.2 Pay Rates:

A. The District will provide SEIU Local 1021 the equivalent of a 3% across-the-board salary increase effective July 1, 2015, on the permanent employees' Salary Schedule for fiscal year 2015-2016 only for employees who were employed with the District on or after July 1, 2015.

B. No re-openers on salary for 2015-2016.

"Mo-ton" Clause

If during the duration of this agreement, the District agrees to provide a higher salary increase to another employee group, upon finalization of such an agreement, the District shall provide members of SEIU Local 1021 the same salary increase paid to other employee groups.

Article 11 Health & Welfare Benefits:

Luncheon/Unpaid Day

In exchange for the Union agreeing to the 4/10 Summer Work Schedule, the District agrees to waive the 8-hour luncheon/unpaid day that employees would otherwise be obligated to take in June 2016, to pay the employee contribution for Delta Dental for 2015-2016.

Dental Plan -- District's Maximum Contribution

The District's maximum contribution for dental expense shall be based on the maximum premium at each coverage level for United Healthcare (UHC) Dental rate relative to each unit member's actual enrollment; this is the formula for determining the Dental District Contribution Cap.


The projected cost for Delta Dental Insurance coverage over the District Contribution Cap for 2015-2016 is \$201,011. This projected expense will be satisfied by the projected District savings resulting from a \$5 increase to existing employee co-pays for office visits and prescription drug copays effective 7/1/15.

- Medical Co-pays:
 - Increase in medical doctor's office visits from \$10 to \$15.
- Prescription Drug Co-pays:
 - Brand name or generic mail order shall remain at \$10.
 - Generic name increases from \$10 to \$15.
 - Brand name increases from \$15 to \$20.

The savings from this increase in co-pays and prescriptions will be used to offset the employee cost to the Delta Dental coverage resulting in zero out-of-pocket monthly premium expenses for the period of July 1, 2015 through June 30, 2016.

Under this two-year arrangement, union members will not make out-of-pocket payroll contributions for 2015-2016 dental coverage, and the actual expenses over the cap will be recalculated at the end of 2015-2016 fiscal year. In any event, the District's fiscal year contribution will not exceed the cap of United Health Care premiums for each coverage level (single party, two-part and family coverage).


For Paraha Community College District:

By:  Date: 5.20.15.
 Jose M. Ortiz, Chancellor

By:  Date: May 19, 2015
 Trudy Langston, J.D.
 Vice Chancellor for Human Resources & Employee Relations

For SEIU Local 1021:

By:  Date: 5.19.2015
 Nely Chagnon, Chief Negotiator

By:  Date: 5-19-2015
 Angela Brewer, President, SEIU Local 1021

By: Matthew Lanza Date: 5.19.2015
Matthew Lanza, Field Representative

02

**PERALTA COMMUNITY COLLEGE DISTRICT and
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021**

Permanent Employees Contract, Tentative Agreement

Contract Duration: July 1, 2015 through June 30, 2018

The Peralta Community College District ("District") and the Service Employees International Union Local 1021 ("Union") have met in good faith and hereby agree to the following:

"Me Too" Clause

If during the duration of this agreement, fiscal years 2016-2017 and 2017-2018, the District agrees to provide a higher salary increase to another employee group, upon finalization of such an agreement, the District shall provide members of SEIU Local 1021 the same salary increase provided to other employee groups.

Article 5 Evaluation Procedures:

Article 5.1.c

The unit member has the right to submit a rebuttal to an annual evaluation with fifteen (15) working days. For permanent employees, the evaluation shall occur annually during the month in which the employee attains permanency in his or her present position, but no later than sixty (60) working days thereafter. In the event that the unit member was supervised by more than one first-level manager during their evaluation period shall contain a statement explaining the division of time between first-level managers included in the evaluation. Each first-level manager's evaluation shall be limited to the time they supervised the unit member.

Article 5.1.d

For permanent employees returning from a leave, and where the unit member's annual evaluation was to take place while they were on leave, the first-level manager will have the right to conduct the annual evaluation no sooner than thirty (30) working days and within sixty (60) working days after the unit member's return.

For unit members returning from leave and who return after anniversary/evaluation date, the unit member can only be evaluated for the time worked during the evaluation period in the previous year.

April 8, 2016

Page 1  

Article 5.1.g

Only items a through f above shall be subject to the grievance procedure. If an employee intends to grieve a through f above, he/she must file the grievance, in accordance with Article 21 Grievance Procedure.

Article 5.1.h



If an employee who receives an overall rating of "unsatisfactory" believes that the rating was arbitrary or lacking in factual foundation, then he/she may request the reviewing manager (President/Site Administrator) to conduct an administrative review provided that the request for such review shall be made in writing within fifteen (15) work days of the evaluation conference with the first level manager. The District shall grant an additional five (5) workdays for response if the employee or Union so requests during the initial fifteen (15) day period. The Union may request the attendance of the Vice Chancellor for Human Resources and Employee Relations or his/her designee at this meeting, in conducting an administrative review, the reviewing manager shall review the evaluation and pertinent background material, meet with employee, and as appropriate meet with the evaluator. The decision of the reviewing manager shall be final and shall not be subjected to grievance procedure.

Article 15.1 Scheduled Holidays

The District agrees to provide all employees in the bargaining unit with the following paid holidays:

- a. New Year's Day - January 1
- b. Martin Luther King's Birthday - Third Monday in January
- c. Lincoln's Birthday - The Friday before the President's Holiday
- d. President's Birthday - Third Monday in February (formerly Washington's Birthday)
- e. Cesar Chavez Birthday - March 31
- f. Malcolm X's Birthday - May 19 (exact date to be negotiated based on Academic Calendar)
- g. Memorial Day - Last Monday in May
- h. Independence Day - July 4
- i. Labor Day - First Monday in September
- j. Veteran's Day - November 11
- k. Thanksgiving Day - Fourth Thursday in November
- l. Day After Thanksgiving - The Friday following Thanksgiving Day
- m. Christmas Eve Day - December 24
- n. Christmas Day - December 25
- o. Holiday Closure - Three working days between Christmas Day and New Year's Eve Day
- p. New Year's Eve Day - December 31
- q. Two (2) Annual Floating Holidays shall be granted upon 30 days advance request to employee's supervisor.

April 8, 2016

Page: 2
 as


Floating holidays for Local 1021 employees are granted on a calendar year basis, and must be used within the 12 months of allocation (January 1 through December 31), or the days will be lost. These days are not cumulative.

Article 17 Promotions and Employee Development

Article 17.2.6 SEIU Local 1021 Appointee(s) Disagreements with Hiring Committee

In the event the SEIU Local 1021 appointee(s) on the Hiring Committee have a concern regarding potential conflict of interest or other improper conduct by member(s) of the Hiring Committee, he/she should immediately report this concern directly to the Vice Chancellor for Human Resources and Employee Relations or his/her designee in writing, but no later than two (2) working days after the incident which gave rise to the concern.

Article 1.5 Introduction of Technological Change

Article 1.5.1 Definition of Technological Change

For the purpose of this Agreement, the term "technological change" shall be understood to mean any major and significant change in equipment, software, hardware, and/or work methods.

Article 7 Stewards

Article 7.3 Release Time

1.0 FTE release time shall be assigned to the Chapter President or his/her designee(s) to conduct union activities. The President shall have three (3) days and the remaining two (2) days shall be designated to other Peralta Chapter leadership. The Union will provide an annual schedule to the District on July 1st of each year.

Article 10 Pay and Allowance

Article 10.B Desk Audits/Classification Studies

Additional Language: A position may be considered for a desk audit/reclassification once a unit member has completed one (1) year in a specific position and it can be shown that responsibilities or additional duties at a higher level have been added to the position, which is not reflected in the current job description. For a new unit member, the six-month probationary period and the six-months of regular permanent employment constitute a one (1) year period. A unit member who has submitted a reclassification request may not apply for another reclassification for at least one (1) year from the date the last approved desk audit/reclassification.

April 8, 2016


Page 3


Article 10.B.c.1

The Union and the District will jointly prepare a brief written statement of and reasons for their final position on the classification and pay rate for the position(s) in the study. A copy of this statement will be provided to the other party and to the classification and pay specialist within thirty (30) working days.

Article 10.B.c.5

Add the following sentence ... The outside classification and pay specialist shall submit their decision within thirty (30) days.

Two "window periods" will be opened from May 1 through May 31 and November 1 through November 30 each year to provide unit members the opportunity to submit desk audit/reclassification review requests.

Article 9 Hours and Overtime

4/10 Summer Schedule

During the summer of 2016, the Union agrees to work a 4/10 Summer Work Schedule for eight (8) weeks in duration for the following dates:

Start: Monday, June 6th, 2016 (first 4/10 Friday is June 10, 2016)

End: Friday, July 29th, 2016 (employees will return to a five (5) day, eight (8) hour work week) on Monday, August 1, 2016.

During the week of July 4th, Monday will be the Independence Day holiday and employees will work four (4), eight (8) hour days, Tuesday, July 5th, through Friday, July 8th, 2016.

Implementation of the 4/10 Summer Work Schedule includes the following provisions:

1. The District shall be closed to the public on Fridays, Saturdays, and Sundays.
2. The standard work day during this period will be for 10 hours, from 8:00 a.m. to 6:30 p.m. However, at the discretion of the first level manager, employees may choose one of the following options:

(Note: Any other alternate schedule must be approved by the first-level manager.)

- Option 1: 8:00 am - 6:30 pm
- Option 2: 7:00 am - 5:30 pm
- Option 3: 7:30 am - 6:00 pm
- Option 4: 8:30 am - 7:00 pm

April 8, 2016


Page 4

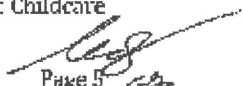


3. By the end of the day Friday, May 27, 2016, each employee must inform their first-level manager of the schedule option they wish to take during this period. The Office of Human Resources will issue the form on which the employee will indicate their work schedule.

This schedule will indicate whether the employee is agreeing to work either an 8- or a 10-hour day for each day during the designated period of 4/10 work schedule. For all days in which the employee will work 8 hours, they will also indicate which type of leave they want to designate to make up the remaining two (2) hours in the workday. During this period, employees will have the following options:

- A. Work 10 hours per day, Monday through Thursday.
- B. Work 8 hours per day, Monday through Thursday, and take 2 hours per day of any combination of the following types of leave:
 - a. Vacation Hours
 - b. Previously earned Comp Time
 - c. Floating Holiday Hours
 - d. Leave without Pay

4. If an employee who normally works a swing shift or graveyard shift will work a 10-hour day, their workday will start 2 hours earlier so that the ending time of their shift does not change.
5. All employees who work more than 10 hours per day, or over 40 hours a week during the 4/10 Summer Work Schedule will be entitled to overtime pay.
6. All work in excess of 10 hours in any 24-hour period shall be paid for at one and one-half (1 ½) times the regular rate for the first 4 hours of such excess, and at two (2) times the regular rate for the balance of such excess.
7. Except for health and safety reasons, such as science labs and/or horticultural programs that may require refrigeration or tending, all indoor district facilities, including College of Alameda, Berkeley City College, Laney College, Merritt College, and the District Office will be closed to the public on Fridays, Saturdays, and Sundays during the 4/10 Summer Work Schedule.
8. The regular work schedule will return to a 5-day, 8-hour work day, effective August 1, 2016.
9. An exception to the Friday District and facility closure shall be made for all permanent and hourly employees working at District Childcare facilities in that their regular work schedules shall continue at 8 hours per day, 5 days per week, Monday through Friday. The District and Union are in agreement that all District Childcare

April 8, 2016


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Centers may remain open and operational on Fridays, commencing during the week beginning June 6, 2016, through July 29, 2016.

During the summer of 2017 and the summer of 2018, the union agrees to work a 4/10 Summer Work Schedule for nine (9) weeks in duration for the following dates:

Start: Dates to be determined - in consultation with the Union.
End: Dates to be determined - in consultation with the Union.

The District agrees that the week of the Independence Day Holiday, July 4th, will remain a 4/10 work week and July 4th will be honored as a 10-hour paid holiday. The Friday of that week will be a non-work day.

The District may elect not to implement the 4/10 work schedule.

Article 11 Health & Welfare Benefits

Dental Plan – District’s Maximum Contribution

The District’s maximum contribution for dental expense shall be based on the maximum premium at each coverage level for United Healthcare (UHC) Dental rate relative to each unit member’s actual enrollment; this is the formula for determining the Dental District Contribution Cap.

The projected cost for Delta Dental Insurance coverage over the District Contribution Cap for 2016-2017 is \$199,000. This projected expense will be satisfied by the projected District savings resulting from a \$5 increase to existing employee co-pays for office visits and prescription drug co-pays effective 7/1/15.

Medical Co-pays will remain at \$15.

Prescription Drug Co-pays:

- Brand name or generic mail order shall remain at \$10. *\$15.00 ab*
- Generic name shall remain at \$15. *2h*
- Brand name shall remain at \$20.

The savings from this increase in co-pays and prescriptions will be used to offset the employee cost to the Delta Dental coverage resulting in zero out-of-pocket monthly premium expenses for the period of July 1, 2016 through June 30, 2017.

Under this one year arrangement, unit members will not make out-of-pocket payroll contributions for 2016-2017 dental coverage, and the actual expense over the cap will be re-calculated at the end of 2016-2017 fiscal year. In any event, the District’s fiscal year contribution will not exceed the cap of United Health Care premiums for each coverage level (single party, two-party and family coverage).

April 8, 2016


[Signature]
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16

Reopeners:

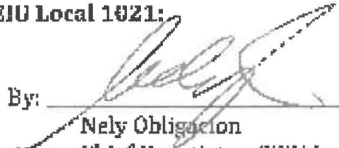
- Article 10.2 Pay Rates for 2016-2017 and 2017-2018
- Article 11 Health and Welfare Benefits

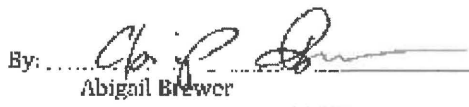
For Peralta Community College District:


By: _____ Date: _____
Jowel Laguerre, Ph.D.
Chancellor

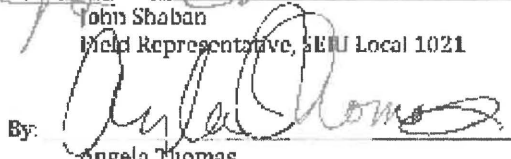
By:  _____ Date: 4/8/2016
Frudy Largent, J.D.
Vice Chancellor for Human Resources and Employee Relations

For SEIU Local 1021:

By:  _____ Date: 4-8-16
Nely Obligation
Chief Negotiator, SEIU Local 1021

By:  _____ Date: 4-8-16
Abigail Brewer
President, SEIU Local 1021 Peralta Chapter

By:  _____ Date: 4-8-16
John Shaban
Field Representative, SEIU Local 1021

By:  _____ Date: 4/8/16
Angela Thomas
Field Representative, SEIU Local 1021

April 8, 2016

Page 7 *etc*


**PERALTA COMMUNITY COLLEGE DISTRICT (PCCD) and
SEIU LOCAL 1021 (SEIU)**

TENTATIVE AGREEMENT

March 2, 2017

Article 11 Health and Welfare Benefits

The District shall provide a letter notifying SEIU Local 1021 of the annual difference in cost savings to the District from the \$10 to \$15 increase in medical co-pays by February 1st of each year for the prior fiscal year. SEIU Local 1021 will make a determination of how to apply these one-time savings for the 2018-2021 successor agreement. The funds will not be used for any salary increases or adjustments. The funds will be available only to the SEIU Local 1021 (Peralta Chapter) bargaining unit.

The District and SEIU Local 1021 agree that during the 2016-2017 and 2017-2018 fiscal years, the parties will continue to meet to discuss Health Benefits with any negotiated changes to take effect July 1, 2018 with the 2018 – 2021 Successor Agreement unless mutually agreed.

Fiscal Year 2016-2017

Article 10 Pay and Allowance

Permanent Employees

The District will provide SEIU 1021 the equivalent of a 2% (two percent) across-the-board, ongoing on the schedule, base salary increase effective January 1, 2017, on the permanent employees' Salary Schedule for fiscal year 2016-2017 for current SEIU 1021 employees.

Article 9 Pay and Allowance

Short-Term (Hourly) Employees

The District will provide SEIU 1021 the equivalent of a 2% (two percent) across-the-board, ongoing on the schedule, base salary increase effective January 1, 2017, on the short-term (hourly) employees' Salary Schedule for fiscal year 2016-2017 for SEIU 1021 short-term (hourly) employees, employed on or after January 1, 2017.

Fiscal Year 2017-2018

Article 10 Pay and Allowance

Permanent Employees

Effective July 1, 2017, the District shall provide a 1.5% (one and one-half percent) for SEIU 1021 permanent employees, and only for current employees employed with the District on or after July 1, 2017.

This one time increase will be ongoing on the Salary Schedule, if and only if, the District generated 20,000 Resident, For-Credit FTES in the fiscal year 2017-2018, as reported on the Attendance Reports submitted to the State Chancellor's Office.

In the event the minimum FTES increase is below 20,000 Resident FTES, the 1.5% increase in the 2017-2018 Salary Schedule will sunset at 11:59 p.m. on June 30, 2018.

Article 9 Pay and Allowance

Short-Term (Hourly) Employees

Effective July 1, 2017, the District shall provide a 1.5% (one and one-half percent) for SEIU 1021 short-term (hourly) employees, and only for current employees employed with the District on or after July 1, 2017.

This one time increase will be ongoing on the Salary Schedule, if and only if, the District generated 20,000 Resident, For-Credit FTES in the fiscal year 2017-2018, as reported on the Attendance Reports submitted to the State Chancellor's Office.

In the event the minimum FTES increase is below 20,000 Resident FTES, the 1.5% increase in the 2017-2018 Salary Schedule will sunset at 11:59 p.m. on June 30, 2018.

There will be no reopeners on salary for the fiscal years 2016-2017 and 2017-2018 initiated by the District or SEIU Local 1021.

Short Term Hourly Contract (Article 9 Pay and Allowance)

The District and SEIU Local 1021 are committed to ongoing discussions regarding options, within fiscal constraints, to align the hourly salary schedule with the salary schedule of the permanent employees within the same position classifications.

"Me Too" Clause

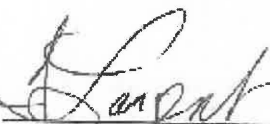
If during the duration of this agreement, fiscal years 2016-2017 and 2017-2018, the District agrees to provide a higher salary increase to another employee group, upon finalization of such an agreement, the District shall provide members of SEIU Local 1021 the same salary increase provided to other employee groups.

The District and SEIU Local 1021 shall meet to discuss any additional funding received by the District.

For Peralta Community College District:

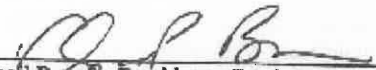
By: 
Jewel C. Laguerre, Ph.D., Chancellor

Date: 03-22-17

By:  Date: 3/23/17
Trudy Largent, Esq.
Vice Chancellor for Human Resources & Employee Relations

For SEIU Local 1021:

By:  Date: 3/2/17
Delbert Mallory, SEIU Local 1021 Field Representative

By:  Date: 3/2/17
Abigail Brewer, President - Peralta Chapter
SEIU Local 1021

Amended Agreement 03/27/17

MEMORANDUM of UNDERSTANDING

Between Peralta Community College District and SEIU Local 1021 Hourly Employees

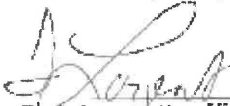
The Peralta Community College District ("District") and the SEIU Local 1021 (Union) have met in good faith and hereby agree to the following:

Article 8.7 - Filling of New Vacancies:

Full-time vacancies in SEIU Local 1021 shall be filled subject to the following provisions:


- a. Before the District considers utilizing an external applicant pool, a position announcement will first be advertised internally throughout the District to provide all current hourly employees the opportunity to apply for a regular position. The position announcement will be advertised for a period of ten (10) working days. Hourly employees shall complete the required job application prior to the deadline date indicated on the job announcement. Hourly candidates shall be considered current and eligible as internal applicants if their application is received within nine (9) calendar months from the last date of their most recent short-term assignment.
- b. All internal applicants determined by Human Resources to have met the minimum qualifications as stated in the job announcement shall be granted an interview with the Hiring Manager prior to consideration of external applicants. If no internal applicant is deemed qualified by the Hiring Manager for a vacant position, the District shall utilize an external applicant pool.
- c. The Hiring Manager's decision shall not be subject to the grievance procedure.

For Peralta Community College District:

By: 
 Tandy Largent, Esq., Vice Chancellor for
 Human Resources & Employee Relations

Date: 3/27/17

For SEIU Local 1021:

By: 
 Abigail Brower, Peralta Chapter President,
 SEIU, L1021

Date: 3/27/17

**PERALTA COMMUNITY COLLEGE DISTRICT and
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021**

Tentative Agreement Regarding the 2017 4/10 Summer Work Schedule

Summer Work Schedule 2017:

During the summer of 2017, the Union agrees to work a 4/10 Summer Work Schedule for eight (8) weeks in duration for the following dates:

- Start: Monday, June 5, 2017 (last day of the spring semester is May 26, 2017)
- End: Friday, July 28, 2017 (last 4/10 day). Employees will return to a 5-day, 8-hour workday on Monday, July 31, 2017.

During the week of July 3rd – July 7th, Tuesday, July 4th is a holiday, in observance of the Independence Day. Employees who choose Options 1 or 2 on the Work Week Options will work three 10-hour days this week and will receive one 10-hour holiday for Tuesday, July 4th. Employees who choose Option 3 will work four 8-hour days and will receive one 8-hour holiday for Tuesday, July 4th.

Implementation of the 4/10 Summer Work Schedule includes the following provisions:

1. The standard workday during this period will be for ten (10) hours, from 8:00 a.m. to 6:00 p.m. However, at the discretion of the first level manager, employees may choose one of the following options:

TIME OPTIONS:

- Option 1: 8:00 a.m. to 6:00 p.m. (includes 30 minutes for lunch)
- Option 2: 7:00 a.m. to 5:00 p.m. (includes 30 minutes for lunch)
- Option 3: 7:30 a.m. to 5:30 p.m. (includes 30 minutes for lunch)
- Option 4: 8:30 a.m. to 6:30 p.m. (includes 30 minutes for lunch)

WORK WEEK OPTIONS:

- Option 1: Monday through Thursday (10 hours each day, Friday off)
- Option 2: Tuesday through Friday (10 hours each day, Monday off)
- Option 3: Monday through Friday (8 hours each day)

Note: Any other alternate schedule must be approved by the first level manager.

2. By the end of the day, Tuesday, May 23, 2017, each employee must inform their first-level manager of the schedule option they wish to take during this period. The Office of Human Resources will issue the form on which the employee will indicate their work schedule.

This schedule will indicate whether the employee is agreeing to work either an 8-hour or a 10-hour day for each day during the designated period of 4/10 work schedule.

- 3. If any employee that normally works a swing shift or graveyard shift will work a 10-hour day, their workday will start two (2) hours earlier so that the ending time of their shift does not change.
- 4. All employees who work more than ten (10) hours per day during the 4/10 Summer Work Schedule will be entitled to overtime pay.
- 5. All work in excess of ten (10) hours in any 24- hour period shall be paid for at one and one half (1 and ½) times the regular rate for the first four (4) hours of such excess and at two (2) times the regular rate for the balance of such excess.
- 6. The regular work schedule will return to a 5-day, 8-hour work day effective Monday, July 31, 2017.

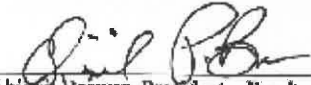
For Peralta Community College District:

By: _____ Date: _____
Jowel Laguerre, Ph.D., Chancellor

By:  _____ Date: 3/28/17
Trudy Largent, Esq., Vice Chancellor for Human Resources & Employee Relations

For SEIU Local 1021:

By: _____ Date: _____
Delbert Mallory, SEIU Local 1021 Field Representative

By:  _____ Date: 3-23-17
Abigail Brewer, President - Peralta Chapter
SEIU Local 1021

**Side Letter of Agreement between
Peralta Community College District and SEIU Local 1021 Permanent Employees
June 4, 2012 through August 10, 2012**

The Peralta Community College District ("District") and the SEIU Local 1021 hereinafter (Union), hereby agree to a Side Letter of Agreement for the 4/10 Summer Work Schedule.

Union agrees to work the 4/10 Summer Work Schedule for the 2012-2013 year for the period beginning June 4, 2012 and ending August 10, 2012.

Implementation of the 4/10 Summer Work Schedule includes the following provisions:

1. The District shall be closed to the public on Fridays, Saturdays, and Sundays commencing during the 4/10 Summer Work Schedule.
2. The standard work day during this period will be for 10 hours, from 8:00 a.m. to 6:30 p.m.
3. If an employee that normally works a swing shift or graveyard shift will work a 10-hour day, their workday will start 2 hours earlier, so that the ending time of their shift does not change.
4. The Office of Human Resources will issue a form on which members will indicate their work schedule. This schedule will indicate whether the employee is agreeing to work either an 8- or a 10-hour day for each day during the designated Summer Work Schedule. For all days in which the member will work 8 hours, they will also indicate which type of leave they want designate to make up the remaining 2 hours in the workday. During this period, SEIU members will have the following options:
 - A. Work 10 hours per day, Monday through Thursday.
 - B. Work 8 hours per day, Monday through Thursday, and take 8 hours of any combination of the following types of leave:
 - a. Vacation Hours
 - b. Previously earned Comp Time
 - c. Floating Holiday Hours
 - d. Leave without Pay
5. The regular work schedule will return to a 5-day, 8-hour work day effective Monday, August 13, 2012. Any future proposal for a 4/10 Summer Work Schedule is subject to negotiation between the District and SEIU Local 1021.
6. All employees who work more than 10 hours per day during the 4/10 Summer Work Schedule will be entitled to overtime pay.
7. All work in excess of 10 hours in any 24 hour period shall be paid for at one and one-half (1 1/2) times the regular rate for the first 4 hours of such excess and at two (2) times the regular rate for the balance of such excess.

Side Letter of Agreement between PCCD to SEIU Local 1021
2012 Summer Work Schedule

Page 2

- 8. Except for health and safety reasons, such as science labs and/or horticultural programs that may require refrigeration, all indoor District facilities including College of Alameda, Berkeley City College, Laney College, Merritt College, and District Office will be closed on Fridays, Saturdays, and Sundays during the 4/10 Summer Work Schedule.

An exception to the Friday campus and facility closure shall be made for all permanent and hourly employees working at District Childcare facilities in that their regular work schedules shall continue at 8 hours per day, five days per week, Monday through Friday. The District and Union are in agreement that all District childcare centers may remain open and operational on Fridays commencing during the week beginning June 4, 2012 through August 10, 2012.

For Peralta Community College District:

By: Wise E. Allen
Wise E. Allen, Chancellor
Peralta Community College District

Date: 3/27/12

By: Trudy Largent, J.D.
Trudy Largent, J.D.
Vice Chancellor for Human Resources & Employee Relations
Peralta Community College District

Date: 3/26/12

For SEIU, Local 1021:

By: Nely Oblacion
Nely Oblacion, Chief Negotiator

Date: MARCH 26, 2012

By: Matthew Lanza
Matthew Lanza, Field Representative

Date: 3/26/12

By: Abigail Brewer
Abigail Brewer, Peralta Chapter President

Date: 3-26-12

02



**Peralta Community College District
Required Documentation Matrix**

The below matrix outlines the documentation options that you can submit to verify eligibility for each dependent enrolled with health coverage. Please note the following:

- Send photocopies only. Do not send original documents.
- Mark out any personal financial information such as income, Social Security Numbers, account balances, payment amounts, and so on.
- Write the Employee's Name and EmployeeID Number on each document.
- Retain a copy of all documentation and completed forms for your records.

| | |
|--|---|
| Spouse | |
| Please provide the following document to verify Proof of Relationship and Joint Ownership. | |
| <ul style="list-style-type: none"> • First Page of Employee's or Spouse's Federal Tax Return Photocopy of the first page of the employee or spouse's 2016 tax return showing "Married Filing Jointly" or "Married Filing Separately." The spouse's name must be entered on the employee's tax form in the space provided after the "Married Filing Separately" status. <i>Note: This document satisfies both Proof of Relationship and Proof of Joint Ownership. Please mark out all financial information.</i> <p style="text-align: center;"><u>If you are unable to provide Employee or Spouse's Federal Tax Return, please provide one document from each of the following columns to verify Proof of Relationship and Proof of Joint Ownership</u></p> | |
| Spouse or Domestic Partner | |
| If unable to provide a Federal Tax Return, please provide <u>one</u> document from <u>each</u> column to verify Proof or Relationship and Proof of Joint Ownership. | |
| Proof of Relationship Documents | Proof of Joint Ownership Documents |
| <ul style="list-style-type: none"> • Certified Marriage Certificate or License Photocopy of certified marriage certificate with appropriate signature and/or stamp/seal showing on photocopy or legally valid marriage license from appropriate state or local government. • Immigration Paperwork Photocopy of immigration papers with appropriate signature and/or stamp/seal showing on photocopy that identifies employee/spouse relationship. • Notarized Affidavit of Common Law Marriage In cases of stage recognized common law marriage, a Notarized Affidavit of Common Law Marriage. • Notarized Affidavit of Domestic Partnership | <ul style="list-style-type: none"> • Home Ownership Photocopy of mortgage statement dated within the past 3 months showing both names as mortgage holders/tenants. <i>Note: Please mark out all financial information.</i> • Joint Rental Property Photocopy of lease or rental agreement dated within the past 12 months showing both names as tenants. <i>Note: Please mark out all financial information.</i> • Home/Rental Insurance Photocopy of homeowner's insurance, renter's insurance, or property tax receipt dated within the past 12 months showing both names as mortgage holders/tenants. <i>Note: Note: Please mark out all financial information.</i> • Bank Statement Photocopy of joint bank account statement dated within the past 3 months showing both names as account holders. <i>Note: Please mark out all financial information.</i> |

Spouse or Domestic Partner - continued

| Proof of Relationship Documents | Proof of Joint Ownership Documents |
|---|--|
| <ul style="list-style-type: none"> • Registration of Domestic Partnership Photocopy of certificate of registration as the employee's domestic partner, if living in a city, county state, or municipality providing for registration as domestic partner. | <ul style="list-style-type: none"> • Credit Card Statement Photocopy of credit card statement dated within the past 3 months showing both names as card holders. <i>Note: Please mark out all financial information.</i> • Automobile Statement Photocopy of automobile title or registration dated within the past 12 months listing both names as co-owners. • Loan Statement Photocopy of a loan agreement dated within the past 12 months showing both names as co-borrowers. <i>Note: Please mark out all financial information</i> • Miscellaneous Bills Photocopy of two different types of current bills dated within the past 3 months showing one of the spouse's names on each bill and the same common mailing address, e.g. telephone bill, electric bill, cable bill. <i>Note: Please mark out all financial information.</i> • Beneficiary Statement Photocopy of designation as the primary beneficiary for life insurance or retirement benefits. <i>Note: Please mark out all financial information.</i> • Driver's License Photocopy of the employee's and spouse's driver's licenses listing a common address. |

**Natural Child, Adopted Child, Step Child, Dependent
Child by Custody, Court Order, or Guardianship**

Please provide **one** document for **each** child to verify Proof of Relationship.

- **Federal Tax Return**
Photocopy of the first page of the employee's or spouse's 2016 Federal Tax return showing the child listed as an eligible dependent. *Note: Mark out all financial information.*
- **Certified Birth Certificate**
Photocopy of certified birth certificate with appropriate signature and/or stamp/seal showing on photocopy that identifies the parent/child relationship with the employee or spouse
- **Hospital Verification of Birth (Less than 6 months old)**
For children under 6 months old, photocopy of hospital verification of birth that identifies the employee or spouse as the child's parent
- **Certified Adoption Certificate**
Photocopy of certified court approved adoption document with appropriate signature and/or stamp/seal showing on photocopy that identifies the employee or spouse as the child's parent
- **Adoption Agreement**
Photocopy of placement letter/agreement from court or adoption agency that identifies the employee or spouse as the child's parent
- **Report of Birth Abroad**
Photocopy of report of birth abroad of a citizen of the United States (issued by the State Department with appropriate signature and/or stamp/seal showing on photocopy) that identifies the employee or spouse parent/child relationship
- **Court Ordered Health Coverage**
Photocopy of Qualified Medical Child Support Order (QMCSO)
- **Court Ordered Health Coverage**
Photocopy of National Medical Support Notice (NMSN)
- **Court Ordered Health Coverage**
Photocopy of court document with appropriate signature ordering child health coverage
- **Certified Divorce Decree**
Photocopy of certified Divorce Decree with appropriate signature and/or stamp/seal showing on photocopy that documents required child health coverage
- **Certified Legal Guardianship**
Photocopy of certified court ordered legal guardianship document with appropriate signature and/or stamp/seal showing on photocopy that documents required child health coverage
- **Immigration Paperwork**
Photocopy of immigration papers with appropriate signature and/or stamp/seal showing on the photocopy that identifies the parent/child relationship with the employee or spouse

Disabled Adult Child

For disabled dependent children, you must also provide one of the following:

- Photocopy of Social Security disability award letter
- Photocopy of current Social Security disability payment
- Photocopy of signed physician Health Care Statement for Disabled Dependents certifying that the dependent is incapable of self-sustaining employment and dependent upon the employee, spouse, or domestic partner due to a mental and/or physical disability. To request a blank Health Care Statement for Disabled Dependents, contact CoreSource at 1-866-434-1211 or DependentAuditsBalt@coresource.com.

**FOR FUTHER INFORMATION REGARDING THIS CONTRACT,
PLEASE CONTACT:**

**Office of Human Resources, Peralta Community College District
(510) 466-7265**

Or

**Service Employees International Union (SEIU), Local 1021
1-877-687-1021**

