

PERALTA COMMUNITY COLLEGE DISTRICT

Agreement Between

The Peralta Community College District

And

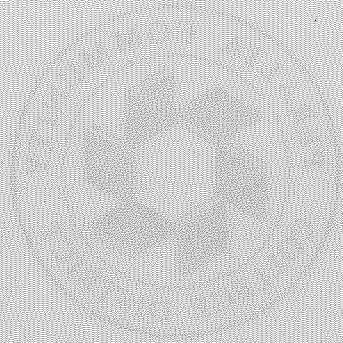
Service Employees International Union

Local 1021

Permanent Employees

Contract Extension

July 1, 2011 – June 30, 2012



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OFFICE OF THE CHANCELLOR
Peralta Community College District

Tentative Agreement for a One-Year Extension of the Collective
Bargaining Agreement between the
Peralta Community College District and SEIU Local 1021 Permanent Employees
July 1, 2011 through June 30, 2012

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

The parties recognize and acknowledge that they are currently in negotiations on a number of subjects which will continue until a full successor agreement has been achieved by no later than June 30, 2012.

The parties Collective Bargaining Agreements in effect during the period of July 1, 2009 through June 30, 2011, shall be and hereby are extended for the period of one year commencing July 1, 2011 up to and including June 30, 2012, or at such time a new contract is agreed to by the parties, whichever occurs first. This agreement shall be known as the 2011-2012 Tentative Agreement for a One-Year Contract Extension.

Medical Benefits. Both parties are committed to negotiating a long-term health benefits structure that has long-term fiscal sustainability. This contract extension provides contract continuity of the current level of health benefits offered to active employees and will be in force through June 30, 2012, as the District and the Union continues to participate in the negotiating bargaining process. In the event during the negotiation process health and welfare benefits rates and services should change, this change will not affect active employees until July 1, 2012, at which time a successor agreement shall have been adopted by the Peralta Board of Trustees.

Furlough Days – The Union has agreed to a concession of six (6) furlough days that will be taken by Union members for one furlough day per month herein listed as follows: July, September, October, November 2011; and, February and April 2012.

In addition, in the event, the Governor's proposal for a tax extension is either not approved for the ballot or the voters do not approve the extension, then the Union agrees to *an additional two furlough days* to be taken one day per month in the following schedule: May and June 2012

4/10's Summer Work Schedule – The Union agrees to work the 4/10 Summer Work Schedule for the 2011-2012 year for the period beginning June 6, 2011 and ending July 29, 2011.

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 June 6, 2011 through July 29, 2011.
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. By the end of the day on May 31, 2011, each SEIU member must inform their first-level manager of the schedule they wish to take during this period. The Office of Human Resources will issue the form on which the member 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 period June 6, 2011 through July 29, 2011. 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
 - C. Work 8 hours per day, Monday through Thursday, and take the remaining 8 hours off as the Furlough Day for the month of July 2011. (This option is available for one week only in the month of July, 2011.)
5. The regular work schedule will return to a 5-day, 8-hour work day effective Monday, August 1, 2011. 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 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, 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.

Early Retirement Incentive Program - By execution of this Tentative Agreement, this is to modify the existing collective bargaining agreement between the parties to include the provision for an Early Retirement Incentive Program for the 2010-11 year as outlined in Exhibits A, B and C and incorporated by reference.

The parties agree that all classified and management employees of the District will be provided the same incentive amount (\$300 for every year of service with the District) for the purpose of the early retirement incentive.

The enrollment period for the Early Retirement Incentive Program for the 2011 year agreed upon between the parties will be offered for retirements/resignations submitted by active employees electing to retire by June 30, 2011. The window for enrollment begins Wednesday, May 25,

2011 through June 9, 2011, with an effective retirement date of no earlier than May 25, 2011 and no later than June 30, 2011.

The District will notify employees on June 15, 2011, of its decision to offer the Early Retirement Incentive Program. In the event the District the Board does not authorize the offering of the Early Retirement Incentive Program, employees may rescind, at their election their retirement or resignation.

This Agreement is subject to approval of the SEIU Local 1021 in accordance with its procedures, and, thereafter, to approval of the Peralta Board of Trustees.

All dates and provisions specified in the 2009-2010 and 2010-11 Agreement will be extended to reflect the contract duration for a one-year extension beginning July 1, 2011 and ending June 30, 2012.

Upon expiration of the 2011-2012 Agreement, the terms and conditions of the 2009-2010 Agreement shall continue in effect until a new agreement is adopted.

By: Wise E. Allen
Wise Allen, Chancellor
Peralta Community College District

Date: 5/29/11

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

Date: 5/25/11

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

Date: May 18, 2011

By: Abigail Brewer
Abigail Brewer, President
SEIU Local 1021

Date: May 18, 2011

**SERVICE EMPLOYEES INTERNATIONAL UNION - LOCAL 1021
COLLECTIVE BARGAINING AGREEMENT EXTENSION 2011-2012**

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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 purposes of this Agreement, the term "technological change" shall be understood to mean any major and significant change in equipment 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 Human Resources and Employee Relations, 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.

- 1 d. Proposed timetable for the introduction of the technological change. The
2 District will disclose this information in advance of any proposed technological
3 change. This information will be provided in a form that is clear and
4 understandable to the Union.
5

6 **1.5.3 Negotiations**

7 Upon request from the Union, the District will meet with the Union to negotiate
8 regarding the effects of the proposed technological change(s). The Union and
9 the District shall agree to negotiate on all matters affecting the wages, hours,
10 terms, and working conditions of employment as a result of the technological
11 change.
12

ARTICLE 2

ORGANIZATIONAL SECURITY

1 **2.1** All present employees in the bargaining unit, or future employees in the
2 bargaining unit, who are not already members of SEIU Local 1021 shall, within 30 days
3 of the effective date of this Agreement, or within 45 days of their date of employment,
4 become members of SEIU Local 1021, or in the alternative, shall, as a continuing
5 condition of employment, pay to SEIU Local 1021 a service fee in an amount equal to
6 the applicable monthly SEIU Local 1021 membership dues, assessments, and initiation
7 fees uniformly required of employees of the District who are members of SEIU Local
8 1021. The payments hereunder shall be made by authorized payroll deductions.

9
10 **2.2** The District, upon receiving a signed statement from SEIU Local 1021 indicating
11 that an employee has failed to comply with the conditions of this Article, shall
12 immediately notify said employee that his/her services shall be terminated at the end of
13 30 days from the date of such notification, and shall dismiss said employee accordingly.

14
15 **2.3** If any provision of this Article is invalid under federal or state law, said provision
16 shall be modified to comply with the requirements of said federal or state law.

17
18 **2.4** The District shall deduct from the pay of each employee from whom it receives
19 an authorization the required amount for the payment of SEIU Local 1021 dues or
20 service fees and initiation fees. Check off authorization for SEIU Local 1021 dues which
21 were executed prior to the execution of this Agreement shall remain in full force and
22 effect. Checked off dues or fees, accompanied by a list of employees from whom they
23 have been deducted and the amount deducted from each, and by a list of employees
24 who had authorized such deductions and from whom no deduction was made and the
25 reason therefore, shall be forwarded to SEIU Local 1021 no later than fifteen (15) days
26 after such deductions were made.

27
28 **2.5** If an employee does not have sufficient funds due him/her to provide for the
29 payment of dues or service fees after all other authorized mandatory deductions or
30 garnishments have been made, no such sum shall be deducted and SEIU Local 1021
31 shall assume the same responsibility in all cases where no deductions have been made
32 because an employee's earnings are insufficient during any pay period to pay such
33 dues or service fees.

34
35 **2.6** SEIU Local 1021 agrees that in the event of litigation against the District or
36 employees arising out of the implementation of this Article, SEIU Local 1021 will defend
37 and indemnify and hold harmless the District, its agents, or employees for any monetary
38 award arising out of such litigation.

ARTICLE 3

EQUAL EMPLOYMENT OPPORTUNITY

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 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 positivity, 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 3.04, 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 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 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

ARTICLE 4

EMPLOYEE RIGHTS

1 name, and shall then apply transparent tape over the written entry and the
2 flap to secure the envelope.

3
4 **4.1.4** An employee, upon reasonable notice to his/her supervisor, shall have the
5 right without loss of pay to examine and/or obtain copies of any material from
6 his/her personnel file with the exception of material that includes ratings, reports,
7 or records which were obtained prior to the employment of the employee
8 involved. The employee's personnel file shall be available for examination by the
9 SEIU Local 1021 Field Representative as authorized by the employee.

10 Employees covered by this agreement wishing to review their personnel file shall
11 call the Personnel Office in advance and schedule an appointment to inspect
12 their personnel files.

13
14 **4.1.5** All personnel files shall be kept confidential. The District shall not disclose
15 confidential personnel file contents except as permitted under "need to know"
16 principles as provided by law,

17
18 **4.2** Each new employee shall receive, upon employment, a copy of the collective
19 bargaining agreement.

20
21 **4.3** The District agrees to provide the union president on a monthly basis a list of
22 new employees, site locations, and their job classifications. The list may also contain
23 reclassifications, job changes (working out of class or job description changes),
24 retirements and resignations, terminations and other employee separations. Upon
25 written request, the District also agrees to provide a seniority list of all bargaining unit
26 members by site location on an annual basis.

27
28 **4.4** The District shall schedule new employee orientations on a monthly basis,
29 provided that new bargaining unit employees were hired in the prior month. The union
30 president or his/her designee shall be available to present union materials.

1 **5.1** A labor and management committee (L&MC) including representatives of Local
2 1021 and Stationary Engineers Local 39 shall review and approve new evaluation
3 forms.

4
5 The following procedure shall be strictly adhered to:

- 6
7 a. Only the first level manager shall evaluate the employee by means of a
8 performance evaluation. At no time will any classified employee be
9 evaluated by another classified employee or by any faculty member.
10
11 b. For probationary employees: the evaluation will be at the end of the second
12 and the fifth months of service. If an employee's probationary period is
13 extended pursuant to Section 8.16, another evaluation will occur one month
14 before the conclusion of the probationary period. Probationary employees
15 can be released prior to obtaining permanency status. The termination shall
16 not be subject to the grievance procedure.
17
18 c. For permanent employees: the evaluation will occur annually, during the
19 month in which the employee attained permanency in his/her present
20 position. Timely evaluations shall cover the preceding 12-month period of
21 employment and should not reach back in time to a prior evaluation period,
22 except for matters under investigation in the 12 month period. Other
23 exceptions shall be subject to agreement by the District and union.
24
25 d. The reports shall be completed on forms prescribed by the District. In order
26 for an employee to receive a below standard evaluation, the first level
27 manager must include supporting factual information.
28
29 e. Upon completing the performance evaluation report, the evaluator shall present
30 it to the employee and discuss it with him/her.
31
32 f. The employee shall then sign the report in order to indicate his/her receipt and
33 he/she shall receive a signed copy.
34
35 g. Only items a through f above shall be subject to the grievance procedure. If
36 an employee intends to grieve a through f above, he/she must file the
37 grievance not later than five (5) working days after the completion of "f"
38 above.
39
40 h. If an employee who receives an overall rating of "unsatisfactory" believes that
41 the rating was arbitrary or lacking in factual foundation, then he/she may
42 request the reviewing manager (president/site administrator) to conduct an
43 administrative review, provided that the request for such review shall be made
44 in writing within five (5) work days of the evaluation conference with the first
45 level manager. The District shall grant an additional five work days for
46 response if the employee or Union so requests during the initial five day
47 period. The Union may request the attendance of the Vice Chancellor for

ARTICLE 5**EMPLOYEE EVALUATION PROCEDURES**

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 the employee, and as appropriate meet with the evaluator. The decision of the reviewing manager shall be final and shall not be subject 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.

1 **6.1** The SEIU Local 1021 Field Representative shall have the right of access at
2 reasonable times to areas in which employees work subject to authorization from the
3 employee's first level manager.
4

5 **6.2** SEIU Local 1021 shall have the right to use without charge institutional bulletin
6 boards, mailboxes, and the use of the inter-district mail system subject to reasonable
7 regulation; and the right to use institutional facilities at reasonable times for the purpose
8 of meetings concerned with the exercise of the rights guaranteed by SB 160.
9

10 **6.3** SEIU Local 1021 shall have the right to conduct one orientation session annually
11 on this Agreement for bargaining unit employees during regular working hours. Such
12 orientation shall not exceed four (4) hours and the time, date and location shall be
13 subject to mutual agreement between the college president/district administrator and
14 the SEIU Local 1021 authorized representative.
15

16 **6.4 Support of Agreement**

17 During the term of this Agreement, the District agrees not to negotiate with any other
18 organization on the matters upon which SEIU Local 1021 is the exclusive representative
19 and which is within its scope of representation. SEIU Local 1021 agrees to negotiate
20 only with the representative officially designated by the District to act on its behalf.
21

22 **6.5 Distribution of Contract**

23 Within three (3) months after ratification of this Agreement by the Board of Trustees, the
24 District shall cause to be printed copies of this contract for distribution to all employees
25 in the bargaining unit and future bargaining unit employees to be hired within the
26 effective period of the contract. The cost of printing the Agreement and any additional
27 required copies shall be born equally by the District and Local 1021.
28

29 **6.6 Legal, Unrestricted and Nonconfidential Information**

30 The Vice Chancellor for Human Resources and Employee Relations or his/her designee
31 will provide, upon reasonable request, to SEIU Local 1021 legal, unrestricted, and
32 nonconfidential information. Such data and/or information will be made available in a
33 format that does not require research and/or analytical manipulation; excluded will be all
34 confidential information or material as defined by applicable law. The District will
35 provide electronically to the Union such non-confidential information as is maintained as
36 a "field" in the District's PAF form. Excluded will be all confidential information or
37 material as defined by applicable law.
38

1 7.1 The parties recognize that the efficient operation of the District requires the union
2 to resolve grievances and/or disputes in a timely manner and that it is the responsibility
3 of all parties involved to assist in the resolution at the lowest possible level.
4

5 7.2 The SEIU Local 1021 Peralta chapter shall furnish the District with an up-to-date
6 list by college site of stewards and chapter officers no later than thirty (30) days after the
7 signing of the Agreement. The union shall submit amendments to this list in a timely
8 manner as changes occur.
9

10 7.3 1.0 FTE release time shall be assigned to the chapter president or his/her
11 designee(s) to conduct union activities. (See Appendix 4)
12

13 7.4 The District agrees to grant reasonable release time to duly designated SEIU
14 Local 1021 stewards and/or chapter officers to perform services directly involved in the
15 processing of grievances and disciplinary appeals and for meetings with the grievant
16 and management without loss of pay or benefits. Stewards shall not leave their work
17 location for grievance processing purposes without the prior approval of their first level
18 manager.
19

20 7.5 A steward who wishes to be released for the purpose of investigating a grievance
21 or for reasonable preparation time with an aggrieved employee prior to a session with
22 management shall request such release time from his/her first level manager for an
23 agreed upon specific length of time in order to conclude the investigation.
24

25 7.6 The District shall grant two (2) hours per month to the stewards and officers as
26 provided in 7.4 to attend stewards council meetings. Prior approval must first be
27 obtained from the first level manager.
28

1 **8.1 "Bargaining unit seniority"** is secured by hours in paid status in a class or
2 classes included in the bargaining unit.

3
4 **8.2 "Bumping right"** is the right of an employee, under those conditions provided by
5 law, to displace an employee with less seniority in the same class District-wide.

6
7 **8.3 "Class"** is any group of positions sufficiently similar in duties, responsibilities,
8 and authority that the same job title, minimum qualifications, and salary range are
9 identical for all positions in a class District-wide.

10
11 **8.4 "Classification"** is a designated title, a regular minimum number of assigned
12 hours per day, days per week, and months per year, a statement of the duties required
13 to be performed in each such position, and the regular monthly salary range for each
14 such position.

15
16 **8.5 "Day"** is any day on which the Peralta Community College District administration
17 office is regularly open for business.

18
19 **8.6 "Demotion"** is a change from a position in one class to a position in another
20 class that is allocated to a lower salary range without the employee's voluntary consent.

21
22 **8.7 "Differential"** is a salary allowance in addition to the basic rate or schedule
23 based upon hours of employment.

24
25 **8.8 "Displacement"** includes layoff, demotion, involuntary transfer to a new
26 classification, involuntary transfer to a new location requiring a change in residence, and
27 time base reductions.

28
29 **8.9 "Domestic partners"**, benefits provided by the Kaiser Medical Plan, CoreSource
30 and the Delta Dental Plan are extended to domestic partners.

31
32 a. The employee and the member must complete, sign and file with the Risk
33 Management Office the "Affidavit of Domestic Partnership" which includes the
34 following statements:

35
36 1. The two (2) parties residing together have done so for at least six months
37 and intend to reside together indefinitely and share the common
38 necessities of life;

39
40 2. The two (2) parties are subject to the same eligibility requirements
41 governing all other employees who are covered by or applying for health
42 plan coverage. New children, new employees, adoptions, new marriages
43 and domestic partnership are all subject to a 30-day limit on the
44 enrollment period beginning on the date of the event;

45
46 3. The two (2) parties; not married, eighteen (18) years or older, not related

ARTICLE 8

DEFINITIONS

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 with whom the "Affidavit of Domestic Partnership" is filed if there is any change in the circumstances attested to in the affidavit;
 6. The two (2) parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.
- b. A member of a 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.
 - c. 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.
 - d. Any person, employer or company who suffer 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.

1 **8.16 "Probationary employee"** is a regular classified employee who becomes
2 permanent after completion of the six (6) month probationary period, subject to
3 subsections (a) and (b) below.
4

5 a. In the event of absence from work for any reason for 10 consecutive days or
6 more, the probationary period shall be extended by the duration of the
7 absence. (A "day" is any day on which the District Office of the Peralta CCD
8 is open for business.) The District shall give the employee notice of such
9 extension.
10

11 b. The District may extend the probationary period for up to six months when it
12 believes that additional time is necessary to assess the employee's
13 performance. Before deciding to extend, the District will consult with the
14 Union to discuss the basis for and duration of extension.
15

16 **8.17 "Promotion"** is a change in the assignment of an employee from a position in
17 one (1) class to a position in another class with a higher maximum salary rate.
18

19 **8.18 "Reallocation"** is movement of an entire class from one (1) salary range or rate
20 to another salary range or rate.
21

22 **8.19 "Reclassification"** is the upgrading of a position to a higher class as a result of
23 changes in the duties being performed by the incumbent in such position.
24

25 **8.20 "Restricted employee"** is an employee hired pursuant to any local, state, or
26 federally-funded program which restricts employment to persons in low-income groups,
27 designated impoverished areas, and any other criteria which restricts the privilege of all
28 citizens to compete for employment in such positions.
29

30 **8.21 "Salary schedule"** is a series of wage and salary ranges and steps, which
31 comprise the rates of pay for all classes.
32

33 **8.22 "Salary step"** is one (1) of the wage levels within the range of salaries for a
34 class.
35

36 **8.23 "School year and fiscal year"** is July 1 through June 30.
37

38 **8.24 "Seniority"** is based on all hours served in probation/permanent status in the
39 class plus higher classes.
40

41 **8.25 "Short term employee,"** for the purpose of this Agreement, is a person hired for
42 a specific temporary project which, when completed, shall no longer be required.
43

44 **8.26 Working hours** All regularly assigned hours in paid status shall be considered
45 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 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 periods.

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 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 1/2) 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 1/2) 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 (1-1/2) 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 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) or 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:

ARTICLE 9

HOURS AND OVERTIME

- 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 Personnel 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.

ARTICLE 9**HOURS AND OVERTIME**

- 1 The contacted member will fill out a "B" form and a classified time-sheet requesting
- 2 payment as overtime or compensatory time.

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 (Appendix A).

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

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 of reimbursement requests that are submitted 60 or more days after the 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 Services</u>	<u>Additional Amount</u>
a. 1st day of 10th year of service	\$1,250 /year
b. 1st day of 15th year of service	\$1,500 /year
c. 1st day of 20th 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 is a lateral classification which are 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. From the time the employee and his/her supervisor has completed and delivered all requested job audit forms and related information, the District shall complete a desk audit/classification review within ninety (90) days. If because of workload or staff absences, the District is not able to meet this time line the union and the affected employees(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 Personnel 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.
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.
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 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 premium pay of \$60 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)

The District will continue to fund the present Health and Welfare Program and absorb any increase in premium rates at the current benefit level for the duration of this Agreement.

11.2 The parties agree that a study committee shall be established to study manners and mechanisms which will reduce the impact of health and welfare costs to the District. The study committee shall consist of representatives from PFT, SEIU Local 1021, IUOE Local 39 and Management 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.

11.3 Specific Definitions

All 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 Expense Insurance:

1. CoreSource/Blue Cross Prudent Buyer or such other plan that provides equivalent benefits (Policy #4138), or
2. Kaiser Foundation Health Plan (Policy #65)

b. Dental Expense Insurance or such other plan that provides equivalent benefits.

1. Delta Dental Insurance (Policy #7046-0500), or
2. United Healthcare DMO Dental Plan (Policy #04N6328)

c. 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.

d. 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.

A. 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.

B. There are no changes to the plans that provide Life Insurance and Accidental Death and Dismemberment (AD&D) benefits, the Delta Dental Insurance Group Dental Plan or such other plan that provides equivalent benefits, the Flexible Benefits Plan, and the Commuter Expense Plan.

C. The description of employee's medical benefits plan included in this Agreement shall replace the current Blue Cross PPO and modify the current Kaiser plan for the

period 9/1/04-6/30/07. The current medical benefit plans shall remain in effect until the new plans are fully operational and implemented. All health and welfare plans shall be contractually arranged by the District and said contracts are hereby made a part of this agreement as per Article 11.4.a in the 7/1/00-6/30/03 Local 790-PCCD Contract.

- D.** The description of the Long-Term Disability plan included in this Agreement shall replace the current long-term disability plan for the period 7/1/04-6/30/07. All Long-Term Disability plans shall be contractually arranged by the District and said contracts are hereby made a part of this agreement as per Article 11.4.d in the 7/1/00-6/30/03 Local 790 PCCD Contract.

This change affects any active employee who experiences a disability that begins on or after July 1, 2004.

Instead of a benefit level of 75% of pre-disability earnings, which is taxable like any other income, the benefit level decreases to 60% of pre-disability earnings, which is not taxed.

This means the actual monthly cost for each employee will be added to his/her gross income, but then in the same paycheck that amount will be deducted for Long-Term Disability (making it cost neutral for the employee).

Due to the change in benefits structure for employees earning less than \$30,000, with 3 or more dependents, there is a net loss of approximately \$100/month. In those specific instances, the District will reimburse the employee for the amount of the net loss.

E. 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. 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.

- a. 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.
- b. 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.

- c. 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.
- d. Eligibility for medical benefits will terminate for the surviving spouse and dependent children upon the re-marriage of the surviving spouse.
- e. 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.
- f. Coverage under the District's medical plan will be secondary to any other medical coverage.
- g. Eligibility for this benefit replaces COBRA. The surviving spouse and dependent children will not be eligible for COBRA.

F. Eligibility conditions for Retirees health and welfare benefits shall be as follows:

1. Hired on or after July 1, 2004

- a. 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.
- b. 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).
- c. 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.

2. Hired before July 1, 2004

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

- f. 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.

3. All employees hired at any time

- a. All currently active employees hired at any time are eligible to participate in these District-sponsored health and welfare plans at no charge to the employees:

- Choice of either a PPO medical plan or a prepaid health plan (Kaiser), includes eligible dependents, spouse or domestic partner.
- Choice of either a PPO dental plan or a DMO dental plan, or such other plan that provides equivalent benefits, includes eligible dependents, spouse and domestic partners
- Life and Accidental Death and Dismemberment Plan
- Long-Term Disability Plan (Policy #675104)
- Flexible Benefits Plan
- Commuter Expense Plan

- b. Employees may at their own expense purchase additional life and/or disability insurance.

G. Dental Insurance – Delta Dental (Policy #7046-0500) or United Healthcare DMO Dental Plan (Policy #04N6328), or such other plan that provides equivalent benefits.

H. Life Insurance – Hartford Life Insurance (Policy #675104) District paid.

I. Long-Term Disability Insurance – Hartford Life Insurance District paid. The description of the Long-Term Disability plan included in this Agreement shall replace the current long-term disability plan for the period 7/1/04-6/30/07. All Long-Term Disability plans shall be contractually arranged by the District and said contracts are hereby made a part of this agreement.

This change affects any active employees who experience a disability that begins on or after July 1, 2004.

1 Instead of a benefit level of 75% of pre-disability earnings, which is taxable like any
2 other income, the benefit level decreases to 60% of pre-disability earnings, which is
3 not taxed.

4
5 This means the actual monthly cost for each employee will be added to his/her
6 gross income, but then in the same paycheck that amount will be deducted for
7 Long-Term Disability (making it cost neutral for the employee.)
8

9 **J. Vision Benefit**

10
11 At no cost to the District, a vision benefit will be provided under the PPO plan.

12
13 Under the plan, the plan participant can go to a licensed practitioner for a visual
14 examination. If this practitioner prescribed corrective lenses, then there is a vision
15 hardware benefit available. It is offered on an in and out-of-network basis.

16
17 In-network: Plan pays 100% up to a \$120 retail allowance for frames (or \$50
18 wholesale). One pair of standard single vision or standard multi-focal lenses is
19 covered-in-full. Contact lenses are in lieu of frames and lenses benefit. Contacts
20 are covered up to four (4) boxes of disposable lenses or a \$150 allowance (the \$150
21 allowance is applied to the fitting/evaluation fee AND towards the purchase of
22 contact lenses (Contracted vision providers.)
23

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

26 Exam \$40.00

27
28 Lenses Single vision \$40.00, Bifocal \$60.00, Trifocal \$90 and
29 Lenticular \$90

30
31 Frames \$45.00

32
33 Contact Lenses in Lieu of Eyeglasses (lenses and frame)

34 Elective \$150.00 (less any network fitting/evaluation fee)

35 Necessary \$210.00
36

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

40
41 **Kaiser Optical Services:** Eyewear purchased from Plan Optical Sales Offices
42 every 24 months at a maximum allowance of \$175. The Kaiser Vision Benefit is a
43 rider to the medical plan, and requires a \$10 co-payment for the examination by a
44 Kaiser optometrist. The Kaiser EOC does not limit the number of these visits. The
45 \$10 co-payment is for every plan participant.
46

1 **K. Employee Assistance Program** – provided by Blue Cross at District expense.

2
3 **11.5 Conditions**

- 4 a. Coverage begins on the first of the month following the date hire, provided the
5 following conditions are met:
6
7 1. Actual date of hire is prior to the 20th of the month;
8 2. All enrollment forms for health and welfare benefits are received by the
9 District prior to the 20th of the month.
10
11 b. It shall be the member's responsibility to return all enrollment forms for health
12 and welfare benefits to the District by the agreed upon deadline. Failure to do
13 so shall hold the District harmless from any claim made in this period. In any
14 case, all enrollment forms must be received by the District within 30 days of the
15 date of hire. Failure to comply may result in the delay of providing coverage.
16
17 c. If both husband and wife are employed by the District, they shall each be eligible
18 severally for all health and welfare benefits. The only exception is that the
19 dependent children shall not be covered by both.
20
21 d. Dependent coverage is to be paid in full by the District. All dependents must be
22 added at the time of employee's enrollment or within 30 days of new birth or
23 marriage or addition of a new dependent. The following plans include
24 dependent coverage.
25
26 1. Medical Insurance
27 2. Dental Insurance
28 3. Life Insurance
29
30 e. The District shall provide a semi-annual orientation with brochures describing
31 each benefit program and provider; information about other insurance that is
32 available to purchase; and sign off sheet that indicates the new person has been
33 given choices he or she has regarding benefits.
34

35 **11.6 Domestic Partners**

36 As of July 1, 1992, benefits provided by the Kaiser Medical Plan, CoreSource/Blue Cross
37 Prudent Buyer Plan or other medical plan with equal or better benefits and the Delta Dental
38 Plan have been extended to domestic partners. The District will publish procedures for
39 domestic partner enrollment.
40

41 **11.7 Federal and/or State Actions**

42 If, during the term of this Agreement, the state or federal government adopts health plan
43 legislation/regulations that affect either the cost and/or benefits received by employees
44 eligible to participate in the District health plans as defined in this Agreement, this Article
45 11 may be reopened.

ARTICLE 12

EMPLOYEE EXPENSES AND MATERIALS

1 12.0 Medical Examination

- 2 The District agrees to provide the full cost of any medical examination required as a
3 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 the 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 <i>Cont'd</i>	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		

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

1 intent to be absent, the nature of the illness or injury, and the anticipated duration
2 of the illness or injury, not later than two (2) hours after the start of the work-shift
3 in order to be eligible for paid illness or injury leave, or shall document the reason
4 for the inability to do so.

5
6 **13.6.4** Members of the bargaining unit requesting paid illness or injury leave may
7 be periodically required, at the discretion of the District personnel administrator,
8 to provide medical statements on forms provided by the District. Members of the
9 bargaining unit absent due to surgery, injury or illness and/or absent for more
10 than five (5) consecutive assigned workdays may be required to submit a
11 medical release to their first level manager prior to being permitted to return to
12 work.

13
14 **13.6.5** At the beginning of each fiscal year, the full amount of sick leave shall be
15 credited to each employee. Credit for sick leave need not be accrued prior to the
16 employee taking such leave. Probationary employees of the District shall not be
17 eligible to take more than six (6) days, or the proportionate amount to which they
18 may be eligible, until the first day of the calendar month after completion of six (6)
19 months of active service with the District.

20
21 **13.6.6** The rate of pay for sick leave shall be at the same rate the employee
22 would have received had he/she worked that day.

23
24 **13.6.7** Employees who take time off during the workday for medical or dental
25 appointments shall utilize sick leave for this purpose.

26
27 **13.6.8 Quarantine Leave:** Bargaining unit members shall receive salary in full
28 when quarantined by city, state, or county health officials because of another's
29 illness. If the bargaining unit employee is not ill, no deduction will be made from
30 his/her sick leave.

31
32 **13.6.9** Sick leave shall be submitted to the District in minimum increments of one (1) hour.

33
34 **13.6.10** Beginning with the Fiscal Year 83/84, any employee who does not use
35 any sick leave benefits in the fiscal year shall be granted a bonus of three (3)
36 additional vacation days.

37
38 **13.7 Personal Necessity Leave**

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

- 43
44 a. Death of a member of an employee's immediate family when additional leave
45 is required beyond that provided in the bereavement leave provision of this
46 Agreement.

- b. Accident or illness involving the employee's person or property or a member of the immediate family.
- c. Appearance in any court or before any administrative tribunal as a litigant, or witness under subpoena.
- d. An emergency of a personal nature.
- e. 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 his 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 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 care 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 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 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.

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

9
10 **13.11.2** Employees shall be required to serve or have served the District in a
11 paid status continuously for a period of twelve (12) months to be eligible for
12 industrial injury and illness leave.

13
14 **13.11.3** Industrial accident or illness leave is to be used in lieu of normal sick
15 leave benefits. When entitlement to industrial accident or illness leave under this
16 section has been exhausted, entitlement to other sick leave, vacation, or other
17 paid leave will be used. If, however, an employee is still receiving temporary
18 disability payments under the worker's compensation laws of this state at the
19 time of the exhaustion of benefits under this section, he/she shall be entitled to
20 use only so much of his/her accumulated and available normal sick leave,
21 vacation and other paid leave which, when added to the worker's compensation
22 award, provides for a day's pay at the regular rate of pay.

23
24 **13.11.4** At any time an employee on industrial accident or illness leave is able to
25 return to work, the employee shall be reinstated in his/her position without loss of
26 status or benefits.

27
28 **13.11.5** Periods of leave of absence for industrial accident and illness leave,
29 paid or unpaid, shall not be considered to be a break in service of the employee.

30
31 **13.11.6** Matters within the jurisdiction of the Workers Compensation Appeals
32 Board, including determination of whether an injury is job related and therefore
33 subject to Workers Compensation, is not subject to the grievance procedure.

34
35 **13.12 Extended Illness or Injury Leave**

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

41
42 **13.12.1** The extended illness leave provided in this section shall be used only
43 after the exhaustion of all sick, vacation and other paid leave.

44
45 **13.12.2** Proof of illness or injury for such leave, acceptable to the District, must
46 be provided by a licensed physician.

1 **13.12.3** The District shall inform the employee in writing of the period of time
2 constituting leave at full pay as well as the period of time during which he/she will
3 be compensated at 50 percent (50%) of regular pay.

4
5 **13.12.4** This leave shall not be accumulated from year to year.

6
7 **13.13 Long-Term Disability Leave**

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

10
11 **13.14 Leave Without Pay**

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

15
16 **13.14.1** Medical, dental, life, and long-term disability insurance carried by the
17 bargaining unit employee through the District may, with the carrier's and the
18 District's approval, be continued at the expense of the employee on leave without
19 pay.

20
21 **13.15 Break in Service**

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

25
26 **13.15.1** No period of voluntary unpaid absence for less than 120 calendar days
27 in any twelve (12) month period shall be considered a break in service for the
28 purpose of earning seniority under this Agreement.

29
30 **13.15.2** If at the conclusion of all leaves of absence, paid or unpaid, the
31 employee is still unable to assume the duties of his/her position or a position in
32 his/her class, he/she shall be placed on a reemployment list for a period not to
33 exceed 39 months. Upon resumption of his/her duties, the break in service shall
34 be disregarded and he/she shall be fully restored as a permanent employee.

35
36 **13.16 Return to Duty from a Paid Leave**

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

40
41 **13.17** In accordance with applicable provisions of the Education Code, an employee
42 who returns to duty from an unpaid leave greater than 30 days shall be reinstated in the
43 following manner:

- 44
45 a. Be reinstated in a position in his/her same classification if such vacancy exists.

1 b. Be reassigned in accordance with seniority.

2
3 c. Be placed on a reemployment list for 39 months.

4
5 **13.18** An employee returning from any leave of absence greater than 30 days shall
6 notify his/her first level manager and/or the District Human Resources Office of intent to
7 return at least two (2) weeks prior to the expiration of the leave.

8
9 **13.18.1** An employee failing to return from any leave of absence greater than 30
10 days within two (2) days of the scheduled return date shall be considered to have
11 resigned.

12
13 **13.19 SEIU Local 1021 Leave**

14
15 **13.19.1** Three (3) SEIU Local 1021 Peralta Chapter representatives shall each
16 have a maximum of five (5) days of release time to be used for:

- 17
18 a. Conferences sponsored by SEIU Local 1021 and its affiliates,
19
20 b. Participation in seminars and institutes sponsored by institutions of higher
21 learning and/or governmental agencies or bodies, and
22
23 c. Participation and/or attendance at meetings called by governmental
24 agencies or bodies.

25
26 **13.19.2** Persons eligible will be the Peralta Chapter President of SEIU Local
27 1021 and/or his/her designees.

28
29 **13.19.3** The request for the above-stipulated SEIU Local 1021 leave shall be
30 made at least two (2) weeks prior to the event for which the leave is being
31 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-Month Employee

- a. 1 through 5 years:
10 days vacation (.83 days vacation for each month of service)
- b. 6 through 10 years:
15 days vacation (1.24 days vacation for each month of service)
- c. 11 years and over:
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 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 scheduled 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 of the end of the most recently completed fiscal year. If an employee does not request sufficient vacation leave to meet the accrual limit, 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 10 days per year vacation. Employee can carry over 10 days and earn 10 additional days for a total of 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

1 information necessary for the employee to know his/her vacation leave balance
2 as of July 1 of each year. In addition, a notice reminding employees to check
3 their vacation leave balance shall be posted in a prominent location at each work
4 site.
5

6 **14.8 Interruption of Vacation**

7 The Governing Board of the Peralta Community College District may allow bargaining
8 unit members to interrupt or terminate vacation leave in order to begin another type of
9 paid leave without a return to active service, provided the employee supplies adequate
10 notice and relevant supporting information regarding the basis for such interruption of
11 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 – February 12
- d. Washington's Birthday – Third Monday in February
- e. Last day of Spring Break – "César Chávez Day" Observance
- f. Malcolm X's Birthday – May 19
- 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 – The Thursday proclaimed by the President
- l. Thanksgiving Day – The Friday following Thanksgiving Day
- m. Christmas Eve Day – December 24
- n. Christmas Day – December 25
- o. New Year's Eve Day – December 31
- p. Two (2) Annual Floating holidays shall be granted upon 30 days advance request.

Floating holidays for 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 a 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.
(8/11/97)

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 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

Transfer 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 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 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.

ARTICLE 17

PROMOTIONS AND EMPLOYEE DEVELOPMENT

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 application 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 District general funds, child care, EOPS and Lanterman funds in a bargaining unit classification for 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 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.

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 determines such affirmative action requirements are present, the Equal Employment Officer shall notify the Union and, upon Union 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 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 Screening Committee

In the event the SEIU Local 1021 appointee on the Screening Committee is in disagreement with the process or recommendations of the Screening Committee related to SEIU Local 1021 members, he/she may express his/her disagreement directly to the Vice Chancellor for Human Resources and Employee Relations or his/her designee in writing within three (3) working days after the recommendations are forwarded from the Screening Committee indicating specifically the nature of his/her disagreement. 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 Screening Committee may be accompanied by a SEIU Local 1021 representative to settle the disagreement.

ARTICLE 17

PROMOTIONS AND EMPLOYEE DEVELOPMENT

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 a plan for educational leave to the Vice Chancellor for Human Resources and Employee Relations. Upon the Vice Chancellor for Human Resources and Employee Relations'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.

1 **18.1** The District agrees to comply with Education Code Section 88127 and 88014,
2 and other applicable laws and with corresponding decisions and with courts of
3 appropriate jurisdiction as those decisions and as the Education Code relates to the
4 subject of layoff and reemployment.

5
6 **18.2** The parties herein establish a methodology to administratively determine the
7 layoff order of employees hired (other than employees on probation in the class) into the
8 same class on the same date.

9
10 **18.3 Notification Rights**

11 Permanent classified employees affected by layoff shall be notified by certified mail at
12 the last known address no less than 45 calendar days from the date of postmark of the
13 certified letter. All notices of layoff shall be issued to the Union simultaneously with
14 notice to the affected employee. Any layoff notices sent to the Union shall include an
15 up-to-date District-wide seniority list and a list of all vacancies authorized for filling.

16
17 **18.4 Seniority Rights/Order of Layoff**

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

24
25 **18.4.1** If two (2) or more employees on the seniority list have an identical seniority
26 service date, the tie shall be broken in the following order:

- 27
28 a. Time in classification--The employee having less time in the class shall be
29 released first.
30
31 b. By lot to permanently establish order of seniority. A Union representative shall
32 be present at the drawing.

33
34 **18.4.2** It is understood that layoffs shall in no way be used as a substitute for
35 normal disciplinary procedures, including as a means to "fire" marginal or
36 unpopular employees.

37
38 **18.5** In the event SEIU Local 1021, upon receipt of the layoff letter, is in disagreement
39 with the employee chosen to be laid off, SEIU Local 1021 may, within five (5) working
40 days, so notify the District of the disagreement, and the District will, within five (5)
41 working days, allow SEIU Local 1021 to review the facts upon which the decision was
42 based.

43
44 **18.6** It is understood that employees hereby give their SEIU Local 1021 representative
45 access to review the facts upon which the District's decision was made when such
46 decision is questioned by SEIU Local 1021.

ARTICLE 18

LAYOFF AND REEMPLOYMENT

1 **18.7** With the exception of probationary employees, all layoffs are subject to the
2 grievance procedure contained in the collective bargaining agreement.
3

4 **18.8** When an employee is qualified for retreat into more than one classification, the
5 options shall be discussed with the employee for the purpose of determining the
6 employee's assignment or layoff.
7

8 **18.9** The retreating employee has a right to be retained at their current salary rate of
9 pay in conjunction with the new classification. However, in no case in excess of the
10 salary of the classification from which they are retreating.

19.0 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 interest 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. 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 employees health and safety.
 2. Use methods and processes which are reasonably adequate to insure employees' 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 bargaining 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 Human Resources and Employee Relations 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.

20.6.4 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.

20.8.1 Fire alarm and evacuation drill procedures shall be amended to include provisions for people in wheelchairs and other disabled people. Toward this end, a committee of three (3) represented staff from the Disabled Student's Center at Laney College shall meet with the Risk Manager to draft recommendations.

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

21.3.3.2 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.

21.3.3.3 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 for Human Resources and Employee Relations within thirty (30) days. The Vice Chancellor for 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.

21.3.3.4 The cost of the arbitrator's recommendation shall be borne 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 the opportunity to respond and state its view on the matter. SEIU Local 1021 will be 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 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.

22.2 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 the Director of Employee Relations.

22.3 Suspension/Dismissal

The Director of Employee Relations 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 employee 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 of Finance and Administration 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 Employee 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.

1 **22.7.2.** Within five (5) days of receipt of the appeal to arbitration, the parties
2 shall attempt to mutually agree on an arbitrator from the list. In the event the
3 parties cannot reach an agreement, then the arbitrator shall be selected in
4 accordance with the following procedure:

- 5
6 a. The seven (7) arbitrators shall be listed in alphabetical order. The case
7 shall be assigned to the arbitrator next in order, provided however that
8 each party is entitled to one (1) strike;
9 b. The arbitrator next in order following any striking shall be designated to
10 hear the case;
11 c. Once an arbitrator is struck by either party, that individual shall be placed
12 at the bottom of the list. Once struck, the same party may not again strike
13 that arbitrator's name until that arbitrator has been chosen.
14

15 **22.8 Arbitrator's Authority**

16 The arbitrator may hear testimony, receive written briefs, interview witnesses and
17 conduct investigation he/she deems appropriate, and shall render an award to the
18 Director of Employee Relations within thirty (30) days after the hearing. The Director
19 Employee Relations shall forward the award to the Board of Trustees for consideration
20 at its next regular meeting. The Board shall adopt the arbitrator's award.
21

22 **22.9 Arbitrator's Fees and Expenses**

23 The fees and expenses of the Arbitrator shall be paid by the party against whom the
24 arbitrator rules. Any transcription of the hearing proceedings shall be paid by the party
25 making such a request. The party requesting cancellation of a scheduled hearing shall
26 bear the full cost imposed by the arbitrator.
27

28 **22.10 Expedited Arbitration**

29 The parties have a mutual interest in resolving suspension appeals in a timely and
30 efficient manner. As a pilot project, for the duration of the Agreement through June 30,
31 2009, the parties have agreed to an expedited arbitration process for suspensions of
32 not greater than thirty (30) days.
33

34 **22.10.1** At the expedited hearing, the arbitrator may receive testimony and
35 other evidence, interview witnesses and conduct whatever investigation he/she
36 deems appropriate and issue a bench decision. If a bench decision is not
37 possible, then a written award shall be rendered to the Director of Employee
38 Relations no later than thirty (30) calendar days after the hearing. The hearings
39 shall be conducted without attorneys present for either party and without post-
40 hearing briefs. Each party shall have no more than two and one-half (2 ½) hours
41 to present its case. The Director of Employee Relations shall forward the award
42 to the Board of Trustees for consideration at its next regular meeting. The Board
43 shall adopt the arbitrator's award.
44

45 **22.10.2** The parties shall bear its own expenses related to the expedited
46 hearing, provided however that the fees and expenses of the arbitrator shall be

1 paid by the party against whom the arbitrator rules. The party requesting
2 cancellation of a scheduled hearing shall bear the full cost imposed by the
3 arbitrator. If either party fails to appear before a scheduled hearing date, the
4 other party shall present their case and the arbitrator shall issue a bench decision
5 based on the information provided at the hearing.
6

7 **22.11 Emergency Suspension**

8 SEIU Local 1021 and the District recognize that emergency situations can occur
9 involving the health and welfare of students or employees. If the employee's presence
10 would lead to a clear and present danger to the lives, safety, or health of students or
11 fellow employees, the District may immediately suspend the employee without pay.
12 Within three (3) days of the emergency suspension, the District shall serve the notice of
13 disciplinary action upon the employee.
14

15 **22.12 Disciplinary Settlements**

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

ARTICLE 23

MANAGEMENT RIGHTS AND RESPONSIBILITIES

1 **23.1** SEIU Local 1021 recognizes and agrees that the Board retains and reserves all
2 powers, rights, authority, duties and responsibilities conferred upon and vested in it by
3 the laws and the constitution of the State of California and of the United States, limited
4 only by articles of this Agreement.
5

6 **23.2** SEIU Local 1021 recognizes and agrees that the exercise of the foregoing
7 powers, rights, authority, duties and responsibilities by the Board; the adoption of
8 policies, rules regulations, and practices in furtherance thereof; and the use of judgment
9 and discretion in connection therewith shall be limited only by the specific and express
10 terms of this Agreement and then only to the extent such specific and express terms are
11 in conformance to the Constitution and laws of the State of California and of the United
12 States.
13

14 **23.3** SEIU Local 1021 recognizes and agrees that the District's powers, rights,
15 authority, duties, and responsibilities include the exclusive right to manage, plan,
16 organize, staff, direct, and control; to decrease and increase the work-force; to establish
17 and change standards; to determine solely the extent to which the facilities of any
18 department thereof shall be operated, and the outside purchase of products, or services
19 of a temporary duration, the right to introduce new or improved methods and facilities;
20 and to otherwise take any action desired to run the entire operation efficiently except as
21 modified by this Agreement.
22

23 **23.4** SEIU Local 1021 recognizes and agrees that the District retains its right to
24 amend, modify, or suspend policies and practices referred to in this Agreement in cases
25 of a natural or manmade disaster, or other dire interruption of the District's programs.
26 When an emergency is declared, the District shall immediately notify and consult with
27 SEIU Local 1021.

ARTICLE 24

CONCERTED ACTIVITIES/NO LOCKOUT

1 **24.1** It is agreed and understood that there will be no strike, work stoppage,
2 slowdown, picketing, or other concerted action or refusal or failure to fully and faithfully
3 perform job functions and responsibilities by SEIU Local 1021 and its Peralta College
4 Chapter or by its officers, agents, or members during the terms of this Agreement,
5 including compliance with the request of other labor organizations to engage in such
6 activity.

7
8 **24.2** SEIU Local 1021 and its Peralta Colleges Chapter recognizes the duty and
9 obligation of its representatives to comply with the provisions of this Agreement and to
10 make every effort toward inducing all employees to do so. In the event of a strike, work
11 stoppage, or slowdown by employees who are represented by SEIU Local 1021, SEIU
12 Local 1021 agrees in good faith to take necessary steps to cause those employees to
13 cease such action.

14
15 **24.3** It is agreed and understood that any employee violating this Article may be
16 subject to discipline up to and including termination by the District.

17
18 **24.4** It is understood that in the event this Article is violated, the District shall be
19 entitled to withdraw any rights, privileges or services provided for in this Agreement or in
20 District policy from any employee and/or Association.

21
22 **24.5** During the term of this Agreement, the employer agrees not to engage in any
23 lockout of employees covered by this Agreement.

25.0 Savings Clause

If, during the life of this Agreement, any law or any order issued 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 determination for the purpose of arriving at a mutually satisfactory replacement for such Article or section.

1 **26.1** The District shall make every reasonable effort to maintain substitute lists for
2 child-care assistants, specialists, and cooks. The District shall further explore on
3 campus programs in Culinary Arts and Child Development for the purpose of filling day-
4 to-day vacancies at the Child Care Development Centers.
5

6 **26.2** Summer school assignments, beginning with the 1986 summer session, shall be
7 determined on a voluntary rotational basis. Rotation shall begin with the most senior
8 employee receiving an offer of summer employment and progressing downward by
9 seniority (within classification). If sufficient employees are obtained in this manner,
10 summer work shall be assigned and accepted in inverse order of seniority.

27.0 Employment of Retirees

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

"a. 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 (Government Code Section 21153)."

1 **28.1** No employee shall be subjected to sexual harassment in the course of
2 employment. Sexual harassment means unwanted conduct or communication of a
3 sexual nature which adversely affects the person's employment relationship or working
4 environment. Among the behaviors considered to be sexual harassment are: unwanted
5 physical touching, molesting, verbal insults (including remarks of a sexual nature or
6 displaying obscene jokes or cartoons), explicit sexual gestures and rumors designed to
7 cause the individual emotional distress or place the individual in a bad light.
8

9 **28.2** Sexual harassment occurs when an unwelcome sexual advance, request for sexual
10 favors, and other verbal or physical conduct of a sexual nature:
11

- 12 a. Is made, either explicitly or implicitly, a term or condition of an individual's
13 educational or employment status;
14
- 15 b. Is used as a basis for educational or employment decisions affecting such
16 individual; or
17
- 18 c. Has the purpose or effect of unreasonably interfering with an individual's
19 educational or work performance, or creating an intimidating, hostile or
20 offensive educational or working environment.
21

22 **28.3** Individuals who feel they are subjected to sexual harassment can file a complaint
23 with the Human Resources Office at the District's Administration Center. The Equal
24 Employment Opportunity Officer shall investigate all complaints of sexual harassment
25 and give a written response of the findings to complainant; and will recommend
26 corrective action where warranted. Record of such complaints shall be kept separate
27 from an individual's personnel file and will be treated in strict confidentiality. Sexual
28 harassment matters are subject to the District's sexual harassment policy and grievance
29 procedure.

ARTICLE 29 VOLUNTARY SICK (Catastrophic) LEAVE CONTRIBUTION PROGRAM

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

29.2 Contributions

8
9 A five member, Local 1021, appointed Voluntary Sick Leave Contribution Program
10 Committee shall call for voluntary contributions of accrued sick leave days/hours when a
11 need is identified and verified. Individual contributions by members of the bargaining
12 unit may be made under the following conditions:
13

- 14 a. The minimum contribution per call is one day (8 hrs.).
- 15 b. The maximum contribution per call is five (5) days.
- 16 c. The minimum Sick Leave balance after the contribution is at least five (5)
- 17 days.
- 18 d. Transfer of contributions shall be limited to the number of days used subject
- 19 to the maximums provided in this article.
- 20
- 21

29.3. Eligibility

- 22 a. A recipient of sick leave contributions must be an employee at the time the
- 23 request is made.
- 24
- 25 b. Other Paid Leave Accounts
- 26 No unit member will be eligible for donated sick leave benefits until all other
- 27 available paid leave accounts under the Local 1021-PCCD Agreement have
- 28 been exhausted.
- 29
- 30

29.4. Benefits

- 31 a. The Program may contribute up to 50 days at 100% of pay but no more than
- 32 necessary for an employee to be eligible for Long-Term disability.
- 33
- 34 b. Limitations on Use
- 35 No unit member may receive benefits from the Program more than two times
- 36 in his/her lifetime.
- 37
- 38 c. Unit members receiving sick leave donations shall be covered by the District
- 39 for medical, dental, life and disability they would be otherwise qualified to
- 40 receive.
- 41
- 42 d. Effect of Receiving Benefits
- 43 Benefit recipients shall be solely responsible for any state and federal taxes
- 44 on the donated time. Such taxes shall be withheld at the normal rate for the
- 45 recipient employee. In the event that the state or federal governments rule
- 46

ARTICLE 29 VOLUNTARY SICK (Catastrophic) LEAVE CONTRIBUTION PROGRAM

1 that a tax liability is due other than as taxed, the recipient shall be solely liable
2 for such liabilities.

29.5. Request Procedures

3
4
5 Request for benefits shall be submitted in a sealed envelope to the Vice Chancellor of
6 Human Resources and Employee Relations. The Vice Chancellor shall receive the
7 request and supporting medical documentation and certification to determine whether
8 the unit member meets eligibility requirements. Such requests must include a
9 physician's certification that the unit member is unable, as a result of a catastrophic
10 illness or injury, to perform the material duties of his/her occupation. At its discretion,
11 the District may require additional medical information or require examination by a
12 second physician of the District's choosing and at the District's expense. After
13 reviewing the application and supporting documentation, the Vice Chancellor shall
14 submit to the committee a statement which indicates whether the unit member has met
15 the criteria and furnished all documentation and number of days needed to bridge to
16 eligibility for Long-Term disability benefits.

17
18 The five member Local 1021 committee shall review the request and approve the call
19 for sick leave contributions. Contributors may not contribute more days/hours than
20 needed. The decision of the committee shall not be subject to the grievance and
21 arbitration provisions of the Local 1021-PCCD Agreement.
22

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, 2011 and shall continue in effect until June 30, 2012, 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 contract renewal was ratified by Service Employees Local 1021 (SEIU) Peralta Colleges Chapter on May 23, 2011.

Approved by the Peralta Community College District Board of Trustees on May 24, 2011.

APPENDIX 1

CORESOURCE / BLUE CROSS / MEDCO / SPECTERA

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

Benefits Summary: Preferred Provider Plan – CoreSource/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 is: 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 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.
Lifetime benefit maximum	\$5,000,000 The lifetime benefit maximum is combined for in and out-of-network services.	\$5,000,000

COPAYMENTS/COINSURANCE	IN-NETWORK BENEFITS	OUT-OF-NETWORK BENEFITS
Physician's office visit	\$10 copay; plan pays 100% (deductible is waived)	Plan pays 80% of usual & 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 & 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% of usual & customary charges after deductible
Laboratory services (Diagnostic tests, labs, x-rays)	Plan pays 100% after deductible	Plan pays 80% of usual & customary charges after deductible
Inpatient hospital (Semi-private room, board, tests, medications)	Plan pays 100% after deductible	Plan pays 80% of usual & 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 866-794-0770.	
Outpatient hospital	Plan pays 100% after deductible	Plan pays 80% of usual & 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 person 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% of usual & customary charges after deductible
Well-baby care/immunizations	\$10 copay; plan pays 100% (deductible is waived)	Plan pays 80% of usual & 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% of usual & customary charges after deductible

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 year (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 & customary up to 30 days per calendar year maximum benefit; (combined with Substance Abuse benefits)</p> <p>Outpatient: 80%, after deductible, of usual & 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 Parity 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 year-combined with Mental Health benefits</p>	<p>Inpatient: Plan pays 80%, after deductible, of usual & customary up to 30 days per calendar year maximum benefit-combined with Mental Health benefits</p> <p>Outpatient: 80%, after deductible, of usual & 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 cost 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-contracted 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 specialty 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 five year time period.</p>	

Spectera Vision Plan	<p>In network:</p> <p>Exam every 12 months Lenses every 12 months 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>Out of network reimbursements:</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>Frames are covered up to a \$45 allowance</p> <p>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>
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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 August 31, 2004	PPO Plan –	Pre-Paid Health Plan – No Change
Administrator	Blue Cross	Core Source	Kaiser
Network	Prudent Buyer	Interplan / PHCS • 9/1/04-8/31/06 Blue Cross* • 9/1/06-8/31/07*	
Prescriptions	Wellpoint	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.

The following plan attributes, co-pas and deductibles shall apply:

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
Brand Drug - up to 30 day supply	\$1	\$15	\$5	\$15
Mail Order –up to 90 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.

APPENDIX 2**Local 1021 – Regular Pay Scale
Effective July 1, 2007**

Range	Step				
	A	B	C	D	E
1	2,100	2,210	2,318	2,431	2,553
2	2,118	2,228	2,337	2,451	2,574
3	2,153	2,264	2,370	2,497	2,614
4	2,184	2,229	2,411	2,529	2,655
5	2,246	2,357	2,472	2,591	2,719
6	2,294	2,401	2,519	2,636	2,764
7	2,301	2,413	2,535	2,651	2,788
8	2,337	2,451	2,572	2,695	2,828
9	2,388	2,499	2,615	2,737	2,864
10	2,369	2,479	2,594	2,715	2,841
11	2,401	2,519	2,636	2,764	2,909
12	2,419	2,535	2,655	2,782	2,930
13	2,465	2,579	2,698	2,823	2,954
14	2,451	2,572	2,695	2,828	2,979
15	2,466	2,585	2,710	2,844	2,997
16	2,519	2,636	2,764	2,909	3,044
17	2,535	2,651	2,788	2,923	3,066
18	2,549	2,669	2,798	2,941	3,081
19	2,581	2,700	2,826	2,957	3,109
20	2,612	2,730	2,865	3,002	3,147
21	2,653	2,772	2,916	3,057	3,206
22	2,669	2,793	2,923	3,072	3,212
23	2,651	2,788	2,923	3,066	3,224
24	2,668	2,807	2,944	3,088	3,247
25	2,698	2,823	2,954	3,106	3,246

Range	Step				
	A	B	C	D	E
26	2,695	2,828	2,979	3,121	3,274
27	2,758	2,891	3,043	3,177	3,338
28	2,779	2,904	3,044	3,184	3,336
29	2,788	2,923	3,066	3,224	3,378
30	2,823	2,954	3,106	3,246	3,399
31	2,826	2,957	3,109	3,250	3,402
32	2,857	2,994	3,132	3,282	3,441
33	2,860	3,007	3,143	3,292	3,441
34	2,864	3,010	3,147	3,295	3,444
35	2,865	3,002	3,147	3,303	3,457
36	2,891	3,029	3,169	3,320	3,482
37	2,904	3,044	3,184	3,336	3,498
38	2,910	3,044	3,190	3,345	3,503
39	2,923	3,066	3,224	3,378	3,544
40	2,972	3,123	3,265	3,418	3,574
41	2,967	3,113	3,268	3,425	3,592
42	2,979	3,121	2,927	3,427	3,596
43	2,983	3,124	3,277	3,430	3,599
44	2,997	3,140	3,293	3,446	3,617
45	3,002	3,147	3,303	3,457	3,623
46	3,023	3,169	3,326	3,481	3,648
47	3,044	3,190	3,345	3,503	3,670
48	3,059	3,204	3,354	3,508	3,676
49	3,057	3,206	3,372	3,534	3,707
50	3,066	3,224	3,378	3,544	3,718
51	3,109	3,250	3,402	3,557	3,726
52	3,088	3,247	3,401	3,568	3,744
53	3,148	3,295	3,458	3,629	3,802

Range	Step				
	A	B	C	D	E
54	3,184	3,336	3,498	3,664	3,839
55	3,246	3,399	3,553	3,722	3,903
56	3,250	3,399	3,557	3,726	3,906
57	3,224	3,378	3,544	3,718	3,908
58	3,268	3,417	3,578	3,752	3,928
59	3,295	3,458	3,629	3,802	3,995
60	3,363	3,516	3,682	3,861	4,042
61	3,339	3,506	3,679	3,870	4,053
62	3,345	3,503	3,670	3,841	4,029
63	3,366	3,534	3,708	3,902	4,087
64	3,441	3,604	3,779	3,956	4,146
65	3,479	3,643	3,816	3,995	4,191
66	3,482	3,646	3,821	3,998	4,195
67	3,498	3,664	3,839	4,025	4,215
68	3,478	3,649	3,831	4,028	4,221
69	3,506	3,679	3,870	4,053	4,274
70	3,592	3,763	3,956	4,156	4,371
71	3,617	3,790	3,984	4,185	4,401
72	3,646	3,826	4,025	4,215	4,444
73	3,649	3,831	4,028	4,221	4,449
74	3,757	3,937	4,138	4,348	4,573
75	3,826	4,025	4,215	4,444	4,648
76	3,831	4,028	4,221	4,449	4,652
77	3,914	4,114	4,322	4,546	4,766
78	3,918	4,118	4,328	4,551	4,771
79	3,956	4,156	4,371	4,583	4,794
80	3,980	4,182	4,398	4,610	4,823
81	3,984	4,185	4,401	4,615	4,827

Range	Step				
	A	B	C	D	E
82	4,053	4,274	4,469	4,692	4,917
83	4,082	4,304	4,500	4,725	4,951
84	4,114	4,322	4,546	4,766	4,986
85	4,172	4,397	4,598	4,828	5,059
86	4,221	4,449	4,652	4,886	5,117
87	4,239	4,470	4,675	4,908	5,143
88	4,371	4,583	4,794	5,042	5,282
89	4,398	4,610	4,823	5,073	5,314
90	4,401	4,615	4,827	5,079	5,320
91	4,444	4,648	4,879	5,113	5,365
92	4,469	4,692	4,917	5,158	5,412
93	4,504	4,730	4,956	5,199	5,455
94	4,573	4,793	5,014	5,264	5,526
95	4,648	4,879	5,113	5,365	5,628
96	4,675	4,908	5,143	5,395	5,662
97	4,692	4,917	5,158	5,412	5,671
98	4,725	4,951	5,194	5,451	5,711
99	4,917	5,158	5,412	5,671	5,950
100	4,990	5,249	5,499	5,776	6,050
101	5,073	5,314	5,582	5,847	6,148
102	5,079	5,320	5,588	5,853	6,154
103	5,158	5,412	5,671	5,950	6,252
104	5,282	5,548	5,812	6,112	6,401
105	5,370	5,634	5,903	6,194	6,509
106	5,548	5,812	6,112	6,401	6,715
107	5,634	5,903	6,194	6,509	6,815
108	5,671	5,950	6,252	6,547	6,874
109	5,771	6,044	6,356	6,657	6,984

Range	Step				
	A	B	C	D	E
110	5,776	6,050	6,362	6,663	6,991
111	5,835	6,122	6,434	6,736	7,705
112	5,898	6,187	6,501	6,809	7,150
113	6,112	6,401	6,715	7,043	7,385
114	6,148	6,439	6,756	7,085	7,429

Appendix 3

SEIU Local 1021 – Job Classifications

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
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
105	Clerical Assistant I, Stenography	8
116	Clerical Assistant I, Typing	4
024	Clerical Assistant II	13
106	Clerical Assistant II, Stenography	14
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
970	Coordinator/Academic Support Services	95
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
063	Coordinator/Interpreter Services	95
940	Coordinator/Learning Resource Center	95
103	Coordinator/Marketing	95

Job Code	Title	Range
535	Coordinator/Tech Prep Program	95
285	Cosmetology Lab. Technician	47
966	Curriculum & Systems Technology Analyst	114
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 Sys. Coordinator	107
858	DSP&S 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
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
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

Job Code	Title	Range
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/C.A.R.E.	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
973	Research Data Specialist	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 Services 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

Job Code	Title	Range
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
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
971	Student Services Specialist	78
855	Supervisor, Admin. & Bus. Support Services.	105
975	Systems Analyst (Student/Financial Applications)	114
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

July 19, 2011

Trudy Largent
Vice Chancellor, Human Resources
Peralta Community College District
333 East 8th Street
Oakland, Ca 94608

Re: Request for Release Time

In accordance with the 2010-2011 Collective Bargaining Agreement between Service Employees International Union (SEIU) Local 1021 and the Peralta Community College District, Article 7.3 which states "1.0 FTE release time shall be assigned to the chapter president or his/her designees(s) to conduct union activities." (See Appendix 4) In addition, the parties have agreed that the 1.0 FTE release time for the Chapter President shall be allocated amongst the President, Vice President and Chief Steward in the following manner.

Abigail Brewer, President – four days a week to be determined by the parties and the remaining 0.2 FTE shall be allocated to Helena Lengel.

Therefore, SEIU Local 1021 is proposing the 1.0 FTE release time for the following officers shall be allocated in the following manner.

Monday:	*Abigail Brewer, President – Peralta Chapter District Office
Tuesday:	*Abigail Brewer, President – Peralta Chapter District Office
Wednesday:	*Abigail Brewer, President – Peralta Chapter District Office
Thursday:	*Abigail Brewer, President – Peralta Chapter District Office
Friday:	Helena Lengel, Chief Steward – Peralta Chapter College of Alameda

*** Days may vary**

Trudy Largent re Request for Release Time

07/19/11

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Thank you for your cooperation regarding this matter. If you have any questions please feel free to contact me at (510) 350-4527.

Sincerely,

Nely Obligacion
SEIU Field Supervisor

JG:jbv

cc: Stephanie Batey, SEIU Field Director
Abigail Brewer, President – Peralta Chapter
Mary Jane Logan, Vice President – Peralta Chapter
Helena Lengel, Chief Steward – Peralta Chapter

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**FOR FURTHER INFORMATION REGARDING THIS CONTRACT,
PLEASE CONTACT**

**Office of Human Resources, Peralta Community College District
(510) 466-7265**

Or

**Service Employee's International Union (SEIU), Local 1021
(510) 465-0120**

