

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

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

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

Article 5 Evaluation Procedures:

Article 5.1 (c) (Addition)

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

Article 5 (c) (Amended language)

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

Article 5.1 (d)

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

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

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

Article 5.2

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

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

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

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

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

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

Article 10.2 Pay Rates:

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

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

Me too Clause

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

Fiscal Year 2014-2015

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

New Article 10.8 (a) Desk Audits/Classification Studies:

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

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

Article 11 Health & Welfare Benefits:

Dental Plan – District's Maximum Contribution

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

A. For Fiscal Year 2013-14:

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

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

Article 18.3 Notification Rights:

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

Article 20.1 District Compliance (New Language)

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

Article 21.3.3 Level III Grievance Procedures (New Language):

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

New Article 21:3.4 Level IV Mediation:

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

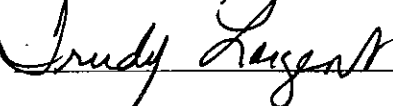
21.3.5 Level V Binding Arbitration:

- Existing contract language remains the same regarding Binding Arbitration.

For Peralta Community College District:

By:  Date: 9.19.13

José M. Ortiz, Chancellor

By:  Date: 9/19/13

Trudy Largent, J.D.

Vice Chancellor for Human Resources & Employee Relations

For SEIU Local 1021:

By:  Date: SEPTEMBER 19, 2013

Nely Obligaçon, Chief Negotiator

By: Abigail P Brewer

Abigail Brewer, President, SEIU Local 1021

Date: 9/18/13

By: M Lanza

Matthew Lanza, Field Representative

Date: 9/18/13