



PERALTA COMMUNITY COLLEGE DISTRICT

Agreement Between
The Peralta Community College District
And
Service Employees International Union
Local 1021
Permanent Employees

Contract

July 1, 2022 – June 30, 2025

Berkeley City College

College of Alameda

Laney College

Merritt College

**SERVICE EMPLOYEES INTERNATIONAL UNION – LOCAL COLLECTIVE
BARGAINING AGREEMENT June 30, 2022 - June 30, 2025**

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1.1 Acknowledgement

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

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

1.2 Scope of Representation

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

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

1.4 Contracting Out

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

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

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

1.5.2 Information Disclosure

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

- a. A District statement outlining the reasons for considering the introduction of new technology.
- b. Feasibility studies assessing the cost and benefits of new technology, if available.
- c. Proposed methods of operation of the new system and the task(s) it will perform.
- d. Proposed timetable for the introduction of the technological change. The District will disclose this information in advance of any proposed

technological change. This information will be provided in a form that is clear and understandable to the Union.

1.5.3 Negotiations

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

Dues/COPE/Union-Sponsored Benefit Program Deduction

2.1 The District shall honor an employee's check-off authorization for dues, COPE (political contribution) or other Union-sponsored program (assessments, initiation fees), which are submitted in writing, through electronically recorded phone calls, via online deduction authorization, or by any other means of indicating agreement allowable under state and federal law, regardless of whether the employee is a member of the Union.

2.2 Deductions for dues, COPE, or other Union-sponsored program shall start the pay period after the District receives notification of the authorization. The District shall transmit such payments to the Union through electronic funds transfer no later than 30 days after the deduction from the employee's earnings occurs.

2.3 Requests to authorize dues/other deduction(s), or requests to change status regarding such deductions, shall be directed to the Union rather than the District. The District shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.

2.4 The Union shall not provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

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

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

2.7 Quarterly Membership Information

The employer shall produce to SEIU Local 1021's Membership Department on a regular ongoing monthly basis, a malleable electronic file (in an Excel or CSV file) format containing the following information:

1. Full Name (first, middle, last, suffix)
2. Employee Number
3. Job Classification
4. Job Type (full-time, part-time)
5. Bargaining Unit
6. Hours worked in the preceding payroll period, which are the basis for the dues deduction amount
7. Pay Step
8. Pay Rate
9. Pay Status (active, on leave, separated from employment, etc.)

- 10. Department
- 11. Division (subcode of the department)
- 12. Worksite

3.1 Equal Employment Opportunity

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

3.1.1 In accordance with Title 5, California Code of Regulations, a District Equal Employment Opportunity Advisory Committee shall be formed with Local 1021 members consistent with the EEOC Plan specifications 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, ethnicity, color, creed, national origin, sex/gender (including pregnancy, childbirth, or related medical conditions, and a strict prohibition against sexual harassment), gender identity, gender expression, religion, age, physical or mental disability, marital status, sexual orientation, military or veteran status, medical condition (cancer related or HIV positive, including AIDS/ARC), ancestry, immigration status, citizenship or political affiliation, family medical leave status, hair texture or hair style if that style or texture is commonly associated with a particular race or national origin or any other characteristics protected by law or on the basis of these perceived characteristics, or based on association with a person or a group with one or more of these actual or perceived characteristics. 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 compliant resolution procedures.

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

4.1 Personnel Files

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

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

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

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

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

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

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

sealed in a manila envelope at the front of the personnel file. The manager shall write on the “flap” of the envelope the date of sealing and the manager's name, and shall then apply transparent tape over the written entry and the flap to secure the envelope.

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

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

4.2 Each new employee shall receive, upon request, a physical copy of the collective bargaining agreement. The District will also maintain an accessible (searchable) digital copy of the Collective Bargaining Agreement online at the Human Resources website for employee access.

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

4.4 New Employee Orientation

4.4.1 The District shall provide each newly hired employee with a mandatory one hour and in-person new employee orientation meeting, at the next regularly scheduled orientation following their date of hire.

New employee orientations will be conducted by the District no less than once a month and no more than twice a month. The District shall provide SEIU with a monthly advance notice of the schedule of dates and times for the orientations. When an orientation falls on a District Holiday the orientation will be scheduled on the next business day and will be reflected on the schedule. Exceptions to the new employee orientation schedule shall be on a case by case basis. The District and the Union shall agree on an assigned time for the Union to present within the schedule.

4.4.2 Each new employee orientation shall occur during regular working hours, at the District Office of Human Resources, or designated facility, and without loss of compensation to the employee. A newly hired employee who does not attend the new employee orientation meeting(s), conducted by the District, shall be required to attend a mandatory and in-person make up session during regular working hours and onsite without loss in compensation. Advance notice shall be provided to the Union per Section A of this Article, below.

A. The District shall provide thirty (30) days' advance notice to the Union, of any new employee orientation. Thirty (30) days' advance notice may not be provided in the event of an urgent need that is critical to the District's operations that is not reasonably foreseeable. The District shall provide the Union with notification, whenever feasible, of the names of the expected participants, within 48 hours of the scheduled new employee orientation.

4.4.3 Meeting with Union Designee(s)

Newly hired employees shall be granted release time without loss in compensation to meet with the Union designee(s) during regular working hours and onsite.

4.4.4 Annual Training

Annually, the Union shall have the right to hold a one (1) hour, in-person, training to familiarize represented employees with the terms of this Agreement and discuss other labor relations' issues during regular working hours and onsite. The District agrees to release employees without loss in compensation to attend the training.

4.4.5 Release Time

The District shall grant Union designee(s) release time, including reasonable time for travel and set up, without loss in compensation to conduct any sessions, meetings, and trainings covered by this Article of the Agreement.

4.4.6 Neutrality

The District representative(s) shall not interfere with any sessions, meetings, or trainings, conducted by the Union, with newly hired employees,

4.4.7 Facility and Resource Access

The Union shall have the right to access and use the District's facilities and audiovisual equipment to conduct sessions and separate meetings with newly hired employees.

4.4.8 Employee Information

The Employer shall provide the Union Chapter President, and data@seiu1021.org with electronic notification in an editable electronic format (such as an Excel or CSV file) of the name, job title, department, work location, work, home and personal cellular telephone numbers, home address, and personal and work e-mail addresses of any newly hired employee within thirty

(30) calendar days of the date of hire, or by the first pay period of the month following hire.

The District shall provide the Union Chapter President and data@seiu1021.org with an updated electronic notification in an editable electronic format (such as an Excel or CSV file) of the name, job title, department, work location, work, home and personal cellular telephone numbers home address, and personal and work e-mail addresses of all Union employees every 120 days.

5.1 A labor and management committee (aka DUPC) including representatives of Local 1021 shall review and, if necessary, approve any new modifications to the evaluation forms annually in March.

The following procedure shall be strictly adhered to:

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

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

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

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

- e. Upon completing the performance evaluation report, the evaluator shall present it to the employee and discuss it with them.

- f. The employee shall then sign the report in order to indicate their receipt and they shall receive a signed copy.
- g. Only items a through f above shall be subject to the grievance procedure. If an employee intends to grieve a through f above, they must file the grievance in accordance with Article 21 Grievance Procedure.
- h. If an employee who receives an overall rating of "unsatisfactory" believes that the rating was arbitrary or lacking in factual foundation, then they may request the reviewing manager (President/Site Administrator) to conduct an administrative review; provided that the request for such review shall be made in writing within fifteen (15) work days of the evaluation conference with the first level manager. The District shall grant an additional five (5) workdays for response if the employee or Union so requests during the initial fifteen (15) day period. The Union may request the attendance of the Vice Chancellor for Human Resources and Employee Relations or their 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 subjected to grievance procedure.

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 any existing 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 them.

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.

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

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

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

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

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

6.4 Support of Agreement

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

6.5 Distribution of Contract

Within three (3) months after ratification of this Agreement by the Board of Trustees, the District and Union shall finalize the integration of all tentative agreements and make the contract available to all employees online on the Human Resources website. Employees may request a printed copy of the contract from HR, or print it themselves at any District or campus printer.

6.6 Legal, Unrestricted and Non-confidential Information

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

7.1 The District shall provide release time to bargaining unit employees in accordance with the requirements of law including California Government Code Section 3558.8, Education Code Section 88210.

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

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

7.4 1.0 FTE release time shall be assigned to the Chapter President or his/her designee(s) to conduct union activities.

The Union will provide an annual schedule to the District Vice Chancellor of Human Resources and Employee Relations no later than July 1st of each year and whenever a change occurs. The Union officer and their supervisor will endeavor to establish a mutually agreed upon schedule.

For School Year 2022-23, the Union Chapter President and any other designees must submit a schedule to the Vice Chancellor of Human Resources and submit a schedule no later than 30 days upon the ratification of the CBA.

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

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

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

7.8 **SEIU Local 1021 Leave**

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

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

7.8.1 The request for the above-stipulated SEIU Local 1021 leave shall be made at least two (2) weeks prior to the event for which the leave is being requested. The request shall be submitted in writing to the first level manager with a copy to the Vice Chancellor of Human Resources.

- 8.1 “Bargaining unit seniority”** is secured by hours in paid status in a class or classes included in the bargaining unit.
- 8.2 “Bumping right”** is the right of an employee, under those conditions provided by law, to displace an employee with less seniority in the same class District-wide.
- 8.3 “Class”** is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are identical for all positions in a class District-wide.
- 8.4 “Classification”** is a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a statement of the duties required to be performed in each such position, and the regular monthly salary range for each such position.
- 8.5 “Day”** is any day on which the Peralta Community College District administration office is regularly open for business.
- 8.6 “Demotion”** is a change from a position in one Class to a position in another class that is allocated to a lower salary range without the employee’s voluntary consent.
- 8.7 “Differential”** is a salary allowance in addition to the basic rate or schedule based upon hours of employment.
- 8.8 “Displacement”** includes layoff, demotion, involuntary transfer to a new classification, involuntary transfer to a new location requiring a change in residence, and time base reductions.
- 8.9 “Domestic partners”**, benefits provided by the Kaiser Medical Plan, CoreSource (currently Anthem Blue Cross) and the Delta Dental Plan are extended to domestic partners.
- a. Must submit required documentation outlined in the District's Documentation Matrix to verify eligibility for each dependent enrolled with health coverage. (See Appendix 6)
 - b. Domestic Partner Eligibility:
 - 1. The two (2) parties residing together have done so for at least six months and intend to reside together indefinitely and share the common necessities of life;
 - 2. The two (2) parties are subject to the same eligibility requirements governing all other employees who are covered by or applying for health plan coverage. New children, new employees, adoptions, new

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.1 Workday/Workweek

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

9.2 Adjustment of Assigned Time

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

9.3 Lunch Periods

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

9.4 Rest Periods

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

9.5 Overtime

The first level manager shall schedule overtime based on seniority, knowledge and skills in relationship to the assignment. The District will make reasonable efforts to give more than four (4) hours notice with a goal of giving 24 hours notice whenever feasible, e.g., when the need for overtime work on specific projects is known in advance. No employee shall refuse scheduled overtime work provided four (4) hours prior notice is given. Overtime shall be in pay or compensatory time at the employee's option. Compensatory time shall be paid consistent with Article 9.8 below.

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

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 their shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift for twenty (20) working days or less.

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

9.7.3 Employees who work four (4) 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 their normal hours shall be compensated as follows:

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

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

9.10 Standby Pay

An employee who is required by their first level manager to be available for duty is – restricted from travel which would preclude their return to duty within one (1) hour and is required to maintain telephone contact during such period, shall be compensated for six (6) hours at the straight-time rate for every 24 hour period. If the six (6) hour straight-time standby compensation is broken prior to twelve (12) hours, payment of three (3) hours at straight time shall be made.

9.11 Summer Work

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

9.12 Registration Assignments

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

9.13 At Home Contact

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

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

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

9.14 4/10 Summer Work Schedule

During the months of June and July, the District may optionally and selectively implement a 4/10 summer work schedule.

Should a 4/10 summer work schedule be implemented, it will occur for no more than eight weeks. Employees shall receive notice of the implementation at least four (4) weeks ahead of time. Employees who would suffer a hardship working 10-hour days can use personal necessity, vacation, floating holidays, compensatory time or leave without pay to convert their four day work week to eight hour days if approved by the first-level manager in concurrence with Human Resources. A remote work option shall be considered consistent with the Telework Administrative Procedure.

Some groups may be exempt from 4/10's for health and safety reasons, such as science labs and/or horticultural programs that may require other schedules.

During the weeks that Juneteenth and July 4 holidays occur, a three, 10-hour day work week will be implemented.

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

1. The standard workday during this period will be for ten (10) hours, from 8:00 a.m. to 6:00 p.m., from Monday through Thursday. However, with the approval by their first level manager, employees may choose an alternative schedule such as:

SCHEDULE EXAMPLES:

Option 1: 7:00 a.m. to 5:00 p.m. (includes 30 minutes for lunch)

Option 2: 7:30 a.m. to 5:30 p.m. (includes 30 minutes for lunch)

Option 3: 8:30 a.m. to 6:30 p.m. (includes 30 minutes for lunch)

WORK WEEK EXAMPLES:

Option 1: Monday through Thursday (10 hours each day, Friday off)

Option 2: Tuesday through Friday (10 hours each day, Monday off)

Option 3: Monday through Friday (8 hours each day)

Note: Any alternate schedule must be approved by the first level manager.

2. Each employee must inform their first-level manager if they would like to schedule an alternative time or work week option no later than two weeks before the summer work week implementation. The Office of Human Resources will create an e-form for the purpose of an alternative work schedule.
3. If an employee who normally works a swing shift or graveyard shift will work a 10-hour day, their standard work day will start two hours earlier so that the ending time of their shift will not change. However, this

schedule can be changed by mutual agreement of the employee and the first-level manager.

4. All employees who work more than 10 hours per day during the 4/10 summer work schedule will be entitled to overtime pay. All work in excess of ten (10) hours in any 24-hour period shall be paid for at one and one-half (1 and ½) times the regular rate for the first four (4) hours of such excess and at two (2) times the regular rate for the balance of such excess.

9.15 Secondary Assignments

A secondary assignment is a voluntary second position in addition to employee's primary position. Work for a secondary assignment is NOT to be performed concurrently (during the same hours) as the employee's primary positions. Each secondary assignment must be put in writing and submitted to HR & the Union before starting. The assignment must include the pay rate. Secondary assignment opportunities shall be posted district-wide. Employees represented by SEIU shall have priority for filling secondary assignments. The District may hire an outside applicant only if there are no internal SEIU candidates. All secondary assignments must be approved by Human Resources to ensure that they are true secondary assignments, out of class working arrangements, or overtime. Compensation for secondary assignments shall be consistent with the Fair Labor Standards Act of 1938, blended or weighted hourly rate. The rate for Permanent SEIU Bargaining Unit members shall be at member's current step of the permanent compensation salary schedule for secondary assignment positions. Employees or secondary assignment managers may choose to terminate their secondary assignment at any time. Managers will be trained on proper use of secondary assignments.

10.1 Regular Rate of Pay

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

Contingent on SISC health insurance plans going into effect on January 1, 2023, the District shall add a new Step F (6) at 5% above the existing Step E (5) (top step), effective January 1, 2023.

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

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

Fiscal Year 2008/09

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

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

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

Fiscal Year 2013-2014

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

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

Fiscal Year 2014-2015 (Reopeners)

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

by the State for fiscal year 2014-2015, and any Restoration funding from the State for fiscal year 2014-2015.

Fiscal Year 2015-2016

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

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

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

Fiscal Year 2016-2017

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

Fiscal Year 2017-2018

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

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

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

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

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

Fiscal Year 2022-2023

The District will provide SEIU 1021 bargaining unit members an across the board 6% ongoing Cost of Living Adjustment (COLA) applied to the salary schedules. The District will provide up to ninety (90) days of retroactivity for this COLA, which shall be effective no sooner than July 1, 2022. Employees shall be paid the first pay period after ratification by the Board of Trustees.

Fiscal Year 2023-2024

The District agrees to reopen Article 10 for fiscal year 2023-24 for negotiations over salary.

Effective January 1, 2024, the District will assess the District-wide savings that has resulted from the transition to SISC health insurance plans between January 1, 2023 and January 1, 2024. If the savings resulting from the health insurance plan change for calendar year 2023 exceeds \$3,900,000, the District will:

- a. Divide the amount of additional savings in excess of \$3,900,000 for calendar year 2023 by the number of full time faculty and classified staff. Once informed of the amount of the SEIU share, SEIU will determine and inform the District of the formula for distributing the lump sum payments to full and part time faculty.
- b. Effective January 1, 2024 salaries for faculty and classified will be increase in an amount equal to the amount of savings above \$3,900,000 in 2023.

Fiscal Year 2024-25

The District agrees to reopen Article 10 for fiscal year 2024-25 for negotiations over salary.

Health Insurance Transition Saving Market Increase

Contingent on SISC health insurance plans going into effect on January 1, 2023, salary schedules will be increased by 4% effective January 1, 2023. This increase will occur if and only if the District and Union agree to transition to SISC medical insurance plans and revisions to Article 11 Health and Welfare Benefits. The changes to Article 11 and this market increase are contingent on District-wide implementation.

Me-Too (2022-23, 2023-24, 2024-25)

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

Class and Compensation Study

The District will issue a Request for Proposal to undertake a comprehensive compensation and classification study for benchmark classifications for SEIU by January 1, 2023. The District and the Union will meet to discuss the initial RFP with the

company that is selected to perform the study. The District and the Union agree to ongoing collaboration with the company that is selected to perform the study. The District shall bear the full cost of the study. The study will be conducted in conformity with generally accepted compensation methodology. The District will endeavor to ensure the study is completed no later than January 1, 2025.

Within 30 days of the study being complete,

1. The full results will be distributed to the Union, and
2. The District will meet & confer with the Union before implementing adjustments to salary and job descriptions.

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 first full pay period following ratification and approval by the Board of Trustees:

<u>Years of Service</u>	<u>Additional Amount</u>
a. 1st day of the 10th year of service	\$1,375 /year
b. 1st day of the 15th year of service	\$1,650 /year
c. 1st day of the 20th year of service	\$1,925 /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, their first-level manager shall, prior to the assumption of such duties, put such assignment in writing and shall indicate the start date, compensation rate, reasons, length, and duties of the assignment and prioritization of the remaining workload for part-time duties. First-level managers shall submit a form indicating an employee's working out of classification through PeopleSoft prior to the employee's assumption of duties. A copy of the request shall be provided to the Employee and Union simultaneously through PeopleSoft at the time it is completed. During their probationary

period, unit members shall not be assigned duties outside of their classification or that are not reflected in the job description.

10.7.1 No employee shall be assigned the duties of a classification other than their regularly assigned classification for more than 90 working days in any twelve (12) month period. If working out of class duties are requested due to a permanent vacancy, the District will endeavor to fill positions in a timely manner.

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 they are required to work in the higher classification. If assigned duties on a full-time basis in a lateral classification, which is unrelated to the employee's regular classification for a period of five (5) days or more, the employee is entitled to out-of-class pay for the entire period of the out-of-class assignment.

- a. An employee assigned to work as described in 10.7.2 or on a part-time basis, shall receive at least five percent (5%) above their base rate.
- b. An employee assigned to work the duties of a lower classification under this Article 10.7 shall not suffer a reduction in salary. An employee subject to such reassignment shall not be eligible to receive out-of-class pay.

10.8 Desk Audits/Classification Studies

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

Two "window periods" will be opened from May 1 through May 31 and November 1 through November 30 each year to provide unit members the opportunity to submit desk audit/reclassification review requests. If approved, the reclassification decision (pay and seniority) shall be retroactive to the date of submission. The parties will reevaluate the retroactive pay back period and the causes for any delays in this process, in future CBA bargaining sessions.

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

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

If because of workload or staff absences, the District is not able to meet this timeline the union and the affected employee(s) shall be notified in writing. The notification shall include an estimated date for completion of the study.

- b. Incumbents will not have their salary reduced if downward reclassification is implemented.
- c. The Vice Chancellor of Human Resources and Employee Relations or designee will issue written recommendations for classification, changes to the job description (if any) and salary range allocation, and provide it to the Union and to the employee at the same time.
- d. The Union may request to meet and confer over any disagreement, dispute, or questions regarding the outcome of the desk audit and recommendation of the Vice Chancellor of Human Resources and Employee Relations within 30 days after receipt. If the Union does not request to meet and confer, the determination from Human Resources will be considered final.
- e. If, following meet and confers, the Union and the District are unable to reach agreement on the appropriate classification and pay rate for position, the following will occur:
 - 1. Within 30 days of the meet and confer, 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.
 - 2. The Union and the District will each prepare a brief written statement of and reasons for their final position on the classification and pay rate for the position(s) in the study. A copy of this statement will be provided to the other party and to the classification and pay specialist within thirty (30) working days of the hearing.
 - 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. Five days prior to the hearing, the parties shall exchange anticipated exhibits.
 - 4. The classification and pay specialist shall be limited to selecting either the District's or the Union's final proposal. The classification and pay specialist is not authorized to recommend any modification to either

final proposal or to recommend a proposed resolution that is different from either the District or Union's final proposal.

5. The cost of the outside classification and pay specialist shall be shared on a 50/50 basis. The selection list of the outside classification and pay specialists will be mutually agreeable between the District and Union. The outside classification and pay specialist selection list shall be upgraded every three years in order to obtain current and best-qualified candidates for their expertise in the field of job evaluation. The outside classification and pay specialist shall submit their decision within thirty (30) working days.
 6. Procedural violations of this section 10.8 are subject to the grievance procedure. The outside classification and pay specialist's resolution of the merits of a reclassification request is not subject to grievance procedure.
- f. The reclassification process shall be considered final following: 1) a signed agreement (including a finalized job description, seniority list, and any owed payment) by the parties or 2) a written selection by the classification specialist and if necessary, finalization of job description, seniority list, and any owed payment.

10.9 Classification of New Positions

All newly created positions shall be processed and reviewed by the Union and Human Resources to recommend a job description and salary placement. When recommending salary placement, consideration shall be given to the newly created position with similar positions in and outside of the unit. If the Union does not respond within 45 days, the job description and salary schedule placement from Human Resources will be considered final.

10.10 Multi-Lingual Pay

Employees represented by SEIU Local 1021 who are required either by their job description or in writing by their first level manager to utilize a second language, including Braille or sign language, shall be eligible for a premium pay of \$100.00 per month if the employee utilizes the required skills a minimum of 20 percent (20%) of the employee's working time. This provision does not apply to persons employed as interpreters or instructional assistant/ASL.

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

11.2 The parties agree that the Health and Benefits Committee shall continue to study manners and mechanisms which will reduce the impact of health and welfare costs to the District. The Health and Benefits Committee shall consist of representatives from all shared governance groups including a representative of SEIU Local 1021 to review potential changes and/or modification to health and welfare plans. The role of the Committee shall be limited to making recommendations to the unions and the District. *(Current committee includes several additional members, confidential, retirees, students, etc.)* The Health and Benefits Committee shall also study the impact of a potential universal healthcare solution, and how much it could save the District and employee in costs. The District will take any letter of political intent or resolution drafted by the Union to its Board of Trustees for consideration related to a universal healthcare solution.

11.3 District Offered Health and Welfare Benefits

Health Insurance Transition 2023

Effective January 1, 2023, the District will transition its health insurance plans to plans offered by the Self-Insured Schools of California (SISC) as described below. The District will continue to fund the Health and Welfare Program and absorb any increase in premium rates at the current benefit level for the duration of this Agreement.

General Conditions

Both parties acknowledge:

1. No reduction in any benefit that is provided in the 2022 Agreement occur due to failure to include said benefit in this Agreement, unless such reduction is specifically indicated in this Agreement.
2. Benefits shall be equal to or greater than existing benefits as summarized in the plans described in Appendix 1 (including dependents' coverage where applicable).
3. The health and welfare plans shall be contractually arranged by the District. Said contracts are hereby made a part of this Agreement and shall be consistent with the terms of this Agreement. Said contracts and related documents (loss rations, premium rates, et al) are to be made available to the SEIU representative(s) during normal District business hours. There are no changes to the plans that provide Life Insurance and Accidental Death and

- Dismemberment (AD&D) benefits, the Dental Plan, the Flexible Benefits Plan, and the Commuter Expense Plan.
4. The description of the employee's medical benefits plan included in this Agreement shall replace the Anthem PPO and modify the current Kaiser plan. 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.
 5. The District shall cover the cost of any changes in PCCD's SISC plan or Kaiser plan that result in reduced benefits or increased contributions for members during the term of this 2022 agreement. In subsequent agreements, the union reserves the right to negotiate with the district over Peralta's ongoing responsibility to cover such costs.
 6. SEIU and the District agree to meet and discuss the resolution of any unforeseen service delivery problems that may arise concerning the administration of health and welfare benefits.
 7. This agreement does not supersede any rights vested under California law.
 8. The District shall provide to each eligible employee and their eligible family members health and welfare benefits. Health and welfare benefits are defined as medical, prescription drugs, dental, vision, employee and dependent life insurance, accidental death and dismemberment, long-term disability, and the employee assistance program (EAP).
 9. Pursuant to Appendix 1, page 97 of the 2015-2018 successor agreement, the District and the Union agree to continue bargaining to resolve the distribution of cost-saving funds that have been collected by the District, if any. This process shall be completed before March 1st, 2023.

The District will offer the following health and welfare benefits plan to eligible employees:

A. Medical Insurance

Effective January 1, 2023, eligible employees represented by the bargaining unit may select among the following medical plans, and the District will contribute to the cost of premiums for full-time, eligible employees as follows:

1. Kaiser Foundation Health Plan will be at no cost to eligible employees and their qualifying dependents.
2. PPO plan: Eligible employees enrolled in the PPO plan shall pay 6.9% of the premium cost for single SISC PPO Plan 1, and 7.5% for the two party and family of SISC PPO Plan 1, and the District will pay the remainder of the premium cost of the SISC PPO Plan 1, except as follows:

- i. For eligible employees enrolled in the PPO “Lite” plan as of December 31, 2022, who choose to enroll in the PPO plan effective January 1, 2023, will be grandfathered with an employee monthly contribution of:

Single \$15/month
Two-party \$30/month
Family \$45/month

Enrolled individuals will receive the medical insurance coverage and additional wellness benefits offered by the selected plan. Additional wellness benefits include, for example, gym membership discounts and employee assistance program benefits. Details of the medical insurance coverage offered in each plan, plus the additional wellness benefits (referred to as “Value Added Programs”) are attached at Appendix 1.

Within ninety (90) days of the Board of Trustees’ approval of this side letter, the District agrees to work with SISC to find an additional PPO plan option with a lower employee cost share and with the same provider network as the new SISC PPO Plan, and will add the plan effective March 1, 2023. The District will provide a new open enrollment opportunity when the new plan is added. If there is a delay in implementation, between March 1, 2023 and when the SISC “Lite” (SISC PPO 2) plan becomes available, all eligible employees will be able to participate in the SISC PPO at a member cost of:

Single \$15/month
Two-party \$30/month
Family \$45/month

B. Dental Insurance

Eligible employees may select among the plans as follows:

1. Delta Dental or such other plan that provides equivalent benefits.
2. United Healthcare Dental. The District's maximum contribution for dental will be at the United Healthcare (UHC) Dental family rate.

C. Life Insurance paid for by the District.

D. Long-Term Disability Insurance paid for by the District.

E. Vision Coverage. At no cost to the District, a voluntary vision benefit is available for employee optional enrollment.

At no cost to the District, a vision benefit will be provided under the PPO plan. Under the plan, the plan participant can go to a licensed practitioner for a vision examination. If this practitioner prescribes corrective lenses, then there is a vision hardware benefit available. It is offered on an in and out-of-network basis.

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

Kaiser (Kaiser Optical Services): Purchases for frames every 24 months at a maximum allowance of \$150 or \$150 for contacts every 12 months. The Kaiser Vision Benefit is a rider to the medical plan, and requires a \$10 co-payment for the examination by a Kaiser optometrist. The Kaiser EOC does not limit the number of these visits. The \$10 co-payment is for every plan participant.

F. Employee Assistance Program: provided by the District at no cost to employees.

11.4 Conditions

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

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

1. Eligible employees who sign an attestation and release and provide proof of other minimum essential group medical coverage as defined by the Affordable Care Act and/or group dental coverage may decline enrollment into a medical and/or dental plan with the District.
 - a. Eligible employees who receive medical insurance cash-in-lieu effective December 31, 2022, who continue to opt out of District-paid medical insurance coverage will receive a monthly amount of two hundred twenty-five dollars (\$225) (this reimbursement is an all or nothing option, employee and all eligible dependents (if applicable) must waive off the plan to be eligible for this flat reimbursement amount). Employees receiving cash-in-lieu as of January 1, 2023 who subsequently enroll in District medical insurance plans, and then opt-out at a later date, will no longer be eligible for medical insurance cash-in-lieu.
2. In addition to the medical monthly flat reimbursement for waiver of coverage due to other group medical coverage, a flat monthly amount of twenty-five dollars (\$25) for group dental waiver is also available. Again, this reimbursement is an all or nothing option, employee and all eligible dependents (if applicable) must waive off the plan to be eligible for this flat reimbursement amount.
 - Participation in the Opt-Out Option for group medical and/or group dental is 100% voluntary; and
 - The amount is paid on a monthly basis; and
 - The amount is paid on an after-tax basis (taxable income to the employee); and
 - The amount will not be pro-rated to the FTE; and
 - Election of group medical and group dental opt-out is mutually exclusive, the member may elect to opt-out of medical only, dental only, or medical and dental combined.
 - Continues into retirement until the attainment of Medicare eligibility.

11.6 Opt-out Election

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

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

11.7 Opt-in

It is the responsibility of the member to complete the enrollment form and submit documentation within thirty (30) days of initial hire, open enrollment or a qualifying event

as defined by the Health Insurance Portability and Accountability Act of 1996.

Qualifying events include:

Marriage, Divorce, Legal Separation, Birth, Adoption, Death, Termination of employment (unit member or eligible dependents);

Exhaustion of COBRA, Individual no longer resides or works in HMO service area, individual ceases to be a dependent, Plan terminates a benefit plan option, Children's Health Insurance Plan/Medicaid Rule; Meeting or exceeding a plans lifetime maximum on all benefits.

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

11.8 Survivor Rights.

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

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

11.9 Retirees

A. Hired on or after July 1, 2004

1. Vesting for retirement benefits for all employees hired on or after July 1, 2004 will be ten (10) years. Employees retired from regular contract service at the age of 50 or older with at least 10 (ten) years of service shall receive these retiree benefits.
2. Employees hired on or after July 1, 2004 who retire before the attainment of age of Medicare eligibility (currently 65 with minor exceptions) and who have 10 (ten) years or more of service will be able to continue coverage under the Active plan at district expense until they reach 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 they reach the age of Medicare eligibility (currently 65), or until they are no longer a dependent as defined in the aforementioned contracts. In the event of the death of the retiree prior to the spouse or dependent reaching the age of Medicare eligibility (currently 65), the dependent may purchase the Active plan until s/he reaches the age of Medicare eligibility (currently 65).
3. Employees hired on or after July 1, 2004 who work full-time beyond the attainment of age of Medicare eligibility will remain on the District's medical plans, like any other active employee. Once retired, an employee may elect COBRA (self-pay) on the plan in which they were enrolled. They shall also enroll in Medicare Parts A and B, upon proof of notification from the District. It is the Retiree's responsibility to maintain a current address and telephone number with the District.

B. Hired before July 1, 2004

1. Consistent with the status quo, employees retiring from the District with ten (10) years of vested service and at the age of 50 or older shall receive these retiree benefits.
2. Mandated Enrollment in Medicare Parts A and B. Retired unit members, upon reaching Medicare eligibility age, shall enroll in Medicare Parts A and B, and notify the District of their enrollment. Employees hired before July 1, 2004 shall become eligible for Medicare by paying District-reimbursed Medicare tax. When such employees reach the age of Medicare eligibility (currently age 65) they shall enroll in Medicare Parts A

and B, provided the District pays 100% of the current and future costs of Medicare premiums and continues to provide, at District expense, medical coverage consistent with coverage offered to active employees at time of retirement. The District shall pay or reimburse the retiree for the current and future costs of the Medicare premiums. The District shall pay the Medicare taxes of such employees. After enrolling in Medicare, no individual shall receive less coverage (for example, reduced benefits, increased co-pays, increased deductibles) as a result of enrolling in Medicare.

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

11.10 Domestic Partners

Health, vision, and dental insurance plan benefits have been extended to domestic partners who fill out an affidavit.

11.11 Federal and/or State Actions

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

11.12 Me-too Clause

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

11.13 Re Openers

Any increase or decrease in funding or change in available resources, including but not limited to cost of living and growth monies, the District and SEIU Local 1021 agree to re-open negotiations regarding the allocation of these funds.

12.1 Medical Examination

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

12.2 Cell Phone Stipend

Unit members who are expected or authorized to use their cell phone for District business must submit the Request for District Cellular Telephone Use and Policy Acknowledgement Form and follow the guidelines for reimbursement.

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 their 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 the purpose of Bereavement Leave, is defined as:

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

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

13.3 Jury Duty

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

13.4 Subpoenaed Court Appearance Leave

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

13.5 Military Leave

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

13.6 Sick Leave

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

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

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

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

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

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

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

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

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

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

13.6.8 Quarantine Leave: Bargaining unit members shall receive salary in full when quarantined by city, state, or county health officials. If the bargaining unit employee is not ill and is able to work remotely for the period of quarantine, no deduction will be made from their sick leave.

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

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

13.7 Personal Necessity Leave

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

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

13.7.2 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.

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

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

13.8 Parental Leave

Qualifying employees may be entitled to parental leave under FLMA, CFRA or Pregnancy Disability Leave (PDL). Additionally:

- 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 their option, may request that all or any portion of compensatory time, or vacation leave that they have 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 parental leave shall be eligible to receive extended illness or injury leave under Section 13.12 of this agreement.

13.9 Medical Exams

- a. Members of the bargaining unit may be required to submit to medical examinations, at District expense, at the discretion of the District when there is reason to believe that work performance is affected. No employee shall be subject to a disciplinary action as a result of findings from a mandated medical exam.
- b. If an employee is found to have a drug or alcohol dependence, they 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 qualifying purposes pursuant to the California Family Rights Act (CFRA) and the Federal and Medical Leave Act (FMLA).

- a. Any bargaining unit member who qualifies shall be granted a leave of absence without pay for qualifying circumstances pursuant to the California Family Rights Act of 1991.
- b. A bargaining unit member may be entitled to take up to a total of twelve workweeks during any 12-month period for FMLA and CFRA leave. The member must provide a health care provider's written certification of a serious health condition of themselves, a spouse, child, or parent or domestic partner (CFRA only). This certification shall provide the following for an employee's child, parent, spouse or domestic partner:
 1. The date, if known, on which the serious health condition commenced;
 2. The probable duration of the condition;
 3. An estimate of the amount of time that the health care provider believes the employee needs to care for the person needing care;
 4. A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

13.11 Industrial Accident and Illness Leave

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

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

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

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

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

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

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

13.12 Extended Illness or Injury Leave

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

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

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

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

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

13.13 Long-Term Disability Leave

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

13.14 Leave Without Pay

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

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

13.15 Break in Service

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

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

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

13.16 Return to Duty from a Paid Leave

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

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

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

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

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

14.1 Eligibility

As soon as practicable, all employees shall earn paid vacation time according to the provisions of this Article with vacation benefits earned on a monthly basis.

14.2 Accumulation

Upon the District's implementation of monthly loading, vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedule.

14.2.1 Twelve (12)-Month Employee

<u>Years of Service</u>	<u>Actual Vac Days/Yr</u>	<u>Approximately Vac Days/Month</u>
1-5	10	0.8334
6-10	15	1.25
11	16	1.3334
12	17	1.4167
13	18	1.5
14	19	1.5834
15	20	1.6667

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 they 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 (Resignation/Retirement)

When an employee is terminated for any reason after the completion of probation, they 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 they are on paid leave due to illness or injury, they may request that their 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 their vacation rescheduled in accordance with the vacation periods open at that time or may request to carry over their vacation to the following year.

14.6 Vacation Denials

If for any reason an employee is not permitted to take all or part of their annual vacation, the amount not taken shall be accumulated for use in the following year. In a circumstance in which an employee is denied a vacation request, and such denial resulted in the employee exceeding the 350 hour accrual maximum, an employee shall submit an e-form in HCM requesting additional vacation accruals due to the denial of annual vacation. Denials that result in vacation leave in excess of accrual maximum of 350 shall be accounted for separately in HCM. Vacation time not accrued during the year resulting from a vacation denial shall be loaded at the end of the calendar year. Managers and employees shall enter into a dialogue to determine alternative vacation dates. The alternative vacations will be scheduled as soon as agreed to by both parties.

14.7 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.

14.8 Vacation Scheduling

Employees are encouraged to utilize their accumulated vacation hours. Employees shall be allowed to take at least their annual vacation accrual time per year, subject to approval. No less than every six months, the District shall send a reminder to all bargaining unit members to use their vacation and spend down their accruals. Employees who have significant vacation accruals should coordinate with their first level manager to schedule sufficient vacation leave. Employees who believe that they have been unreasonably denied vacation leave may contact the Human Resources Department to address the employee's concerns. Human Resources shall respond within 5 working days of the issue being escalated to them.

All vacation request shall be submitted in PeopleSoft Employee Self-Service. Information and training on PeopleSoft Employee self-service is available to all employees. Vacation periods of four (4) working days or more shall be requested by employees at least twenty (20) 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. The first-level manager shall respond using PeopleSoft Manager Self-Service to all vacation requests as soon as possible, but no later than ten (10) working days. In cases of vacation requests of three (3) days or less, the first level manager shall respond no later than three (3) working days. The District shall create an automatic reminder in PeopleSoft to require management response. 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. If there is a denial or modification to a vacation request, the first-level manager shall provide the reasoning in writing.

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.

14.9 Vacation Accrual

Each employee is expected to request sufficient vacation each year so that the total vacation hours, including vacation carried over from one month to the next month does not exceed three hundred and fifty (350) hours. If an employee does not request sufficient vacation leave to meet the accrual limit, the first level manager will work with the employee to endeavor to find a mutually agreeable time to take vacation leave.

Following implementation of the monthly accrual loading into PeopleSoft, employees shall not be allowed to accumulate vacation hours in excess of three hundred and fifty (350) hours except as provide for under 14.6. Employees who accumulated more than three hundred and fifty (350) hours prior to implementation of monthly accrual loading retain their accumulated vacation leave in an Excess Vacation Bank as described below. HCM shall contain accurate information necessary for each employee to know their leave balances. Employees who receive additional vacation days for not using their sick leave under CBA section 13.6.10 shall not have those days count against the maximum accrual of 350 hours. This will be tracked separately in HCM.

One-time Vacation Balance Adjustment: Employees who have vacation accrual in excess of 300 hours as of the implementation of monthly loading into PeopleSoft will be provided with two distinct vacation banks: Regular Vacation Bank and Excess Vacation Bank. All vacation accrual that occurs following the implementation of the monthly accrual loading will be directed into the Regular Vacation Bank. When any employee reaches 350 hours in their Regular Vacation Bank, they will stop accruing vacation leave hours until the balance falls below 350 hours. Employees with excess vacation hours will first draw down vacation leave from their Regular Vacation Banks.

Following implementation of the Excess Vacation Bank, employees with more than 300 hours of vacation accrual shall have their regular vacation bank set to 300 hours and all other hours placed in the Excess Vacation Bank. This one-time adjustment will allow employees to accrue additional vacation hours while they are working to reduce their excess vacation accruals.

Automatic Excess Vacation Bank Cash Out

Beginning December 2024, the District shall cash out 20% of the Excess Vacation Bank for each employee at the end of each calendar year for five consecutive years. After five consecutive years, the automatic cash out shall sunset.

It is the Parties' intent that once exhausted, the Excess Vacation Banks shall be abolished.

14.10 Interruption of Vacation

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

15.1 Scheduled Holidays

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

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

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

15.2 Additional Holidays

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

15.3 Holidays on Saturday and Sunday

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

15.4 Substitute Holiday

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

15.5 Holiday Eligibility

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

15.6 Christmas Closure Days

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

16.1 Temporary Transfers

Transfers of employees from one work location to another on a temporary basis may be initiated by the District's management at any time such transfer is judged to be in the best interest of the District but shall not exceed 30 working days in any fiscal year without written consent of the employee. The employee affected by such transfer and the Chief Steward 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. The affected employee may have a union representative present at the meeting to discuss the reason for the transfer.

16.2 Lateral Transfers

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

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

16.3 District Initiated Transfer

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

16.4 Arbitration

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

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

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

17.1 Definitions

The following definitions apply to this Article:

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

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

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

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

17.2 Promotion Procedure

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

17.2.1 Posting of Vacancies

When a vacancy exists in the bargaining unit classifications, the District agrees to post an announcement of the vacancy giving all pertinent details of the position and procedures for applying for the position. The announcement shall list the job specifications and minimum requirements necessary for consideration of an applicant, the location of the position, hours, salary schedule, and description of job duties.

The District shall notify the Chapter President & Vice President immediately when a bargaining unit member is placed on administrative leave. The District shall post vacancy announcements online (with corresponding email to employees) internally for ten (10) days to allow for internal and lateral transfer applications (consistent with Article 16.2) prior to public announcement.

The announcement shall be posted online at least ten (10) working days before the application deadline for temporary vacancies and ten (10) working days before the applications deadline for permanent vacancies. The District shall share its intent regarding the recruitment of open positions upon SEIU’s written request.

In the event that the District decides not to fill a vacancy, the District shall notify SEIU in writing. The District's decision not to fill a vacancy cannot be appealed and is not subject to the grievance procedure.

17.2.2 Posting and Filling of Temporary Vacancies (Including but not limited to Working out of Class opportunities)

- a. When a temporary vacancy exists for classifications of SEIU Local 1021 that correspond to at a Range 75 or above on the permanent employee salary schedule (see existing Job Classifications in Appendix 3), the District agrees to post an announcement of the temporary vacancy to allow bargaining unit members 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 funded vacancy, in a bargaining unit classification lasting for sixty (60) days or more. Vacancies which the District intends to advertise and fill immediately do not fall within this category. If a temporary vacancy extends beyond ninety (90) days, it shall be posted within five (5) days.
 2. Employees applying for a temporary out-of-class assignment must meet the minimum qualifications for the position posted and must apply using a District application form within the time period stated on the announcement.
 3. The District shall, within ten (10) days of the date that the post closes, or the date of submission of their application if there is no closure date on the posting, 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 bargaining unit member-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 or if the District determines that there is no longer a need for the out-of-class duties. The employee would then regain their former position at the appropriate pay level before the out-of-class assignment. The employee shall suffer no loss of classification seniority in their 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 Vacancies

- a. In order to be considered for a permanent vacancy, the Employee must apply for the position and meet the minimum qualifications.
- b. All internal applicants who meet the minimum qualifications for a vacancy shall receive a first-level interview with the screening committee.
- c. Pursuant to District practice, hiring managers shall not participate in the screening committee interviews.
- d. Employees shall be notified in writing regarding the outcome of the selection process.
- e. 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 on said decision. The decision of the District shall not be subject to the grievance procedure.

17.2.4 Screening Committees

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

17.2.5 SEIU Local 1021 Appointee Disagreements with Screening Committee

In the event the SEIU Local 1021 appointee(s) on the Screening Committee have a concern regarding potential conflict of interest or other improper conduct by member(s) of the Screening Committee, they should immediately report this concern directly to the Vice Chancellor of Human Resources and Employee Relations or their designee in writing, but no later than two (2) working days after screening committee forwards finalists. If the matter is not resolved with the Vice Chancellor for Human Resources and Employee Relations or their 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.

17.2.6 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 Applicants have the right to discuss initial step placement once they receive an offer letter. Initial step placement is based on experience and education related to the position to which they are appointed as determined by HR. An appeal may be made to the Vice Chancellor for the maximum initial placement, whose decision shall be final. The appeal to initial placement is not grievable.

17.4 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.

17.5 Employee Training

- a. The District encourages reasonable job-related training, when applicable, for all employees in the bargaining unit.
- b. Employees shall be encouraged to attend PCCD courses and District educational programs which would enhance their job skills or qualifications for promotion. The District shall waive the fees for District offered courses. Employees selecting courses scheduled during working hours shall, where possible, be granted flexible hours to accommodate their class schedule.
- c. An employee must receive approval from their first-level manager with sufficient advance notice to attend a class. Employees authorized to take scheduled classes will arrange a flexible schedule, if needed, with their first-level manager prior to attending the first class. It will be left to the discretion of the first-level manager to allow more than one employee in their department to attend a scheduled class at the same time. Requests to attend a class will be considered on a first-come, first-served basis, however, the first-level manager shall have the discretion to make the final approval. Supervisors will endeavor to release all employees for applicable professional development seminars and conferences approved by or hosted by the District.
- d. 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 Relation's approval,

the employee shall be allowed to take an unpaid leave of absence not to exceed two (2) years, with a right to their original classification if there is an available position.

- e. The Vice Chancellor for Human Resources and Employee Relations, or their designee, shall make known to employees through the Employee Relations announcements, conferences, and educational seminars held locally, regarding job skills development.

17.6 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.

17.7 Special Projects

PCCD recognizes that there are opportunities for leadership, innovation, and solutions to ongoing challenges in fulfilling our mission statement and service to our community. These solutions should be supported by harnessing the institutional knowledge and subject-matter expertise of Classified employees in order to meet those challenges, whenever possible and practical. The district shall support these endeavors as appropriate for specific projects approved by the Chancellor or College Presidents (“qualified special projects”). Qualified special projects are outside the scope of the employee's job description and are not subject to overtime and working out-of-class pay.

Bargaining unit members may submit a written proposal for a special project that will include the project objective, those impacted, timeline to completion, resource requirements, cost, and other relevant information. Employees may not use work time to prepare such proposals. Any proposal will be submitted to the Chancellor or College President. The amount and frequency of compensation (which may include but is not limited to stipends) for qualified special projects will be determined through the meet and confer process between the District and the Union.

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

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

18.3 Notification Rights

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

18.4 Seniority Rights/Order of Layoff

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

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

18.4.1.1 Time in classification--The employee having less time in the class shall be released first.

18.4.1.2 By lot to permanently establish order of seniority. A Union representative shall be present at the drawing.

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

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

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

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

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

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

19.1 District/Union Partnership Committee

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

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

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

20.1 District Compliance

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

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

20.2 Health and Safety Committee

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

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

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

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

20.3 Released Time

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

20.4 No Discrimination

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

20.5 Safety Precautions

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

20.6 VDT (CRT) Safety and Health

20.6.1 Rest Breaks

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

20.6.2 Pregnancy Job Transfer

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

20.6.3 Eye Exams

After 20 months of service with the District, an employee may request an examination if that employee has operated a visual terminal 60 percent (60%/o) 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%/o) 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.

20.9 Heating, Ventilation, Air Conditioning & Air Quality
The District will maintain building heating, lighting, ventilation and air conditioning systems in proper working order.

20.9.1 HVAC Maintenance

The District will provide the Union with notice of when it receives the final HVAC assessment report whenever a formal campus or worksite assessment is completed. Within 30 days of the receipt of any final HVAC assessment report(s), the District will provide the Union all report(s) regarding HVAC testing and maintenance produced by inspections upon request of the Union. Within 45 days of the receipt of the final HVAC assessment report(s), the District and the Union will meet regarding recommendations of the inspector, including but not limited to repairs and replacements, for improvements to the HVAC systems.

20.9.2 Outdoor Work

If the average AQI for the city where employees work exceeds 150 parts per million (ppm), no outdoor work shall be required until the average AQI falls below 150 ppm.

20.9.3 AQI Emergency Meet and Confer

If the average AQI for the city where employees work exceeds 150 ppm for two (2) consecutive days, the District shall, upon request, meet and confer with the Union over working conditions, including but not limited to telecommuting options.

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

20.11 CPR Training

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

20.12 Workshop

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

20.13 Security

20.13.1 Safety and Security

The District shall maintain a personal safety handbook with up-to-date information on campus security and personnel safety. Employees shall receive interactive training on the procedures related to campus security and personnel safety on an annual basis.

On a quarterly basis, the District will provide the Union with information on District security and safety initiatives and updates at the DUPC (including the functionality of security cameras). Included in the DUPC meetings will be recommendations from the DUPC for installation of additional security devices (including but not limited to panic buttons).

20.13.2 Panic Buttons, Emergency Phones/Intercoms

The District shall maintain panic buttons, and emergency phones/intercoms in good working order. In addition, the District will provide employees with instructions on use of the CampusShield smartphone app that provides employees access to a panic button.

20.13.3 Security Services

The District will give notice to the Union of proposed changes to security service providers.

20.14 Immediate Risk

Employees have the right to retreat from imminent threat to their personal health and safety. In addition, they must report imminent threats to emergency services and their immediate supervisor as soon as possible. Employees will not be penalized for exercising this right.

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 their 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 seven (7) days following the conclusion of the informal conference, the grievant must present such grievance in writing on a form provided by the District to their first level manager and a copy to the Vice Chancellor of Human Resources and Employee Relations or their 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.

21.3.1.2 Either party shall be entitled to a personal conference on request. The first level manager shall communicate a decision to the grievant with a copy to the Vice Chancellor of Human Resources and Employee Relations or their 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 their designee and at the District Office to the Vice Chancellor of Human Resources and Employee Relations or their 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 their designee and at the District Office the Vice Chancellor for Human Resources and Employee Relations or their designee shall be entitled to a personal conference on request.

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

21.3.3 Level III

21.3.3.1 Chancellor's Review: If the grievant is not satisfied with the results of their 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 their designee within ten (10) days of the written response by the grievant's first level manager.

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

21.3.4 Level IV Mediation

21.3.4.1 If the Union is not satisfied with the decision at Level III, the union may request the matter be submitted to mediation or other dispute resolution methods. If the dispute is resolved during mediation, the agreed upon resolution shall be final and binding.

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

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

21.3.5 Binding Arbitration

21.3.5.1 If the grievance is not resolved at Level IV, only the SEIU Local 1021 may, within fifteen (15) days, submit the grievance to binding arbitration.

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

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

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

21.4 Failure to Meet Time Limits

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

21.5 SEIU Local 1021 Representation

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

21.6 Extension of Time

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

21.7 Witness and Grievant Released Time

The grievant may call witnesses for scheduled hearings. Employees covered by this Agreement, when released by their first level manager, may meet with a union representative or give testimony in connection with the grievance procedure during working hours. The employee shall suffer no loss of pay. If the grievant's grievance preparation or hearing is scheduled during working hours, the grievant shall suffer no loss of pay in order to present their grievance.

21.8 Advanced 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 Chief Steward. An employee may appeal or deny the charges by responding in writing within five (5) working days to the Vice Chancellor of Human Resources and Employee Relations or his/her designee.

22.3 Suspension/Dismissal

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

22.4 Charges for Disciplinary Action

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

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

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

22.5 Disciplinary Procedures

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

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

22.5.2 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.

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

22.6 Hearing Procedure

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

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

22.7 Selection of Arbitrators

Within fifteen (15) days after receipt of the appeal to binding arbitration, the parties shall attempt to agree upon an arbitrator. If agreement cannot be reached within five (5) working days, the parties shall request a panel of seven (7) arbitrators from the California Mediation and Conciliation Service. Parties shall flip a coin to determine who

strikes first. Each party shall alternately strike a name from the panel until only one arbitrator remains; the remaining arbitrator shall be appointed.

22.8 Arbitrator's Authority

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

22.9 Arbitrator's Fees and Expenses

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

22.10 Expedited Arbitration

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

22.10.1 At the expedited hearing, the arbitrator may receive testimony and other evidence, interview witnesses and conduct whatever investigation he/she deems appropriate and issue a bench decision. If a bench decision is not possible, then a written award shall be rendered to the Director of Employee Relations no later than thirty (30) calendar days after the hearing. The hearings shall be conducted without attorneys present for either party and without post-hearing briefs. Each party shall have no more than two and one-half (2 1/2) hours to present its case. The Director of Employee Relations shall forward the award to the Board of Trustees for consideration at its next regular meeting. The Board shall adopt the arbitrator's award.

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

22.11 Emergency Suspension

SEIU Local 1021 and the District recognize that emergency situations can occur involving the health and welfare of students or employees. If the employee's presence would lead to a clear and present danger to the lives, safety, or health of students or fellow employees, the District may immediately suspend the employee without pay.

Within three (3) days of the emergency suspension, the District shall serve the notice of disciplinary action upon the employee.

22.12 Disciplinary Settlements

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

ARTICLE 23**MANAGEMENT RIGHTS AND RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

25.1 Savings Clause

If, during the life of this Agreement, any law or any order 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.

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

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

27.1 Employment of Retirees

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

“Temporary Employment – All Employers”

Any retired person may be employed by the appointing power of a state agency, or any other employer of this System, for a period not exceeding 960 hours in any calendar year for all employers; either during an emergency to prevent stoppage of public business or because the retired employee has skills needed in performing work of limited duration. The rate of pay for persons employed under this Section may not be less than the minimum, nor exceed that paid by the employer to other employees performing comparable duties (Government Code Section 21153).”

28.1 No employee shall be subjected to sexual harassment in the course of employment. Sexual harassment means unwanted conduct or communication of a sexual nature which adversely affects the person's employment relationship or working environment. Among the behaviors considered to be sexual harassment are: unwanted physical touching, molesting, verbal insults (including remarks of a sexual nature or displaying obscene jokes or cartoons), explicit sexual gestures and rumors designed to cause the individual emotional distress or place the individual in a bad light. A full description of the District's Prohibition on Sexual Harassment under Title IX and related definitions are found in Board Policy 3430 and 3433 and Administrative Procedures 3430, 3433 and 3434.

28.2 Individuals who feel they are subjected to a sexual harassment can file a complaint with the Human Resources Office at District's Administration Center, or the College's Title IX coordinator. The complaint will be reviewed and investigated pursuant to the Administrative Procedure 3434 Responding to Harassment Based on Sex Under Title IX. The District shall give a written response of the findings to complainant; and will recommend corrective action where warranted. Record of such complaints shall be kept separate from a reporting individual's personnel file and will be treated in strict confidentiality to the extent possible. Sexual harassment matters are subject to the District's sexual harassment policy and grievance procedure.

ARTICLE 29 VOLUNTARY SICK (CATASTROPHIC) LEAVE CONTRIBUTION PROGRAM

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

29.2 Contributions

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

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

29.3 Eligibility

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

29.4 Benefits

- a. The program may contribute up to 50 days at 100% of pay but no more than necessary for an employee to be eligible for Long-Term disability.
- b. Limitations on Use: No unit member may receive benefits from the Program more than two times in his/her lifetime.
- c. Unit members receiving sick leave donations shall be covered by the District for medical, dental, life and disability they would be otherwise qualified to receive.

- d. Effective of Receiving Benefits: Benefit recipients shall be solely responsible for any state and federal taxes on the donated time. Such taxes shall be withheld at the normal rate for the recipient employee. In the event that the state or federal governments rule that a tax liability is due other than as taxed, the recipient shall be solely liable for such liabilities.

29.5 Request Procedures

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

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

ARTICLE 30 CLASSIFIED COMMUNITY COLLEGE EMPLOYEE SUMMER ASSISTANCE PROGRAM

Pursuant to CA Ed Code Section 88280, prior to January 1, 2024 the District shall notify employees of their ability to participate in the classified community college employee summer assistance program starting July 1, 2024. CSESAP provides matching state funds to local educational agencies (LEAs) participating to be paid out during the summer recess period to participating classified employees. If the program is not funded, then the district has no responsibility to apply. Employees shall be able to participate in 24-25 academic school year. Potentially eligible employees shall be notified by mail and email about election forms and dates needed to participate in the program before January 1 of each fiscal year. The parties shall reevaluate this program in the October of 2024 to determine their continued participation for the term of the agreement.

31.1 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.

31.2 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.

31.3 Length of Agreement

This agreement shall become effective July 1, 2022 and shall continue in effect until June 30, 2025, and shall automatically remain in effect until completion of a binding written agreement by the parties, which shall supersede this Agreement.

31.3.1 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.

Appendix 1 Committee

The parties shall form a six-member committee, (three members from SEIU and two members from the District Finance Department, one member from Human Resources) to review and determine if there were any overages owed to SEIU members pursuant to Appendix 1. If the committee identifies overages that are owed to SEIU members, the District will make funds available only to the SEIU local 1021 (Peralta Chapter) bargaining unit. The committee will convene by January 31, 2024 and finish by June 1, 2024.

Benefits Summaries:

Anthem (SISC) PPO Plan (110-A\$10), Rx \$5/20)

MEDICAL PLAN BENEFITS	SEIU ANTHEM (SISC) PPO PLAN	
	In Network	Out-of-Network
Calendar Year Deductible Individual/Family Embedded/Aggregate		None (N/A)
Annual Out-of-Pocket Maximum Individual/Family Embedded/Aggregate	\$1000/\$3000 Embedded	No Limit Embedded
Physician Office Visit	\$10 copay; copay waived for visits 1-3 in a benefit period	Member pays difference between max allowed and actual charges
Specialist Copay	\$10 copay	Member pays difference between max allowed and actual charges
Preventative Care	No charge	Not covered
Diagnostic Services (Lab and Xray)	No charge	Not covered
Advanced Diagnostic Imaging (e.g. CT, MRI, PET scans)	No charge	Member pays all billed amounts exceeding \$800 per test*
Hospitalization Inpatient Outpatient (Freestanding Surgical Center)	No charge No charge	All billed amounts exceeding \$600 per day for non-emergency admissions* All billed amounts exceeding \$350 per day*
Emergency Room Facility Services		\$100 copay (waived if admitted)
Emergency Room Doctor and Other Services		No charge
Urgent Care Services	\$10 copay	Member pays difference between max allowed and actual charges
Durable Medical Equipment	No charge	Not covered

Prescription Drugs Rx Copay Out-of-Pocket Maximum Retail- 30 Day Supply Mail Order- 90 Day Supply	Generic/Brand \$1500/\$2500 \$5/\$20 (at a network pharmacy provider) \$0/\$50 (Costco Mail Order)
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***When using non-network providers, the plan will pay the lesser of the benefit maximum or the maximum allowed amount. If the maximum allowed amount is less than the listed benefit maximum, the plan will not exceed the maximum allowed amount.**

Anthem (SISC) PPO 2 Plan (80-E\$20, Rx \$5/20)

MEDICAL PLAN BENEFITS	SEIU ANTHEM (SISC) PPO 2 PLAN	
	In Network	Out-of-Network
Calendar Year Deductible Individual/Family Embedded/Aggregate	\$300/\$600	
Annual Out-of-Pocket Maximum Individual/Family Embedded/Aggregate	\$1000/\$3000	No Limit/No Limit
Physician Office Visit	\$20 copay; copay waived for visits 1-3 in a benefit period	Member pays difference between max allowed and actual charges*
Specialist Copay	\$20 copay (ded. waived)	Member pays difference between max allowed and actual charges*
Preventative Care	\$0 (ded. waived)	Not covered
Diagnostic Services (Lab and X-ray)	20%	Not covered
Advanced Diagnostic Imaging (e.g. CT, MRI, PET scans)	20%	Member pays all billed amounts exceeding \$800 per test*
Hospitalization Inpatient Outpatient (Freestanding Surgical Center)	20% 20%	All billed amounts exceeding \$600 per day for non-emergency admissions* All billed amounts exceeding \$350 per day*
Emergency Room Facility Services	\$100 copay + 20% after deductible (Copay waived if admitted)	
Emergency Room Doctor and Other Services	20% after deductible	
Urgent Care Services	\$20 copay	Member pays difference between max allowed and actual charges
Durable Medical Equipment	20%	Not Covered

<u>Prescription Drugs</u> Rx Copay Out-of-Pocket	<u>Generic/Brand</u> \$1500/\$2500
Maximum Retail- 30 Day Supply	\$5/\$20 (at a network pharmacy provider)
Mail Order- 90 Day Supply	\$0/\$50 (Costco Mail Order)

***When using non-network providers, the plan will pay the lesser of the benefit maximum or the maximum allowed amount. If the maximum allowed amount is less than the listed benefit maximum, the plan will not exceed the maximum allowed amount.**

Kaiser (SISC) HMO Plan

MEDICAL PLAN BENEFITS	SEIU KAISER (SISC) HMO PLAN
Calendar Year Deductible Individual/Family Embedded/Aggregate	None Embedded
Annual Out-of-Pocket Maximum Individual/Family Embedded/Aggregate	\$1500/\$3000 Embedded
Physician Office Visit	\$15 copay
Specialist Copay	\$15 copay
Preventative Care	No Charge
Lab and X-ray CT, MRI, PET scans Other Lab and x-ray tests	No Charge No Charge
Hospitalization Inpatient Outpatient	No Charge \$15 per procedure
Emergency Room	\$100 copay (waived if admitted)
Urgent Care Services	\$15 copay
Durable Medical Equipment	No Charge
Chiropractic Care	\$10 copay (30 visits combined)
<u>Vision</u> Copay (Vision Correction) Copay (Injury/Disease) Allowance (Frame/Contact Lenses) Frequency	No Charge \$15 \$150 24 months (Frames) or 12 months (Contact Lenses)
<u>Prescription Drugs</u> Rx Copay Out-of-Pocket Maximum Retail- 100 Day Supply	<u>Generic/Brand</u> Combined with Medical \$5/\$20 (30 day supply)

Mail Order- up to 100 Day Supply	\$10/\$40
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Anthem Medicare Advantage Plan (Hired pre-2004)

MEDICAL BENEFITS	ANTHEM MEDICARE ADVANTAGE
	Medicare Provider
Lifetime Max	None
Out-of-Pocket Maximum	\$0
Deductible	None
Hospital	\$0
Dr. Office Visits	\$0
Preventive Care	\$0
Emergency Room	\$0 Copay
Chiropractic	\$0
Vision	\$100 material allowance every two calendar years
Hearing Aids	\$500 allowance every calendar year (both ears)
Rx	Retail/Mail
Generic	\$1*/\$1*
Preferred Brand	\$1/\$1
Non-Preferred-Brand	\$1/\$1

*Select Generics have a \$0 copay

United American Medical Supplement Plan and Anthem Prescription Drug Plan (Hired pre-2004)

<u>Medicare Part A Services</u>	Member Pays
Part A Deductible	\$0
Part A Coinsurance	\$0
Skilled Nursing Facility Care	\$0, Days 1-100
Emergency Room	\$0
<u>Medicare Part B Services</u>	
Part B Deductible	\$0
Part B Coinsurance	\$0
Primary Care Visit	\$0
Specialist Visit	\$0
Part B Excess Covered	Yes
<u>Medical Supplement Coverage Specifications</u>	
Medical Out-of-Pocket Maximum	N/A

Pharmacy Coverage	Member Pays
Prescription Deductible	\$0
Retail 30 Day Supply	
Tier 1 (Generics)	\$1
Tier 2 (Pref. Brands)	\$1
Tier 3 (NP Brands)	\$1
Tier 4 (Specialty)*	\$1
Retail 90 Day Supply	
Tier 1 (Generics)	\$3
Tier 2 (Pref. Brands)	\$3
Tier 3 (NP Brands)	\$3
Tier 4 (Specialty)	Limited to a one month supply
Mail-Order 90 Day Supply	
Tier 1 (Generics)	\$1
Tier 2 (Pref. Brands)	\$1
Tier 3 (NP Brands)	\$1
Tier 4 (Specialty)	Limited to a one month supply
Part D Coverage Specifications	
RX Tiers	4 Tier
Prescription Out-of-Pocket Maximum	N/A
Drug Formulary	Most Comprehensive (Open)
Lifestyle Drugs Covered	Yes
All Non-Part D Drugs Covered	Yes
Utilization Management	Prior Authorizations, Quantity Limits and Step Therapy
Coverage Gap	Full-Coverage
Catastrophic Coverage	Members pay the greater of 5% or the CMS Standard Copay, to a maximum of \$1

*Most specialty drugs can only be dispensed up to a 31-day supply at retail

Part D Stipulations

- The catastrophic coverage phase begins once the true out-of-pocket costs has reached \$7400 in 2023 per CMS.
- Network of over 60,000+ locations including all major chains, super markets, and mom/pop stores.
- All Part D drug plans are creditable coverage; therefore, Creditable Coverage Notices are not required.
- Price above is based on census provided. We reserve the right to rerate this policy pending any new census information.

During this policy term, if there are changes by CMS or federal law in relation to MAPD, MA, Med Supp or EGWP plans there may be changes to the rates and/or benefit provisions. In the event that this were to occur, any changes will be communicated to the Group not less than 60 days before the effective date of any such change (other than mutually agreed changes) or shorter notice as may be required to comply with CMS or federal law.

Kaiser Senior Advantage HMO (SISC) \$0 Copay – (Retired pre-2004)

MEDICAL PLAN BENEFITS	KAISER SENIOR ADVANTAGE HMO (SISC) \$0 COPAY
<u>Calendar Year Deductible</u> <u>Individual</u>	<u>None</u>
<u>Annual Out-of-Pocket Maximum</u> <u>Individual</u>	<u>\$1500</u>
<u>Physician Office Visit</u>	<u>No Charge</u>
<u>Specialist Copay</u>	<u>No Charge</u>
<u>Preventative Care</u>	<u>No Charge</u>
<u>Lab and X-ray</u> <u>CT, MRI, PET scans</u> <u>Other Lab and x-ray tests</u>	<u>No Charge</u> <u>No Charge</u>
<u>Hospitalization</u> <u>Inpatient</u> <u>Outpatient</u>	<u>No Charge</u> <u>No Charge</u>
<u>Emergency Room</u>	<u>\$50 Copay</u> <u>(waived if admitted)</u>
<u>Urgent Care Services</u>	<u>No Charge</u>
<u>Durable Medical Equipment</u>	<u>No Charge</u>
<u>Chiropractic/Acupuncture</u>	<u>\$10 Copay</u> <u>(30 visits combined)</u>
<u>Vision</u>	
<u>Copay (Vision Correction)</u>	<u>No Charge</u>
<u>Copay (Injury/Disease)</u>	<u>No Charge</u>
<u>Allowance (Frame/Contact Lenses)</u>	<u>\$150</u>
<u>Frequency</u>	<u>24 months</u>
<u>Prescription Drugs</u>	<u>Generic/Brand</u>
<u>Rx Copay Out-of-Pocket Maximum</u>	<u>Combined with Medical</u>
<u>Retail- up to a 100 Day Supply</u>	<u>\$5/\$5</u>
<u>Mail Order- up to a 100 Day Supply</u>	<u>\$5/\$5</u>

Kaiser Senior Advantage HMO (SISC) \$10 Copay (Hired pre-2004, but retired after 2004)

MEDICAL PLAN BENEFITS	KAISER SENIOR ADVANTAGE HMO (SISC) \$10 COPAY
<u>Calendar Year Deductible</u> <u>Individual</u>	<u>None</u>
<u>Annual Out-of-Pocket Maximum</u> <u>Individual</u>	<u>\$1500</u>
<u>Physician Office Visit</u>	<u>\$10 copay</u>
<u>Specialist Copay</u>	<u>\$10 copay</u>
<u>Preventative Care</u>	<u>No Charge</u>
<u>Lab and X-ray</u> <u>CT, MRI, PET scans</u> <u>Other Lab and x-ray tests</u>	<u>No Charge</u> <u>No Charge</u>
<u>Hospitalization</u> <u>Inpatient</u> <u>Outpatient</u>	<u>No Charge</u> <u>\$10 per procedure</u>
<u>Emergency Room</u>	<u>\$50 Copay</u> <u>(waived if admitted)</u>
<u>Urgent Care Services</u>	<u>\$10 copay</u>
<u>Durable Medical Equipment</u>	<u>No Charge</u>
<u>Chiropractic Care</u>	<u>\$10 Copay</u> <u>(30 visits combined)</u>
<u>Vision</u>	
<u>Copay (Vision Correction)</u>	<u>No Charge</u>
<u>Copay (Injury/Disease)</u>	<u>\$10</u>
<u>Allowance (Frame/Contact Lenses)</u>	<u>\$150</u>
<u>Frequency</u>	<u>24 months</u>
<u>Prescription Drugs</u>	<u>Generic/Brand</u>
<u>Rx Copay Out-of-Pocket Maximum</u>	<u>Combined with Medical</u>
<u>Retail- up to a 100 Day Supply</u>	<u>\$10/\$20</u>
<u>Mail Order- up to a 100 Day Supply</u>	<u>\$10/\$20</u>

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

A. Out-of-State Retirees

Retirees under age 65 not covered by Medicare who move out of the state will be eligible to participate in one of the District's group health insurance plans as long as the retiree advises the District of the address change. Claims payment calculations and methods will be governed by the plan documents for the various plans offered to the District. Retirees enrolled in Medicare who move out of the state of California will be eligible for coverage under the Anthem group Medicare Advantage plan or the United American Medical Supplemental Plan/Anthem Prescription Drug Plan (PDP). The district shall reimburse individual plan premiums for out-of-state retirees enrolled in Kaiser, with proof of enrollment. Retirees with spouses or dependents under 65 will remain on the SISC plan until all family members are covered by Medicare (or age out of the plan). Authorized Referral

B. Authorized Referrals

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 and copay of the network rate usual & customary charges.

In some circumstances, Anthem may authorize In-Network Provider cost share amounts (Copayment and/or Coinsurance) to apply to a claim for a Covered Service the member receives from an Out-of-Network Provider. In such circumstance, the member or their Physician must contact Anthem in advance of obtaining the Covered Service. It is the member's responsibility to ensure that Anthem has been contacted. If Anthem authorizes an In-Network Provider cost share amount to apply to a Covered Service received from an Out-of-Network Provider, the member also may still be liable for the difference between the Maximum Allowed Amount and the Out-of-Network Provider's charge. If the member receives prior authorization for an Out-of-Network Provider due to network adequacy issues, the member also may still be liable for the difference between the Maximum Allowed Amount and the Out-of-Network Provider's charge, unless the claim involves a Surprise Billing Claim. Contact Member Services at the telephone number on the back of the member's Identification Card for Authorized Referrals information or to request authorization. It is important to understand that the member may be referred by In-Network Providers to other Providers who may be contracted with the Claims Administrator but are not part of the Plan's network of In-Network Providers. In such case, any claims incurred would be paid as Out-of-Network Provider services, even though the Provider may be a participating Provider with the Claims Administrator. It is the member's responsibility to confirm that the Provider they are seeing or have been referred to see is an In-Network Provider with the Plan. While the Plan has provided a network of In-Network Providers, it is important to understand that the Claims Administrator has many contracting Providers who are not participating in the network of Providers for the Plan. Any claims incurred with a participating Provider, who is not participating in the network panel of Providers, will be paid as Out-of-Network Provider services, even if the member has been referred by another participating Provider.

C. Emergency

Covered expenses for claims incurred due to an emergency as determined by the diagnostic code that the provider applies will be paid as defined in the applicable plan documents. The definition of emergency is also as defined in the applicable plan documents. The District agrees to pay 100% of uncovered emergency costs after the co-pay including the actual cost of an ambulance if needed. In the event that the provider determines the event was not an emergency and was related to placing the patient's health in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part, then the insured has the right to appeal.

D. Appeal Procedure

Any dispute or claim may be brought using the appeal process described in the applicable plan documents for each plan. In the event that the appeal is unsuccessful, the insured can appeal by going to small claims court.

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. Transition to SISC Plans

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.

Retiree Medical Benefits

Retiree Medical (retirements after July 1, 2012)

Non-Medicare Retirees (current and future) who were enrolled in PPO Lite as of December 31, 2022, who choose to enroll in the SISC PPO Plan 1 effective January 1, 2023, will not be subject to the monthly premium contributions of active unit members for the SISC PPO Plan 1. Non-Medicare Retirees (current and future) enrolled in the SISC PPO Plan 1 will pay 6.9% of the premium cost for single SISC PPO Plan 1, and 7.5% for the two party and family of SISC PPO Plan 1, and the district will pay the remainder of the premium cost of the SISC PPO Plan 1.

Mandated Enrollment in Medicare Parts A and B

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

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

1. The retiree is provided at least two notices via regular and certified mail, the first at least 60 days prior to termination; the second at least 30 days prior to termination.
2. The notice shall be written in plain language.
3. The SEIU Local 1021 will be sent a copy of both notices.
4. The District shall make at least two efforts to speak to the retiree telephonically during the 60-day period in #1 above. The times and dates of the calls shall be made available to the SEIU Local 1021.
5. If the retiree has a legal guardian or someone with power-of-attorney, the District shall undertake reasonable effort to notify such person via mail and the telephone number on record with the District. The retiree will notify the District in the event that a legal guardian or power-of-attorney is appointed.
6. The Vice Chancellor of Human Resources and Employee Relations shall meet and discuss any planned termination of benefits with the SEIU Local

1021 President, on request, at least 15 working days prior to the termination of medical benefits.

7. The benefits shall not be terminated retroactively.
8. The Vice Chancellor of Human Resources and Employee Relations shall have the authority to continue retiree benefits in cases where unforeseen circumstances did not allow the retiree to enroll in Medicare Parts A and B in a timely fashion.
9. Should a retiree whose District benefits have been terminated due to failure to enroll in Medicare, subsequently enroll, the District shall reinstate the retiree's District paid health benefits.

Hold SEIU Local 1021 harmless in case of retiree lawsuit

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

Medical and Dental Plan Coverage

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

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

Medical co-pays will remain at \$15.00

Prescription Drug co-pays:

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

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

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

Tentative Agreement (dated March 2, 2017)

Article 11 Health and Welfare Benefits

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

Consistent with the Appendix 1 Committee provision above, the Appendix 1 Committee shall also determine if there are any savings from this provision owed to SEIU Local 1021.

LOCAL 1021 PAY SCALE**APPENDIX 2****SEIU Local 1021 – Regular Salary Range (Effective July 1, 2017)**

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

Job Code	Title	Range	Step				
			A (1)	B (2)	C (3)	D (4)	E (5)
997	Coordinator/Science	95	\$5,268	\$5,530	\$5,795	\$6,080	\$6,377
285	Cosmetology Lab. Technician	47	\$3,450	\$3,614	\$3,790	\$3,969	\$4,159
996	Curriculum & Student Outcome Assess Specialist	91	\$5,037	\$5,268	\$5,530	\$5,795	\$6,080
966	Curriculum & Systems Tech Analyst	114	\$6,968	\$7,297	\$7,656	\$8,029	\$8,419
70	Data Entry Operator I	12	\$2,741	\$2,873	\$3,009	\$3,154	\$3,320
71	Data Entry Operator II	33	\$3,246	\$3,408	\$3,562	\$3,730	\$3,900
818	Department Network Coordinator	90	\$4,987	\$5,229	\$5,471	\$5,755	\$6,029
288	District Accounting Control Technician	86	\$4,783	\$5,041	\$5,272	\$5,537	\$5,799
286	District Accounting Technician	73	\$4,135	\$4,341	\$4,565	\$4,783	\$5,041
193	District Admissions Officer	111	\$6,612	\$6,938	\$7,291	\$7,633	\$8,017
932	District Client Services Coordinator	107	\$6,385	\$6,690	\$7,018	\$7,377	\$7,722
544	District Development Officer	112	\$6,684	\$7,011	\$7,367	\$7,716	\$8,102
47	District Financial Analyst	110	\$6,546	\$6,856	\$7,210	\$7,550	\$7,922
898	District IT Production Control Technician	64	\$3,900	\$4,084	\$4,282	\$4,483	\$4,699
556	District Purchasing/AP Supervisor	107	\$6,385	\$6,690	\$7,018	\$7,377	\$7,722
931	District Telecommunications Sys. Coordinator	107	\$6,385	\$6,690	\$7,018	\$7,377	\$7,722
858	DSP&S Adapted Computer Learning	83	\$4,626	\$4,877	\$5,099	\$5,355	\$5,611
56	Duplicating Services Technician I	15	\$2,794	\$2,930	\$3,072	\$3,223	\$3,397
57	Duplicating Services Technician II	27	\$3,126	\$3,276	\$3,448	\$3,600	\$3,783
834	Educational Support Services Analyst	92	\$5,064	\$5,317	\$5,572	\$5,845	\$6,133
990	Educational Web Technology Analyst	114	\$6,968	\$7,297	\$7,656	\$8,029	\$8,419
19	Electronics Technician	74	\$4,257	\$4,462	\$4,689	\$4,927	\$5,182
994	Enterprise Resource Planning (ERP) Project Mgr	123	\$8,214	\$8,907	\$9,375	\$9,867	\$10,388
145	Facilities Planning Assistant	72	\$4,132	\$4,336	\$4,560	\$4,777	\$5,037
934	Facilities Project Coordinator	105	\$6,085	\$6,385	\$6,690	\$7,018	\$7,377
60	Financial Aid & Placement Assistant	56	\$3,683	\$3,852	\$4,031	\$4,222	\$4,427
813	Financial Aid Program Supervisor	100	\$5,655	\$5,949	\$6,233	\$6,546	\$6,856
877	Financial Aid Specialist	76	\$4,341	\$4,565	\$4,783	\$5,041	\$5,272
185	Graphic Artist	37	\$3,291	\$3,450	\$3,608	\$3,780	\$3,963
946	Graphic Design Specialist	87	\$4,804	\$5,065	\$5,298	\$5,562	\$5,828
195	Graphics & Media Specialist	44	\$3,397	\$3,558	\$3,731	\$3,904	\$4,099
163	Head Child Care Specialist	63	\$3,814	\$4,005	\$4,202	\$4,422	\$4,631
920	Help Desk Support Technician I (Trainee)	70	\$4,070	\$4,264	\$4,483	\$4,710	\$4,954
921	Help Desk Support Technician II	79	\$4,483	\$4,710	\$4,954	\$5,193	\$5,433
538	Instruct Asst./Child Development	41	\$3,363	\$3,528	\$3,704	\$3,880	\$4,070
197	Instructional Assistant/Art	41	\$3,363	\$3,528	\$3,704	\$3,880	\$4,070
516	Instructional Assistant/Basic Skills	41	\$3,363	\$3,528	\$3,704	\$3,880	\$4,070
101	Instructional Assistant/CIS	41	\$3,363	\$3,528	\$3,704	\$3,880	\$4,070
188	Instructional Assistant/Computer Lab	41	\$3,363	\$3,528	\$3,704	\$3,880	\$4,070
200	Instructional Assistant/English	41	\$3,363	\$3,528	\$3,704	\$3,880	\$4,070
95	Instructional Assistant/LRC	41	\$3,363	\$3,528	\$3,704	\$3,880	\$4,070
220	Instructional Assistant/Mathematics	41	\$3,363	\$3,528	\$3,704	\$3,880	\$4,070
510	Instructional Assistant/Student Center Cafeteria	41	\$3,363	\$3,528	\$3,704	\$3,880	\$4,070
95	Instructional Assistant/Writing Center	41	\$3,363	\$3,528	\$3,704	\$3,880	\$4,070
861	International Student Support Specialist	82	\$4,594	\$4,843	\$5,064	\$5,317	\$5,572

Job Code	Title	Range	Step				
			A (1)	B (2)	C (3)	D (4)	E (5)
833	Library Network Coordinator	90	\$4,987	\$5,229	\$5,471	\$5,755	\$6,029
75	Library Technician I	28	\$3,149	\$3,291	\$3,450	\$3,608	\$3,780
76	Library Technician II	40	\$3,368	\$3,540	\$3,700	\$3,873	\$4,050
515	Media Support Services Supervisor	94	\$5,182	\$5,431	\$5,683	\$5,964	\$6,263
977	Multimedia Services Specialist	83	\$4,626	\$4,877	\$5,099	\$5,355	\$5,611
582	Network Coordinator	90	\$4,987	\$5,229	\$5,471	\$5,755	\$6,029
581	Network Technician	81	\$4,514	\$4,743	\$4,987	\$5,229	\$5,471
557	Payroll Technician	46	\$3,425	\$3,590	\$3,770	\$3,944	\$4,134
6	Principal Accounting Technician	66	\$3,946	\$4,132	\$4,330	\$4,530	\$4,754
21	Principal Clerk	36	\$3,276	\$3,433	\$3,590	\$3,763	\$3,946
30	Principal Library Technician	67	\$3,963	\$4,152	\$4,350	\$4,560	\$4,777
952	Program Spec/First 5 Alameda County	75	\$4,336	\$4,560	\$4,777	\$5,037	\$5,268
156	Program Specialist/Assessment & Tutorial	75	\$4,336	\$4,560	\$4,777	\$5,037	\$5,268
819	Program Specialist/C.A.R.E.	75	\$4,336	\$4,560	\$4,777	\$5,037	\$5,268
864	Program Specialist/CalWORKs	75	\$4,336	\$4,560	\$4,777	\$5,037	\$5,268
988	Program Specialist/Career Tech	75	\$4,336	\$4,560	\$4,777	\$5,037	\$5,268
863	Program Specialist/Case Specialist	75	\$4,336	\$4,560	\$4,777	\$5,037	\$5,268
878	Program Specialist/DOPS	75	\$4,336	\$4,560	\$4,777	\$5,037	\$5,268
542	Program Specialist/EBSBDC	75	\$4,336	\$4,560	\$4,777	\$5,037	\$5,268
862	Program Specialist/EmployerLiaison	75	\$4,336	\$4,560	\$4,777	\$5,037	\$5,268
231	Program Specialist/EOPS	75	\$4,336	\$4,560	\$4,777	\$5,037	\$5,268
164	Program Specialist/Outreach	75	\$4,336	\$4,560	\$4,777	\$5,037	\$5,268
201	Program Specialist/PCTV	75	\$4,336	\$4,560	\$4,777	\$5,037	\$5,268
509	Program Specialist/Placement	75	\$4,336	\$4,560	\$4,777	\$5,037	\$5,268
596	Program Specialist/StudentActivities	75	\$4,336	\$4,560	\$4,777	\$5,037	\$5,268
882	Program Specialist/Student Services	75	\$4,336	\$4,560	\$4,777	\$5,037	\$5,268
847	Program Specialist/TransferCenter	75	\$4,336	\$4,560	\$4,777	\$5,037	\$5,268
89	Programmer	80	\$4,511	\$4,739	\$4,984	\$5,224	\$5,465
86	ProgrammerAnalyst	89	\$4,984	\$5,224	\$5,465	\$5,749	\$6,022
872	Project Manager	112	\$6,684	\$7,011	\$7,367	\$7,716	\$8,102
876	Public Information Officer	96	\$5,298	\$5,562	\$5,828	\$6,114	\$6,417
287	Purchasing Assistant	36	\$3,276	\$3,433	\$3,590	\$3,763	\$3,946
849	Regional CalWORKs Officer	112	\$6,684	\$7,011	\$7,367	\$7,716	\$8,102
967	Research & Sys Tech Analyst	114	\$6,968	\$7,297	\$7,656	\$8,029	\$8,419
857	Research and Planning Officer	112	\$6,684	\$7,011	\$7,367	\$7,716	\$8,102
543	Research Data Spec/Assessment	84	\$4,662	\$4,898	\$5,152	\$5,401	\$5,650
523	Research Data Spec/Matriculation	84	\$4,662	\$4,898	\$5,152	\$5,401	\$5,650
238	Science Laboratory Technician/Biological	45	\$3,401	\$3,566	\$3,743	\$3,918	\$4,105
239	Science Laboratory Technician/Chem istry	45	\$3,401	\$3,566	\$3,743	\$3,918	\$4,105
240	Science Laboratory Technician/Landscape	45	\$3,401	\$3,566	\$3,743	\$3,918	\$4,105
243	Secretary	30	\$3,199	\$3,347	\$3,519	\$3,678	\$3,852
927	Small Business Adviser	112	\$6,684	\$7,011	\$7,367	\$7,716	\$8,102
10	Sr. Admissions & Records Clerk	32	\$3,237	\$3,393	\$3,549	\$3,719	\$3,900
984	Sr. Applications Software Programmer/Analyst	123	\$8,214	\$8,907	\$9,375	\$9,867	\$10,388
35	Sr. Clerical Assistant	25	\$3,057	\$3,199	\$3,347	\$3,519	\$3,678

Job Code	Title	Range	Step				
			A (1)	B (2)	C (3)	D (4)	E (5)
118	Sr. Clerical Assistant, Typing	25	\$3,057	\$3,199	\$3,347	\$3,519	\$3,678
982	Sr. College Information System Analyst	114	\$6,968	\$7,297	\$7,656	\$8,029	\$8,419
38	Sr. Community Services Assistant/Outreach	35	\$3,247	\$3,401	\$3,566	\$3,743	\$3,918
41	Sr. Computer Operator	52	\$3,499	\$3,680	\$3,854	\$4,044	\$4,244
809	Sr. Duplicating & Support Services Technician	49	\$3,464	\$3,634	\$3,821	\$4,005	\$4,200
55	Sr. Duplicating Services Technician	49	\$3,464	\$3,634	\$3,821	\$4,005	\$4,200
922	Sr. Help Desk Support Technician	88	\$4,954	\$5,193	\$5,433	\$5,714	\$5,986
77	Sr. Library Technician	54	\$3,608	\$3,780	\$3,963	\$4,152	\$4,350
583	Sr. Network Coordinator	102	\$5,755	\$6,029	\$6,332	\$6,632	\$6,974
985	Sr. PeopleSoft Database Adm in	123	\$8,214	\$8,907	\$9,375	\$9,867	\$10,388
87	Sr. ProgrammerAnalyst	101	\$5,749	\$6,022	\$6,326	\$6,626	\$6,968
245	Sr. Secretary	48	\$3,466	\$3,631	\$3,801	\$3,975	\$4,166
99	Sr. Secretary, Stenography	65	\$3,942	\$4,128	\$4,324	\$4,527	\$4,749
913	Staff Assistant, Vice President's Office	67	\$3,963	\$4,152	\$4,350	\$4,560	\$4,777
248	Staff Assistant/Admin (General)	55	\$3,678	\$3,852	\$4,026	\$4,218	\$4,423
160	Staff Assistant/Admin (Grants)	55	\$3,678	\$3,852	\$4,026	\$4,218	\$4,423
250	Staff Assistant/Admin (Instruction)	55	\$3,678	\$3,852	\$4,026	\$4,218	\$4,423
854	Staff Assistant/Administrative Services	55	\$3,678	\$3,852	\$4,026	\$4,218	\$4,423
505	Staff Assistant/ASL & English	55	\$3,678	\$3,852	\$4,026	\$4,218	\$4,423
102	Staff Assistant/Business	55	\$3,678	\$3,852	\$4,026	\$4,218	\$4,423
558	Staff Assistant/Business Services	55	\$3,678	\$3,852	\$4,026	\$4,218	\$4,423
824	Staff Assistant/CalWORKs	55	\$3,678	\$3,852	\$4,026	\$4,218	\$4,423
88	Staff Assistant/Communication Services	55	\$3,678	\$3,852	\$4,026	\$4,218	\$4,423
209	Staff Assistant/DSPS	55	\$3,678	\$3,852	\$4,026	\$4,218	\$4,423
214	Staff Assistant/EOPS	55	\$3,678	\$3,852	\$4,026	\$4,218	\$4,423
97	Staff Assistant/Facilities Services	55	\$3,678	\$3,852	\$4,026	\$4,218	\$4,423
892	Staff Assistant/Human Resources	55	\$3,678	\$3,852	\$4,026	\$4,218	\$4,423
936	Staff Assistant/IT	55	\$3,678	\$3,852	\$4,026	\$4,218	\$4,423
507	Staff Assistant/Marketing	55	\$3,678	\$3,852	\$4,026	\$4,218	\$4,423
860	Staff Assistant/Orientation-Intake	55	\$3,678	\$3,852	\$4,026	\$4,218	\$4,423
575	Staff Assistant/Payroll	56	\$3,683	\$3,852	\$4,031	\$4,222	\$4,427
945	Staff Assistant/President's Office	55	\$3,678	\$3,852	\$4,026	\$4,218	\$4,423
158	Staff Assistant/Prog ram (Enabler)	55	\$3,678	\$3,852	\$4,026	\$4,218	\$4,423
880	Staff Assistant/Purchasing	56	\$3,683	\$3,852	\$4,031	\$4,222	\$4,427
550	Staff Assistant/Student Services	55	\$3,678	\$3,852	\$4,026	\$4,218	\$4,423
808	Staff Assistant/Tech Prep Program	55	\$3,678	\$3,852	\$4,026	\$4,218	\$4,423
58	Staff Services Specialist/Fiscal	78	\$4,440	\$4,666	\$4,904	\$5,157	\$5,406
569	Stage & Production Assistant	17	\$2,873	\$3,003	\$3,160	\$3,312	\$3,474
130	Stage & Production Supervisor	57	\$3,654	\$3,829	\$4,016	\$4,214	\$4,429
890	Student Employment Specialist	68	\$3,941	\$4,135	\$4,341	\$4,565	\$4,783
139	Student Personnel Services Specialist	61	\$3,784	\$3,973	\$4,169	\$4,386	\$4,594
971	Student Services Specialist	78	\$4,440	\$4,666	\$4,904	\$5,157	\$5,406
855	Supervisor, Admin. & Bus. Support Services	105	\$6,085	\$6,385	\$6,690	\$7,018	\$7,377
165	Systems Programmer	114	\$6,968	\$7,297	\$7,656	\$8,029	\$8,419
223	Telephone Operator/Receptionist	25	\$3,057	\$3,199	\$3,347	\$3,519	\$3,678

Job Code	Title	Range	Step				
			A (1)	B (2)	C (3)	D (4)	E (5)
16	Television Production Technician	71	\$4,099	\$4,294	\$4,514	\$4,743	\$4,987
115	Tutorial Services Assistant	38	\$3,297	\$3,450	\$3,614	\$3,790	\$3,969
119	Tutorial Services Specialist	61	\$3,784	\$3,973	\$4,169	\$4,386	\$4,594
955	TV Broadcast Coordinator	85	\$4,728	\$4,983	\$5,211	\$5,472	\$5,733
904	Web Content Developer	94	\$5,031	\$5,431	\$5,683	\$5,964	\$6,263

Created March 23, 2017

Board Approved: April 25, 2017

SEIU LOCAL 1021 JOB CLASSIFICATIONS**APPENDIX 3**

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

Job Code	Title	Range
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
535	Coordinator/Tech Prep Program	95
997	Coordinator/Science	95
285	Cosmetology Lab Technician	47
966	Curriculum & Systems Technology Analyst	114
996	Curriculum & Student Outcomes Asst Specialist	91
070	Data Entry Operator I	12
071	Data Entry Operator II	33
976	Database Application Administrator	114
818	Department Network Coordinator	90
288	District Accounting Control Technician	86
286	District Accounting Technician	73
193	District Admissions Officer	111
932	District Client Services Coordinator	107
544	District Development Officer	112
047	District Financial Analyst	110
898	District IT Production Control Technician	64
556	District Purchasing / AP Supervisor	107
931	District Telecommunications System Coordinator	107
858	DSPS Adapted Computer Learning Technician	83
056	Duplicating Services Technician I	15
057	Duplicating Services Technician II	27
834	Educational Support Services Analyst	92
019	Electronics Technician	74
145	Facilities Planning Assistant	72
934	Facilities Project Coordinator	105
981	Facilities Services Specialist	78
060	Financial Aid & Placement Assistant	56
813	Financial Aid Program Supervisor	100
877	Financial Aid Specialist	76
185	Graphic Artist	37
946	Graphic Design Specialist	87

Job Code	Title	Range
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
95	Instructional Assistant/Writing Center	41
861	International Student Support Specialist	82
833	Library Network Coordinator	90
075	Library Technician I	28
076	Library Technician II	40
515	Media Support Services Supervisor	94
977	Multimedia Services Specialist	83
582	Network Coordinator	90
581	Network Technician	81
557	Payroll Technician	46
006	Principal Accounting Technician	66
021	Principal Clerk	36
030	Principal Library Technician	67
156	Program Specialist/Assessment & Tutorial	75
819	Program Specialist/CARE	75
864	Program Specialist/CalWORKS	75
863	Program Specialist/Case Specialist	75
878	Program Specialist/DSPS	75
542	Program Specialist/EBSBDC	75
862	Program Specialist/Employer Liaison	75
231	Program Specialist/EOPS	75
164	Program Specialist/Outreach	75
201	Program Specialist/PCTV	75
509	Program Specialist/Placement	75
235	Program Specialist/RSVP	75
596	Program Specialist/Student Activities	75

Job Code	Title	Range
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
543	Research Data Spec/Assessment	84
523	Research Data Spec/Matriculation	84
238	Science Laboratory Technician/Biological Science	45
239	Science Laboratory Technician/Chemistry	45
240	Science Laboratory Technician/Landscape Horticulture	45
897	Science Laboratory Technician/Microbiology	45
241	Science Laboratory Technician/Physical Science	45
243	Secretary	30
244	Secretary, Stenography	42
927	Small Business Adviser	112
010	Sr. Admissions & Records Clerk	32
035	Sr. Clerical Assistant	25
246	Sr. Clerical Assistant, Stenography	26
118	Sr. Clerical Assistant, Typing	25
038	Sr. Community Service Assistant/Outreach	35
041	Sr. Computer Operator	52
055	Sr. Duplicating Services Technician	49
809	Sr. Duplicating & Support Services Technician	49
922	Sr. Help Desk Support Technician	88
077	Sr. Library Technician	54
583	Sr. Network Coordinator	102
087	Sr. Programmer Analyst	101
245	Sr. Secretary	48
099	Sr. Secretary, Stenography	65
248	Staff Assistant/Admin (General)	55
160	Staff Assistant/Admin (Grants)	55
250	Staff Assistant/Admin (Instruction)	55
854	Staff Assistant/Administrative Services	55

Job Code	Title	Range
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
855	Supervisor, Admin. & Business Support Services	105
165	Systems Programmer	114
223	Telephone Operator/Receptionist	25
956	Television Production Technician	71
115	Tutorial Services Assistant	38
119	Tutorial Services Specialist	61
955	TV Broadcast Coordinator	85
904	Web Content Developer	94

**DISTRICT REVISED PACKAGE PROPOSAL
SIDE LETTER AGREEMENT
BETWEEN PERALTA CCD AND SEIU LOCAL 1021
RE: ARTICLE 10 PAY AND ALLOWANCE AND ARTICLE 11 HEALTH AND
WELFARE BENEFITS, REMOTE WORK**

WHEREAS, the Peralta Community College District (“District”) and Service Employees International Union Local 1021 (“Union”) (collectively “the parties”) are subject to a collective bargaining agreement (“CBA”) which expired June 30, 2022;

WHEREAS, the District and Union are in bargaining for a successor CBA;

WHEREAS, the District and Union intend to make changes to District-offered medical insurance plans for implementation on January 1, 2023; however, bargaining over a successor CBA is not expected to be completed in time for implementation;

WHEREAS, the quote for medical insurance plans which results in savings that can be redirected toward salaries expires January 1, 2023, 90 days’ notice is required for the medical insurance plan changes, and thus the September 27, 2022 Board meeting the last potential day for approval in order to capture the cost savings identified by the District;

WHEREAS, the District and Union agree to negotiate the following changes separate and apart from negotiation of other changes to the CBA;

NOW THEREFORE, the District and Union agree to the following side letter agreement, which will be incorporated into the successor CBA in 2022 when agreement is so reached by the parties.

The District and the Union agree to the following changes to the 2015-2018 CBA, (as subsequently amended most recently by the 2021-2022 Extension Agreement). The parties agree that this side letter settles all other issues related to:

- Article 10.1 Regular Rate of Pay;
- Article 10.2 Pay Rates;
- Article 10.6 Longevity;
- Article 10.9 Multilingual Pay;
- Article 11 Health and Welfare Benefits and
- Remote Work

for the purpose of 2022 negotiations over a successor CBA.

All terms presented in this side letter are contingent on Board approval of the SISC health insurance plans, as proposed, on a District-wide basis on September 27, 2022, and the District’s transition to SISC health insurance plans by January 1, 2023. In the event the Board does not approve SISC health insurance plans on September 27, 2022 and the District does not transition to SISC health insurance plans on January 1, 2023, this offer is withdrawn in its entirety and the parties will re-negotiate over Articles 10 and 11.

This side letter is subject to the signatures below and approval by the District Board of Trustees.

SO AGREED:

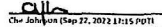
For Peralta Community College District:


Dr. Ronald McKinley (Sep 22, 2022 10:37 EDT)

09/22/2022

Dr. Ronald McKinley, Interim Vice Chancellor of HR & ER

Date

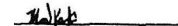

Che Johnson (Sep 27, 2022 11:15 PDT)

09/22/2022

Che Johnson, Chief Spokesperson

Date

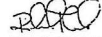
For SEIU:


Mo Kashmiri (Sep 11, 2022 06:55 PDT)

09/23/2022

Mo Kashmiri, SEIU Field Representative

Date



09/23/2022

Richard Thoele, SEIU President

Date


Jamille Teer (Sep 23, 2022 09:40 PDT)

09/23/2022

Jamille Teer, SEIU Vice President

Date

For Peralta Community College District:


Jannett Jackson (Oct 3, 2022 19:56 CDT)

10/03/2022

Jannett N. Jackson, PhD, Interim Chancellor

Date

**PERALTA COMMUNITY COLLEGE DISTRICT –SEIU LOCAL 1021
TENTATIVE AGREEMENT
SUCCESSOR COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS
Revised Date: 9/22/22
PACKAGE HEALTHCARE/WAGES/REMOTE WORK PROPOSAL**

10.2 Fiscal Year 2022-23

The District will provide SEIU 1021 bargaining unit members an across the board 6% ongoing Cost of Living Adjustment (COLA) applied to the salary schedules. The District will provide up to ninety (90) days of retroactivity for this COLA, which shall be effective no sooner than July 1, 2022. Employees shall be paid the first pay period after ratification of the agreement by the Board of Trustees.

Fiscal Year 2023-24

The District agrees to reopen Article 10 for fiscal year 2023-24 for negotiations over salary.

Effective January 1, 2024, the District will assess the District-wide savings that has resulted from the transition to SISC health insurance plans between January 1, 2023 and January 1, 2024. If the savings resulting from the health insurance plan change for calendar year 2023 exceeds \$3,900,000, the District will:

- a. Divide the amount of additional savings in excess of \$3,900,000 for calendar year 2023 by the number of full time faculty and classified staff. Once informed of the amount of the SEIU share, SEIU will determine and inform the District of the formula for distributing the lump sum payments to full and part time faculty.
- b. Effective January 1, 2024, salaries for faculty and classified staff will be increased in an amount equal to the amount of savings above \$3,900,000 in 2023.

Fiscal Year 2024-25

The District agrees to reopen Article 10 for fiscal year 2024-25 for negotiations over salary.

Health Insurance Transition Saving Market Increase

Contingent on SISC health insurance plans going into effect on January 1, 2023, salary schedules will be increased by four percent (4%), effective January 1, 2023. This increase will occur if and only if the District and Union agree to transition to SISC medical insurance plans and revisions to Article 11 Health and Welfare Benefits. The changes to Article 11 and this market increase are contingent on District-wide implementation.

Me Too (2022-23, 2023-24, 2024-25)

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

**PERALTA COMMUNITY COLLEGE DISTRICT –SEIU LOCAL 1021
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SUCCESSOR COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS
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PACKAGE HEALTHCARE/WAGES/REMOTE WORK PROPOSAL**

agreement, the District shall provide members of SEIU Local 1021 the same salary increase paid to other employee groups.

Class and Compensation Study

The District will issue a Request for Proposal to undertake a comprehensive compensation and classification study for benchmark classifications for SEIU by January 1, 2023. The District and the Union will meet to discuss the initial RFP before it is submitted. The District and the Union agree to ongoing collaboration with the company that is selected to perform the study. The District shall bear the full cost of the study. The study will be conducted in conformity with generally accepted compensation methodology. The District will endeavor to ensure the study is completed no later than January 1, 2025.

Within 30 days of the study being complete,

1. The full results will be distributed to the Union, and
2. The District will meet & confer with the Union before implementing adjustments to salary and job descriptions.

Article 10.1

Contingent on SISC health insurance plans going into effect on January 1, 2023, the District shall add a new Step F (6) at 5% above the existing Step E (5) (top step), effective January 1, 2023.

10.6 Longevity

The District agrees to additionally compensate long service as follows, effective the first full pay period following ratification and approval by the Board of Trustees:

<u>Years of Service</u>	<u>Additional Amount</u>
a. 1 st day of 10 th year of service	\$1,375 per year
b. 1 st day of 15 th year of service	\$1,650 per year
c. 1 st day of 20 th year of service	\$1,925 per year

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

10.9 Multi-Lingual Pay

Employees represented by SEIU Local 1021 who are required either by their job description or in writing by their first-level manager to utilize a second language, including Braille or sign language, shall be eligible for a premium pay of \$100 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

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interpreters or instructional assistant/ASL.

SO AGREED:

For Peralta Community College District:


Dr. Ronald McKinley (Sep 22, 2022 18:37 EDT) 09/22/2022

Dr. Ronald McKinley, Interim Vice Chancellor of HR & ER Date


Che Johnson (Sep 22, 2022 17:15 PDT) 09/22/2022

Che Johnson, Chief Spokesperson Date

For SEIU:


Mohammad Kashmiri (Sep 23, 2022 06:55 PDT) 09/23/2022

Mo Kashmiri, SEIU Field Representative Date


Richard Thoele, SEIU President 09/23/2022

Richard Thoele, SEIU President Date


Jamille Teer (Sep 23, 2022 09:40 PDT) 09/23/2022

Jamille Teer, SEIU Vice President Date

For Peralta Community College District:


Jannett Jackson (Oct 3, 2022 19:56 CDT) 10/03/2022

Jannett N. Jackson, PhD, Interim Chancellor Date

PERALTA COMMUNITY COLLEGE DISTRICT –SEIU LOCAL 1021
TENTATIVE AGREEMENT
SUCCESSOR COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS
Revised Date: 9/22/22
PACKAGE HEALTHCARE/WAGES/REMOTE WORK PROPOSAL

ARTICLE 11

HEALTH AND WELFARE BENEFITS

- 11.1 **Health and Welfare Benefits** (See Appendix 1 for current information and updates.) The District shall provide to each Benefits Eligible unit member and his/her eligible family members, health and welfare benefits. Health and welfare benefits are defined as medical, prescription drugs, dental, vision, employee and dependent life insurance, accidental death and dismemberment, long- term disability, and the employee assistance program (EAP).
- 11.2 The parties agree that the Health and Benefits Committee shall continue to study manners and mechanisms which will reduce the impact of health and welfare costs to the District. The Health and Benefits Committee shall consist of representatives from all shared governance groups including a representative of SEIU Local 1021 to review potential changes and/or modification to health and benefits plans. The role of the Committee shall be limited to making recommendations to the unions and the District. (Current committee includes several additional members; confidential, retirees, student, etc.) **The Health and Benefits Committee shall also study the impact of a potential universal healthcare solution, and how much it could save the District and employees in costs. The District will take any letter of political intent or resolution drafted by the Union to its Board of Trustees for consideration related to a universal healthcare solution.**
- 11.3 **District Offered Health and Welfare Benefit Plan**

Health Insurance Transition 2023

Effective January 1, 2023, the District will transition its health insurance plans to plans offered by the Self-Insured Schools of California (SISC) as described below. The District will continue to fund the Health and Welfare Program and absorb any increase in premium rates at the current benefit level for the duration of this Agreement.

General Conditions

Both parties acknowledge:

1. No reduction in any benefit that is provided in the 2022 Agreement occur due to failure to include said benefit in this Agreement, unless such reduction is specifically indicated in this Agreement.
2. Benefits shall be equal to or greater than existing benefits as summarized in the plans described in **Appendix 1** (including dependents' coverage where applicable).

PERALTA COMMUNITY COLLEGE DISTRICT –SEIU LOCAL 1021
TENTATIVE AGREEMENT
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ARTICLE 11

HEALTH AND WELFARE BENEFITS

3. The health and welfare plans shall be contractually arranged by the District. Said contracts are hereby made a part of this Agreement and shall be consistent with the terms of this Agreement. Said contracts and related documents (loss ratios, premium rates, et al) are to be made available to the SEIU representative(s) during normal District business hours. There are no changes to the plans that provide Life Insurance and Accidental Death and Dismemberment (AD&D) benefits, the Dental Plan, the Flexible Benefits Plan, and the Commuter Expense Plan.
4. The description of the employee's medical benefits plan included in this Agreement shall replace the **Anthem PPO** and modify the current Kaiser plan. 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.
5. The District shall cover the cost of any changes in PCCD's SISC plan or Kaiser plan that result in reduced benefits or increased contributions for members during the term of this 2022 agreement. In subsequent agreements, the union reserves the right to negotiate with the district over Peralta's ongoing responsibility to cover such costs.
6. SEIU and the District agree to meet and discuss the resolution of any unforeseen service delivery problems that may arise concerning the administration of health and welfare benefits.
7. This agreement does not supersede any rights vested under California law.
8. The District shall provide to each eligible employee and their eligible family members health and welfare benefits. Health and welfare benefits are defined as medical, prescription drugs, dental, vision, employee and dependent life insurance, accidental death and dismemberment, long-term disability, and the employee assistance program (EAP).
9. **Pursuant to Appendix 1, page 97 of the 2015-2018 successor agreement, the District and the Union agree to continue bargaining to resolve the distribution of cost-saving funds that have been collected by the District, if any. This process shall be completed before March 1st, 2023.**

The District will offer the following health and welfare benefits plan to eligible employees:

- A. Medical Insurance

PERALTA COMMUNITY COLLEGE DISTRICT –SEIU LOCAL 1021
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ARTICLE 11

HEALTH AND WELFARE BENEFITS

Effective January 1, 2023, eligible employees represented by the bargaining unit may select among the following medical plans, and the District will contribute to the cost of premiums for full-time, eligible employees as follows:

1. Kaiser Foundation Health Plan will be at no cost to eligible employees and their qualifying dependents.
2. **PPO plan: Eligible employees enrolled in the PPO plan shall pay 6.9% of the premium cost for single SISC PPO Plan 1, and 7.5% for the two party and family of SISC PPO Plan 1, and the District will pay the remainder of the premium cost of the SISC PPO Plan 1, except as follows:**
 - i. For eligible employees enrolled in the PPO “Lite” plan as of December 31, 2022, who choose to enroll in the PPO plan effective January 1, 2023, will be grandfathered with an employee monthly contribution of:

Single \$15/month

Two-party \$30/month

Family \$45/month

Enrolled individuals will receive the medical insurance coverage and additional wellness benefits offered by the selected plan. Additional wellness benefits include, for example, gym membership discounts and employee assistance program benefits. Details of the medical insurance coverage offered in each plan, plus the additional wellness benefits (referred to as “Value Added Programs”) are attached at Appendix 1.

3. Within ninety (90) days of the Board of Trustees’ approval of this side letter, the District agrees to work with SISC to find an additional PPO plan option with a lower employee cost share and with the same provider network as the new SISC PPO Plan, and will add the plan effective March 1, 2023. The District will provide a new open enrollment opportunity when the new plan is added. If there is a delay in implementation, between March 1, 2023 and when the SISC “Lite” (SISC PPO 2) plan becomes available, all eligible employees will be able to participate in the SISC PPO at a member cost of:

Single \$15/month

PERALTA COMMUNITY COLLEGE DISTRICT –SEIU LOCAL 1021
TENTATIVE AGREEMENT
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ARTICLE 11

HEALTH AND WELFARE BENEFITS

Two-party \$30/month

Family \$45/month

B. Dental Insurance

Eligible employees may select among the plans as follows:

1. Delta Dental or such other plan that provides equivalent benefits.
2. United Healthcare Dental. The District's maximum contribution for dental will be at the United Healthcare (UHC) Dental family rate.

C. Life Insurance paid for by the District.

D. Long-Term Disability Insurance paid for by the District.

E. Vision Coverage. At no cost to the District, a voluntary vision benefit is available for employee optional enrollment.

At no cost to the District, a vision benefit will be provided under the PPO plan. Under the plan, the plan participant can go to a licensed practitioner for a vision examination. If this practitioner prescribes corrective lenses, then there is a vision hardware benefit available. It is offered on an in and out-of-network basis.

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

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

2. Kaiser (Kaiser Optical Services) Purchases for frames every 24 months at a maximum allowance of \$150 or \$150 for contacts every 12 months. The Kaiser Vision Benefit is a rider to the medical plan, and requires a \$10 co-payment for the examination by a Kaiser optometrist. The Kaiser EOC does not limit the number of these visits. The \$10 co-payment is for every plan participant

F. Employee Assistance Program: provided by the District at no cost to employees.

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11.4 Conditions

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

2. The District shall provide a semi-annual orientation with brochures describing each benefit program and provider; information about other insurance that is available to purchase; and sign off sheet that indicates the new person has been the given choices **they have** regarding benefits.

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

1. Eligible employees who sign an attestation and release and provide proof of other minimum essential group medical coverage as defined by the Affordable Care Act and/or group dental coverage may decline enrollment into a medical and/or dental plan with the District.
 - a. Eligible employees who receive medical insurance cash-in-lieu effective December 31, 2022, who continue to opt out of District-paid medical

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insurance coverage will receive a monthly amount of two hundred twenty-five dollars (\$225) (this reimbursement is an all or nothing option, employee and all eligible dependents (if applicable) must waive off the plan to be eligible for this flat reimbursement amount). Employees receiving cash-in-lieu as of January 1, 2023 who subsequently enroll in District medical insurance plans, and then opt-out at a later date, will no longer be eligible for medical insurance cash-in-lieu.

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

11.6 Opt- out Election

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

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

11.7 Opt- in

It is the responsibility of the member to complete the enrollment form and submit documentation within thirty (30) days of initial hire, open enrollment or a

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qualifying event as defined by the Health Insurance Portability and Accountability Act of 1996. **Qualifying events include:**

Marriage, Divorce, Legal Separation, Birth, Adoption, Death, Termination of employment (unit member or eligible dependents);

Exhaustion of COBRA, Individual no longer resides or works in HMO service area, individual ceases to be a dependent, Plan terminates a benefit plan option, Children's Health Insurance Plan/Medicaid Rule; Meeting or exceeding a plans lifetime maximum on all benefits.

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

11.8 Survivor Rights

1. Upon the death of the employee, the surviving spouse and all dependent children and posthumous children (until all such children would no longer be eligible to receive paid medical benefits had the employee survived) shall receive paid medical benefits consistent with the coverage provided to active employees at the time of the employee's death.
2. Said spouse shall then have the option of buying into the District medical benefits program by the timely payment of premiums as stipulated by the District for the lifetime of the spouse or as long as **they are** eligible under the guidelines identified below.
3. Only the surviving spouse and dependent children (including posthumous children) covered by the employee's medical plan at the time of the death of the employee are eligible for this coverage.
4. In the event of the death of the employee and/or his/her spouse, the dependent children and posthumous children of the employee shall receive paid medical benefits until all such children would no longer be eligible to receive paid medical benefits had the employee survived.
5. If there are no dependent children, the surviving spouse shall have the option of buying into the District medical benefits program by the timely payment of premiums as stipulated by the District for the lifetime of the spouse or until s/he is no longer eligible under the guidelines identified below.

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- a. Eligibility for medical benefits will terminate for the surviving spouse and dependent children upon the re-marriage of the surviving spouse.
 - b. Eligibility for medical coverage will apply only if the surviving spouse and dependent children have no other group medical coverage or if the surviving spouse must pay for other group health coverage. Annual documentation will be required.
4. Eligibility for this benefit replaces COBRA. The surviving spouse and dependent children will not be eligible for COBRA.
 5. Eligibility conditions for Retirees health and welfare benefits shall be as follows:

11.9 Retirees

A. Hired on or after July 1, 2004

1. Vesting for retirement benefits for all employees hired on or after July 1, 2004 will be ten (10) years. Employees retired from regular contract service at the age of 50 or older with at least 10 (ten) years of service shall receive these retiree benefits.
2. Employees hired on or after July 1, 2004 who retire before the attainment of age of Medicare eligibility (currently 65 with minor exceptions) and who have 10 (ten) years or more of service will be able to continue coverage under the Active plan at district expense until **they reach** 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 **they reach** the age of Medicare eligibility (currently 65), or until **they are** 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).

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3. Employees hired on or after July 1, 2004 who work full-time beyond the attainment of age of Medicare eligibility will remain on the District's medical plans, like any other active employee. Once retired, an employee may elect COBRA (self-pay) on the plan in which they were enrolled. They shall also enroll in Medicare Parts A and B, upon proof of notification from the District. It is the Retiree's responsibility to maintain a current address and telephone number with the District.

B. Hired before July 1, 2004

1. Consistent with the status quo, employees retiring from the District with ten (10) years of vested service and at the age of 50 or older shall receive these retiree benefits.
2. Mandated Enrollment in Medicare Parts A and B. Retired unit members, upon reaching Medicare eligibility age, shall enroll in Medicare Parts A and B, and notify the District of their enrollment. Employees hired before July 1, 2004 shall become eligible for Medicare by paying District-reimbursed Medicare tax. When such employees reach the age of Medicare eligibility (currently age 65) they shall enroll in Medicare Parts A and B, provided the District pays 100% of the current and future costs of Medicare premiums and continues to provide, at District expense, medical coverage consistent with coverage offered to active employees at time of retirement. The District shall pay or reimburse the retiree for the current and future costs of the Medicare premiums. The District shall pay the Medicare taxes of such employees. After enrolling in Medicare, no individual shall receive less coverage (for example, reduced benefits, increased co-pays, increased deductibles) as a result of enrolling in Medicare.
3. Active employees hired before July 1, 2004 who are not currently paying into Medicare shall pay Medicare taxes, if they are not at the present time.
4. Any spouse or dependent of a vested, retired employee who was hired prior to July 1, 2004, shall be covered during the retiree's lifetime at District expense under medical coverage that is consistent with the coverage offered to active employees at the time of retirement, or until s/he is no longer a spouse or dependent. The retiree, spouse and eligible dependent shall, upon reaching the age of Medicare eligibility (currently age 65), each enroll in Medicare Parts A and B and the District shall immediately, and thereafter, pay 100% of the current and future costs of Medicare premiums. No individual

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shall receive less coverage (for example, reduced benefits, increased co-pays, increased deductibles) as a result of enrolling in Medicare.

5. Employees hired prior to July 1, 2004 who work beyond the attainment of Medicare eligibility (currently age 65) will remain on the District's medical plans, like any other active employee. When they retire, they must enroll in Medicare Parts A and B. The District shall immediately and thereafter pay 100% of the current and future costs of Medicare premiums for the employee. No individual shall receive less coverage (for example, reduced benefits, increased co-pays, increased deductibles) as a result of enrolling in Medicare. The employee's spouse and eligible dependents shall enroll in Medicare when eligible and no individual shall receive less coverage as a result of enrolling in Medicare.
6. Survivor Rights: Upon death of the retiree, the surviving spouse and eligible dependent(s) shall have the option of buying into the District Medical benefits program consistent with the coverage offered at active employees at the time of the retiree's retirement by the timely payments of premiums as stipulated by the District for the lifetime of the spouse or until such time as s/he is no longer eligible as defined in language above. This option shall also be applicable to dependent children.

11.10 Registered Domestic Partners

Health, vision and dental insurance plan benefits have been extended to domestic partners **who fill out an affidavit**

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

11.12 Me-too Clause

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

11.13 Re Openers

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Any increase or decrease in funding or change in available resources, including but not limited to cost of living and growth monies, the District and SEIU Local 1021 agree to re-open negotiations regarding the allocation of these funds.

SO AGREED:

For Peralta Community College District:


Dr. Ronald McKinley (Sep 22, 2022 18:37 EDT) 09/22/2022

Dr. Ronald McKinley, Interim Vice Chancellor of HR & ER Date


Che Johnson (Sep 22, 2022 17:15 PDT) 09/22/2022

Che Johnson, Chief Spokesperson Date

For SEIU:


Mohammad Kashmiri (Sep 23, 2022 06:55 PDT) 09/23/2022

Mo Kashmiri, SEIU Field Representative Date


Richard Thoele, SEIU President 09/23/2022

Richard Thoele, SEIU President Date


Jamille Teer (Sep 23, 2022 09:40 PDT) 09/23/2022

Jamille Teer, SEIU Vice President Date

For Peralta Community College District:


10/03/2022

Jannett Jackson, PhD, Interim Chancellor Date

**PERALTA COMMUNITY COLLEGE DISTRICT –SEIU LOCAL 1021
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Telework

The District will maintain and follow an Administrative Procedure to provide the process for employees to request regularly scheduled telework. The District will initiate a shared governance process in consultation with, but not limited to the Peralta Classified Senate within 30 days of the ratification of this side letter of agreement. The District will endeavor to bring the final recommendation from the PGC (Participatory Governance Council) for promulgation by the Chancellor by January 31, 2023. The District will meet and confer to negotiate any impacts or effects, (including a remote work application form) of the Administrative Procedure within 30 days of a demand by the Union.

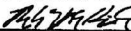

Any employee shall be allowed to submit a Remote Work Application for consideration. The District and Union's intent is to ensure that the remote/hybrid work policy is consistently applied throughout the District.

SEIU may request information regarding remote work applications and outcomes.


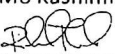
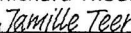
Both parties agree that short-term remote work may be made available on an ad-hoc basis to accommodate exigent circumstances.

SO AGREED:

For Peralta Community College District:

 <small>Dr. Ronald McKinley (Sep 22, 2022 18:37 EDT)</small>	09/22/2022
Dr. Ronald McKinley, Interim Vice Chancellor of HR & ER	Date
 <small>Che Johnson (Sep 22, 2022 17:15 PDT)</small>	09/22/2022
Che Johnson, Chief Spokesperson	Date

For SEIU:

 <small>Mohammad Kashmiri (Sep 23, 2022 06:55 PDT)</small>	09/23/2022
Mo Kashmiri, SEIU Field Representative	Date
	09/23/2022
Richard Thoele, SEIU President	Date
 <small>Jamille Teer (Sep 23, 2022 09:40 PDT)</small>	09/23/2022
Jamille Teer, SEIU Vice President	Date

For Peralta Community College District:

 <small>Jannett Jackson (Oct 3, 2022 19:56 CDT)</small>	10/03/2022
Jannett N. Jackson, PhD, Interim Chancellor	Date










SEIU Side Letter

Final Audit Report

2022-10-04

Created:	2022-10-03
By:	Socorro Taylor (staylor_esig@peralta.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJmx21bHlo93qJdmoqNkBkruJgVKsYLBs

"SEIU Side Letter" History

-  Document created by Socorro Taylor (staylor_esig@peralta.edu)
2022-10-03 - 9:49:30 PM GMT - IP address: 158.51.81.2
-  Document emailed to samiri@peralta.edu for approval
2022-10-03 - 9:55:53 PM GMT
-  Email viewed by samiri@peralta.edu
2022-10-03 - 10:01:47 PM GMT - IP address: 98.45.51.211
-  Signer samiri@peralta.edu entered name at signing as Sasha Amiri-Nair
2022-10-03 - 10:02:13 PM GMT - IP address: 98.45.51.211
-  Document approved by Sasha Amiri-Nair (samiri@peralta.edu)
Approval Date: 2022-10-03 - 10:02:14 PM GMT - Time Source: server- IP address: 98.45.51.211
-  Document emailed to Jannett Jackson (jjackson@peralta.edu) for signature
2022-10-03 - 10:02:20 PM GMT
-  Email viewed by Jannett Jackson (jjackson@peralta.edu)
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-  Document e-signed by Jannett Jackson (jjackson@peralta.edu)
Signature Date: 2022-10-04 - 0:56:37 AM GMT - Time Source: server- IP address: 172.56.89.240
-  Agreement completed.
2022-10-04 - 0:56:37 AM GMT



Peralta Community College District

Required Documentation Matrix

The below matrix outlines the documentation options that you can submit to verify eligibility for each dependent enrolled with health coverage. Please note the following:

- Send photocopies only. Do not send original documents.
- Mark out any personal financial information such as income, Social Security Numbers, account balances, payment amounts, and so on.
- Write the Employee's Name and EmployeeID Number on each document.
- Retain a copy of all documentation and completed forms for your records.

Spouse	
Please provide the following document to verify' proof of Relationship and Joint Ownership.	
<ul style="list-style-type: none"> • First Page of Employee's or Spouse's Federal Tax Return Photocopy of the first page of the employee or spouse's 2016 tax return showing "Married Filing Jointly" or "Married Filing Separately." The spouse's name must be entered on the employee's tax form in the space provided after the "Married Filing Separately" status. <i>Note: This document satisfies both Proof of Relationship and Proof of Joint Ownership. Please mark out all financial information.</i> <p><u>If you are unable to provide Employee or Spouse's Federal Tax Return. please provide one document from each of the following columns to verify Proof of Relationship and Proof of Joint Ownership</u></p>	
Spouse or Domestic Partner	
If unable to provide a Federal Tax Return, please provide one document from each column to verify Proof of Relationship and Proof of Joint Ownership.	
Proof of Relationship Documents	Proof of Joint Ownership Documents
<ul style="list-style-type: none"> • Certified Marriage Certificate or License Photocopy of certified marriage certificate with appropriate signature and/or stamp/seal showing on photocopy or legally valid marriage license from appropriate state or local government. 	<ul style="list-style-type: none"> • Home Ownership Photocopy of mortgage statement dated within the past 3 months showing both names as mortgage holders/tenants. Note: Please mark out all financial information. • Joint Rental Property Photocopy of lease or rental

<ul style="list-style-type: none"> • Immigration Paperwork Photocopy of immigration papers with appropriate signature and/or stamp/seal showing on photocopy that identifies employee/spouse relationship. • Notarized Affidavit of Common Law Marriage In cases of stage recognized common law marriage, a Notarized Affidavit of Common Law Marriage. • Notarized Affidavit of Domestic Partnership • Registration of Domestic Partnership Photocopy of certificate of registration as the employee's domestic partner, if living in a city, county state, or municipality providing for registration as domestic partner. 	<p>agreement dated within the past 12 months showing both names as tenants. Note: Please mark out all financial information.</p> <ul style="list-style-type: none"> • Home/Rental Insurance Photocopy of homeowner's insurance, renter's insurance, or property tax receipt dated within the past 12 months showing both names as mortgage holders/tenants. Note: Note: Please mark out all financial information. • Bank Statement Photocopy of joint bank account statement dated within the past 3 months showing both names as account holders. <i>Note: Please mark out all financial information.</i> • Credit Card Statement Photocopy of credit card statement dated within the past 3 months showing both names as card holders. <i>Note: Please mark out all financial information.</i> • Automobile Statement Photocopy of automobile title or registration dated within the past 12 months listing both names as co-owners. • Loan Statement Photocopy of a loan agreement dated within the past 12 months showing both names as co-borrowers. <i>Note: Please mark out all financial information</i> • Miscellaneous Bills Photocopy of two different types of current bills dated within the past 3 months showing one of the spouse's names on each bill and the same common mailing address, e.g.
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	<p>telephone bill, electric bill, cable bill. <i>Note: Please mark out all financial information.</i></p> <ul style="list-style-type: none"> • Beneficiary Statement Photocopy of designation as the primary beneficiary for life insurance or retirement benefits. <i>Note: Please mark out all financial information.</i> • Driver's License Photocopy of the employee's and spouse's driver's licenses listing a common address.
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Natural Child, Adopted Child, Step Child, Dependent
Child by Custody, Court Order, or Guardianship

- Please provide one document for each child to verify Proof of Relationship.
- Federal Tax Return
Photocopy of the first page of the employee's or spouse's 2016 Federal Tax return showing the child listed as an eligible dependent. *Note: Mark out all financial information.*
 - Certified Birth Certificate
Photocopy of certified birth certificate with appropriate signature and/or stamp/seal showing on photocopy that identifies the parent/child relationship with the employee or spouse
 - Hospital Verification of Birth (Less than 6 months old)
For children under 6 months old, photocopy of hospital verification of birth that identifies the employee or spouse as the child's parent
 - Certified Adoption Certificate
Photocopy of certified court approved adoption document with appropriate signature and/or stamp/seal showing on photocopy that identifies the employee or spouse as the child's parent
 - Adoption Agreement
Photocopy of placement letter/agreement from court or adoption agency that identifies the employee or spouse as the child's parent
 - Report of Birth Abroad
Photocopy of report of birth abroad of a citizen of the United States (issued by the State Department with appropriate signature and/or stamp/seal showing on photocopy) that identifies the employee or spouse parent/child relationship

- Court Ordered Health Coverage
Photocopy of Qualified Medical Child Support Order (QMCSO)
- Court Ordered Health Coverage
Photocopy of National Medical Support Notice (NMSN)
- Court Ordered Health Coverage
Photocopy of court document with appropriate signature ordering child health coverage
- Certified Divorce Decree
Photocopy of certified Divorce Decree with appropriate signature and/or stamp/seal showing on photocopy that documents required child health coverage
- Certified Legal Guardianship
Photocopy of certified court ordered legal guardianship document with appropriate signature and/or stamp/seal showing on photocopy that documents required child health coverage
- Immigration Paperwork
Photocopy of immigration papers with appropriate signature and/or stamp/seal showing on the photocopy that identifies the parent/child relationship with the employee or spouse

For disabled dependent children, you must also provide one of the following:

- Photocopy of Social Security disability award letter
- Photocopy of current Social Security disability payment
- Photocopy of signed physician Health Care Statement for Disabled Dependents certifying that the dependent is incapable of self-sustaining employment and dependent upon the employee, spouse, or domestic partner due to a mental and/or physical disability. To request a blank Health Care Statement for Disabled Dependents, contact CoreSource at 1-866-434-1211 or DependentAuditsBalt@coresource.com