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**PERALTA COMMUNITY COLLEGE DISTRICT  
Agreement Between**

**The Peralta Community College District**

**And**

**International Union of Operating  
Engineers – Local 39 Regular  
Employees**

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**July 1, 2022 – June 30, 2025**

**Berkeley City College**

**College of Alameda**

**Laney College Merritt College**

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## PREAMBLE

The Parties to this Agreement are the Peralta Community College District (“District”) and the International Union of Operating Engineers, Stationary, Local 39, AFL-CIO (“Union”).

## ARTICLE 1 RECOGNITION

- 1.1 The District recognizes the Union as the sole and exclusive representative of those employees in classifications of the Operating Engineers Bargaining Unit enumerated in the certification by the Public Employment Relations Board, dated October 19, 1977, Case Number SF-R-1, 2, 238, 239, 474.
- 1.2 All work of any type or nature routinely performed by bargaining unit employees covered by this Agreement shall only be performed by employees of this bargaining unit.

This provision excludes the following:

- a) Persons employed to replace temporarily absent bargaining unit employees, subject to the provisions of Article 10.3 of this Agreement.
  - b) Short-term projects of limited duration.
  - c) Any capital projects, including but not limited to, new construction and deferred maintenance, financed or funded by bond proceeds provided however the Vice Chancellor for Human Resources and Employee Relations or his/her designee shall meet with the Union on an as needed basis to discuss the contracting needs of the District.
- 1.3 “Short-term projects of limited duration” allows for thirty (30) working days for each college per fiscal year to perform work routinely performed by bargaining unit employees, subject to paragraph 2. However, the parties agree and recognize that under certain conditions contracting out work may be necessary to prevent cost overrun, to minimize disruption to students, and/or to meet the educational needs of the community. If the District has a demonstrable need for short term projects additional to the provisions of paragraph 1, the Vice Chancellor for Human Resources and Employee Relations or his/her designee will inform the Union of the plans, including the nature, duration and anticipated cost of the project. The parties shall consult in good faith, and the Union may not unreasonably withhold consent. In the event the Union does not agree, the District may proceed; however, the Union may initiate a grievance if it believes that the District’s action has violated Section 1.2 of the contract.
- 1.4 The Vice Chancellor for Human Resources and Employee Relations or his/her designee will coordinate the projects district-wide, maintain records regarding the short term projects conducted by the District, and provide copies of such records upon Union request. At the request of either party, the parties on an annual basis shall discuss the experience in implementing sections 1.3 and 1.4 to prepare for the following year of activity.

**1.5 Contracting Out**

During the term of this Agreement, the District agrees not to contract out work or functions that result in the layoff of employees in the bargaining unit covered by this Agreement.

**ARTICLE 2 NEW EMPLOYEE ORIENTATION AND NOTIFICATION**

**(Implementation of the Provisions of AB 119)**

**2.1 New Employee Orientation:**

1. The Union's Business Representative or designee shall be given the opportunity to attend any New Employee Orientations, in which a newly hired Local 39 represented employee is scheduled to attend.
2. Peralta Community College shall provide a minimum of ten (10) days' advance notice of the new hire orientation dates. When New Employee Orientations are scheduled with less than ten (10) days' notice, IUOE will received a notice of the event as soon as the information is available for distribution to new employees.
3. The Union will be allotted a maximum of thirty (30) minutes (or less if agreed to by both the parties) at the New Employee Orientation.
4. Peralta Community College agrees to make union provided information available to newly hired Local 39 represented employees, as long as no information pertaining to either local or partisan elections is included in the union provided information.

**2.2 Employee Contact Information**

1. Peralta Community College shall provide the following employee information within thirty (30) days of hire, or by the first pay period of the month following hire:
  - a) Employee's name;
  - b) Job title;
  - c) Department;
  - d) Work location;
  - e) Work phone number;
  - f) Home phone number;
  - g) Personal cellular phone number;
  - h) Personal email address; and,
  - i) Home address.
2. Peralta Community College agrees to provide the employee information above every one hundred twenty (120) days for all Local 39 represented employees.



### **2.3 Payroll Deductions**

Upon receipt of an authorized form from the employees, the District shall make requested dues, initiation fees, assessments, service fees and/or credit union deductions from the employees' warrants.

## **ARTICLE 3 NON-DISCRIMINATION**

3.1 The District and the Union acknowledge their obligation to adhere to District Policies 3410, 3420, 3430, 3433, policies prohibiting discrimination and discriminatory harassment toward employees, as it may be amended from time to time to comport with changes in law, and to comply with all pertinent provisions of all federal and state non-discrimination laws regarding national origin, religion, age, sex or gender, gender identity, race or ethnicity, color, medical condition, ancestry, sexual orientation, marital status, physical or mental disability, active duty military and veterans, pregnancy, or because he or she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics. This Article is not subject to the grievance procedures.

## **ARTICLE 4 SUPPORT OF AGREEMENT**

4.1 During the term of this Agreement, the District agrees not to negotiate with any other organization on matters upon which Local 39 is the exclusive representative and which is within its scope of representation. Local 39 agrees to negotiate only with the representative officially designated by the District to act on its behalf.

## **ARTICLE 5 DISTRICT/LOCAL 39 RIGHTS**

### **5.1 Distribution of Materials**

The Union may distribute organizational materials to its members by either: (1) hand distribution to work locations where Union members are employed, or (2) mail distribution through the District's interdepartmental mailing system, upon the prior approval of the Vice Chancellor for Human Resources and Employee Relations or his/her designee.

### **5.2 Posting of Materials**

Posting of Union meeting notices, posters, and similar materials will be permitted only on designated bulletin boards or other appropriate areas and after approval from the Vice Chancellor for Human Resources and Employee Relations or his/her designee.

### **5.3 Bulletin Boards**

The Union may use designated District bulletin boards to announce meetings or the posting of related Union material.

**5.4 Use of Facilities**

The Union shall be allowed to use District facilities for regular/special meetings upon prior approval from the District. Said usage of District facilities will be in conference/meeting rooms in addition to the availability of the room for meeting purposes. The Union shall provide the District with the requested dates, times, and locations of the usage of said facilities.

**5.5 Legal, Unrestricted, and Non-confidential Information**

The Vice Chancellor for Human Resources and Employee Relations shall provide, upon written request, 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.

**5.6 Shop Stewards and Official Representatives**

- a. The Union may select up to three (3) representatives from the Departments listed below for purposes of meeting and conferring in good faith or consulting with the District in matters within the scope of representation, provided that advance arrangements for time away from the work station or assignment are made with and approved by the appropriate department/division head or his/her designee..

<u>Department</u>	<u>Number of Employees</u>
Custodial	5
Grounds	1
Engineering	1
Warehouse	1
Chief Steward	1

- b. Business representative(s), after calling the Vice Chancellor for Human Resources and Employee Relations, shall be permitted to enter work areas where its members are employed during normal working hours for the purpose of ascertaining whether the terms of the Agreement are being complied with, to observe employment conditions under which its members are employed, and to assist in adjusting grievances. The Business Representative shall notify the Vice Chancellor for Human Resources and Employee Relations, the department head, or other designated representative(s) at the earliest time, and at least upon entering such work areas, and shall not interfere with or interrupt the conduct of work in such areas. The Business Representative may confer with employees whenever called upon to do so.

**c. Shop Stewards**

The Union may designate a reasonable number of bargaining unit employees as shop stewards to assist the Union in the representation of its members The Union shall furnish the District with an up-to-date list by college site of stewards 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.



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.

Stewards shall not leave their work location or assignment for grievance processing purposes without the prior approval of their first level manager.

**d. Released Time for Negotiations**

IUOE Local 39 shall have the right to designate up to nine (9) employees (including the Chief Steward) who shall be given reasonable released time to participate in actual contract negotiations.

**ARTICLE 6 MANAGEMENT RIGHTS**

6.1 Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the District, including, but not limited to the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for cause; to hire employees, determine their qualifications; to set the standards of productivity; to introduce new or improved methods, materials, machinery, and equipment; to determine the number, location and operation of departments, divisions, and all other units of the District; to issue, amend, and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the District. The District's failure to exercise any right, prerogative, or function hereby reserved to it, or the District's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the District's right to exercise such right, prerogative, or function or preclude it from exercising the same some other way not in conflict with the express provisions of this Agreement.

6.2 The District retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it, express or implied, by the laws and the Constitution of the State of California and the United States.

**ARTICLE 7 DEFINITIONS**

7.1 "**Allocation**" is the placement of a class on a specific salary range or rate or the assignment of a position to a class of positions.

7.2 "**Anniversary date**" is the date an employee is hired and the same date each succeeding year.

7.3 "**Apprentice**" is a trainee in a professional, technical, or skilled field.

7.4 "**Bargaining unit seniority**" is secured by hours in paid status in a class or classes included in the bargaining unit, excluding overtime hours.

- 7.5 **"Bumping right"** is the right of an employee, under certain conditions, to displace an employee with less seniority in a class.
- 7.6 **"Class"** is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
- 7.7 **"Class description"** is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class.
- 7.8 **"Classification"** is the act of placing a position in a class.
- 7.9 **"Demotion"** is a change in assignment of an employee from a position in one class to a position in another class that is allocated to a lower maximum salary rate.
- 7.10 **"Differential"** is a salary allowance in addition to the basic rate or schedule.
- 7.11 **"Fiscal year"** is July 1 through June 30.
- 7.12 **"Health and Welfare benefits"** means any form of insurance or similar benefit programs, including, but not limited to medical, hospitalization, surgical, prescription drug, dental, optical, psychiatric, life, disability, and prepaid legal.
- 7.13 **"Hire date seniority"** is secured by hours in paid status from the first day in paid status (excluding overtime hours).
- 7.14 **"Incumbent"** is an employee appointed to a position and who is currently serving in or on leave from the position
- 7.15 **"Industrial accident or illness"** is an injury or illness arising out of employment and in the course of employment with the District.
- 7.16 **"Involuntary demotion"** is a demotion without the employee's voluntary written consent.
- 7.17 **"Minimum qualifications"** are qualifications mandated for the position and which must be possessed by a prospective employee before he/she can be considered for employment in a specific class.
- 7.18 **"Night Shift"** applies to swing and graveyard shifts defined as: Swing shift, employee is assigned to work four (4) or more straight time (non-overtime hours) after 4:00 PM. Graveyard shift - employee is assigned to work four (4) or more straight time (non-overtime) hours after 12 midnight.
- 7.19 **"Permanent status"** is a status attained after successful completion of a probationary period.





**7.20 "Probationary period"** - an initial six (6) month on-the-job trial period which allows an employee to demonstrate his/her ability to perform. A probationary employee may be dismissed from the position at any time during the probationary period.

(a) In the event of absence from work for any reason for 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 with agreement of the affected employee.

**7.21 "Promotional Probationary Period"** - a probationary period that begins when an employee is initially promoted.

**7.22 "Promotion"** is a change in the appointment of an employee from a position in one class to a position in another class with a higher maximum salary rate.

**7.23 "Reallocation"** is movement of an entire class from one salary range or rate to another salary range or rate or a budgetary action to assign a vacant position from one class to another class.

**7.24 "Reclassification"** is the reassignment of a position from one class to a different class based on assigned duties and responsibilities and the knowledge, skills, and abilities required to perform the assigned duties and responsibilities.

**7.25 "Re-employment"** is the return to duty of an employee who has been placed on a re-employment list.

**7.26 "Re-employment list"** is a list of names of persons who have been laid off for lack of work or lack of funds, or exhaustion of sick leave, industrial accident or illness leave, or other leave privileges, and who are eligible for re-employment without examination in their former class for a period of thirty-nine (39) months. Placement on said list is arranged in order of the right to re-employment.

**7.27 "Safety conditions of employment"** means any work-related condition affecting the health, safety, or welfare of the employee.

**7.28 "Salary rate"** is a specific amount of money paid for a specific period of service.

**7.29 "Salary schedule"** is a series of salary steps and ranges which comprise the rates of pay for all classes.

**7.30 "Salary step"** is one of the salary levels within the range of rates for a class.

**7.31 "Seniority in class"** is secured by regular assigned hours in paid status in a class excluding overtime hours.

- 7.32 **"Site"** for the purposes of this Agreement means:
- a. District Office Operations
  - b. College of Alameda
  - c. Laney College
  - d. Merritt College
  - e. Berkeley City College
- 7.33 **"Substitute Employee"** means any person employed to replace a bargaining unit employee who is temporarily absent from duty. A substitute employee is also a person hired to fill a vacant bargaining unit position for which recruitment has been formally announced. (Education Code Section 88003).
- 7.34 **"Voluntary demotion"** is a demotion agreed to in writing by the employee and the District.
- 7.35 **"Working hours"** are all hours in paid status.
- 7.36 **"Call back"** results from a request or direction from the District to return to work due to an unanticipated event.
- 7.37 **"Grievance"** is any complaint of a member involving interpretation, application, or alleged violation of this Agreement. It is the intent of the parties to review and resolve grievances at the lowest possible administrative level.
- 7.38 A "grievant" may be any member of the bargaining unit covered by the terms of this Agreement.
- 7.39 A "day" (for the purpose of this grievance policy) is any day on which the District Office of the Peralta Community College District is open for business.
- 7.40 The "immediate supervisor" is the employee's first level Administrator having immediate jurisdiction over the employee. No SEIU or PFT member shall have administrative rights over unit personnel. An Administrator is a person employed by the Board in a supervisory or management position as defined in Government Code Sections 3540 et seq. An Administrator, regardless of job description, has authority to hire, transfer, suspend, recall, promote, discharge, assign, reward or discipline other employees, or have the responsibility to assign work to and direct them, adjust their grievances, or effectively recommend such action.
- 7.41 The seniority date for a site or a site shift is determined by district-wide seniority in the class.

## **ARTICLE 8 DISCIPLINARY ACTION**

### **8.1 Suspension**

If the District places an employee on leave pending investigation or discipline, it shall be done on a paid basis.



Suspensions may be for varying periods, but shall not exceed thirty (30) working days.

## **8.2 Warning**

An employee whose work or conduct is of such character as to incur discipline may first be warned for just cause in writing by the first level manager stating the reasons for the warning. An employee shall have the right to enter, and have attached to the warning, his/her written response. Note: As a general guideline, written warnings should be issued before disciplinary action is proposed.

## **8.3 Limitation on File Entries**

No disciplinary action shall be taken for any cause which arose prior to the employee's status becoming permanent,

## **8.4 Dismissal**

Charges, such as the following, may be cause for disciplinary action up to and including dismissal for just cause. If circumstances merit special consideration, the employee may be suspended or demoted in lieu of discharge.

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

## **8.5 Procedure**

- a. No permanent employee, except one who is on probation in a new classification, shall be suspended, demoted, or dismissed unless there is served upon said employee a written notice of suspension, demotion, or dismissal signed by the Vice Chancellor for Human Resources and Employee Relations, or designee, stating the reasons for the suspension, demotion, or dismissal, and the effective date thereof. Under ordinary circumstances, notice of ten (10) working days shall be given.

**b. Pre-Disciplinary Procedures.**

Prior to implementing a demotion, suspension, or dismissal action, the affected employee shall have delivered personally or by certified mail a written notice signed by the Vice Chancellor for Human Resources and Employee Relations of the proposed action which includes:

1. The reasons for the proposed action.
2. A copy of the charges and materials on which the action is based, and
3. The right to respond, either orally or in writing, and time limits for this response.

- c. Within five (5) working days of receipt of the notice of proposed action, the employee may respond in writing and/or may request a meeting with the Vice Chancellor for Human Resources and Employee Relations to present his/her response. The employee must be available to attend this meeting within ten (10) working days following receipt of the notice of proposed action. Within ten (10) working days following the receipt of a written response or a meeting, whichever occurs last, the Vice Chancellor for Human Resources and Employee Relations shall notify the employee of the action taken.

**d. Disciplinary Proceedings.**

The disciplined or dismissed employee shall be informed in writing of the specific charges against him/her, a statement of his/her right to a hearing on such charges, and the time within which a hearing may be requested, which shall be not less than five (5) working days, after service of the notice to the employee, and a card, the signing and filing of which shall constitute a demand for hearing, and a denial of all charges, shall be enclosed in the letter for the employee to either sign or reject at his/her discretion.

**e. Hearing Procedure.**

**Request by the Union:** Only the Union may appeal suspensions, demotions or dismissal, by presenting an appeal denying the charges and requesting a hearing before an arbitrator. The appeal must be made within ten (10) days following receipt of the decision.

- f. Employees participating in the hearing procedure shall do so on released time. The location, time, and date for the hearing procedure shall be set by the District in order to minimize released time. All suspensions and dismissals shall be without pay after the effective date thereof.

**8.6 Selection of Arbitrators**

- a. Within ten (10) 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 five (5) arbitrators from the California Mediation and Conciliation Service. Parties shall flip a coin to determine



who strikes first. Each party shall alternately strike two (2) names from the panel; the remaining arbitrator shall be appointed.

#### **8.7 Arbitrator's Authority**

The arbitrator may hear testimony, receive written briefs, interview witnesses and conduct investigation he/she deems appropriate, and shall render an award to the Vice Chancellor for Human Resources and Employee Relations within thirty (30) days after the hearing. The Vice Chancellor for Human Resources and 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.

#### **8.8 Arbitrator's Fees and Expenses**

The fees and expenses of the Arbitrator shall be shared equally by the parties. 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.

#### **8.9 Expedited Arbitration**

The parties have a mutual interest in resolving suspension appeals in a timely and efficient manner. The parties may, by mutual agreement, initiate the expedited arbitration process for suspensions of not greater than thirty (30) calendar days.

- a. 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 Vice Chancellor for Human Resources and Employee Relations no later than thirty (30) calendar days after the hearing.
- b. The hearings shall be conducted without attorneys present for either party and without post-hearing briefs. Each party shall have no more than 2-1/2 hours to present its case. The Vice Chancellor for Human Resources and 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.
- c. 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.

#### **8.10 Emergency Suspension**

The parties 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.

#### **8.11 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 reduced in writing. An employee offered such a settlement shall be granted five (5) days to have his/her representative review the proposed settlement.

#### **8.12 Release Time to Attend Hearing**

Employees participating in the hearing procedure shall do so on released time. The location, time and date for the hearing procedure shall be set by the District in order to minimize released time. All suspensions and dismissals shall be without pay after the effective date thereof.

### **ARTICLE 9 LEAVES**

#### **9.1 Sick Leave**

- a. Members of the bargaining unit (employed by the District five (5) days per week with full pay for a fiscal year) shall be entitled to twelve (12) days paid sick leave of absence for illness or injury, exclusive of days they are not required to render service. Day, as used in this Article, means the employee's regularly assigned workday, exclusive of overtime.
- b. A bargaining unit member, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days absence for illness or injury as the number of months he is employed bears to twelve (12) and the proportionate amount, consistent with this formula, of such additional days, in addition thereto, authorized by the governing board for classified employees employed five (5) days a week for a full fiscal year of service.
- c. A bargaining unit member employed less than five (5) days per week, shall be entitled for a fiscal year of service to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he is employed per week bears to five (5) and is entitled to the proportionate amount. When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
- d. Pay for any hour(s) or day(s) of illness or injury must be accrued prior to taking such leave by the employee. Probationary employees shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible. The rate of pay for sick leave shall be at the same rate the employee would have received had



he/she worked that day. If a member of the bargaining unit does not take the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year.

- e. Members of the bargaining unit absent due to surgery, serious injury or serious illness, or absent for more than five (5) consecutive assigned workdays, shall be required to submit a medical release from a physician to their immediate supervisor prior to being permitted to return to work. A member absent for more than five (5) workdays shall notify the District of his/her approximate return not less than 24 hours prior to such return date.
- f. Members of the bargaining unit may be required to submit to medical examinations, at the District's expense, at the discretion of the District. Whenever possible, employees shall report absences at least four (4) hours prior to scheduled duty hours to the immediate supervisor, identifying the nature of illness or injury. The District may verify the member's illness or injury.
- g. All sick leave rights or accumulations shall be canceled when a bargaining unit member severs all official connection with the District as an employee. Bargaining unit members who take time off during the workday for medical or dental appointments shall utilize sick leave for this purpose.
- h. Paid sick leave shall be granted in increments of one (1) hour.
- i. 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. Contributions to the Catastrophic Leave program shall not affect employee's eligibility for a bonus under this section.
- j. Employees who take time off during the workday for medical or dental appointments shall utilize sick leave for this purpose.
- k. Employees who take time off during the day for a medical appointment or illness of an immediate family member may utilize sick leave for this purpose.

An "immediate family member" for this section is defined by Labor Code 245.5, including:

- (1) A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
- (2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- (3) A spouse.

(4) A registered domestic partner.

(5) A grandparent.

(6) A grandchild.

(7) A sibling.

To the extent that changes are made by state or federal law, these provisions shall automatically be updated.

## 9.2 Industrial Accident and Illness Leave

- a. A member suffering an injury or illness arising out of or in the course and scope of his/her employment shall be entitled to leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred. Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of that state, exceed the normal wages for the day.
- b. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to the industrial accident or illness leave under this section has been exhausted, entitlement to other sick, vacation, or other paid leave will be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use that amount of his/her accumulated and available normal sick leave and vacation leave which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
- c. Any time an employee on industrial illness leave is able to return to an unrestricted work schedule, as verified by a licensed physician, he/she shall be reinstated in an equivalent position without loss of accumulated longevity benefits or seniority in accordance with the provisions of 88195 of the Education Code.
- d. The provisions of this Section 9.2 are not grievable under the grievance procedure of the Local 39-PCCD Agreement.

## 9.3 Personal Necessity

A member may elect to use accumulated sick leave (not to exceed seven (7) days in any fiscal year) for personal necessities. The following reasons allow a member to take personal necessity leave, of which items a. through d. may require documentation.

- a. The death of a member of the immediate family when additional leave is required beyond that provided in the Bereavement Leave Article and any other leave approved by the Vice Chancellor for Human Resources or his/her designee.





- b. Accident involving his/her person or property or the person or property of a member of his/her immediate family. Immediate family has the same meaning as provided in the Bereavement Leave Article.
- c. Documented appearance in any court or before any administrative tribunal as a litigant.
- d. Illness or injury requiring hospitalization, transportation, or personal care by the employee or a member of his/her/their immediate family. An “immediate family member” for this section is defined by Labor Code 245.5.
- e. One (1) of the seven (7) days may be granted for any reason deemed appropriate by the member and with prior approval of the first level manager.

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.

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

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

#### 9.4 **Bereavement Leave**

A full-time employee shall be granted necessary leave of absence not to exceed four (4) working days, six (6) working days if out of state (or 200 miles intra-state) travel is required, on account of death of any member of the member's 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 the immediate family. The District may require documentation.

The immediate family, for purpose of this section only, is defined as: Mother, Mother-in-Law, Father, Father-in-Law, Grandmother, Grandfather, Grandchild, Spouse, Son, Son-in-Law, Daughter, Daughter-in-Law, Stepchild, Brother, Brother-in-Law, Sister, Sister-in-Law, Aunt, Uncle, Domestic Partner, Nephew, Niece, Foster Child, Ward of the Court, Legal Guardian, and any person living in the immediate household (except paying tenants).

#### 9.5 **Leave of Absence Without Pay**

- a. Any permanent employee with six (6) months or more of service may be granted a leave not to exceed one (1) year for a specific reason deemed appropriate by the District and at the convenience of the District. The District may approve one (1) additional year of unpaid leave.

- b. Any such leave shall be without pay. Any personal health or life insurance carried by the employee through the District may, with the carrier's and District's approval, be continued at the expense of the member on personal leave. Members shall not accrue sick leave, vacation, or holiday.
- c. Unpaid leaves used to accept permanent or trial employment elsewhere shall be considered a voluntary resignation by the employee.

**9.6 Family Care Leave**

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

**9.7 Military Leave**

An employee will be granted military leave in accordance with the provisions of the State of California Education Code and of the Military and Veterans Code. Request for military leave shall be submitted in writing, and accompanied by military leave orders, two weeks prior to the leave starting date, except in the case of a state or national emergency. While on military leave, the employee shall have the option of being placed on:

- a. Military leave without pay
- b. Vacation
- c. Compensatory time
- d. A combination of 1, 2 and 3.

The employee shall not be required to reimburse to the District any monies earned while using the aforementioned types of leave.

**9.8 Extended Illness or Injury Leave**

Once a fiscal year, each bargaining unit member shall be entitled to an extended illness or injury leave of absence paid at the rate of 50 per cent (50%) of his/her regular salary for a period not to exceed a maximum of 100 working days.

The District shall pay 50% of the insurance premiums for employees utilizing extended illness or injury leave. An employee may elect to forego such benefit coverage.

- a. The extended illness leave provided in this session shall be used only after the exhaustion of all compensable leave.
- b. Proof of illness or injury for such leave, acceptable to the District, must be provided by a licensed physician.
- c. The District shall inform the employee in writing of the period of time constituting leave at full pay as well as the period of time during which he/she will be compensated at 50% of regular pay.



- d. This leave shall not be accumulated from year to year.

**9.9 Pregnancy Disability Leave**

Employees who are in an active employment status with the District immediately preceding medically verified pregnancy, shall be eligible to receive compensation at their regular rate of pay. Such compensation shall be charged against sick leave for the workdays missed during the period of disability provided the District receives medical status reports consistent with temporary disability policies and procedures. These forms will be provided by the District.

**9.10 Jury Duty**

- a. A permanent employee called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption.
- b. When regularly called for jury duty in the manner provided by law, members shall be granted a leave of absence without loss of pay for the time the employee is required to perform jury duty during the employee's regularly assigned working hours.
- c. When employees on swing or graveyard shifts appear for jury duty service in person pursuant to a summons, they will receive time off from work on the day of jury duty service following such service. Time off shall be one hour off for each hour of time required to be spent in court on jury duty service, not to exceed the duration of their work shift. To be eligible for such time off, employees shall provide documentation from the jury commissioner establishing to the District's satisfaction the beginning and ending times of required jury duty service on each day, and shall also comply with the provisions of 9.10 d-f. Employees shall not request or accept jury duty pay from the District if they are receiving jury duty pay or paid time off of any sort from any other employer in conjunction with their jury duty service.
- d. Employees are required to return to work during any day in which jury duty services are not required.
- e. The District may require verification of jury duty time prior to providing jury duty compensation.
- f. Reimbursement to District: Any payment received by the employee from an agency for jury duty shall be endorsed to the Peralta Community College District and forwarded to the District Personnel Office.

**9.11 Subpoena Leave**

All bargaining unit members subpoenaed or otherwise required to appear at a hearing, trial, investigation, or other legal proceeding in any instance where the District is a party or arising from the course of their employment with the District, shall suffer no loss of pay if such appearance occurs during regularly assigned working hours. Request for such

leave of absence would be made by presenting the official court summons to the first level manager for his/her approval.

## **9.12 Voluntary Sick (Catastrophic) Leave Contribution Program**

A. A voluntary Sick Leave Contribution Program may be established to meet the needs of 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 that 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.

### **B. Contributions**

The Vice Chancellor for Human Resources and Employee Relations or his/her designee shall post a notification in the following locations: Physical Plant Maintenance Grounds; Custodians; Warehouse; Laney College Custodian; Food Service; Locker Room; Merritt Custodian; Locker Room; College of Alameda Custodian; Berkeley City College Custodian; Locker Room and Auto Shop, and 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 all of the following conditions:

1. The minimum contribution per call is one day (8 hrs.).
2. The maximum contribution per call is five (5) days.
3. The minimum Sick Leave balance after the contribution is at least five (5) days.
4. Transfer of contributions shall be limited to the number of days used subject to the maximums provided in this article.

### **C. Eligibility**

1. A recipient of sick leave contributions must be an employee at the time the request is made.
2. 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 39-PCCD Agreement have been exhausted.

### **D. Benefits**

1. 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.

2. Limitations on Use

No unit member may receive benefits from the Program more than two times in his/her lifetime.

3. Unit members receiving sick leave donations shall be covered by the District for medical, dental, life and disability benefits which they would be otherwise qualified to receive.

4. **Effect 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.

**E. Request Procedures**

Request for benefits shall be submitted in a sealed envelope to the Vice Chancellor for Human Resources and Employee Relations or his/her designee. The Vice Chancellor for Human Resources and Employee Relations or his/her designee shall receive the request and supporting medical documentation and certification to determine whether the unit member meets eligibility requirements. Such requests must include a physician's certification that the unit member is unable, as a result of a catastrophic illness or injury, to perform the material duties of his/her occupation. At its discretion, the District may require additional medical information or require examination by a second physician of the District's choosing and at the District's expense. After reviewing the application and supporting documentation, the Vice Chancellor for Human Resources and Employee Relations or his/her designee shall determine 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 decision of the Vice Chancellor for Human Resources and Employee Relations or his/her designee shall not be subject to the grievance and arbitration provisions of the Local 39-PCCD Agreement.

**ARTICLE 10 FILLING OF VACANCIES**

**10.1 Custodial Vacancies**

Full-time vacancies shall be filled subject to the following provisions:

- a. Before the District considers utilizing an external applicant pool for custodial vacancies, a position announcement will first be advertised internally throughout the District to provide an opportunity for current permanent and hourly custodians to apply.

- b. The position announcement will be advertised for a period of five (5) working days. Hourly custodian applicants shall complete the required job application prior to the deadline date indicated on the job announcement.
- c. All internal applicants determined by Human Resources to have met the minimum qualifications as stated in the job announcement shall be granted an interview with the Hiring Manager. If no internal applicant is deemed qualified by the Hiring Manager for the vacant position, the District shall utilize an external applicant pool.
- d. A current permanent custodian applicant shall be given consideration over an hourly custodian applicant. The Hiring Manager's decision shall not be subject to the grievance procedure.

## 10.2 Posting Position Vacancies

When a vacancy exists in the bargaining unit classifications, the District agrees to post an announcement of the vacancy giving all pertinent details of the position and procedures for applying for the position. The announcement shall list the job specifications and minimum requirements necessary for consideration of an applicant, the location of the position, hours, salary schedule, and description of job duties. The announcement shall be posted on bulletin boards in all District locations in prominent locations at all work-sites and mailed to all Local 39 stewards at their locations at least five (5) working days before the application deadline for temporary vacancies and seven (7) working days before the application deadline for permanent vacancies.

## 10.3 Out-of-Class Assignments

When the District elects to fill provisionally a temporary vacancy (i.e., a position permanently occupied by another permanent employee who is unavailable to work) in the bargaining unit, the District agrees to use career ladders for established job groups (e.g. Custodial, Grounds, Warehouse, Engineers) to fill those temporary vacancies or to allow District employees an opportunity to work out-of-class to gain knowledge and experience for career advancement. The following guidelines will govern this section.

### a. **Career Ladder\* job groups**

When the District decides to temporarily fill a position above entry level in a career ladder job group that is temporarily vacant, the bargaining unit member in the next lower level shall be given first opportunity to work out of class in the position. An employee appointed to work out of class as a result of career ladder progression must meet the minimum qualifications for the position and must have satisfactory conduct and performance in the current position. If it is determined that an individual who would normally be appointed to work out of classification as a result of the career ladder does not have satisfactory conduct and performance in the current position, the District will consult with the Union on this decision. The Office of Human Resources reviews and verifies qualifications and eligibility. The District's decision is final.



Custodial career ladders are based on location. If the Head Custodian and Lead Custodian positions are vacant, the District is not required to go further down on the career ladder to fill the Head Custodian position out of class. The District may post the Head Custodian opportunity following the procedure in paragraph 10.3.b, giving individuals from the other sites the opportunity to apply for the out of class position.

\*Career ladder job groups are designated as follows:

<u>Entry Level</u>	<u>Lead Level</u>	<u>Asst. Supervisor Level</u>	<u>Supervisor Level</u>
Custodian	Lead Custodian		Head Custodian
Grounds worker- Gardener	Lead Grounds Gardener	Asst. Grounds Supervisor	Grounds Supervisor
Warehouse Worker/Driver		Asst. Warehouse Supervisor	Warehouse Supervisor
Stationary Engineer		Asst. Chief Stat. Engineer	Chief Stat. Engineer

- b. If the District needs to temporarily fill a position that does not fall within a career ladder as defined in Section 10.3.a, the District shall post for five (5) days a notice of out-of-class assignments. Employees applying for a temporary out-of-class assignment must meet the minimum qualifications for the position posted and must have satisfactory conduct and performance in the current position. Bargaining unit members who are interested in higher classification assignments must file a job application with the District's Office of Human Resources.

**Office of Human Resources**

- c. Offers of "Acting" in higher classification assignments in the bargaining unit will be rotated on the basis of site seniority among bargaining unit employees who are qualified to perform the work. Employees may be removed from the rotation list and/or assignment for reasons of inadequate job performance or job related conduct pursuant to section 8.4. Such removal is not subject to the grievance procedure. As a general guideline, rotation among qualified and available bargaining unit members who have completed the application process will normally be applied every three (3) calendar months.

Employees applying for a temporary out-of-class assignment must meet the minimum qualifications for the position posted, must have satisfactory conduct and performance in the current position.

- d. An employee working out-of-class who is removed from the out-of-class assignment would then return to his/her former position at the appropriate pay level before the out-of-class assignment. The employee shall suffer no loss of classification seniority in his/her original position as a result of filling a temporary vacancy.
- e. The District does not guarantee a permanent position to the employee working in an out-of-class assignment.

#### **10.4 Filling Permanent Promotional Vacancies**

Any member of the bargaining unit who possesses the minimum qualifications for the announced vacancy may file an application on or before the final filing date, and shall be granted an interview by the Screening Committee.

##### **a. Selection Committee**

Participation of a bargaining unit member appointed by the Local 39 Business Representative, or his/her designee, on the Screening Committee for Local 39 positions shall be offered. The District shall inform Local 39 of its intent to conduct interviews by mailing to the Union business representative at the time of posting, a position vacancy announcement. The Local 39 Representative or his/her designee has up to five (5) working days, after the closing date of each Local 39 classified position advertised, to notify the appropriate manager of Human Resources of the Local 39 bargaining unit member to serve on the Screening Committee for each applicable position.

##### **b. Notice of Selection**

Each applicant from the bargaining unit and Local 39 shall be notified that the position has been filled. The Local 39 Business Representative shall be provided with the name of the appointed applicant at the same time.

#### **10.5 Substitute Employee**

Substitute employees hired to fill a vacant bargaining unit position that has been formally announced for recruitment, may be employed for a maximum period of ninety (90) calendar days while recruitment and screening procedures take place.

#### **10.6 Nepotism**

On or after the date this Agreement is signed, persons may be employed at any facility in the District provided that neither spouse, domestic partners or any relative directly participates in making recommendations or decisions affecting the appointment, retention, tenure, work assignments, promotion, demotion, or salary of the spouse, domestic partner, or relative.





## **10.7 Employee Development**

The District encourages reasonable job related training for all employees in the bargaining unit. Toward this end, the District shall implement the following program.

1. Employees shall be encouraged to attend Peralta Community College District courses, which would enhance their job skills in their current position or qualifications for promotion. The District shall waive the fees for qualifying courses. Employees selecting courses scheduled during working hours shall, where possible, be granted flexible work hours to accommodate their class schedule. Employees who attend supervisor-approved courses, seminars, or conferences, shall be granted release time (at regular pay) to attend.
2. Attendance for scheduled classes for employee development will not exceed six (6) hours per week, or more than two (2) hours in any one (1) day per employee.
3. An employee must notify his/her/their immediate supervisor at least two (2) weeks in advance of the seminar, conference, or beginning of scheduled classes. It will be left to the discretion of the supervisor to allow more than one employee in his/her/their unit to attend a seminar, conference, or scheduled classes at the same time. Requests to attend a seminar/conference will be granted on first-come, first-served basis.
4. The District shall make known to employees local conference and educational seminars that target job skills development.

## **10.8 Filling of Vacancies**

1. Chief Engineer – The District will endeavor to maintain a Chief Engineer on staff at all times. When a vacancy for the Chief Engineer’s position becomes available, the District shall assign an individual to serve as an interim Chief Engineer until a permanent Chief Engineer has been hired. However, it is understood that the decision to determine staffing levels is the sole discretion of the District.
2. The Filling of Vacant Positions Authorized by the Chancellor to Recruit and Fill – The District will make every reasonable effort to fill and complete the hiring process in a timely manner regarding those vacant positions that have been authorized by the Chancellor to fill.
3. The District shall make every effort to fill all vacant bargaining unit positions in a classification prior to hiring hourly employees into the classification. The District will be allowed to hire an hourly worker to fill a vacant bargaining position for a maximum of ninety (90) calendar days while recruitment and screening procedures are taking place.

## **ARTICLE 11 NO STRIKES/NO LOCKOUTS**

- 11.0** It is agreed by the Union and the Employer that there shall be no strikes or lockouts during the term of this Agreement.

## **ARTICLE 12 HOURS OF WORK**

### **12.1 Workweek/day**

For full-time employees the workweek will be 40 hours within any seven (7) day period and the workday eight (8) hours within any twenty-four (24) hour period. Flexible schedules may be adopted by mutual agreement between the employees and management in a given work area for the entire work group, provided that management may restore the prior status quo at any time upon reasonable notice not to exceed 30 days to the employee(s) affected; provided further that in the event of an emergency, the status quo may be restored immediately.

### **12.2 Overtime**

The District agrees to compensate employees at the rate of one and one-half (1 1/2) times the employee's regular rate for each hour of work required in excess of the eight (8) hour workday or 40 hour workweek. Employees shall be compensated at the rate of one and one-half (1 1/2) times their regular rate of pay for work assigned on the sixth and seventh workday. For work on a holiday, employees shall be compensated at two and one-half (2-1/2) times the regular rate of pay.

For employees assigned shifts that begin before and end after 12:01 a.m., the holiday begins at the end of the shift. For example, if a shift begins at 10:30 p.m. and ends at 7:00 a.m., on a holiday, the holiday for employees assigned this shift begins at the end of the shift. If an employee on this shift is assigned to work beyond the end of the shift (beyond 7:00 a.m.), on a holiday, the employee would be entitled to holiday overtime pay for all hours worked on the holiday after 7:00 a.m.

### **12.3 Overtime Compensation**

Overtime shall be in pay or compensatory time at the employee's option. When an employee opts for compensatory time off, it must be granted within twelve (12) calendar months following the month in which the overtime was worked without impairing the services required of 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, by check, for all such time at the appropriate overtime rate based on the employee's current rate of pay.

### **12.4 Overtime Distribution**

The first level manager shall authorize overtime based on knowledge and skills from the site shift seniority classification list. The first level manager shall authorize overtime as needed from the site shift seniority classification list on a rotating basis.

In the event all campus employees refuse the overtime, the campus manager may offer the overtime assignment to an employee at another campus based on knowledge and



skills from the site shift seniority classification list. If the employee from another campus accepts the overtime, they will be paid two (2) times the regular rate of pay.

### **12.5 Lunch Periods**

The District will provide all bargaining unit members with an uninterrupted lunch period of not less than one-half (1/2) hour. Scheduled lunch periods and the work day may be extended by one-half (1/2) hour by mutual agreement between the employee and the first level manager and reduced to writing.

### **12.6 Rest Periods**

The District will 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 and supervision of the District during rest periods.

### **12.7 Annual Shift Alignment**

During the month of May of each year, each college and the District shall post its staffing requirement for each shift, each classification, and each site for the succeeding academic year. Only employees at the site shall be allowed to bid their shift preference based on the established shifts. For the purpose of this paragraph only, shift preference bids shall be awarded in accordance with classification site seniority.

As used in this paragraph, "shift" includes hours and work week. Notification of the outcome of the shift bidding process shall be made available to all affected employees during the month of June.

Shift assignments become effective on the first school day in August. Following completion of the annual shift bidding process, a list of final bid results will be sent to the union.

### **12.8 Vacant Shift Changes**

When the District posts notice of a vacancy at any district site, employees at that college who occupy the same classification on other shifts may bid to change to that shift using a transfer request form. Classification site seniority shall apply. If no employees at the site bid to change to that shift, after District-wide posting, employees at other sites who filed a transfer request form will be considered based on district-wide seniority. After this special bid process is completed, newly hired employees will be assigned to the shift in which the resulting vacancy occurred.

**12.9** If an event occurs which the District could not have planned for, necessitating a shift schedule change, the District and Union will meet to discuss alternatives and endeavor in good faith to resolve the problem. If the parties are unable to reach agreement, the provisions of the existing Agreement shall govern. Before the meeting, the District will give the Union information regarding the nature and duration of the event.

**12.10 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 between the following hours, or while on vacation, based on regular shift assignments, will be compensated for two (2) hours of compensatory time or overtime.

<u>Shift</u>	<u>Contact between</u>
Day	10:00 PM and 7:00 AM
Swing	1:00 AM and 9:00 AM
Grave Yard	9:00 AM and 5:00 PM

The contacted member will fill out a Classified Time Sheet requesting payment as overtime or compensatory time.

**12.11 4/10 Summer Work Schedule 2019**

During the summer of 2022, the Union agrees to work a 4/10 Summer Work Schedule for eight (8) weeks in duration for the following dates:

Start: Monday, June 6, 2022 (last day of the Spring semester is Friday, May 24, 2019)

End: Friday, July 29, 2022 (last 4/10 day). Employees will return to a 5-day, 8-hour work day on Monday, August 1, 2022.

During the week of July 1st – July 5th, Thursday, July 4th is a holiday, in observance of the Independence Day. Employees who choose Options 1 or 2 on the Work Week Options will work three 10-hour days this week and will receive one 10-hour holiday for Thursday, July 4th. Employees who choose Option 3 will work four 8-hour days and will receive one 8-hour holiday for Thursday, July 4th.

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

1. The standard work day during this period will be for ten (10) hours, from 8:00 a.m. to 6:00 p.m., which includes 30 minutes for lunch. However, at the discretion of the first level manager, employees may choose one of the following time and work week options:

TIME OPTIONS:

Option 1: 6:00 am – 4:00 pm (includes 30 minutes for lunch)

Option 2: 7:00 am – 5:00 pm (includes 30 minutes for lunch)



Option 3: 7:30 am – 5:30 pm (includes 30 minutes for lunch)

Option 4: 8:00 am – 6:00 pm (includes 30 minutes for lunch)

Option 5: 8:30 am – 6:30 pm (includes 30 minutes for lunch)

WORK WEEK OPTIONS:

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

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

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

In the event that all employees of a particular site and the same classification request to have the same 4/10 schedule, i.e., all Monday or all Friday off, assignments will be based on site seniority.

2. By the end of the day on Tuesday, May 21, 2019, each employee must inform their first-level manager of the work week and time options they wish to take during this period. The Office of Human Resources will issue the form on which the employee will indicate their work schedule.

This schedule will indicate whether the employee is agreeing to work either an 8- or a 10-hour day for each day during the designated period of the 4/10 work schedule.

3. If an employee who normally works a swing shift or graveyard shift works a 10-hour day, their workday starts two (2) hours earlier so that the ending time of their shift does not change.
4. All employees who work more than ten (10) hours per day during the 4/10 Summer Work Schedule will be entitled to overtime pay.
5. All work in excess of ten (10) hours in any 24-hour period shall be paid at one and one-half (1 1/2) times the regular rate for the first four (4) hours of such excess, and at two (2) times the regular rate for the balance of such excess.
6. The regular work schedule will return to a 5-day, 8-hour work day effective Monday, July 29, 2019.

The District deserves the right to modify the length, and may elect not to implement the 4/10 work schedule. In the event the District determines it will not implement the 4/10 work schedule, the District will provide the affected bargaining units with a rationale, and allow the bargaining units an opportunity to respond and provide alternatives to the District's rationale.

## **ARTICLE 13 MINIMUM CALL BACK**

**13.1** An employee required to return to the work site outside of his normal working hours due to an unanticipated event 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.

### **13.2 Scheduled Overtime**

Overtime pre-scheduled to occur on a non-regular work day or work shift shall be a minimum of two (2) hours.

### **13.3 Continuation of a work shift/Early Start**

No minimum hours guarantee exists for continuation of work shift or an early start.

## **ARTICLE 14 STAND-BY PAY**

**14.0** An employee who is required by a directive from a first level manager to remain available for duty (and is thereby placed on standby) and is restricted from travel to any area or location which would preclude his/her return to duty within one (1) hour, and is required to maintain their availability continuously by telephone (cellular or conventional), radio, or pager at all times during such stand-by period, shall be compensated six (6) hours at the straight time stand-by compensation for every twelve (12) hour period. The six (6) hour straight time stand-by compensation may be broken if canceled prior to six (6) hours by payment of three (3) hours straight time minimum stand-by pay.

## **ARTICLE 15 POSITION AUDITS/CLASSIFICATION STUDIES**

### **15.1. Definition of Desk Audit/Reclassification**

A position may be considered for desk audit/reclassification once a unit member has demonstrated that duties in a specific position can be shown that responsibilities or additional higher level duties have been added to the position, which is not reflected in the job description. An increase in the workload at the same level and working out of classification does not qualify for reclassification.

### **15.2 Reclassification Review Process**

A "window period" will be opened from November 1 to November 30 each year to provide unit members and management the opportunity to submit desk audit reclassification review requests. The reclassification process shall be completed the last working day in February of the year following the reclassification request.



The request will be accompanied by:

1. A complete reclassification request form, which should focus on what has changed about the position.
2. A copy of the unit member's current job description.
3. A copy of the job description for the proposed classification and any additional supporting documentation.
4. It will be signed by the unit member and the immediate supervisor, whose purpose is to acknowledge the application for reclassification review, not approve or oppose the request.

The Senior Human Resources Analyst, or other so designated by the Vice Chancellor of Human Resources & Employee Relations, will prepare an analysis of the reclassification request based on the following: the completed reclassification request form; a desk audit, if deemed necessary; internal and external audits of similar or related positions as necessary; interviews with the unit member and unit member's immediate supervisor and/or manager; and any other relevant information requested by the Vice Chancellor of Human Resources & Employee Relations.

The Senior Human Resources Analyst or designee will issue written recommendations for classification and salary range allocation based on the data provided, and forward these recommendations to the Vice Chancellor of Human Resources & Employee Relations, who will provide them to the Union.

The Vice Chancellor of Human Resources & Employee Relations, or designee, will review these recommendations.

The decision of the Vice Chancellor of Human Resources & Employee Relations will be communicate, in writing, to the unit member, the supervisor and the Union, with a copy of the new job description, on or before the February date for completion of the process. 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.

### **15.3 Effective date**

Reclassifications, once approved, will be effective on the date the reclassification request is received by Human Resources.

### **15.4 Appeals**

If the unit member disagrees with the reclassification decision, he/she/they may appeal. Such an appeal must be based upon errors or omissions in the reclassification review process and filed in Human Resources, with a copy to the Local 39 Business Representative, within 30 days of the date of the unit member's receipt of the notice

regarding the reclassification decision. If no appeal is filed, the decision becomes effective.

If an appeal is filed, the Appeal will be considered by an Appeal Panel: The Local 39 Business Representative and one designee, the Labor Representative for the unit, College/District manager appointed by the President/Chancellor, and the Vice Chancellor of Human Resources & Employee Relations or designee, with the Senior Human Resources Analyst serving as a resource. The Appeal Panel will consider the appeal within one month of the close of the 30- day appeal period. If no consensus is reached by the Panel the appeal may be moved to Step 2.

If within 30 days following a position audit and report by the Human Resources Office, the Union and the District are unable to reach agreement on the appropriate classification and pay rate for a position, the following will occur:

1. The Union and the District will jointly prepare a brief written statement of the reasons for their final position on the classification and pay rate for the position(s) in the study. A copy of this statement will be provided to the other party and to the classification and pay specialist.
2. The Union and the District will jointly select a classification and pay specialist, who has no connection to either the District or the Union, to conduct a hearing on the issues in dispute.
3. The hearing will be informal and strict rules of evidence will not be required. The purpose of the hearing is to provide an opportunity for both parties to present facts and arguments in support of their position.
4. The classification and pay specialist shall be limited to selecting either the District's or the Union's final proposal. The classification and pay specialist is not authorized to recommend any modification to either final proposal or to recommend a proposed resolution that is different from either the District or Union's final proposal.
5. The cost of the classification and pay specialist shall be shared on a 50/50 basis.

### **15.5 Salary and Anniversary Date**

Any unit member who is reclassified will be placed at the lowest classification step which provides an increase of at least five (5) percent. The unit member's evaluation and anniversary date, for purposes of step increases and longevity, shall not change. However, the annual evaluation date will change to reflect the date in which the reclassification became effective.

### **15.6 Classification of New Positions**





All newly created positions shall be processed and reviewed by the IUOE Local 39 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 the unit. If the Union does not respond within 30 days of written notification, the job description and salary schedule placement from Human Resources will be considered final.

### **15.7 Labor Market for External Salary Surveys**

Agencies to be used for salary surveys will include the 10 Bay Area Districts. There are 10 Community College Districts in the Bay Area. This group of Districts share information related to compensation and classifications.

The 10 Districts include:

- Chabot-Las Positas CCD
- Cabrillo Community College District
- Contra Costa CCD
- Hartnell Community College District
- Monterey Peninsula Community College District
- Ohlone College
- Peralta CCD
- San Francisco City College
- San Jose-Evergreen CCD
- West Valley-Mission CCD

**15.8** From the time the employee and his/her supervisor has completed and delivered all requested job audit forms and related information, the District shall complete a position audit/classification review within ninety (90) days. If because of workload or staff absences, the District is not able to meet this time line the union and the affected employee(s) shall be notified in writing. The notification shall include an estimated date for completion of the study.

Incumbents will not have their salary reduced if downward reclassification is implemented.

If within 30 days following a position audit and report by the Personnel Office, the Union and the District are unable to reach agreement on the appropriate classification and pay rate for a position, the following will occur:

1. The Union and the District will jointly prepare a brief written statement of the reasons for their final position on the classification and pay rate for the position(s) in the study. A copy of this statement will be provided to the other party and to the classification and pay specialist.
2. The Union and the District will jointly select a classification and pay specialist, who has no connection to either the District or the Union, to conduct a hearing on the issues in dispute.

3. The hearing will be informal and strict rules of evidence will not be required. The purpose of the hearing is to provide an opportunity for both parties to present facts and arguments in support of their position.
4. The classification and pay specialist shall be limited to selecting either the District's or the Union's final proposal. The classification and pay specialist is not authorized to recommend any modification to either final proposal or to recommend a proposed resolution that is different from either the District or Union's final proposal.
5. The cost of the classification and pay specialist shall be shared on a 50/50 basis.

## **ARTICLE 16 PHYSICAL EXAMINATIONS**

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

## **ARTICLE 17 VACATION PLAN**

### **17.1 Eligibility**

Members of the Local 39 bargaining unit, who have completed six (6) months of service as a probationary employee, shall accumulate vacation at the regular rate of pay earned at the time the vacation is commenced.

### **17.2 Vacation Requests**

There shall be a twelve (12) month vacation leave schedule with the following limitations:

In June, July, and August:

- a maximum of two Custodians, based on seniority, shall be allowed to take their vacation at the same time at each college site and at Physical Plant;
- a maximum of two Grounds employees, based on seniority, shall be allowed to take their vacation at the same time in Physical plant; and
- a maximum of two Maintenance employees, based on seniority, shall be allowed to take their vacation at the same time in Physical plant.

### **17.3 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.

### **17.4 Interruption of Vacation**



The 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.

#### **17.5 Paid Vacation**

If the employee is not permitted to take his/her annual vacation, the amount not taken shall accumulate for use in the next year. Annual vacation shall be earned according to the following schedule.

#### **17.6 Vacation Schedule**

- a. New employees will not accumulate vacation for six (6) months.
- b. Seven (7) months through five (5) years = ten (10) days' vacation.
- c. Six (6) years through ten (10) years = fifteen (15) days' vacation.
- d. Eleven (11) year = Sixteen (16) days' vacation.
- e. One (1) additional day per year after the eleventh (11th) year to a maximum of 20 days' vacation.

#### **17.7 Vacation Scheduling**

- a. Vacation periods of four (4) days or more shall be requested by employees at least ninety (90) days prior to the planned vacation. All vacation requests are subject to the approval of the first level manager. 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 employment seniority.
- b. A new classified employee of the District shall not be eligible to take any vacation until the first day of the calendar month after completion of six (6) months of active service with the District.
- c. Each employee is expected to request sufficient vacation each year so that the total vacation including vacation carried over from one fiscal year to the next fiscal year does not exceed an amount equal to two (2) times the annual vacation earnings entitlement as of the end of the most recently completed fiscal year. If an employee does not request sufficient vacation leave to meet the accrual limit, the employee's first level manager will schedule the employee for sufficient vacation leave such that the employee's total vacation leave balance is at or less than two (2) times the employee's annual vacation earnings entitlement.

#### **Example:**

Employee earns 10 days/year vacation.

Employee can carryover 10 days and earn 10 additional days for a total of 20 days.

Employees who accumulated more than two (2) times their annual vacation earnings entitlement prior to the date this Agreement is signed, retain their accumulated days.

Each work site (college campus or District Administrative Center) shall have available for review by each employee the leave transaction information necessary for the employee to know his/her vacation leave balance as of July 1 of each year. In addition, a notice reminding employees to check their vacation leave balance shall be posted in a prominent location at each work site.

### **17.8 Vacation Pay Upon Termination**

When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.

## **ARTICLE 18 HOLIDAY SCHEDULE**

**18.1** All employees covered by this Agreement shall be entitled to the following paid holidays provided they are in a working status during any portion of the scheduled working day immediately preceding or succeeding the holiday. All new employees shall not be paid for holidays preceding their first day of employment.

- a. January 1st – “New Year's Day“
- b. Third Monday in January – “Martin Luther King's Birthday”
- c. February 12th – “Lincoln's Birthday”
- d. Third Monday in February - "Washington's Birthday"
- e. Last day of Spring Break – “César Chávez Day” Observance
- f. May 18th – "Malcolm X's Birthday"
- g. Last Monday in May - "Memorial Day"
- h. June 19<sup>th</sup> – “Juneteenth” (effective 2022)
- i. July 4th - “Independence Day”
- j. First Monday in September – “Labor Day”
- k. November 11th - “Veteran’s Day”
- l. Fourth Thursday in November – “Thanksgiving Day”
- m. The day after Thanksgiving
- n. December 24th – “Christmas Eve”
- o. December 25th “Christmas Day
- p. December 31st - “New Year’s Eve”

**18.2** When a holiday herein listed falls on a Sunday, the following workday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding workday shall be deemed to be the holiday in lieu of the day observed. Holidays falling in an employee's regularly scheduled vacation period shall not be counted as vacation days, but shall be in addition thereto.



18.3 Employees who are on unpaid leaves of absence shall not be paid for holidays which occur during such leaves. In practice, employees who are not paid for the last working day before a holiday or the first working day after a holiday shall be considered to be on an unpaid leave of absence and shall not receive holiday pay.

18.4 If a holiday provided under the terms of this Agreement falls on an employee's regularly scheduled day off, the employee shall be granted a substitute holiday to be taken on the next regularly scheduled workday.

18.5 **Floating Holidays**

In addition to the above listed holidays, each employee covered by this Agreement shall be entitled to two (2) Floating Holidays each year, the scheduling of which shall be subject to approval by the first level manager. Such floating holidays are limited to two per fiscal year, must be used within the fiscal year, and do not carry over to "cumulate" from one fiscal year to the next.

**Additional Holidays**

Additional holidays shall be granted when required by state or federal statute, regulation or decree.

18.6 **Year-End Holiday Closure Days**

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

**ARTICLE 19 EMPLOYEE EVALUATIONS**

19.1 **Performance Evaluations**

The first level Administrator shall evaluate the employee by means of a performance review. The following schedule shall be followed for the completion of the performance evaluation.

- a. For regular probationary employees, at the end of the second and fifth months of service.
- b. For all regular permanent employees, the evaluation will occur annually, within 60 days in which the employee attained permanency in his/her present position, or date of reclassification.
- c. For any regular employee, at the time a critical incident (which beneficially or adversely affects the public service) occurs. Such a performance evaluation is considered a legitimate record of the District's continuing appraisal.

19.2 **Procedure**

The following procedure should be adhered to in regard to performance evaluation reports.

- a. The performance evaluation reports shall be completed by the employee's first level manager outside the bargaining unit, as designated by management.
- b. The reports shall be completed on forms prescribed by the District.
- c. Upon completing the Performance Evaluation Report, the evaluator shall present it to the employee and discuss it with him/her.
- d. The employee shall then sign the report in order to indicate his/her receipt and he/she shall retain a signed copy. In the event the employee is no longer supervised by the person preparing the evaluation, it may be delivered by certified mail.
- e. The employee evaluation shall not be subject to the grievance procedure.

### **19.3 Personnel Files**

- a. The official personnel file and the official grievance file shall be maintained separately at the District Office. Employees shall be provided with copies of any derogatory written material ten (10) working days before it is placed in the employee's personnel file. During these ten (10) workdays, the employee shall have an opportunity to respond in writing to such derogatory material and have his/her written response attached thereto. Materials 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.
- b. 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 the purpose without salary reduction. Employees wishing to review their personnel file under the provisions of this paragraph will obtain authorization to be released from duty for that purpose from the first level manager. Employees wishing to review their personnel file shall call the Personnel Office in advance and schedule an appointment to inspect their personnel file.
- c. An employee, upon reasonable notice to his/her supervisor and the Personnel Department, shall have the right without loss of pay to examine and/or obtain copies of any material from his/her personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved. The employee's personnel file shall be available for examination by the Business Representative as authorized by the employee.

## **ARTICLE 20 DISTRICT'S DRIVING POLICY**

**20.1** Persons driving District vehicles shall possess and maintain the appropriate valid



California driver's license at all times. Every twelve (12) month period, the District may conduct a Department of Motor Vehicle (DMV) check on employees who drive District vehicles except in the event of an at-fault accident, the District may conduct an immediate DMV check. In the event the DMV check determines that the employee is a negligent driver, the District may take the following action:

- a. The District will place the employee in a non-driving position within his/her classification, if such position is available.
- b. The District will place the employee in a non-driving position in another classification covered under the provisions of this Agreement, if such a position is available.
- c. The employee, if appropriate, may drive his/her own vehicle provided he/she is able to meet the then existing District primary liability insurance limits for bodily injury and property damage coverage.
- d. If there are no positions available as described above, the employee will be placed on a non-paid leave of absence until DMV no longer considers the employee as a negligent driver.

The list of the DMV violation point assignment is available through the District's Risk Management Department.

## **ARTICLE 21 TRANSFERS**

### **21.1 Transfer Requests**

Vacancies shall be filled subject to the following provisions:

- a. Before the District considers utilizing an external applicant pool for custodial vacancies, a position announcement will first be advertised internally throughout the District to provide an opportunity for current permanent custodians to apply. The position announcement will be advertised for the period of five (5) working days and the District Transfer Request Form must be submitted by the deadline date indicated on the announcement.

Applicants for transfer shall be given consideration and granted an interview with the Hiring Manager prior to consideration of external applicants. The Hiring Manager's decision shall not be subject to the grievance procedure.

- b. A bargaining unit employee may request a lateral transfer from one position to another in the same classification at a different employment site when a position becomes available. The District shall consider the transfer requests of permanent unit employee(s), if a request is submitted during the announcement period of a vacant position using the application method prescribed for all other applicants.

- c. If more than one (1) permanent bargaining unit employee request lateral transfer, the District shall give consideration to district-wide seniority.

## **21.2 Temporary Transfers**

- a. For the term of this Agreement, the transfer of employees in custodial classifications from one (1) work location to other work sites on a temporary basis may be initiated by the District management at any time such transfer is judged to be in the best interest of the District but shall not exceed 45 working days within any fiscal year. The 45 days of transfer shall be in inverse rotating seniority order.
- b. Mileage at the rate stipulated in this Agreement shall be paid to transferred employees in an amount equal to the increased distance only, from the employees' home to the site to which they are transferred or the District shall furnish transportation.

## **21.3 Involuntary Transfers**

If due to service requirements 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 may be made by selecting employees in inverse order of seniority among employees competent to perform in the assignment.

## **ARTICLE 22 GRIEVANCE PROCEDURE**

### **22.1 Purpose**

To provide an orderly procedure for reviewing and resolving grievances promptly.

### **22.2 Section 1 - Definitions**

- a. "**Grievance**" is any complaint of a member involving interpretation, application, or alleged violation of this Agreement. It is the intent of the parties to review and resolve grievances at the lowest possible administrative level.
- b. A "**grievant**" may be any member of the bargaining unit covered by the terms of this Agreement.
- c. A "**day**" (for the purpose of this grievance policy) is any day on which the District Office of the Peralta Community College District is open for business.
- d. The "**immediate supervisor**" is the employee's first level administrator.. An Administrator is a person employed by the Board in a supervisory or management position as defined in Government Code Sections 3540 et seq. An Administrator, regardless of job description, has authority to hire, transfer, suspend, recall, promote, discharge, assign, reward, or discipline other employees, or have the responsibility to assign work to and direct them, adjust their grievances, or effectively recommend such action.





### 22.3 Section 2 - Time Limits

The bargaining unit members who fail to comply with the established time limits at any step will forfeit all rights to the further application of the grievance procedure for the alleged violation of this Agreement. If the District fails to comply with time limits, the grievant may advance grievance to the next level.

### 22.4 Section 3 - Other Provisions

- a. **"Application"** - Grievance, as defined in this Agreement, shall be brought only through this procedure.
- b. **"Grievance Processing Limits"** - The grievance procedure must be invoked within 30 days of the time the grievance or alleged grievance could reasonably have become known to the member.

### 22.5 Section 4 - Informal Discussion - Oral

Prior to a member initiating this grievance procedure, an informal discussion shall take place between the member and his/her immediate supervisor. The member may be represented by the Union.

### 22.6 Level I

- a. If the grievance is not resolved by informal discussion, it shall be stated in writing on the "Grievance Report" form as provided by the District, signed by the grievant and presented to his/her immediate supervisor, with a copy sent to the Union and the Vice Chancellor for Human Resources and Employee Relations or his/her designee.
- b. The "Grievance Report" form must be complete, including, but not limited to full employee name, all facts giving rise to the grievance, the date of occurrence, the date of informal discussion, and shall state and identify by appropriate reference all provisions and sections of this Agreement alleged to be violated; shall state the contention of the employee with respect to these provisions; and shall indicate the specific relief, action, or remedy requested.
- c. Either party shall be entitled to a personal conference on request. The first level manager shall communicate a decision to the grievant with a copy to the Vice Chancellor for Human Resources and Employee Relations or his/her designee in writing within twelve (12) days after receiving the grievance and such action will terminate Level I. If there is no response, the grievance moves to Level II.

### 22.7 Level II

- a. 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 Vice Chancellor for General Services within five (5) days after the termination of Level I.

- b. This statement shall include a copy of the original grievance, a written copy of the decision rendered by his/her supervisor (attached), and a clear, concise statement of the reasons for the appeal. The grievant or the Vice Chancellor for Human Resources and Employee Relations or his/her designee shall be entitled to a personal conference on request.
- c. The Vice Chancellor for Human Resources and Employee Relations shall communicate a decision within fifteen (15) days after receiving the appeal and such a decision shall terminate Level II.
- d. By mutual consent of the Union and the Vice Chancellor of Human Resources and Employee Relations or her/his designee, Level II may be bypassed, and the grievance moves to Level III.

**22.8 Level III**

- a. If the grievant is not satisfied with the results of his/her grievance at Level II, he/she may continue to Level III. The grievant shall fill out and file Level III of the Grievance Form with the Chancellor or his/her designee within ten (10) days of the written response to Level II from the Vice Chancellor for Human Resources and Employee Relations.
- b. The Chancellor or his/her designee shall provide his/her response in writing to the grievant, the Union, and the Vice Chancellor for Human Resources and Employee Relations within ten (10) days.

**22.9 Level IV**

- a. If the grievance is not resolved at Level III, only the Union may, within ten (10) days, submit the grievance to binding arbitration.
- b. The selection of an arbitrator to hear a grievance shall be in accordance with Article 8.6 of this Agreement.

The arbitrator may hear testimony, receive written briefs, interview witnesses, and conduct any investigation he/she/they deems appropriate, and shall render an award to the Chancellor or his/her/their designee as soon as possible and practicable. The Chancellor shall forward the award to the Board of Trustees at its next regular meeting. The Board of Trustees shall adopt the arbitrator's award.

The cost of the arbitrator's recommendation shall be borne equally by the District and the Union. 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 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.

## **ARTICLE 23 RETIREMENT**

### **23.1 PER Contributions**

The District shall continue the current contribution to the Public Employees' Retirement System (PER) to the extent and limits required by PER.

### **23.2 Definition**

A retired employee is one who has applied for and is eligible to receive a retirement benefit from PER for service (age 50 or older) or disability (regardless of age), and who has been employed by Peralta Community College District immediately prior to retirement for ten (10) or more years. If, following retirement from District service, a unit member who meets the retired employee definition is employed in a PERS covered position and subsequently retires, the retiree will retain his/her status as a retired employee.

### **23.3 Retirees Health and Welfare Benefits**

#### **a. Medical Coverage**

1. All collective bargaining unit members retiring from the District during the term of this Agreement shall be offered medical coverage that is consistent with the coverage offered to active employees currently and in the future. This includes spouse, domestic partner and eligible dependents.
2. Coverage ceases for dependents upon the death of the retiree. In the case where both husband and wife are eligible retirees, coverage shall continue until the death of both retirees.
3. Those retirees who are eligible for Federal Medicare coverage (Part A and Part B) at age 65 shall apply for such coverage.
4. The retiree will be required to sign a statement (to be reaffirmed annually) that he/she is not receiving medical benefits (other than Medicare) from another source. If he/she is, the retiree will not be eligible to receive the medical benefits from the Peralta Community College District.

#### **b. Life Insurance**

All collective bargaining unit member's from age 50 to 65 who retire from regular service shall be maintained (at the District's expense) through age 65 on the District group life insurance policy provided for employees through age 65. The retired employee shall have the option to convert to an individual permanent plan at their own expense.

## **ARTICLE 24 HEALTH AND WELFARE BENEFITS**

### **24.1 Health and Welfare Benefits (See Appendix 1)**

The District shall provide to each unit member and his/her/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).

### **24.2 The parties agree that the Fringe Benefits Committee shall continue to study manners and mechanisms which will impact health and welfare costs to the District.**

The Fringe Benefits Committee shall consist of representatives from PFT, SEIU Local 1021, Peralta Retirees Organization (PRO), IUOE Local 39 and Management to review potential changes and/or modification to health and welfare plans. The role of the Committee shall be limited to making recommendations to the unions and the District.

### **24.3 District Offered Health and Welfare Benefits**

**The District will offer the following health and welfare benefit plans to eligible employees:**

#### **A. Medical Plan**

Kaiser Foundation Health Plan will be at no cost to the eligible employees and their qualifying dependents.

1. 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 additional wellness benefits (referred to as “Value Added Programs”) are attached at Appendix 1.

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

**D. Long-Term Disability Insurance**

All Long Term Disability plans shall be contractually arranged by the District and said contracts are hereby made a part of this agreement.

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

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

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

**E. Vision Benefit**

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

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 Optical Services: Eyewear purchased 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 copayment is for every plan participant.

**F. Employee Assistance Program**

Provided by the District.

**G. Flexible Benefits Plan and Commuter Expense Plan**

Available to eligible employees.

**H. Survivor Rights**

Employees hired and enrolled in a medical insurance plan as of July 1, 2022 are eligible for the following survivor benefits:

1. Upon the death of the employee, the surviving spouse and all dependent children and posthumous children (until all such children would no longer be eligible to receive paid medical benefits had the employee survived) shall receive paid medical benefits consistent with the coverage provided to active employees at the time of the employee's death. Said spouse shall then have the option of buying into the District medical benefits program by the timely payment of premiums as stipulated by the District for the lifetime of the spouse or as long as s/he is eligible under the guidelines identified above.



- a. Only the surviving spouse and dependent children (including posthumous children) covered by the employee's medical plan at the time of the death of the employee are eligible for this coverage.
- b. In the event of the death of the employee and/or his/her spouse, the dependent children and posthumous children of the employee shall receive paid medical benefits until all such children would no longer be eligible to receive paid medical benefits had the employee survived.
- c. If there are no dependent children, the surviving spouse shall have the option of buying into the District medical benefits program by the timely payment of premiums as stipulated by the District for the lifetime of the spouse or until s/he is no longer eligible under the guidelines identified below.
- d. Eligibility for medical benefits will terminate for the surviving spouse and dependent children upon the re-marriage of the surviving spouse.
- e. Eligibility for medical coverage will apply only if the surviving spouse and dependent children have no other group medical coverage or if the surviving spouse must pay for other group health coverage. Annual documentation will be required.
- f. Coverage under the District's medical plan will be secondary to any other medical coverage.
- g. Eligibility for this benefit replaces COBRA. The surviving spouse and dependent children will not be eligible for COBRA.

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

**1. Hired on or after July 1, 2004**

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

Employees hired on or after July 1, 2004 who retire before the attainment of age of Medicare eligibility (currently 65 with minor exceptions) and who have 10 (ten) years or more of service will be able to continue coverage under the Active plan at district expense until s/he reaches the age of Medicare eligibility (currently 65). Retired Union members, upon reaching age 65, shall enroll in Medicare Parts A & B in order to maintain medical benefits. Non-election in Medicare Parts A & B shall be cause to terminate the retiree's and eligible dependents' District-paid health benefits upon 30 days' notice from the District. 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 39 7/1/00-6/30/03 contract) shall be covered under the Active plan at district expense until s/he reaches the age of Medicare eligibility (currently 65), or until s/he is no longer a dependent as defined in the aforementioned contracts. In the event of the death of the retiree prior to the spouse or dependent reaching the age of Medicare eligibility (currently 65), the dependent may purchase the Active plan until s/he reaches the age of Medicare eligibility (currently 65).

- b. Employees hired on or after July 1, 2004 who work full-time beyond the attainment of age of Medicare eligibility will remain on the District's medical plans, like any other active employee. Once retired, an employee may elect COBRA (self-pay) on the plan in which they were enrolled.

They shall also enroll in Medicare Parts A and B, upon proof of notification from the District. It is the Retiree's responsibility to maintain a current address and telephone number with the District.

## 2. Hired before July 1, 2004

- a. The intent of this agreement is to have all active employees, including those who are not currently paying into Medicare, eligible for and enrolled in Medicare when they reach the age of Medicare eligibility (currently 65). 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.
- b. 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.
- c. 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 (current 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.





- d. 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.
- e. 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 to 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.
- f. 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.

3. **All employees retired on or after July 1, 2012**

The District self-funded medical plan is currently administered by CoreSource. Retirees will not be subject to the monthly premium contributions of active unit members for the PPO Lite plan. Retirees who elect the PPO Traditional health benefit plan will pay the premium difference between the PPO Lite plan and the PPO Traditional health plan for retiree, based on Medicare eligibility.

**Retirees who elect the PPO Lite Plan**

- Year 1: Status quo for people who retire AND move out of California.
- Year 2 & 3: Revisit out-of-state networks.

The parties will examine the adequacy of the network of out-of-state providers of the PPO Lite plan for retirees who move out-of-state after 7-1-13.

4. **All employees hired at any time**

- a. All currently active employees hired at any time are eligible to participate in these District-sponsored health and welfare plans:
  - Choice of either a PPO medical plan or a prepaid health plan (Kaiser), includes eligible dependents, spouse or domestic partner.
  - Dental plan through the Delta Dental Insurance or United Healthcare Dental or such other plan that provides equivalent benefits, includes eligible dependents, spouse and domestic partners

- Life and Accidental Death and Dismemberment Plan
- Long Term Disability Plan
- Flexible Benefits Plan
- Commuter Expense Plan

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

**F. Dental Insurance** or such other plan that provides equivalent benefits.

**G. Life Insurance** - District paid.

**H. Long-Term Disability Insurance** - All Long Term Disability plans shall be contractually arranged by the District and said contracts are hereby made a part of this agreement.

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

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

**I. Vision Benefit**

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 visual examination. If this practitioner prescribed corrective lenses, then there is a vision hardware benefit available. It is offered on an in and out-of-network basis.

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

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

<u>Exam</u>	\$40.00
<u>Lenses</u>	Single vision \$40.00, Bifocal \$60.00, Trifocal \$90 and Lenticular \$90
<u>Frames</u>	\$45.00



Contact Lenses in Lieu of Eyeglasses (lenses and frame)

Elective	\$150.00 (less any network fitting/evaluation fee)
Necessary	\$210.00

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

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

**J. Employee Assistance Program**

Provided at District expense.

**24.4 Conditions of Eligibility**

- a. Coverage begins on the first of the month following the date of hire, provided the following conditions are met:
  1. Actual date of hire is prior to the 20th of the month;
  2. All enrollment forms for health and welfare benefits are received by the District prior to the 20th of the month.
- b. 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.
- c. 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.
- d. Dependent coverage is to be paid in full by the District. 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
- e. The District shall provide a semi-annual orientation with brochures describing each benefit program and provider; information about other insurance that is available to

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

**24.5 Registered Domestic Partners**

Benefits provided by the Kaiser Foundation Health Maintenance Organization, Self-funded Plans or other medical plans with equal or better benefits and the Dental Plans have been extended to registered domestic partners as defined by California Family Code section 297.

**24.6 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 24 may be reopened.

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

- a. 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.
  - i. 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) for medical (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 case-in-lieu.

- b. In addition to the medical monthly flat reimbursement for waiver of coverage due to other group medical coverage, a flat monthly amount of \$25 for group dental waiver is also available. Again, this reimbursement is an all or nothing option, employee and all eligible dependents (if applicable) must waive off the plan to be eligible for this flat reimbursement amount.
  - o Participation on the opt-out option for group medical and/or group dental is 100% voluntary; and
  - o The amount is paid on a monthly basis; and
  - o The amount is paid on an after-tax basis (taxable income to the employee); and
  - o The amount will not be pro-rated to the FTE; and



- Election of group medical and group dental opt-out is mutually exclusive, the member may elect to opt-out of medical only, dental only or medical and dental combined; and
- Continues into retirement until the attainment of Medicare eligibility.

#### **24.8 Opt-out Election**

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

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

#### **24.9 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 IUOE Local 39 the same amount paid to other employee groups for opting-out.

#### **24.10 Opt-in**

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

Qualifying events: Marriage, Divorce, Legal Separation, Birth, Adoption, Death, Termination of employment (unit member or eligible dependents); Exhaustion of COBRA, Individual no longer resides or works in HMO service area, individual ceases to be a dependent, Plan terminates a benefit plan option, involuntary loss of coverage under another group plan, 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.

#### **24.11 Health Insurance Transition Saving Market Increase**

Effective January 1, 2023, or effective simultaneous with the effective date of the new District-proposed SISC medical insurance plans, whichever is later, salary schedules will be increased by four percent (4%). This increase will occur if and only if the District and Union agree to transition to SISC medical insurance plans and revisions to Article 24

Health and Welfare Benefits. The changes to Article 24 and this market increase are contingent on District-wide implementation.

Effective January 1, 2023, or effective simultaneous with the effective date of the new District-proposed SISC medical insurance plans, whichever is later, the District shall add a new Step 6 at 5% above the existing Step 5 (top step).

If the District does not implement District-wide changes to the health insurance plan by January 1, 2023, parties agree to a reopener on Article 24.

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 (not to include the one time decrease in the District's OPEB savings and will not include the decreased ongoing annual OPEB cost), 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 Local 39 share, SEIU Local 39 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.

#### **24.12 Re-Openers**

For any increase or decrease in funding from the State such as cost of living and growth monies, either party may re-open negotiations regarding the allocation of these funds.

### **ARTICLE 25 SAFETY**

#### **25.1 District Compliance**

The District shall conform to and comply with all applicable health, safety, and sanitation guidelines.

The District is required to do the following:

1. Provide and promote the use of safety devices and safeguards to reasonably assure employee health and safety.
2. Use methods and processes which are reasonably adequate to insure employee health and safety.
3. Inform employees about harmful substances in the workplace.

#### **25.2 Safety Committee**



A District Safety Committee shall be formed with a Local 39 member from each site to review health, safety, sanitation, and working conditions to ensure compliance with applicable statutes and regulations. The Committee shall make recommendations to the District appointed administrator who shall chair the Safety Committee meetings. The member shall be appointed by the Business Representative.

### **25.3 Release Time**

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

### **25.4 No Discrimination**

No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of applicable health and safety regulations.

### **25.5 Safety Precautions**

Each bargaining unit member shall observe normally acceptable precautions in the performance of his/her assigned duties. Custodians shall not use a ladder in excess of ten feet in height.

## **ARTICLE 26 PAY AND ALLOWANCES**

### **26.1 Night Shift Differential**

The District agrees to compensate for shift differential at the rate of five (5) per cent for swing shift and seven (7) per cent for graveyard shift. All other provisions applicable to payment of these shift differentials shall remain as presently exist.

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.

Employees who work four (4) or more hours after 4 p.m. (non-overtime hours) are designated as swing shift employees.

Employees who work four (4) or more hours (non-overtime hours) after 12 a.m. midnight are designated as graveyard shift employees.

### **26.2 Salaries**

#### **“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 IUOE Local 39 the same salary increase paid to other employee groups.

The District and IUOE Local 39 shall meet to discuss any additional funding received by the District.

**Fiscal Year 2022-23**

The District will provide Local 39 regular employees a one-time, permanent 6% Cost of Living Adjustment (COLA). The increase will be retroactive effective July 1, 2022, so long as Local 39 ratifies a tentative CBA by August 31, 2022, and the Board of Trustees adopts the CBA by the second regular Board meeting in September 2022.

**Fiscal Year 2023-24**

On July 1 of Fiscal Year 2023-24 the District will provide regular employees a one time, permanent Cost of Living Adjustment (COLA) equal to 85% of the Cost of Living Adjustment funds it receives from the state.

**Fiscal Year 2024-25**

On July 1 of Fiscal Year 2024-25 the District will provide regular employees a one time, permanent Cost of Living Adjustment (COLA) equal to 85% of the Cost of Living Adjustment funds it receives from the state.

**Fiscal Year 2019-2020**

The District will provide Local 39 regular employees a one-time, permanent 3.26% Cost of Living Increase (COLA). The increase will be retroactive to July 1, 2019.

The parties agree that there will be no reductions in compensation during the term of the Agreement and that any negotiated increases shall be retroactive to July 1, of the contract reopener year.

**Fiscal Year 2017-2018**

Effective July 1, 2017, the District shall provide a 1.5% (one and one-half percent) for IUOE Local 39 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.

**Fiscal Year 2016-2017**





The District will provide IUOE Local 39 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 IUOE Local 39 employees.

#### **Fiscal Year 2015-2016**

The District will provide IUOE Local 39 the equivalent of a 3% across-the-board salary increase, effective July 1, 2015, on the permanent employees' Salary

Schedule for fiscal year 2015-2016 only for employees who were employed with the District on or after July 1, 2015.

#### **Fiscal Year 2014-2015**

The District will provide IUOE Local 39 the equivalent of a 3% across-the-board salary increase, effective July 1, 2014, on the permanent employees' Salary Schedule for fiscal year 2014-2015 only for employees who were employed with the District on or after July 1, 2014.

#### **Fiscal Year 2013-2014**

- A. The District will provide Local 39 the equivalent of a 3% across-the-board salary increase effective July 1, 2013, on the permanent employees' Salary Schedule for fiscal year 2013-2014 only for employees who were employed with the District on or after July 1, 2013.
- B. In addition, for fiscal year 2013-2014, the District will provide Local 39 a one-time sum of the equivalent of 1% of prior year (2012-2013) PERS earned wages credit. This credit is off the salary schedule and will be used by Local 39 employees to offset anticipated Delta Dental employee costs in 2013-2014.
- C. In the event the employee's 1% off the salary schedule increase is insufficient to pay their contribution of \$127.00 for Delta Dental, the District shall deduct the balance from the first monthly paycheck in which the receives the 3% salary increase, as described under A above.

### **26.3 Step Increases**

- a. An employee shall be moved to the next step of the salary range after completion of the probationary period as defined in §7.20. Thereafter, the employee shall receive an annual step increase. The date of the first step increase shall be the anniversary date for annual step advancements.
- b. Regular annual increments, or step advancements, are provided to employees working on a regular basis for three-quarters (3/4) or more of the fiscal year. Employees

working less than three-quarters (3/4) of the fiscal year shall not receive a step advancement on their anniversary date.

**26.4 Longevity Benefits**

Effective the first full pay period following ratification of successor negotiations and approval by the Board of Trustees, longevity payments will be as follows:

<u>Length of Service</u>	<u>Annual Installment</u>
1st day of 10th year of service	\$1,375 per year
1st day of 15th year of service	\$1,650 per year
1st day of 20th year of service	\$1,925 per year

**26.5 Class A or B Commercial Driver's License**

Effective the month following the month in which this Agreement is signed, Warehouse-Worker Drivers who are required to operate vehicles for which a Class A or B Commercial License is required by law or regulation shall be placed at Salary Range 39 during the period of time the employee has the required valid license. Warehouse-Worker Drivers who do not possess the required Class A or B driver's license will be placed at Salary Range 38. Assistant Warehouse Supervisors who possess the required Class A or B Commercial License will be placed at Salary Range 43. Assistant Warehouse Supervisors who do not possess the required license will be placed at Salary Range 42. Warehouse Supervisors who possess the required Class A or B Commercial License will be placed at Salary Range 50. Warehouse Supervisors who do not possess the required license will be placed at Salary Range 49.

This provision replaces the former provision of a 2-1/2% pay differential for employees who are required to possess a Class A or B Commercial Driver's License.

**26.6 Special Payments**

**a. Underpayment**

When it is determined that an error has been made in the calculation or reporting in any unit member's payroll or in the payment of any unit member'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.

**b. Overpayment**

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

When a unit member receives an overpayment, the unit member 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.



c. The following method will be used for reimbursement:

1. The unit member and the District will attempt to agree on the method of repayment.
2. If agreement on method of repayment is not reached, the following shall be used:
  - (a) If overpayment has been made in one (1) check, the repayment shall be made in three (3) equal payments.
  - (b) 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. When an overpayment has occurred and repayment has been made, the District shall, upon request, supply the unit member with documentation.

#### **26.7 Out of Class Pay**

Employees required to perform work in a higher classification shall receive a five (5) percent differential or the first step of the salary range of the higher classification, whichever is greater for the entire period worked in the higher classification.

**26.8** An employee authorized to use his/her vehicle on District business shall be reimbursed in accordance with Board policy for all miles driven on behalf of the District. 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. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District assigned business. This provision is effective the first of the month following the signing of a new Agreement.

#### **26.9 Multi-Lingual Pay**

Effective first full pay period following ratification of successor negotiations and approval by the Board of Trustees, employees represented by Local 39 who are required either by their job description or in writing by their first level manager to utilize a second language shall be eligible for 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 must be verified by the first level manager either in writing or designated in the job description.

#### **26.10 Stipends**

The District shall create ongoing certification/licensing opportunities with an annual schedule for all Local 39 members. It will be the responsibility of the District to locate certification/licensing programs and ensure the information is disseminated to Local 39 members. When applicable, Local 39 members may receive training through the I.U.O.E. Training Department.

Beginning January 2020, Local 39 members will have twelve (12) calendar months to complete up to three (3) applicable certification/licensing opportunities or renewals to be eligible for an additional payment of \$300 per Professional Pay Stipend, for an annual total of \$900. The payments will be made in the months of January and/or July depending on when the certification is completed. Upon separation from the District, it will be the Local 39 member's responsibility to contact Human Resources to request payment for any unpaid Professional Pay Stipends for completed certification/licensing programs. To verify completion of the program, Human Resources will consult with Risk Management, or the member will submit documentation to be eligible for Professional Pay Stipend payment upon separation. The Local 39 member shall have thirty (30) calendar days from the date of separation to request payment.

Upon completion of certification/licensing, the Local 39 member will receive written verification, upon request, and be responsible for providing the District evidence of completion to the District's Office of Risk Management.

Local 39 members will not be responsible for the fees associated with certification/licensing. Unless otherwise noted on the certification list, all certifications/licenses shall expire twelve (12) months after being issued. The District shall make a reasonable effort to identify additional certification/licensing opportunities each year.

All Professional Pay Stipends shall be paid as supplemental pay, and shall be paid by timesheet with applicable proof of certification/license attached.

The District, in conjunction with Local 39, will prepare and provide updates to a mutually agreeable list of certifications/trainings/licenses that are applicable to each classification. The District will ensure sufficient, prior notice to all members of upcoming trainings. At any time a project arises District-wide that requires specialized certification, the member shall be required to complete the project, or task assigned, within their classification. Refusal to complete said project may result in disciplinary action. This provision will not be used to avoid the payment of overtime.

Certification training shall be scheduled during work hours, and employees shall be allowed to attend with advance approval of their first level administrator. Fire, life and safety emergencies at any District location may supersede scheduled certification training.

The District shall create ongoing certification/ licensing opportunities with an annual schedule for all Local 39 members. It will be the responsibility of the District to locate certification/licensing programs and ensure the information is disseminated to Local 39 members. Where applicable, Local 39 members may receive training through the I.U.O.E. Training Department.

Members of Local 39 that have received up to three (3) applicable certifications/licenses between July 1, 2018 and December 31, 2018, will be eligible to receive \$300 per certification/license, for a total of \$900, to be paid in January 2019. Beginning January



2019, Local 39 members will have twelve (12) calendar months to complete up to three (3) applicable certification/licensing opportunities, or renewals, to eligible for an additional payment of \$300 per Professional Pay Stipend, for an annual total of \$900.

Upon completion of certification/licensing, the Local 39 member will be responsible for providing the District evidence of completion to the District's Office of Risk Management.

Local 39 members will not be responsible for the fees associated with certification/licensing. Unless otherwise noted on the certification list, all certifications/licenses shall expire twelve months after being issued. The District shall make a reasonable effort to identify additional certification/licensing opportunities each year.

All Professional Pay Stipends shall be paid as supplemental pay, and shall be paid by timesheet with applicable proof of certification/license attached.

The District in conjunction with Local 39 will prepare, and provide updates to, a mutually agreeable list of certifications/trainings/licenses that are applicable to each classification. The District will ensure sufficient, prior notice to all members of upcoming trainings.

At any time a project arises District-wide that requires specialized certification, and such certification has been obtained by a Local 39 member, and a Professional Pay stipend was received for such certification, the member shall be required to complete the project, or task assigned, within their classification . Refusal to complete said project may result in disciplinary action. This provision will not be used to avoid the payment of overtime.

Certification training shall be scheduled during work hours and employees shall be allowed to attend, with advance approval of their first level administrator. Fire, life and safety emergencies at any District location may supersede scheduled certification training.

## **ARTICLE 27 LAYOFF AND RE-EMPLOYMENT**

- 27.1** The District agrees to comply with Education Code Sections 88127 and 88014 and other applicable laws and with corresponding decisions by courts of appropriate jurisdiction as those decisions and as the Education Code relates to the subject of layoff and re-employment.
- 27.2** 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 on the same date.
- 27.3** The District will take the following factors in order presented into consideration prior to notifying an employee of his/her layoff (who has been hired on the same date in the same class as another or other employees), such that factor one takes precedence over factor two, factor two over factor three, etc.:

- a. Total service time in the classification (or plus total time in higher classifications). Appropriateness of the ensuring ramifications of the layoff (such as: the employee's expected ability to perform in the position he/she would "bump" into, affirmative action implications, special or outstanding qualifications in the current or bumped into positions, mutual desires of the employees involved, etc.).
- b. Total service time in all classifications within the District (total seniority service).
- c. Productivity (i.e., evaluations on file, schedule performance, etc.).

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

27.5 It is understood that employees hereby give their representative access to review the facts upon which the District's decision was made when such decision is questioned by the grievant or Local 39.

27.6 With the exception of probationary employees, all layoffs are subject to the grievance procedure contained in the Collective Bargaining Agreement.

27.7 Summer Work

- a. When positions are available for summer work, bargaining unit members employed less than twelve (12) months per year shall have first opportunity to fill these positions within their classification, provided that an employee notifies the District Personnel Office in writing four (4) calendar months in advance of the conclusion of the calendar work year to fill such position within his/her classification.
- b. Additionally, the District will give consideration to employees having made proper notification to the District of their desire to fill such position in other classifications. Regular employees working under this provision will be maintained on health and welfare.
- c. No employee covered by the terms of this Agreement will be laid off or suffer a reduced work year during the term of this Agreement until after the parties have met and conferred on the impact of such layoff or reduction.

**ARTICLE 28 DISTRIBUTION OF CONTRACT**

28.0 The District agrees it shall cause to be duplicated, copies of this Agreement as soon as practicable after settlement is reached. The cost of duplicating shall be shared 50/50 by the District and Local 39.

**ARTICLE 29 OPENERS**



The parties agree to reopen Article 26 (Pay and Allowances) on July 1, 2020 and July 1, 2021 for negotiations over compensation increases.

- 29.1 Local 39 shall submit their contract proposal to the District not later than the regular Board meeting in April of the year in which this Agreement becomes amendable and the Board shall hold the public hearing on the proposal at the next regular Board meeting.
- 29.2 The terms and conditions of this Agreement will remain in full force and effect during negotiations of the subsequent Agreement. The District and Local 39 mutually agree to commit to participate in Interest Based Bargaining in successor agreement negotiations.
- 29.3 The Union and the District will re-open negotiations for up to three (3) noneconomic articles.

### **ARTICLE 30 WAIVER CLAUSE**

- 30.1 This Agreement may be altered, changed, added to, deleted from, or modified only through the mutual consent of the parties. Parties expressly waive and relinquish the right, and each agree the other shall not be obligated during the term of this Agreement to bargain collectively with respect to any subject or matter whether referred to or covered in this Agreement even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or Local 39 at the time they negotiated or executed this Agreement.
- 30.2 Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly signed by both parties.

### **ARTICLE 31 SEVERABILITY**

#### **31.0 Savings Clause**

If, during the life of this Agreement, any law or any order issued by a court or other tribunal of Competent Jurisdiction, shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be inoperative so long as such law or order shall remain in effect, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. In the event of suspension or invalidation of any

Article or Section of this Agreement, the parties mutually agree to meet and negotiate within 60 days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

### **ARTICLE 32 SUCCESSOR CLAUSE**

- 32.0 Agreement shall be binding upon the successors or assigns of the parties hereto and no rights or obligations provided in this Agreement shall be in any manner affected by any sale, merger, or assignment by either party hereto.

**ARTICLE 33 UNION/DISTRICT CONSULTATION**

**33.1** The Chancellor will designate at least one (1) seat on the Budget Advisory Committee (BAC) and the Chancellor's Policy Advisory Committee (CPAC) for a member of the Local 39 bargaining unit.

**33.2 Joint Labor/Management Workshops**

- a. During the term of this Agreement, the parties have agreed to schedule and conduct at least one (1) workshop concerning the Agreement. The purpose of the workshop is to discuss and increase understanding of the contract's provisions and the roles and responsibilities of the Union representatives/ members and District managers in the administration of the Agreement. The workshop is not for the purpose of discussing grievable issues.
- b. The workshop will be limited to a length of two (2) hours. Shop stewards will be given release time to participate in the workshop.
- c. Additional workshops may be conducted by mutual agreement. Attendance may be expanded to include bargaining unit employees by site or job classification who are not serving as Union stewards.

**ARTICLE 34 DURATION**

This contract renewal shall be effective as of July 1, 2022, and shall continue in full force and effect from July 1, 2022 through June 30, 2025, and become amendable thereafter.

FOR IUOE LOCAL 39:

FOR PERALTA COMMUNITY COLLEGE DISTRICT:

\_\_\_\_\_  
Date

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Date

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Date

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Date

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Date

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Date

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Date





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FOR IUOE LOCAL 39:

Thomas Medellin 3/26/24  
Thomas Medellin Date

Jeff Gladieux  
Jeff Gladieux Date

Brandy Johnson 4/9/2024  
Brandy Johnson Date

Bart Florence 5/15/24  
Bart Florence Date

FOR PERALTA COMMUNITY COLLEGE DISTRICT:

Tammeil Gilkerson 03/21/2024  
Tammeil Gilkerson Date

Ronald McKinley 03/21/2024  
Ronald McKinley Date

Andrea Epps 03/21/2024  
Andrea Epps Date

Amy Brandt 03/12/2024  
Amy Brandt Date

JSN



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