

**Service Employees International Union (SEIU) Local 1021 and  
Peralta Community College District (PCCD)  
Successor Collective Bargaining Agreement Negotiations**

District Counterproposal – Article 2

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

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

Dues/COPE/Union-Sponsored Benefit Program Deduction

2.1 T The District shall honor an employee's check-off authorization for dues, COPE (political contribution) or other Union-sponsored program (assessments, initiation fees), which are submitted in writing, through electronically recorded phone calls, via online deduction authorization, or by any other means of indicating agreement allowable under state and federal law, regardless of whether the employee is a member of the Union.

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

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

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

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

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

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

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

~~2.5.6~~ SEIU Local 1021 agrees that in the event of litigation against the District or employees arising out of the implementation of this Article, SEIU Local 1021 will defend, ~~and~~ indemnify, and hold harmless ~~to~~ the District, its agents, ~~or~~ and employees for any monetary award arising out of such litigation.

2.6 Quarterly Membership Information

The employer shall produce to SEIU Local 1021's Membership Department on a regular ongoing monthly basis, every 90 days a malleable electronic file (in an Excel or CSV file) format containing the following information:

1. Full Name (first, middle, last, suffix)
2. Employee Number
3. Job Classification
4. Job Type (full-time, part-time)
5. Bargaining Unit
6. Hours worked in the preceding payroll period, which are the basis for the dues deduction amount
67. Pay Step
78. Pay Rate
9. Pay Status (active, on leave, separated from employment, etc.)
810. Department
911. Division (subcode of the department)
1012. Worksite

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District Counterproposal – Article 2

For the District:   
Tammeil Gilkerson (Mar 12, 2024 21:07 PDT)

Dr. Tammeil Gilkerson

For SEIU Local 1021:   
Mohammad Kashmiri (Mar 6, 2024 21:27 PST)

Mo Kashmiri

For the District:   
Ronald McKinley (Mar 12, 2024 17:12 PDT)

Ronald McKinley

For SEIU Local 1021:   
Richard Thoele (Mar 10, 2024 15:20 PDT)

Richard Thoele

For the District:   
Che Johnson (Mar 12, 2024 17:10 PDT)

Che Johnson

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District Counterproposal – Article 3

**3.1 Equal Employment Opportunity**

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

**3.1.1** In accordance with Title 5, California Code of Regulations, A District Equal Employment Opportunity Advisory Committee shall be formed with ~~a~~ Local 1021 members consistent with the EEO Plan specifications from each site to meet on release time with the Equal Employment Opportunity Officer.


**3.2 No Discrimination**


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

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


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**District Counterproposal – Employee Rights 2/23/23**

**4.1 Personnel Files**

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

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

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

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

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

Sealed documents may be unsealed and reviewed in the event of investigation of alleged subsequent misconduct and may be utilized by the District in subsequent disciplinary actions or litigation, or when considering a

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candidate for promotion. They may also be unsealed, reviewed and produced in response to court order.

The "sealing" process is as follows: (a) the District shall respond in writing to the employee, indicating which, if any, of the documents in question shall be sealed. (b) The responsible District manager shall place documents to be sealed in a manila envelope at the front of the personnel file. The manager shall write on the "flap" of the envelope the date of sealing and the manager's name, and shall then apply transparent tape over the written entry and the flap to secure the envelope.

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

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

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

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

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

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**District Counterproposal – Employee Rights 2/23/23**

4.4 New Employee Orientation

4.4.1 The District shall ~~make every attempt to provide each newly hired employee with a mandatory~~ one hour and in-person new employee orientation meeting, ~~within the first seven (7) calendar days from the date of hire at the next regularly scheduled orientation following their date of hire.~~

New employee orientations will be conducted by the District no less than once a month and no more than twice a month. The District shall provide SEIU with a monthly advance notice of the schedule of dates and times for the orientations, each Tuesday and Thursday at 11:00 a.m. and 3:00 p.m. respectively. When an orientation falls on a District Holiday falls on a Tuesday or Thursday, the District and the Union will select an agreed-upon orientation will be scheduled on the next business day and date will be reflected on the schedule to reschedule the new employee orientation. Exceptions to the new employee orientation schedule shall be on a case by case basis. The District and the Union shall agree on a-an assigned time for the Union to present within the schedule.

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

A. The District shall provide ~~ten-thirty (1030)~~ thirty (30) days' advance notice to the Union, of any new employee orientation. ~~Thirty (30)~~ thirty (30) days' advance notice may not be provided in the event of an urgent need that is critical to the District's operations that is not reasonably foreseeable. The District shall provide the Union with notification, whenever feasible, of the names of the expected participants, within 48 hours of the scheduled new employee orientation.



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4.4.3 Meeting with Union Designee(s)

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

4.4.4 Annual Training

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

4.4.5 Release Time

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

4.4.6 Neutrality

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

4.4.7 Facility and Resource Access

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


4.4.8 Employee Information

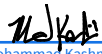
The Employer shall provide the Union [Chapter President, and data@seiu1021.org](#) ~~designee(s)~~ with electronic notification in an editable electronic format (such as an Excel or CSV file) of the name, job title, department, work location, work, home and personal cellular telephone numbers, home address, and personal and work e-mail addresses of any newly hired employee within thirty (30) calendar days of the date of hire, or by the first pay period of the month following hire.

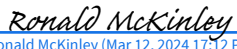
The District shall provide the Union [Chapter President and data@seiu1021.org](#) with an updated electronic notification in an editable electronic format (such as an Excel or CSV file) of the name, job title, department, work location, work, home and personal cellular telephone numbers home address,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


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Dr. Tammieil Gilkerson

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**TA – Evaluations 11/3/22**

**5.1** A labor and management committee (aka DUPC) including representatives of Local 1021 ~~and Stationary Engineers (Local 39)~~ shall review and, if necessary, approve any new modifications to the evaluation forms annually in March.

The following procedure shall be strictly adhered to:

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

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

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

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

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**TA – Evaluations 11/3/22**

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

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

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

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


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**TA – Evaluations 11/3/22**

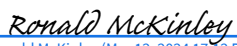
satisfactory, unless the unit member has been otherwise notified in writing of less than satisfactory performance and/or a need to improve.


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

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

For the District:   
Dr. Tammieil Gilkerson  
Tammieil Gilkerson (Mar 12, 2024 21:07 PDT)

For SEIU Local 1021:   
Mo Kashmiri  
Mohammad Kashmiri (Mar 6, 2024 21:27 PST)

For the District:   
Ronald McKinley  
Ronald McKinley (Mar 12, 2024 17:12 PDT)

For SEIU Local 1021:   
Richard Thoele  
Richard Thoele (Mar 10, 2024 15:20 PDT)

For the District:   
Che Johnson  
Che Johnson (Mar 12, 2024 17:10 PDT)

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

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

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

6.4 Support of Agreement


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


6.5 Distribution of Contract

Within three (3) months after ratification of this Agreement by the Board of Trustees, the District and Union shall finalize the integration of all tentative agreements and make the contract available to all employees online on the Human Resources website. Employees may request a printed copy of the contract from HR, or print it themselves at any District or campus printer. shall cause to be printed copies of this contract for distribution to all employees in the bargaining unit and future bargaining unit employees to be hired within the effective period of the contract. The cost of printing the Agreement and any additional required copies shall be born equally by the District and Local 1021,


6.6 Legal, Unrestricted and Non-confidential Information

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

For the District:   
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(Mar 12, 2024 21:07 PDT)

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**District Counterproposal – Article 7 (combined with Appendix 4, Article 13) – Officer  
and Steward Release Time**

**3.30.23**

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

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

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

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

[MOVED FROM APPENDIX 4]

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

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

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

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



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

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

[MOVED FROM 13.19]


### 7.7 SEIU Local 1021 Leave


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

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


~~7.8 Persons eligible will be the Peralta Chapter President of SEIU Local 1021 and/or their designees.~~

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

For the District:   
Dr. Tammeil Gilkerson

For SEIU Local 1021:   
Mo Kashmiri

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**District Counterproposal – Hours and OT 12/21/23**

**ARTICLE 9**

**HOURS AND OVERTIME**

**9.1 Workday/Workweek**

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

**9.2 Adjustment of Assigned Time**

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

**9.3 Lunch Periods**

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

**9.4 Rest Periods**

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

**9.5 Overtime**

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

**9.5.1 Overtime compensation shall be as follows:**

- a. All work in excess of eight (8) hours in any 24 hour period shall be paid for at one and one-half (1 1/2) times the regular rate for the first six (6) hours of such excess and at two (2) times the regular rate for the balance of such excess. This provision shall not be applicable when excess hours are required by a schedule adjustment requested by the employee or part of a

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regular flextime schedule requested by the employee, and subject to the approval of the first level manager. The Union and the District recognize and accept that certain positions in some areas (assessment, registration, and special events such as graduation) necessitate temporary schedule adjustments. The District is committed to giving reasonable notice to employees in such positions of the need to modify their schedules to accommodate college workflow. The SEIU Local 1021 and the District will create a mutually agreeable list of the positions in the relevant classifications. Any additions to this list must be mutually agreed to as well.

- b. One and one-half (1 1/2) times the regular rate of pay for hours worked on the sixth consecutive day of work.
- c. Employees will be compensated at one and one-half (1 1/2) times the regular compensation rate in addition to the regular compensation rate when required to work on a holiday.

**9.6 Split Shift Differential Compensation**

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

**9.7 Shift Differential**

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

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

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

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

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

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**9.8 Compensatory Time Off**

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

**9.9 Minimum Callback/Call In Time**

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

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

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

**9.10 Standby Pay**

An employee who is required by ~~his/her~~their first level manager to be available for duty is restricted from travel which would preclude ~~his/her~~their return to duty within one (1) hour, and is required to maintain telephone contact during such period, shall be compensated for ~~four-six~~ (64) hours at the straight-time rate for every 24 hour period. If the ~~four-six~~ (64) hour straight-time standby compensation is broken prior to twelve (12) hours, payment of ~~two-three~~ (32) hours at straight time shall be made.

**9.11 Summer Work**

- a. When summer work positions are available, bargaining unit member employees employed less than twelve (12) months per year but more than nine (9) months per year shall have first opportunity to fill these positions within their classification provided that such employee notify the District Human Resources Office, in writing, by May 1 preceding the summer in which that employee wishes to work, of ~~his/her~~their desire to fill such available summer work.

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- b. Additionally, the District will give consideration to employees having made proper notification to the District of their desire to fill such positions in other classifications. Regular employees working under this provision will be maintained on health and welfare.

**9.12 Registration Assignments**

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

**9.13 At Home Contact**

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

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

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

**9.14 4/10 Summer Work Schedule**

~~In fiscal year 2012-2013, the union agreed to work a 4/10 Summer Work Schedule beginning June 4, 2012 and ending August 10, 2012. Any future proposals of a 4/10 Summer Work Schedule are subject to negotiation annually between the District and SEIU Local 1021, and are included in Appendix 6.~~

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

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

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

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

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

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

SCHEDULE EXAMPLES:

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

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

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

WORK WEEK EXAMPLES:

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

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

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

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


2. Each employee must inform their first-level manager if they would like to schedule an alternative time or work week option no later than two weeks before the summer work week implementation. The Office of Human Resources will create an e-form for the purpose of an alternative work schedule.
3. If an employee who normally works a swing shift or graveyard shift will work a 10-hour day, their standard work day will start two hours earlier so that the ending time of their shift will not change. However, this schedule can be changed by mutual agreement of the employee and the first-level manager.
3. All employees who work more than 10 hours per day during the 4/10 summer work schedule will be entitled to overtime pay. All work in excess of ten (10) hours in any 24-hour period shall be paid for at one and one-half (1 and ½) times the regular rate for the first four (4) hours of such excess and at two (2) times the regular rate for the balance of such excess.


**Service Employees International Union (SEIU) Local 1021 and  
Peralta Community College District (PCCD)  
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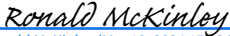
**District Counterproposal – Hours and OT 12/21/23**


**9.15 - NEW SECTION - Secondary Assignments –**


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

For the District:   
Tammeil Gilkerson (Mar 12, 2024 21:07 PDT)  
Dr. Tammeil Gilkerson

For SEIU Local 1021:   
Mohammad Kashmiri (Mar 6, 2024 21:27 PST)  
Mo Kashmiri

For the District:   
Ronald McKinley (Mar 12, 2024 17:12 PDT)  
Ronald McKinley

For SEIU Local 1021:   
Richard Thoele (Mar 10, 2024 15:20 PDT)  
Richard Thoele

For the District:   
Che Johnson (Mar 12, 2024 17:10 PDT)  
Che Johnson



Service Employees International Union (SEIU) Local 1021  
and  
Peralta Community College District (PCCD)

District Counterproposal- Working Out of Classification  
10/16/23

## 10.7 Working Out of Classification

All employees will be assigned within their classification. If an employee is assigned to work out of classification, including in lateral classes, and in lower classifications where the duties are inconsistent with those assigned to the employee on a permanent basis, ~~his/her~~ their first-level manager shall, prior to the assumption of such duties, put such assignment in writing and shall indicate the start date, compensation rate, reasons, length, and duties of the assignment and prioritization of the remaining workload for part-time duties. First-level managers shall submit a form indicating an employee's working out of classification through PeopleSoft prior to the employee's assumption of duties. A copy of the request shall be provided to the Employee and Union simultaneously through PeopleSoft at the time it is completed. During their probationary period, unit members shall not be assigned duties outside of their classification or that are not reflected in the job description.


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


10.7.2 If assigned duties on a full-time basis which constitute a higher classification, the employee will be placed on the appropriate range for that classification for the entire period ~~he/she they are~~ is required to work in the higher classification. If assigned duties on a full-time basis in a lateral classification, which is unrelated to the employee's regular classification for a period of five (5) days or more, the employee is entitled to out-of-class pay for the entire period of the out-of-class assignment.

a. An employee assigned to work as described ~~above~~ in 10.7.2 or on a part-time basis, ~~shall receive at least five percent (5%) above his/her/their base rate regular rate of pay or the top step in the appropriate pay range for the assignment if a five (5%) percent increase would exceed the top step.~~


b. An employee assigned to work the duties of a lower classification under this Article 10.7 shall not suffer a reduction in salary. An employee subject to such reassignment shall not be eligible to receive out-of-class pay.




For the District:   
Dr. Tammeil Gilkerson  
Tammeil Gilkerson (Mar 12, 2024 21:07 PDT)

For SEIU Local 1021:   
Mo Kashmiri  
Mohammad Kashmiri (Mar 6, 2024 21:27 PST)

For the District:   
Ronald McKinley  
Ronald McKinley (Mar 12, 2024 17:12 PDT)

For SEIU Local 1021:   
Richard Thoele  
Richard Thoele (Mar 10, 2024 15:20 PDT)

For the District:   
Che Johnson  
Che Johnson (Mar 12, 2024 17:10 PDT)

**PERALTA COMMUNITY COLLEGE DISTRICT – SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 1021  
DISTRICT’S PROPOSALS  
SUCCESSOR COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS  
Date: 2/16/23**

**10.8 Desk Audits/Classification Studies**

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

Two "window periods" will be opened from May 1 through May 31 and November 1 through November 30 each year to provide unit members the opportunity to submit desk audit/reclassification review requests. If approved, the reclassification decision (pay and seniority) shall be retroactive to the date of submission up to two years. Any existing submissions prior to the ratification of this agreement in 2023 shall be retroactive to the date of submission.

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

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

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

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

c. The Vice Chancellor of Human Resources and Employee Relations or designee will issue written recommendations for classification, changes to

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INTERNATIONAL UNION, LOCAL 1021  
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Date: 2/16/23**

the job description (if any) and salary range allocation, and provide it to the Union and to the employee at the same time.

d. The Union may request to meet and confer over any disagreement, dispute, or questions regarding the outcome of the desk audit and recommendation of the Vice Chancellor of Human Resources and Employee Relations within 30 days after receipt. If the Union does not request to meet and confer, the determination from Human Resources will be considered final.

~~e.e. If within~~ lf, following meet and confers, -30 days following a "desk" or position audit and report by the Human Resources Office, the Union and the District are unable to reach agreement on the appropriate classification and pay rate for position, the following will occur:

1. Within 30 days of the meet and confer, ~~t~~The Union and the District will jointly select a classification and pay specialist, who has no connection to either the District or the Union, to conduct a hearing on the issues in dispute.
2. The Union and the District will ~~jointly~~ each prepare a brief written statement of and reasons for their final position on the classification and pay rate for the position(s) in the study. A copy of this statement will be provided to the other party and to the classification and pay specialist within thirty (30) working days of the hearing.
3. The hearing will be informal and strict rules of evidence will not be required. The purpose of the hearing is to provide an opportunity for both parties to present facts and arguments in support of their position. Five days prior to the hearing, the parties shall exchange anticipated exhibits.
4. The classification and pay specialist shall be limited to selecting either the District's or the Union's final proposal. The classification and pay specialist is not authorized to recommend any modification to either final proposal or to recommend a proposed resolution that is different from either the District or Union's final proposal.
5. The cost of the outside classification and pay specialist shall be shared on a 50/50 basis. The selection list of the outside classification and pay specialists will be mutually agreeable between the District and Union. The outside classification and pay specialist selection list shall be upgraded every three years in order to obtain current and best-qualified candidates for their

**PERALTA COMMUNITY COLLEGE DISTRICT – SERVICE EMPLOYEES  
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expertise in the field of job evaluation. The outside classification and pay specialist shall submit their decision within thirty (30) working days.


6. Procedural violations of this section 10.8 are subject to the grievance procedure. The outside classification and pay specialist's resolution of the merits of a reclassification request is not subject to grievance procedure.

f) The reclassification process shall be considered final following: 1) a signed agreement (including a finalized job description, seniority list, and any owed payment) by the parties or 2) a written selection by the classification specialist and if necessary, finalization of job description, seniority list, and any owed payment.


**10.9 Classification of New Positions**


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

For the District:   
Dr. Tammeil Gilkerson

For SEIU Local 1021:   
Mo Kashmiri

For the District:   
Ronald McKinley

For SEIU Local 1021:   
Richard Thoele

For the District:   
Che Johnson

**Service Employees International Union (SEIU) Local 1021 and  
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**District Counter Proposal – Article 12 – Employee Expenses and Materials  
10.20.22**


**ARTICLE 12 EMPLOYEE EXPENSES AND MATERIALS**


**12.10 Medical Examination**

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


**12.2 Cell Phone Stipend**

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

For the District:   
\_\_\_\_\_  
Dr. Tammeil Gilkerson (Mar 12, 2024 21:07 PDT)  
Dr. Tammeil Gilkerson

For SEIU Local 1021:   
\_\_\_\_\_  
Mo Kashmiri (Mar 6, 2024 21:27 PST)  
Mo Kashmiri

For the District:   
\_\_\_\_\_  
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Ronald McKinley

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Richard Thoele (Mar 10, 2024 15:20 PDT)  
Richard Thoele

For the District:   
\_\_\_\_\_  
Che Johnson (Mar 12, 2024 17:10 PDT)  
Che Johnson

**Service Employees International Union (SEIU) Local 1021 and  
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Successor Collective Bargaining Agreement Negotiations**

**Tentative Agreement – Article 14 – Vacation**

**ARTICLE 14 VACATION**

**14.1 Eligibility**

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

**14.2 Accumulation**

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

**14.2.1 Twelve (12)-Month Employee**

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

a. ~~One~~

~~(1) through five (5) years:~~

~~Ten (10) days vacation (.83 days vacation for each month of service)~~

~~b. Six (6) through Ten (10) years:~~

~~Fifteen (15) days vacation (1.24 days vacation for each month of service)~~

~~c. Eleven (11) years and over:~~

~~Fifteen (15) days vacation, plus one (1) additional day of vacation for each additional year of service after ten (10) years not to exceed a maximum of twenty (20) days at the completion of fifteen (15) years of service.~~

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**14.2.2 Proration**

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

**14.3 Vacation Pay**

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

**14.4 Vacation Pay Upon Termination (~~Resignation / Retirement~~)**

When an employee is terminated for any reason after the completion of probation, ~~he/she~~they shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination and said payment shall be made on a supplemental check within fifteen (15) working days of the last day worked.

**14.5 Vacation Postponement**

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

**14.~~X5-1~~ Vacation Denials**

If for any reason an employee is not permitted to take all or part of ~~his/her~~their annual vacation, the amount not taken shall be accumulated for use in the following year. In a circumstance in which an employee is denied a vacation request, and such denial resulted in the employee exceeding the 350 hour accrual maximum, an employee shall submit an e-form in HCM to HR requesting additional vacation accruals due to the denial of annual vacation. Denials that result in vacation leave in excess of accrual maximum of 350 shall be accounted for separately in HCM. Vacation time not accrued during the year resulting

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from a vacation denial shall be loaded at the end of the calendar year. Managers and employees shall enter into a dialogue to determine alternative vacation dates. The alternative vacations will be scheduled as soon as agreed to by both parties.

**14.6 Holidays During Vacation**

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

**14.7 Vacation Scheduling**

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

All vacation request shall be submitted in PeopleSoft Employee Self-Service. Information and training on PeopleSoft Employee self-service is available to all employees. Vacation periods of four (4) working days or more shall be requested by employees at least ~~30~~ twenty (20) days prior to the planned vacation. Except for emergencies, requests for three (3) days or less shall be made at least five (5) working days in advance. All vacation requests are subject to the approval of the first-level manager. The first-level manager shall respond using PeopleSoft Manager Self-Service to all vacation requests as soon as possible, but no later than ten (10) working days. In cases of vacation requests of three (3) days or less, the first level manager shall respond no later than three (3) working days. The District shall create an automatic reminder in PeopleSoft to -require management response. Denial, modification, or scheduling of vacation by the first level manager is to be done reasonably based on service needs and the seniority provisions of this Article. If there is a denial or modification to a vacation request, the first-level manager shall provide the reasoning in writing.

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

**14.8 Vacation Accrual** ~~7.2~~ Each employee is expected to request sufficient vacation each year so that the total vacation hours, including vacation carried over from one ~~fiscal~~ year/month to the next ~~fiscal year/month~~, does not exceed ~~an amount equal to three hundred and fifty (350) hours. two (2) times the annual vacation earnings entitlement as to the end of the most recently completed fiscal year.~~ If an employee does not request sufficient



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vacation leave to meet the accrual ~~limited, the employee's first level manager will schedule the employee for sufficient vacation leave such that the employee's total vacation leave balance is at or less than two (2) times the employee's annual vacation earnings entitlement~~ three hundred and fifty (350) hours. ~~The first level manager will work with the employee to endeavor to find a mutually agreeable time to take vacation leave that exceeds the accrual maximum.~~

Example:

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

~~Following, Following implementation of the monthly accrual loading into PeopleSoft, Effective the first pay period of FY 2024-25, employees shall not be allowed to accumulate vacation hours in excess of three hundred and fifty (350) hours except as provide for under 14.5.1~~ two times their annual vacation accrual. ~~Employees, who accumulated more than three hundred and fifty (350) hours prior to implementation of monthly accrual loading July 1, 2024~~ two (2) times their annual vacation earnings entitlement prior to the date this Agreement is signed, retain their accumulated vacation leave days in an Excess Vacation Bank as described below. HCM shall contain accurate information necessary for each employee to know their leave balances. 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. Employees who receive additional vacation days for not using their sick leave under CBA section 13.6.10 shall not have those days count against the maximum accrual of 350 hours. This will be tracked separately in HCM.

**One-time Vacation Balance Adjustment:** ~~Employees who have vacation accrual in excess of 200300 hours as of the implementation of monthly loading into PeopleSoft will be provided with two distinct vacation banks: Regular Vacation Bank and Excess Vacation Bank. All vacation accrual that occurs following the ratification of this agreement~~ implementation of the monthly accrual loading will be directed into the Regular Vacation Bank. When any employee reaches 350 hours in their Regular Vacation Bank, they will stop accruing vacation leave hours until the balance falls below 350 hours. Employees with excess vacation hours will first draw down vacation leave from their ExcessRegular Vacation Banks.

~~Following implementation of the Excess Vacation Bank, employees with more than 200300 hours of vacation accrual shall have their regular vacation bank set to 200300 hours and all other hours placed in the Excess Vacation Bank. This one-time~~

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**Tentative Agreement – Article 14 – Vacation**

adjustment will allow employees to accrue additional vacation hours while they are working to reduce their excess vacation accruals.


**Automatic Excess Vacation Bank Cash Out**


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

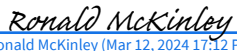
It is the Parties' intent that once exhausted, the Excess Vacation Banks shall be abolished.

**14.98 Interruption of Vacation**

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

For the District:   
Dr. Tammeil Gilkerson

For SEIU Local 1021:   
Mo Kashmiri

For the District:   
Ronald McKinley

For SEIU Local 1021:   
Richard Thoele

For the District:   
Che Johnson

**Service Employees International Union (SEIU) Local 1021 and  
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**Tentative Agreement – Article 15 – Holidays  
11/3/22**


**15.1 Scheduled Holidays**


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


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

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

For the District:   
Tammieil Gilkerson (Mar 12, 2024 21:07 PDT)  
Dr. Tammieil Gilkerson

For SEIU Local 1021:   
Mohammad Kashmiri (Mar 6, 2024 21:27 PST)  
Mo Kashmiri

For the District:   
Ronald McKinley (Mar 12, 2024 17:12 PDT)  
Ronald McKinley

For SEIU Local 1021:   
Richard Thoele (Mar 10, 2024 15:20 PDT)  
Richard Thoele

For the District:   
Che Johnson (Mar 12, 2024 17:10 PDT)  
Che Johnson

**Service Employees International Union (SEIU) Local 1021 and  
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**District Counterproposal – Temporary Transfers 10/13/22**


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and  
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**Tentative Agreement on District Counterproposal  
Article 16.1 Temporary Transfers  
As of 10.28.22**


**16.1 Temporary Transfers**

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

For the District:   
Tammeil Gilkerson (Mar 12, 2024 21:07 PDT)  
Dr. Tammeil Gilkerson

For SEIU Local 1021:   
Mohammad Kashmiri (Mar 6, 2024 21:27 PST)  
Mo Kashmiri

For the District:   
Ronald McKinley (Mar 12, 2024 17:12 PDT)  
Ronald McKinley

For SEIU Local 1021:   
Richard Thoele (Mar 10, 2024 15:20 PDT)  
Richard Thoele

For the District:   
Che Johnson (Mar 12, 2024 17:10 PDT)  
Che Johnson

**Service Employees International Union (SEIU) Local 1021 and  
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**District Counterproposal – Promotions and EE Development 12/08/23**

**ARTICLE 17**

**PROMOTIONS AND EMPLOYEE DEVELOPMENT**

**17.1 Definitions**

The following definitions apply to this Article:

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

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

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

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

**17.2 Promotion Procedure**

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

**17.2.1 Posting of Vacancies**

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

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

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The announcement shall be posted ~~on bulletin boards in all District locations in prominent locations at all work sites and mailed to all online SEIU Local 1021 stewards at their job locations~~ at least ten (10) working days before the application deadline for temporary vacancies and ten (10) working days before the applications deadline for permanent vacancies. The District shall share its intent regarding the recruitment of open positions upon SEIU's written request.

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

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

- a. When a temporary vacancy exists for ~~in the highest~~ classifications of SEIU Local 1021 that correspond to at a Range 7595 or above on the permanent employee salary schedule (see existing Job Classifications in Exhibit X), the District agrees to post an announcement of the temporary vacancy to allow ~~District employees~~ bargaining unit members an opportunity to work out-of-class to gain knowledge and experience for career advancement. The following guidelines will govern this section.
  1. A temporary vacancy is a funded ~~vacancy funded by the District general funds, child care, EOPS and Lanterman funds,~~ in a bargaining unit classification lasting for sixty (60) days or more. Vacancies which the District intends to advertise and fill immediately do not fall within this category. If a temporary vacancy extends beyond ninety (90) days, it shall be posted within five (5) days.
  2. Employees applying for a temporary out-of-class assignment must meet the minimum qualifications for the position posted and must apply using a District application form within the time period stated on the announcement.
  3. The District shall, within five ten (105) days of the ~~deadline date that the post closes, or the date of submission of their application if there is no closure date on the posting,~~ certify each applicant who meets the minimum qualifications.

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4. If there are more than three (3) qualified applicants, the District may select from these qualified applicants. If there are three (3) or less qualified applicants, then the most senior qualified applicant shall be selected.
  5. The District may hire an outside applicant only if there are no internal bargaining unit member- candidates who meet the minimum qualifications.
  6. An employee working out-of-class can be terminated from the temporary position for reasonable cause as stated under Article 22.4 or if the District determines that there is no longer a need for the out-of-class duties. The employee would then regain his/her/their 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/their original position as a result of filling a temporary vacancy.
  7. Employees who have a complaint regarding the filling of a temporary vacancy can file a grievance with the Vice Chancellor for Human Resources and Employee Relations, or their designee, at the District Office. Record of such grievances shall be kept separate from an individual's personnel file and will be treated in strict confidentiality.
- b. The above conditions are in addition~~a~~ to Section 10.4 of this Agreement. The District does not guarantee a permanent promotion to the employee working in an out-of-class assignment.

**17.2.3 Filling Permanent Vacancies**

- a. In order to be considered for a permanent vacancy, the Employee must apply for the position and meet the minimum qualifications**
- b. All internal applicants who meet the minimum qualifications for a vacancy shall receive a first-level interview with the screening committee.**
- c. Pursuant to District practice, hiring managers shall not participate in the screening committee interviews.**

**Service Employees International Union (SEIU) Local 1021 and  
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**District Counterproposal – Promotions and EE Development 12/08/23**

**d. Employees shall be notified in writing regarding the outcome of the selection process.**

**e. In the event the District determines an internal applicant is not qualified for an existing promotional position, the District shall notify the Union of such decision within five (5) days, in writing, stating the reasons for the decision. Upon the Union's request, the District will meet on said decision. The decision of the District shall not be subject to the grievance procedure**

**17.2.3 Filling Permanent Promotional Vacancies**

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

**17.2.4 Open Competitive Promotional Process**

- ~~a. If there are not enough qualified applicants to hire through the internal hiring process outlined above, the following process shall apply:~~



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**District Counterproposal – Promotions and EE Development 12/08/23**

- ~~1. The Chairperson of each screening committee will be given a list of applicants in which internal applicants will be identified.~~
  - ~~2. **Rule of Three:** The names of the candidates with the top three (3) scores shall be forwarded to the appointing authority for consideration. In the event of a tie, four (4) names may be submitted.~~
- ~~b. Only affirmative action requirements may dictate an exception to the rule of three, as outlined above. When the District determine such affirmative action requirements are present, the Equal Employment Officer shall notify the Union and, upon request, furnish documentary proof.~~

**17.2.5 Screening Committees**

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

**17.2.6 SEIU Local 1021 Appointee Disagreements with Hiring Screening Committee**

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

**17.2.7 Notice of Selection**

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

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

**17.3X No Discrimination**

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

**17.4 Employee Training**

~~a. All classified employees shall be eligible for reimbursement for tuition at PCCD for training (i.e. courses, seminars, and conferences) that is approved by the District and for training that is mutually acceptable to the employee and his/her/their first-level manager.~~

a. The District encourages reasonable job-related training, when applicable, for all employees in the bargaining unit.

b. Employees shall be encouraged to attend PCCD courses and District educational programs, which would enhance their job skills or qualifications for promotion. The District shall waive the fees for District offered courses. Employees selecting courses scheduled during working hours shall, where possible, be granted flexible hours to accommodate their class schedule.

c. ~~An employee must receive approval from their first-level manager with sufficient advance notice to attend a class, conference or training. Employees authorized to take scheduled classes will arrange a flexible schedule, if needed, with their first-level manager prior to attending the first class. Employees authorized by their first-level manager to take classes~~

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during their work schedule will arrange a flexible schedule. It will be left to the discretion of the first-level manager to allow more than one employee in their department to attend a scheduled class at the same time. Requests to attend a class will be considered on a first-come, first-served basis, however, the first-level manager shall have the discretion to make the final approval. Supervisors will endeavor to release all employees for applicable professional development seminars and conferences approved by or hosted by the District.

dc. Employees shall be eligible to a submit plan for educational leave to the Vice Chancellor for Human Resources and Employee Relations. Upon the Vice Chancellor for Human Resources and Employee Relation's approval, the employee shall be allowed to take an unpaid leave of absence not to exceed two (2) years, with a right to their original classification, if there is an available position.

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

**17.5 Substitute Workers for Permanent Appointments**

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


**17.6 Special Projects**


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

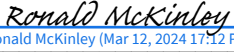
**Service Employees International Union (SEIU) Local 1021 and  
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Successor Collective Bargaining Agreement Negotiations**


**District Counterproposal – Promotions and EE Development 12/08/23**

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

For the District:   
Tammeil Gilkerson (Mar 12, 2024 21:07 PDT)  
Dr. Tammeil Gilkerson

For SEIU Local 1021:   
Mohammad Kashmiri (Mar 6, 2024 21:27 PST)  
Mo Kashmiri

For the District:   
Ronald McKinley (Mar 12, 2024 17:12 PDT)  
Ronald McKinley

For SEIU Local 1021:   
Richard Thoele (Mar 10, 2024 15:20 PDT)  
Richard Thoele

For the District:   
Che Johnson (Mar 12, 2024 17:10 PDT)  
Che Johnson

**Service Employees International Union (SEIU) Local 1021 and  
Peralta Community College District (PCCD)  
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**TA – Article 19 – Working Conditions  
10/13/22**

Service Employees International Union (SEIU) Local 1021  
and  
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Successor Collective Bargaining Agreement Negotiations


Tentative Agreement on Union Proposal  
Article 19.1 District/Union Partnership Committee  
As of 10.28.22 (added header)


**19.1 District/Union Partnership Committee**

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


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

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

For the District:   
Tammeil Gilkerson (Mar 12, 2024 21:07 PDT)  
Dr. Tammeil Gilkerson

For SEIU Local 1021:   
Mohammad Kashmiri (Mar 6, 2024 21:27 PST)  
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For the District:   
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Che Johnson (Mar 12, 2024 17:10 PDT)  
Che Johnson

**Service Employees International Union (SEIU) Local 1021 and  
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**District Counterproposal – Article 20 – SAFETY  
11/3/22**

**20.1 District Compliance**

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

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

**20.2 Health and Safety Committee**

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

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

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

**20.2.3** The Safety Committee shall have authority and obligation to inspect work locations and equipment in regard to safety and health considerations. The safety inspection team shall consist of the committee chair and two (2) members of the Safety Committee to be chosen by the committee. The inspection team may have written recommendations for safety and health improvements and the department involved shall give a written response as to corrective measures within fifteen (15) working days or sooner. The committee chair and the Safety Committee shall determine when a situation requires

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**11/3/22**

immediate response. The Safety Committee shall have the authority to investigate and report on all materials which may be hazardous that are currently being used by District employees.

**20.3 Released Time**

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

**20.4 No Discrimination**

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

**20.5 Safety Precautions**

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

**20.6 VDT (CRT) Safety and Health**

**20.6.1 Rest Breaks**

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

**20.6.2 Pregnancy Job Transfer**

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

**20.6.3 Eye Exams**

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

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employment as a CRT or visual screen operator. Requests for reimbursement should be submitted to the Risk Management Office.

**20.6.5 Inspection of Machines**

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

**20.7 Duplicating Machines and Autoclave Ventilation**

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

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

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

**20.9 Heating, Ventilation, and Air Conditioning & Air Quality**

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

**20.9.1 HVAC Maintenance**

The District will provide the Union with notice of when it receives the final HVAC assessment report whenever a formal campus or worksite assessment is completed. Within 30 days of the receipt of ~~the any~~ final HVAC assessment report(s), the District will provide the Union all report(s) regarding HVAC testing and maintenance produced by ~~the 2021~~ inspections upon request of the Union. Within 45 days of the receipt of the final HVAC assessment report(s), the District and the Union will meet regarding recommendations of the inspector, including but not limited to repairs and replacements, for improvements to the HVAC systems.

**20.9.2 Outdoor Work**

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

**20.9.3 AQI Emergency Meet and Confer**



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11/3/22**

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

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

**20.11 CPR Training**

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

**20.12 Workshop**

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

**20.13 Security**

**20.13.1 Safety and Security**

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

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

**20.13.2 Panic Buttons, Emergency Phones/Intercoms**

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

**Service Employees International Union (SEIU) Local 1021 and  
Peralta Community College District (PCCD)  
Successor Collective Bargaining Agreement Negotiations**


**District Counterproposal – Article 20 – SAFETY  
11/3/22**


**20.13.3 Security Services**

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


**20.14. Immediate Risk**

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

For the District:   
Tammeil Gilkerson (Mar 12, 2024 21:07 PDT)  
Dr. Tammeil Gilkerson

For SEIU Local 1021:   
Mohammad Kashmiri (Mar 6, 2024 21:27 PST)  
Mo Kashmiri

For the District:   
Ronald McKinley (Mar 12, 2024 17:12 PDT)  
Ronald McKinley

For SEIU Local 1021:   
Richard Thoele (Mar 10, 2024 15:20 PDT)  
Richard Thoele

For the District:   
Che Johnson (Mar 12, 2024 17:10 PDT)  
Che Johnson

**PERALTA COMMUNITY COLLEGE DISTRICT – SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 1021  
DISTRICT’S COUNTERPROPOSALS  
SUCCESSOR COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS  
Date: 10/13/22**

**Service Employees International Union (SEIU) Local 1021  
and  
Peralta Community College District (PCCD)  
Successor Collective Bargaining Agreement Negotiations**

**Tentative Agreement on District’s Counterproposal  
Article 21 – Grievance Procedures  
As of 10/28/22**

**21.1 Definitions**

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

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

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

**21.2 Informal Stage**

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

**21.3 Formal Stage**

**21.3.1 Level 1**

**21.3.1.1** If the grievance is not resolved within ~~ten-seven~~ (740) days following the conclusion of the informal conference, the grievant must present such grievance in writing on a form provided by the District to ~~his/her~~their first level manager and a copy to the Vice Chancellor of Human Resources and Employee Relations or ~~his/her~~their designee.

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

**PERALTA COMMUNITY COLLEGE DISTRICT – SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 1021  
DISTRICT’S COUNTERPROPOSALS  
SUCCESSOR COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS  
Date: 10/13/22**

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

**PERALTA COMMUNITY COLLEGE DISTRICT – SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 1021  
DISTRICT’S COUNTERPROPOSALS  
SUCCESSOR COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS  
Date: 10/13/22**

**21.3.2 Level II**

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

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

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

**21.3.3 Level III**

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

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

**21.3.4 21.3.4 Level IV Mediation**

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

**21.3.4.1** It is the understanding of the District and the Union that the State Mediation and Conciliation Service (SMCS) is at no cost. In the event the

**PERALTA COMMUNITY COLLEGE DISTRICT – SERVICE EMPLOYEES  
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Date: 10/13/22**

SMCS charges for these services in the future, the District and the Union will share cost equally.

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

**PERALTA COMMUNITY COLLEGE DISTRICT – SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 1021  
DISTRICT’S COUNTERPROPOSALS  
SUCCESSOR COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS  
Date: 10/13/22**

**21.3.5 Level V Binding Arbitration**

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

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

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

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

**21.4 Failure to Meet Time Limits**

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

**21.5 SEIU Local 1021 Representation**

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

**21.6 Extension of Time**

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

**21.7 Witness and Grievant Released Time**


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


**PERALTA COMMUNITY COLLEGE DISTRICT – SERVICE EMPLOYEES  
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DISTRICT’S COUNTERPROPOSALS  
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Date: 10/13/22**


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


**21.8 Advance Level Filing**

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

For the District:   
Dr. Tammeil Gilkerson

For SEIU Local 1021:   
Mo Kashmiri

For the District:   
Ronald McKinley

For SEIU Local 1021:   
Richard Thoele

For the District:   
Che Johnson



**Service Employees International Union (SEIU) Local 1021  
and  
Peralta Community College District (PCCD)  
Successor Collective Bargaining Agreement Negotiations**


**District Counterproposal – Article 22 – Discipline  
10.6.22**


**Service Employees International Union (SEIU) Local 1021  
and  
Peralta Community College District (PCCD)  
Successor Collective Bargaining Agreement Negotiations**

**Tentative Agreement on District’s Counterproposal  
Article 22.2 – Warning  
As of 10/28/22**


**22.1 2 Warning**

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

For the District:   
Tammieil Gilkerson (Mar 12, 2024 21:07 PDT)  
Dr. Tammieil Gilkerson

For SEIU Local 1021:   
Mohammad Kashmiri (Mar 6, 2024 21:27 PST)  
Mo Kashmiri

For the District:   
Ronald McKinley (Mar 12, 2024 17:12 PDT)  
Ronald McKinley

For SEIU Local 1021:   
Richard Thoele (Mar 10, 2024 15:20 PDT)  
Richard Thoele

For the District:   
Che Johnson (Mar 12, 2024 17:10 PDT)  
Che Johnson

**PERALTA COMMUNITY COLLEGE DISTRICT – SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 1021  
TENTATIVE AGREEMENT  
SUCCESSOR COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS  
Date: 12/8/22**

**22.7 Selection of Arbitrators**

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

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

- ~~a. The seven (7) arbitrators shall be listed in alphabetical order. The case shall be assigned to the arbitrator next in order, provided however that each party is entitled to one (1) strike;~~
- ~~b. The arbitrator next in order following any striking shall be designated to hear the case;~~


~~Once an arbitrator is struck by either party, that individual shall be placed at the bottom of the list. Once struck, the same party may not again strike that arbitrator's name until that arbitrator has been chosen.~~

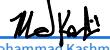
Within fifteen (15) days after receipt of the appeal to binding arbitration, the parties shall attempt to agree upon an arbitrator. If agreement cannot be reached within five (5) working days, the parties shall request a panel of seven (7) arbitrators from the California Mediation and Conciliation Service. Parties shall flip a coin to determine who strikes first. Each party shall alternately strike a name from the panel until only one arbitrator remains; the remaining arbitrator shall be appointed.

**22.8 Arbitrator's Authority**


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

**PERALTA COMMUNITY COLLEGE DISTRICT – SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 1021  
TENTATIVE AGREEMENT  
SUCCESSOR COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS  
Date: 12/8/22**

For the District:   
Dr. Tammeil Gilkerson  
Tammeil Gilkerson (Mar 12, 2024 21:07 PDT)

For SEIU Local 1021:   
Mo Kashmiri  
Mohammad Kashmiri (Mar 6, 2024 21:27 PST)

For the District:   
Ronald McKinley  
Ronald McKinley (Mar 12, 2024 17:12 PDT)

For SEIU Local 1021:   
Richard Thoele  
Richard Thoele (Mar 10, 2024 15:20 PDT)

For the District:   
Che Johnson  
Che Johnson (Mar 12, 2024 17:10 PDT)

**ARTICLE 28**


**SEXUAL HARASSMENT**

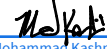
28.1 No employee shall be subjected to sexual harassment in the course of employment. Sexual harassment means unwanted conduct or communication of a sexual nature which adversely affects the person's employment relationship or working environment. Among the behaviors considered to be sexual harassment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


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


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

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

For the District:   
Dr. Tammeil Gilkerson

For SEIU Local 1021:   
Mo Kashmiri

For the District:   
Ronald McKinley

For SEIU Local 1021:   
Richard Thoele

For the District:   
Che Johnson


Che Johnson


**Service Employees International Union (SEIU) Local 1021 and  
Peralta Community College District (PCCD)  
Successor Collective Bargaining Agreement Negotiations**

**Tentative Agreement - Duration**


**30.3 Length of Agreement**

This agreement shall become effective July 1, ~~2009-2022~~ and shall continue in effect until June 30, ~~2018-2025~~ and shall automatically remain in effect until completion of a binding written agreement by the parties, which shall supersede this Agreement.

For the District:   
Dr. Tammieil Gilkerson

For SEIU Local 1021:   
Mo Kashmiri

For the District:   
Ronald McKinley

For SEIU Local 1021:   
Richard Thoele

For the District:   
Che Johnson

Service Employees International Union (SEIU) Local 1021  
and  
Peralta Community College District (PCCD)

**Union Proposal #5**  
**Classified Community College Employee Summer Assistance Program**  
**4.13.23**


**NEW LANGUAGE**


Article XX – Classified Community College Employee Summer Assistance Program

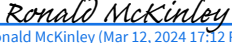
Pursuant to CA Ed Code Section 88280, prior to January 1, 2024 the District shall notify employees of their ability to participate in the classified community college employee summer assistance program starting July 1, 2024. CSESAP provides matching state funds to local educational agencies (LEAs) participating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


NOTE: See the link below for important dates and process: <https://www.cccco.edu/-/media/CCCCO-Website/College-Finance-and-Facilities/Fiscal-Memos/Fiscal-Memos/2022/FS-22-13-Classified-Employee-Summer-Assistance-Program.pdf?la=en&hash=D8AEB1C9E7C021367E9AE06917067F260AF9AA22#:~:text=The%20Classified%20Community%20College%20Employee%20Summer%20Assistance%20Program,determine%20whether%20to%20participate%20on%20an%20annual%20basis>

More details can be provided here: <https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/College-Finance-and-Facilities-Planning/Fiscal-Standards-and-Accountability-Unit/Classified-Community-College-Employee-Summer-Assistance-Program>

For the District:   
Tammie Gilkerson (Mar 12, 2024 21:07 PDT)  
Dr. Tammie Gilkerson

For SEIU Local 1021:   
Mohammad Kashmiri (Mar 6, 2024 21:27 PST)  
Mo Kashmiri

For the District:   
Ronald McKinley (Mar 12, 2024 17:12 PDT)  
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For the District:   
Che Johnson (Mar 12, 2024 17:10 PDT)  
Che Johnson

Service Employees International Union (SEIU) Local 1021  
and  
Peralta Community College District (PCCD)  
Successor Collective Bargaining Agreement Negotiations

Tentative Agreement  
Re: Appendix 1 Health & Welfare Benefits

~~CORESOURCE / ANTHEM BLUE CROSS / MEDCO/ SPECTERA~~

**Re: 11.10 shall now read:**

**11.10 Registered Domestic Partners**

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

**For SEIU members, the employee contribution for Delta Dental Premier shall remain status quo during the duration of this agreement.**

Appendix 1 Committee -

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

1. Benefits Summaries:

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

<u>Medical Plan Benefits</u>	<u>SEIU Anthem (SISC) PPO Plan</u>	
	<u>In Network</u>	<u>Out-of-Network</u>
<u>Calendar Year Deductible Individual/Family Embedded/Aggregate</u>		<u>None (N/A)</u>
<u>Annual Out-of-Pocket Maximum Individual/Family Embedded/Aggregate</u>	<u>\$1000/\$3000 Embedded</u>	<u>No Limit Embedded</u>
<u>Physician Office Visit</u>	<u>\$10 copay; copay waived for visits 1-3 in a benefit period</u>	<u>Member pays difference between max allowed and actual charges</u>
<u>Specialist Copay</u>	<u>\$10 copay</u>	<u>Member pays difference between max allowed and actual charges</u>
<u>Preventative Care</u>	<u>No charge</u>	<u>Not covered</u>



<a href="#">Diagnostic Services (Lab and X-ray)</a>	<a href="#">No charge</a>	<a href="#">Not Covered</a>
<a href="#">Lab and X-ray</a> <a href="#">Advanced Diagnostic Imaging</a> <a href="#">(e.g. CT, MRI, PET scans)</a> <a href="#">Other Lab and x-ray tests</a>	<a href="#">No charge</a> <a href="#">No charge</a>	<a href="#">Member pays all billed amounts exceeding \$800 per test*</a> <a href="#">Not covered</a>
<a href="#">Hospitalization</a> <a href="#">Inpatient</a> <a href="#">Outpatient (Freestanding Surgical Center)</a>	<a href="#">No charge</a> <a href="#">No charge</a>	<a href="#">All billed amounts exceeding \$600 per day for non-emergency admissions*</a> <a href="#">All billed amounts exceeding \$350 per day*</a>
<a href="#">Emergency Room Facility Services</a>	<a href="#">\$100 copay</a> <a href="#">(waived if admitted)</a>	
<a href="#">Emergency Room Doctor and Other Services</a>	<a href="#">No charge</a>	
<a href="#">Urgent Care Services</a>	<a href="#">\$10 copay</a>	<a href="#">Member pays difference between max allowed and actual charges</a>
<a href="#">Durable Medical Equipment</a>	<a href="#">No charge</a>	<a href="#">Not covered</a>
<b><a href="#">Prescription Drugs</a></b> <a href="#">Rx Copay Out-of-Pocket Maximum</a> <a href="#">Retail- 30 Day Supply</a>  <a href="#">Mail Order- 90 Day Supply</a>	<b><a href="#">Generic/Brand</a></b> <a href="#">\$1500/\$2500</a>  <a href="#">\$5/\$20</a> <a href="#">(at a network pharmacy provider)</a>  <a href="#">\$0/\$50</a> <a href="#">(Costco Mail Order)</a>	

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

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

<b><u>Medical Plan Benefits</u></b>	<b><u>SEIU Anthem (SISC) PPO 2 Plan</u></b>	
	<u>In Network</u>	<u>Out-of-Network</u>
<a href="#">Calendar Year Deductible Individual/Family Embedded/Aggregate</a>	<a href="#">\$300/\$600</a>	
<a href="#">Annual Out-of-Pocket Maximum Individual/Family Embedded/Aggregate</a>	<a href="#">\$1000/\$3000</a>	<a href="#">No Limit/No Limit</a>

<u>Physician Office Visit</u>	<u>\$20 copay; copay waived for visits 1-3 in a benefit period</u>	<u>Member pays difference between max allowed and actual charges?*</u>
<u>Specialist Copay</u>	<u>\$20 copay (ded. waived)</u>	<u>Member pays difference between max allowed and actual charges?*</u>
<u>Preventative Care</u>	<u>\$0 (ded. waived)</u>	<u>Not covered?*</u>
<u>Diagnostic Services (Lab and X-ray)</u>	<u>20%</u>	<u>Not covered?*</u>
<u>Lab and X-ray Advanced Diagnostic Imaging (e.g. CT, MRI, PET scans) Other Lab and x-ray tests</u>	<u>20%</u>	<u>Member pays all billed amounts exceeding \$800 per test*</u>
<u>Hospitalization Inpatient Outpatient (Freestanding Surgical Center)</u>	<u>20% 20%</u>	<u>All billed amounts exceeding \$600 per day for non-emergency admissions* All billed amounts exceeding \$350 per day*</u>
<u>Emergency Room Facility Services</u>	<u>\$100 copay + 20% after deductible? (Copay waived if admitted)?</u>	
<u>Emergency Room Doctor and Other Services</u>	<u>20% after deductible</u>	
<u>Urgent Care Services</u>	<u>\$20 copay</u>	<u>Member pays difference between max allowed and actual charges District was supposed to fill out</u>
<u>Durable Medical Equipment</u>	<u>20%</u>	<u>Not Covered District was supposed to fill out</u>
<u>Prescription Drugs Rx Copay Out-of-Pocket Maximum Retail- 30 Day Supply  Mail Order- 90 Day Supply</u>	<u><b>Generic/Brand</b> \$1500/\$2500  \$5/\$20 (at a network pharmacy provider)  \$0/\$50 (Costco Mail Order)</u>	

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

### Kaiser (SISC) HMO Plan

<u>Medical Plan Benefits</u>	<u>SEIU Kaiser (SISC) HMO Plan</u>
<u>Calendar Year Deductible Individual/Family Embedded/Aggregate</u>	<u>None Embedded</u>
<u>Annual Out-of-Pocket Maximum Individual/Family Embedded/Aggregate</u>	<u>\$1500/\$3000 Embedded</u>
<u>Physician Office Visit</u>	<u>\$15 copay</u>

<u>Specialist Copay</u>	<u>\$15 copay</u>
<u>Preventative Care</u>	<u>No Charge</u>
<u>Lab and X-ray</u> <u>CT, MRI, PET scans</u> <u>Other Lab and x-ray tests</u>	<u>No Charge</u> <u>No Charge</u>
<u>Hospitalization</u> <u>Inpatient</u> <u>Outpatient</u>	<u>No Charge</u> <u>\$15 per procedure</u>
<u>Emergency Room</u>	<u>\$100 copay</u> <u>(waived if admitted)</u>
<u>Urgent Care Services</u>	<u>\$15 copay</u>
<u>Durable Medical Equipment</u>	<u>No Charge</u>
<u>Chiropractic Care</u>	<u>\$10 copay</u> <u>(30 visits combined)</u>
<b><u>Vision</u></b>	
<u>Copay (Vision Correction)</u>	<u>No Charge</u>
<u>Copay (Injury/Disease)</u>	<u>\$15</u>
<u>Allowance (<a href="#">Frame/Contact Lenses</a>)</u>	<u>\$150</u>
<u>Frequency</u>	<u>24 months (<a href="#">Frames</a>) or 12 months (<a href="#">Contact Lenses</a>)</u>
<b><u>Prescription Drugs</u></b>	<b><u>Generic/Brand</u></b>
<u>Rx Copay Out-of-Pocket Maximum</u>	<u>Combined with Medical</u>
<u>Retail- 100 Day Supply</u>	<u>\$5/\$20</u> <u>(30 day supply)</u>
<u>Mail Order- up to 100 Day Supply</u>	<u>\$10/\$40</u>

Anthem Medicare Advantage Plan (Hired pre-2004)

<b><u>Medical Benefits</u></b>	<b><u>Anthem Medicare Advantage</u></b>
	<u>Medicare Provider</u>
<u>Lifetime Max</u>	<u>None</u>
<u>Out-of-Pocket Maximum</u>	<u>\$0</u>
<u>Deductible</u>	<u>None</u>
<u>Hospital</u>	<u>\$0</u>
<u>Dr. Office Visits</u>	<u>\$0</u>
<u>Preventive Care</u>	<u>\$0</u>
<u>Emergency Room</u>	<u>\$0 Copay</u>
<u>Chiropractic</u>	<u>\$0</u>
<u>Vision</u>	<u>\$100 material allowance every <a href="#">24 months</a> <a href="#">two calendar years</a></u>
<u>Hearing Aids</u>	<u>\$500 allowance every <a href="#">calendar year</a> <a href="#">12 months</a></u> <u>(both ears)</u>
<b><u>Rx</u></b>	<b><u>Retail/Mail</u></b>
<u>Generic</u>	<u>\$1*/\$1*</u>
<u>Preferred Brand</u>	<u>\$1/\$1</u>
<u>Non-Preferred-Brand</u>	<u>\$1/\$1</u>

\*Select Generics have a \$0 copay

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

<b>Medicare Part A Services</b>	<b>Member Pays</b>
<u>Part A Deductible</u>	<u>\$0</u>
<u>Part A Coinsurance</u>	<u>\$0</u>
<u>Skilled Nursing Facility Care</u>	<u>\$0, Days 1-100</u>
<u>Emergency Room</u>	<u>\$0</u>
<b>Medicare Part B Services</b>	
<u>Part B Deductible</u>	<u>\$0</u>
<u>Part B Coinsurance</u>	<u>\$0</u>
<u>Primary Care Visit</u>	<u>\$0</u>
<u>Specialist Visit</u>	<u>\$0</u>
<u>Part B Excess Covered</u>	<u>Yes</u>
<b>Medical Supplement Coverage Specifications</b>	
<u>Medical Out-of-Pocket Maximum</u>	<u>N/A</u>
<b>Pharmacy Coverage</b>	<b>Member Pays</b>
<u>Prescription Deductible</u>	<u>\$0</u>
<u>Retail 30 Day Supply</u>	
<u>Tier 1 (Generics)</u>	<u>\$1</u>
<u>Tier 2 (Pref. Brands)</u>	<u>\$1</u>
<u>Tier 3 (NP Brands)</u>	<u>\$1</u>
<u>Tier 4 (Specialty)*</u>	<u>\$1</u>
<u>Retail 90 Day Supply</u>	
<u>Tier 1 (Generics)</u>	<u>\$3</u>
<u>Tier 2 (Pref. Brands)</u>	<u>\$3</u>
<u>Tier 3 (NP Brands)</u>	<u>\$3</u>
<u>Tier 4 (Specialty)</u>	<u>Limited to a one month supply</u>
<u>Mail-Order 90 Day Supply</u>	
<u>Tier 1 (Generics)</u>	<u>\$1</u>
<u>Tier 2 (Pref. Brands)</u>	<u>\$1</u>
<u>Tier 3 (NP Brands)</u>	<u>\$1</u>
<u>Tier 4 (Specialty)</u>	<u>Limited to a one month supply</u>
<b>Part D Coverage Specifications</b>	
<u>RX Tiers</u>	<u>4 Tier</u>
<u>Prescription Out-of-Pocket Maximum</u>	<u>N/A</u>
<u>Drug Formulary</u>	<u>Most Comprehensive (Open)</u>
<u>Lifestyle Drugs Covered</u>	<u>Yes</u>
<u>All Non-Part D Drugs Covered</u>	<u>Yes</u>
<u>Utilization Management</u>	<u>Prior Authorizations, Quantity Limits and Step Therapy</u>
<u>Coverage Gap</u>	<u>Full-Coverage</u>
<u>Catastrophic Coverage</u>	<u>Members pay the greater of 5% or the CMS Standard Copay, to a maximum of \$1</u>

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

**Part D Stipulations**

- The catastrophic coverage phase begins once the true out-of-pocket costs has reached \$7400 in 2023 per CMS.
- Network of over 60,000+ locations including all major chains, super markets, and mom/pop stores.
- All Part D drug plans are creditable coverage; therefore, Creditable Coverage Notices are not required.
- Price above is based on census provided. We reserve the right to rerate this policy pending any new census information.
- During this policy term, if there are changes by CMS or federal law in relation to MAPD, MA, Med Supp or EGWP plans there may be changes to the rates and/or benefit provisions. In the event that this were to occur, any changes will be communicated to the Group not less than 60 days before the effective date of any such change (other than mutually agreed changes) or shorter notice as may be required to comply with CMS or federal law

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

<b><u>Medical Plan Benefits</u></b>	<b><u>Kaiser Senior Advantage HMO (SISC) \$0 Copay</u></b>
<u>Calendar Year Deductible</u> <u>Individual/Family</u> <u>Embedded/Aggregate</u>	<u>None</u> <u>Embedded</u>
<u>Annual Out-of-Pocket Maximum</u> <u>Individual/Family</u> <u>Embedded/Aggregate</u>	<u>\$1500/\$3000</u> <u>Embedded</u>
<u>Physician Office Visit</u>	<u>No Charge</u>
<u>Specialist Copay</u>	<u>No Charge</u>
<u>Preventative Care</u>	<u>No Charge</u>
<u>Lab and X-ray</u> <u>CT, MRI, PET scans</u> <u>Other Lab and x-ray tests</u>	<u>No Charge</u> <u>No Charge</u>
<u>Hospitalization</u> <u>Inpatient</u> <u>Outpatient</u>	<u>No Charge</u> <u>No Charge</u>
<u>Emergency Room</u>	<u>\$50 Copay</u> <u>(waived if admitted)</u>
<u>Urgent Care Services</u>	<u>No Charge</u>
<u>Durable Medical Equipment</u>	<u>No Charge</u>
<u>Chiropractic/Acupuncture</u>	<u>\$10 Copay</u> <u>(30 visits combined)</u>
<b><u>Vision</u></b>	
<u>Copay (Vision Correction)</u>	<u>No Charge</u>
<u>Copay (Injury/Disease)</u>	<u>No Charge</u>
<u>Allowance (Frame/Contact Lenses)</u>	<u>\$150</u>
<u>Frequency</u>	<u>24 or 12months</u>
<b><u>Prescription Drugs</u></b>	<b><u>Generic/Brand</u></b>
<u>Rx Copay Out-of-Pocket Maximum</u>	<u>Combined with Medical</u>
<u>Retail- up to a 100 Day Supply</u>	<u>\$5/\$5</u>
<u>Mail Order- up to a 100 Day 100 Day Supply</u>	<u>\$5/\$5</u>

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

<b><u>Medical Plan Benefits</u></b>	<b><u>Kaiser Senior Advantage HMO (SISC) \$10 Copay</u></b>
<u>Calendar Year Deductible</u> <u>Individual/Family</u> <u>Embedded/Aggregate</u>	<u>None</u> <u>Embedded</u>
<u>Annual Out-of-Pocket Maximum</u> <u>Individual/Family</u>	<u>\$1500/\$3000</u>

<u>Embedded/Aggregate</u>	<u>Embedded</u>
<u>Physician Office Visit</u>	<u>\$10 copay</u>
<u>Specialist Copay</u>	<u>\$10 copay</u>
<u>Preventative Care</u>	<u>No Charge</u>
<u>Lab and X-ray</u> <u>CT, MRI, PET scans</u> <u>Other Lab and x-ray tests</u>	<u>No Charge</u> <u>No Charge</u>
<u>Hospitalization</u> <u>Inpatient</u> <u>Outpatient</u>	<u>No Charge</u> <u>\$10 per procedure</u>
<u>Emergency Room</u>	<u>\$50 Copay</u> <u>(waived if admitted)</u>
<u>Urgent Care Services</u>	<u>\$10 copay</u>
<u>Durable Medical Equipment</u>	<u>No Charge</u>
<u>Chiropractic Care</u>	<u>\$10 Copay</u> <u>(30 visits combined)</u>
<b><u>Vision</u></b>	
<u>Copay (Vision Correction)</u>	<u>No Charge</u>
<u>Copay (Injury/Disease)</u>	<u>\$10</u>
<u>Allowance (<a href="#">Frame/Contact Lenses</a>)</u>	<u>\$150</u>
<u>Frequency</u>	<u>24 <del>or</del> 12 months</u>
<b><u>Prescription Drugs</u></b>	<b><u>Generic/Brand</u></b>
<u>Rx Copay Out-of-Pocket Maximum</u>	<u>Combined with Medical</u>
<u>Retail- up to a 100 Day Supply</u>	<u>\$10/\$20</u>
<u>Mail Order- up to a 100- Day Supply</u>	<u>\$10/\$20</u>

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

#### A. Out-of-State Retirees

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

#### B. Authorized Referrals

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

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



BC.C. Emergency

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

D. Appeal Procedure

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

A. ~~DE~~. E. Clerical Error

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

B. ~~Comparison of Health Plans – Blue Cross, CoreSource, and Kaiser~~

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

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

~~EF~~- F. Transition to SISC Plans

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

resulting from services rendered by that provider will be deemed as having been rendered by a ***preferred provider until*** the date treatment is concluded.

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

**APPENDIX1**

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

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

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

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

**~~Medical Plan~~**

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

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

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

- ~~3. \*PPO "Traditional" Plan—the employee shall pay the difference between the premium cost of the PPO "Traditional" plan and the premium cost of the PPO "Lite" plan.~~

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

**~~Dental Plans~~**

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

- ~~1. Delta Dental~~
- ~~2. United Healthcare Dental~~

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

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

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

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

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

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

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

### **~~Opt-out Election~~**

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

~~Cash-in-lieu form; and~~

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

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

**~~Opt-in Election~~**

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

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

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

**~~Me-too Clause~~**

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

**~~Re-Openers~~**

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

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

**Retiree Medical Benefits**

Retiree Medical (retirements after July 1, 2012)

Non-Medicare Retirees (current and future) who were enrolled in PPO Lite as of December 31, 2022, who choose to enroll in the SISC PPO Plan 1 effective January 1, 2023, will not be subject to the monthly premium contributions of active unit members for the SISC PPO Lite-Plan 1. Non-Medicare Retirees (current and future) enrolled in who elect the SISC

PPO Plan 1 Traditional health benefit plan wil

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

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, difference between the PPO Lite plan and the PPO-Traditional health plan for retirees. and the district will pay the remainder of the premium cost of the SISC PPO Plan 1. (~~Confirm later~~)

Example for Fiscal Year 2012-2013\*

<del>PPO Traditional</del>	<del>PPO Lite</del>	<del>Cost to Retiree per month</del>
<del>Monthly Cost @ Family Rate</del>	<del>Monthly Cost @ Family Rate</del>	<del>Monthly Cost @ Family Rate</del>
<del>\$2,370.00</del>	<del>\$2,142.00</del>	<del>\$228.00</del>

~~\*This is for illustration purposes only~~

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

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

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

Mandated Enrollment in Medicare Parts A and B

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

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



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

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

**Hold SEIU Local 1021 harmless in case of retiree lawsuit**

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

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

### ~~Dental Plan~~

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

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

~~For Fiscal Year 2014-2015:~~

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

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

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

### **Medical and Dental Plan Coverage**

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

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

Medical co-pays will remain at \$15.00

Prescription Drug co-pays:

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

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

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

### **Tentative Agreement (dated March 2, 2017)**

#### **Article 11 Health and Welfare Benefits**

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

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

~~For the period July 1, 2015 through June 30, 2025 2018~~

### ~~Medical and Dental Plan Coverage~~

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

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

~~Medical co-pays will remain at \$15.00~~

~~Prescription Drug co-pays:~~

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

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

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

### ~~Tentative Agreement (dated March 2, 2017)~~

#### ~~Article 11 Health and Welfare Benefits~~

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

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

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

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

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

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

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


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

**"Me Too" Clause**


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

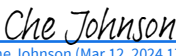
~~The District and SEIU Local 1021 shall meet to discuss any additional funding received by the District.~~

For the District:   
Dr. Tammeil Gilkerson

For SEIU Local 1021:   
Mo Kashmiri

For the District:   
Ronald McKinley

For SEIU Local 1021:   
Richard Thoele

For the District:   
Che Johnson

PERALTA COMMUNITY COLLEGE DISTRICT AND  
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 1021  
TOTAL TENTATIVE AGREEMENT - SUCCESSOR CBA NEGOTIATIONS

Following good faith negotiations, the parties have reached a Total Tentative Agreement regarding successor the parties' Collective Bargaining Agreement (CBA). The signatures below reflect a tentative agreement on the following articles (each specific article, including sub-article agreements are attached to this tentative agreement in track change format):

1. Article 2 – Organizational Security;
2. Article 3 – Non-discrimination;
3. Article 4 – Employee Rights;
4. Article 5 – Evaluations;
5. Article 6 – Organization Rights;
6. Article 7 – Release Time
7. Article 9 – Hours and Overtime
8. Article 10.7 – Working Out Of Class;
9. Article 10.8 – Desk Audits;
10. Article 12 – Employee Expenses and Materials;
11. Article 13 – Leaves;
12. Article 14 – Vacations;
13. Article 15 – Holidays;
14. Article 16 – Temporary Transfers;
15. Article 17 – Promotions and Employee Development;
16. Article 19 – Working Conditions;
17. Article 20 – Safety;
18. Article 21 – Grievances;
19. Article 22 – Discipline;
20. Article 22.7 – Selection of Arbitrator;
21. Article 28 – Sexual Harassment;
22. Article 30 – Duration;
23. Classified Summer Assistance Program; and
24. Appendix 1

The parties had previously ratified a Side Letter Agreement which will be incorporated into the final CBA.

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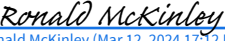
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This Total Tentative Agreement shall be presented to the SEIU Chapter Membership for ratification. Following successful ratification, the agreement shall be presented to the District Board of Trustees for adoption in closed session. The District shall prepare a new draft CBA to conform with the agreed changes contained herein.

For the District:   
Tammeil Gilkerson (Mar 12, 2024 21:07 PDT)  
Dr. Tammeil Gilkerson

For SEIU Local 1021:   
Mohammad Kashmiri (Mar 6, 2024 21:27 PST)  
Mo Kashmiri

For the District:   
Ronald McKinley (Mar 12, 2024 17:12 PDT)  
Ronald McKinley

For SEIU Local 1021:   
Richard Thoele (Mar 10, 2024 15:20 PDT)  
Richard Thoele

For the District:   
Che Johnson (Mar 12, 2024 17:10 PDT)  
Che Johnson

**Service Employees International Union (SEIU) Local 1021 and  
Peralta Community College District (PCCD)  
Successor Collective Bargaining Agreement Negotiations**

**Tentative Agreement – Leaves 11/3/22**

**ARTICLE 13**

**LEAVES**

**13.1 Leave Provisions**

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

**13.2 Bereavement Leave**

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

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

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

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

**13.3 Jury Duty**

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



**Service Employees International Union (SEIU) Local 1021 and  
Peralta Community College District (PCCD)  
Successor Collective Bargaining Agreement Negotiations**

**Tentative Agreement – Leaves 11/3/22**

**13.4 Subpoenaed Court Appearance Leave**

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

**13.5 Military Leave**

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

**13.6 Sick Leave**

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

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

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

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

**Service Employees International Union (SEIU) Local 1021 and  
Peralta Community College District (PCCD)  
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**Tentative Agreement – Leaves 11/3/22**

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

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

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

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

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

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

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

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

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

**Service Employees International Union (SEIU) Local 1021 and  
Peralta Community College District (PCCD)  
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**13.7 Personal Necessity Leave**

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

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

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

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

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

**13.8 Parental Leave**

~~Employees who are on active employment status may~~ Qualifying employees may be entitled to parental leave under FMLA, CFRA or Pregnancy Disability Leave (PDL). ~~Additionally-as follows:~~

- a. A continuous leave of up to one (1) year may be granted to any employee who becomes the parent of a newly born child or legally adopted child up to the age of five (5) years.
- b. Approved parental leave shall not be deducted from the seniority service date. The employee, at ~~this or her~~their option, may request that all or any portion of compensatory time, or vacation leave, that ~~he or she~~they ~~have~~ves accumulated, be used.
- c. The foregoing leave shall be granted upon medical certification of pregnancy or the presentation of legal evidence of adoption.

**Service Employees International Union (SEIU) Local 1021 and  
Peralta Community College District (PCCD)  
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- d. During approved parental leave, after all earned leaves are exhausted, the District agrees to allow health and welfare benefit premiums be paid at group rates by the employee on leave.
- e. Employees on maternal-parental leave shall be eligible to receive extended illness or injury leave under Section 13.12 of this agreement.

**13.9 Medical Exams**

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

**13.10 Family Care Leave**

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

- a. Any bargaining unit member who qualifies shall be granted a leave of absence without pay for family care qualifying circumstances pursuant to the California ~~State Law~~ (Family Rights Act of 1991).
- b. A bargaining unit member may be entitled to take up to a total of ~~four (4) months in any 24-month~~ twelve workweeks during any 12-month period period for ~~family care~~ FMLA and CFRA leave. The member must provide a health care provider's written certification of a serious health condition of a themselves, spouse, child, or parent or domestic partner (CFRA only). This certification shall provide the following for an employee's child, parent, spouse or domestic partner:
  - 1. The date, if known, on which the serious health condition commenced;
  - 2. The probable duration of the condition;

**Service Employees International Union (SEIU) Local 1021 and  
Peralta Community College District (PCCD)  
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**Tentative Agreement – Leaves 11/3/22**

3. An estimate of the amount of time that the health care provider believes the employee needs to care for the person needing care;
4. A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

**13.11 Industrial Accident and Illness Leave**

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

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

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

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

**Service Employees International Union (SEIU) Local 1021 and  
Peralta Community College District (PCCD)  
Successor Collective Bargaining Agreement Negotiations**

**Tentative Agreement – Leaves 11/3/22**

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

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

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

**13.12 Extended Illness or Injury Leave**

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

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

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

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

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

**13.13 Long-Term Disability Leave**

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

**13.14 Leave Without Pay**

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

**Service Employees International Union (SEIU) Local 1021 and  
Peralta Community College District (PCCD)  
Successor Collective Bargaining Agreement Negotiations**

**Tentative Agreement – Leaves 11/3/22**

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

**13.15 Break in Service**

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

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

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

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

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

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

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

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

**Service Employees International Union (SEIU) Local 1021 and  
Peralta Community College District (PCCD)  
Successor Collective Bargaining Agreement Negotiations**

**Tentative Agreement – Leaves 11/3/22**

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

**13.19 SEIU Local 1021 Leave**


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

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


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

~~13.19.3 The request for the above-stipulated SEIU Local 1021 leave shall be made at least two (2) weeks prior to the event for which the leave is being requested. The request shall be submitted in writing to the first level manager with a copy to the Vice Chancellor of Human Resources.~~ For the District: \_\_\_\_\_ For

For the District:   
Tammeil Gilkerson (Mar 12, 2024 21:07 PDT)  
Dr. Tammeil Gilkerson

For SEIU Local 1021:   
Mohammad Kashmiri (Mar 6, 2024 21:27 PST)  
Mo Kashmiri

For the District:   
Ronald McKinley (Mar 12, 2024 17:12 PDT)  
Ronald McKinley

For SEIU Local 1021:   
Richard Thoele (Mar 10, 2024 15:20 PDT)  
Richard Thoele

For the District:   
Che Johnson (Mar 12, 2024 17:10 PDT)  
Che Johnson













# Article 2 - Organizational Security - (TA) 12.21.23

Final Audit Report

2024-03-13

Created:	2024-02-28
By:	Socorro Taylor (STAYLOR@PERALTA.EDU)
Status:	Signed
Transaction ID:	CBJCHBCAABAACJndTM9DYGDcolhUWfhUOgQfNCVoQdFA

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-  Document created by Socorro Taylor (STAYLOR@PERALTA.EDU)  
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-  Document emailed to Mohammad Kashmiri (mo.kashmiri@seiu1021.org) for signature  
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-  Email viewed by Mohammad Kashmiri (mo.kashmiri@seiu1021.org)  
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-  New document URL requested by Mohammad Kashmiri (mo.kashmiri@seiu1021.org)  
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-  Document emailed to Richard Thoele (rthoele@peralta.edu) for signature  
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-  Document emailed to cjohnson@lcwlegal.com for signature  
2024-03-10 - 10:20:58 PM GMT



 Email viewed by cjohnson@lcwlegal.com


2024-03-13 - 0:08:29 AM GMT

 Signer cjohnson@lcwlegal.com entered name at signing as Che Johnson

2024-03-13 - 0:09:59 AM GMT

 Document e-signed by Che Johnson (cjohnson@lcwlegal.com)

Signature Date: 2024-03-13 - 0:10:01 AM GMT - Time Source: server

 Document emailed to Ronald McKinley (rmckinley@peralta.edu) for signature

2024-03-13 - 0:10:03 AM GMT

 Email viewed by Ronald McKinley (rmckinley@peralta.edu)

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