

PERALTA COMMUNITY COLLEGE DISTRICT AND
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 1021-
HOURLY EMPLOYEE UNIT
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 1 – Recognition;
2. Article 2 – Organizational Security;
3. Article 3 – Non-discrimination;
4. Article 4 – Employee Rights;
5. Article 5 – Organization Rights;
6. Article 6 – Stewards;
7. Article 7 – Definitions;
8. Article 8 – Hours and Overtime;
9. Article 9 – Pay and Allowance;
10. Article 10 – Health and Welfare Benefits;
11. Article 11 – Employee Expenses and Materials;
12. Article 12 – Working Conditions;
13. Article 13 – Safety;
14. Article 14 – Grievance Procedure;
15. Article 18 – Sexual Harassment;
16. Article 19 – Negotiation/Duration;
17. New Article: Application for Permanent Classified Vacancies
18. Side Letter of Agreement: Classification and Compensation Study
19. Side Letter of Agreement: Interpreters and Instructional Assistants SAS/DSPS

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: 
Ronald McKinley (Mar 8, 2024 16:41 EST)

Ronald McKinley

For SEIU Local 1021: 
Mohammad Kashmiri (Feb 27, 2024 12:32 PST)

Mo Kashmiri

For the District: 
Amy Brandt (Mar 8, 2024 13:38 PST)

Amy Brandt

For SEIU Local 1021: 
Richard Thoele (Mar 8, 2024 12:40 PST)

Richard Thoele

ARTICLE 1
RECOGNITION

1.1 Acknowledgement

The District recognizes Service Employees International Union (SEIU) Local 1021, Part-Time/Hourly and its Peralta Chapter as the sole and exclusive representative of those members of the bargaining unit enumerated in the certification by the Public Employment Relations Board (PERB), certified as of July 1, 1998, Case Number SF-R-833.

This bargaining unit is comprised of part-time, hourly employees performing services in job classifications presently included in the Local 1021 regular employee unit who are and have been employed by the District for at least 30 work days within a fiscal year. The unit shall exclude guards, all other employees who are in employment classifications presently represented by any other labor organization, and all management supervisory and confidential employees.

1.2 Scope of Representation

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

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

1.4 Contracting Out

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

Add to Article 7:

7.x "Displacement" includes layoff, demotion, involuntary transfer to a new classification, involuntary transfer to a new location regarding a change in residence, and time base reduction.

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Ronald McKinley (Mar 8, 2024 16:41 EST)
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Richard Thoele (Mar 8, 2024 12:40 PST)
Richard Thoele

Union Response to Union Proposal re Settlement Agreement
12.22.23

Added to Article 2:

2.X Given the unique qualities and characteristics of this bargaining unit, the District agrees to provide regular training to its managers and supervisors related to proper assignment and use **of** employees covered by this agreement.

For the District: *Ronald McKinley*
Ronald McKinley (Mar 8, 2024 16:41 EST)

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ARTICLE 3

NONDISCRIMINATION AFFIRMATIVE ACTION

~~3.1 Affirmative Action~~

~~The District and SEIU Local 1021, Part Time/Hourly agree that an effective affirmative action program is beneficial to the District as well as to the community. The parties agree and understand that the responsibility for an affirmative action plan rests with the employer. The employer agrees to comply with the applicable federal and state laws.~~

~~A. A District Affirmative Action Committee shall be formed with SEIU Local 1021 member from each site to meet on release time with the Affirmative Action officer. The Union may appoint one member of hourly unit to the Affirmative Action Committee.~~

~~3.2 No Discrimination~~

~~The District shall not favor, release, remove or in any way discriminate on account of race, creed, religion, sex, sexual orientation, medical condition, national origin, political affiliation, disability, (including Acquired Immune Deficiency Syndrome (AIDS) or age. 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 original, sex/gender (including pregnancy, childbirth, or related medical conditions, and a strict prohibition against sexual harassment), gender identity, gender expression, ancestry, genetic information, religion, age, physical or mental disability, marital status, sexual orientation, military or veteran status, medical condition (cancer related or HIV positive, including AIDS/ARC), ancestry, immigration status, citizenship or political affiliation, family medical leave status, hair texture or hairstyle 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 group with one or more of these actual or perceived characteristics.~~

The ~~employer~~ District agrees to comply with all applicable federal and state laws. 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.

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ARTICLE 4

EMPLOYEE RIGHTS

4.1 Personnel Files

The official personnel file and an official grievance file, if any, shall be maintained separately at the District Office.

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

~~A.~~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 sealed from their personnel files except for documents involving serious misconduct or negative evaluations and provided there are no disciplinary investigations pending.

b. For types of discipline other than those specified in section (a), employees may request that derogatory documents in an employee's personnel file dated five (5) years or earlier be "sealed." Management will consider such requests and has the discretion to decide to "seal" the document in question. If the employee is dissatisfied with management's decision, the employee may seek review of any such decision from the appropriate Vice Chancellor, whose decision shall be final. Decisions made pursuant to this paragraph are not subject to the grievance procedure.

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

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

4.1.4 B- 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 C- 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 law. and shall be available for inspection by other employees of the District when actually necessary in the administration of the District's affairs.

4.2 Each new employee shall have access to the collective bargaining agreement through the District web site. The District will also maintain an accessible (searchable) digital copy of the Collective Bargaining Agreement online at the Human Resources website for employee access. Employees are permitted to print one physical copy of the collective bargaining agreement at their worksite. If no printer is available for their use at their worksite, they may request and receive a physical copy from the Director of Employee Relations.

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. A copy of the Quarterly Personnel Report which includes a listing of part time, hourly employees hired during the quarter shall be sent to the Local 1021 Peralta Chapter President.

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, 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 month advance notice of the schedule of dates and times for the orientations. When an orientation falls on a District Holiday the will be scheduled on the next business day and- will be reflected on the schedule. Exceptions to the new employee orientation schedule shall be on a case by case basis. The District and the Union shall agree on an assigned time for the Union to present within the schedule.

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

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

4.4.3 Meeting with Union Designee(s)

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

4.4.4 Annual Training

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

4.4.5 Release Time

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

4.4.6 Neutrality

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

4.4.7 Facility and Resource Access

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

4.4.8 Employee Information

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

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

For the District: *Ronald McKinley*
Ronald McKinley (Mar 8, 2024 16:41 EST)
Ronald McKinley

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**District Counterproposal
SEIU Hourly Negotiations
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Article 5 – Organizational Rights

5.1 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.

5.2 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.

5.3 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.

5.4 Distribution of Contract

Within thirty days after ratification of this Agreement by the Board of Trustees, the District 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 campus or printer. ~~place the Agreement on the District web site.~~

5.5 Legal Unrestricted and Nonconfidential Information

The Vice Chancellor of Administrative Services will provide, upon reasonable request, to SEIU Local 1021 legal, unrestricted, and nonconfidential 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.

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**District Counterproposal
SEIU Hourly Negotiations
8.31.23**

**ARTICLE 6
STEWARDS**

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

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

~~6.2~~ The District agrees to grant release time to SEIU Local 1021 stewards and/or chapter officers identified and designated annually by SEIU Local 1021 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 grievance processing purposes without the prior approval of their first level manager.

~~6.3~~ A steward who wishes to be released for the purpose of investigating a grievance or for reasonable preparation time with an aggrieved employee prior to a session with management shall request such release time from ~~his/her~~their first-level manager for an agreed upon specific length of time in order to conclude the investigation. ~~The meeting will be held during breaks or lunch.~~

6.4 The SEIU Local 1021 Peralta Chapter shall furnish the District with an up-to-date list by college of site 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.

~~6.5~~ The District shall grant two (2) hours per month to the stewards and officers ~~as provided in 7.1~~ to attend stewards council meetings. Prior approval must first be obtained from the first level-manager.

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ARTICLE 8
HOURS AND OVERTIME

8.1 Workday/Workweek

Each employee shall be assigned a fixed and regular work schedule which shall not be arbitrarily or capriciously changed.

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8.2 Lunch Periods

The District shall provide hourly employees who work ~~an 8-hour~~ five hours or more in a work day 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.

8.3 Rest Periods

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

8.4 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.

Overtime compensation shall be as follows:

A. All work in excess of eight hours in any one day or forty (40) hours in any ~~workweek~~ calendar week period shall be paid for at one and one-half (~~1-1/2~~1 1/2) times the regular rate. ~~The for the first six (6) hours of such excess overtime shall be paid at one and one-half (1 1/2) times the regular rate~~ and at two (2) times the regular rate for the balance of such excess. This provision shall not be applicable when excess hours are required by a schedule adjustment requested by the employee or part of a regular flextime schedule requested by the employee, and subject to the approval of the first level manager.

B. One and one-half (~~1 1/2~~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~~1 1/2) times the regular compensation rate when required to work on a holiday.

8.5 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. Employees who voluntarily alter a continuous assignment so that it results in a break in their service day are not eligible for split shift differential compensation.

8.65 Shift Differential

Effective (Date of Agreement) for Wwork 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%).

A. 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 20 working days or less.

B. 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.

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

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

8.7 Registration Assignments

Except for emergency situations, only Admissions and Records staff members shall be required to work registration.

8.8 Minimum Callback/Call In Time

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

A. The employee shall be guaranteed four (4) hours compensation at the applicable 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.

8.9 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 at their regular rate, or overtime if they are eligible for overtime consistent with Article 8.4. An off-duty member who is contacted after 10:00 p.m. will be compensated for two (2) hours of at their regular rate, or overtime if they are eligible for overtime consistent with Article 8.4.

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 their regular rate, or overtime if they are eligible for overtime consistent with Article 8.4.

The contacted member will fill out the appropriate time reporting form as required to report their hours.

8.9 4/10 Summer Work Schedule

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

Some groups may be exempt from 4/10's for health and safety reasons, such as science labs and/or horticultural programs, and sign language interpreters, 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 full-time 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 of the first level manager, employees may choose an alternative schedule such as:
 - a. SCHEDULE EXAMPLES:
 - i. Option 1: 7:00 a.m. to 5:00 p.m. (includes 30 minutes for lunch)
 - ii. Option 2: 7:30 a.m. to 5:30 p.m. (includes 30 minutes for lunch)
 - iii. Option 3: 8:30 a.m. to 6:30 p.m. (includes 30 minutes for lunch)
 - b. WORK WEEK EXAMPLES:
 - i. Option 1: Monday through Thursday (10 hours each day, Friday off)
 - ii. Option 2: Tuesday through Friday (10 hours each day, Monday off)
 - iii. Option 3: Monday through Friday (8 hours each day)
 - c. 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. 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.

8.10 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 position. Each secondary assignment must be put in

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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. 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.

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ARTICLE 9 Pay and Allowance

9.2 Pay Rates and Pay Parity

Salary Schedule Transition: Effective FY 2024-25, the District will pay employees covered in this bargaining unit based on the SEIU Permanent Employee salary schedule at Step 1, unless otherwise specifically agreed upon in writing, for their classification. If any employee covered by this bargaining unit is currently earning a higher hourly rate than the Step 1 placement on the Permanent Employee salary schedule, they will maintain their current rate such that they will not experience a decrease in pay.

Any position classifications that do not have corresponding permanent position classification will be maintained on a second salary schedule ("SEIU Hourly Salary Schedule"). Any time an increase is made to the entire SEIU Permanent Employee salary schedule, that same increase will be applied to the SEIU Hourly Salary Schedule.

Fiscal Year 2022-23

The District will provide SEIU 1021 hourly bargaining unit members an across the board 6% ongoing Cost of Living Adjustment (COLA) applied to the salary schedules effective July 1, 2022. The District will provide an additional increase four percent (4%) increase to the salary schedules, effective January 1, 2023.

Fiscal Year 2023-24

The Parties agrees to reopen Article 9 for fiscal year 2023-24 for negotiations over salary.

Fiscal Year 2024-25

The Parties agrees to reopen Article 9 for fiscal year 2024-25 for negotiations over salary.

Me Too (2023-24, 2024-25)

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

9.5 Mileage

~~Effective the date this agreement is signed, and~~ An employee authorized to use his/her/their vehicle on District business shall be reimbursed at the current federal rate per mile ~~rate of thirty-one (\$0.31) cents~~ for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District assigned business. ~~This section may be reopened by either party between May 1 and~~

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~~June 1 of each year of the Agreement.~~ The rate of compensation for travel shall be adjusted at the start of each fiscal year to match the IRS rate in effect on July 1.

9.7 Multilingual Pay

Hourly employees represented by SEIU Local 1021 who are required either by their job description or in writing by their first-level manager to utilize a second language, including Braille or sign language, shall be eligible for a premium pay of shall be eligible for premium pay of ~~thirty-five~~fifty eight cents (\$0.~~5835~~) per hour if the employee utilizes the required skills a minimum of 20 percent (20%) of the employee's working time. This provision does not apply to persons employed as interpreters or instructional assistant/ASL.

9.8 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 regular basis, their first-level manager shall, prior to the assumption of such duties, put such assignment in writing and shall indicate the start date, compensation rate, reasons, length, and duties of the assignment and prioritization of the remaining workload for part-time duties. First-level managers shall submit a form indicating an employee's working out of classification assignment 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.

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

9.8.2 If assigned duties on a full-time basis which constitute a higher classification, the employee will be placed on the appropriate range for that classification for the entire period they are 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 9.8.2 or on a part-time basis shall receive at least five percent (5%) above their base rate.

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

9.9 Underpayment

When it is determined that an error has been made in the calculation or reporting in any classified employee's payroll or in the payment of any classified employee's salary, the District shall, within five (5) workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds.

9.10 Overpayment

When it is determine by the District that an overpayment has been made to an employee, the District shall notify the employee and document the overpayment.

9.10.1 When an employee receives an overpayment, the employee shall immediately notify the District Payroll Office before cashing the check containing the overpayment to determine if a corrected check can be issue within 24 hours, if they receive a paper check.

9.10.2 The following method will be used for reimbursement:

- a. The employee and the District will attempt to agree on the method of payment.
- b. If agreement on method of repayment is not reached, the following shall be used
 - 1. If overpayment has been made in one check, the repayment shall be made in three (3) equal payments.
 - 2. If overpayment has been made over a series of pay periods, the repayment shall be made over the same number of pay periods but in no case more than six (6) payments.
 - 3. When an overpayment has occurred and repayment has been made, the District shall, upon request, supply the employee with documentVation.

For the District: *Ronald McKinley*
Ronald McKinley (Mar 8, 2024 16:41 EST)

Ronald McKinley

For SEIU Local 1021: *Mo Kashmiri*
Mohammad Kashmiri (Feb 27, 2024 12:32 PST)

Mo Kashmiri

For the District: *Amy Brandt*
Amy Brandt (Mar 8, 2024 13:38 PST)

Amy Brandt

For SEIU Local 1021: *Richard Thoele*
Richard Thoele (Mar 8, 2024 12:40 PST)

Richard Thoele

Article 10
Health and Welfare Benefits

10.1 Health and Welfare Benefits

~~The Union and District agree to~~ Peralta Community College District has a Benefits form a committee comprised of all constituency groups, including the Union. The Committee will that will allow employees to explore the options of purchasing health and welfare benefits for temporary, hourly employees.

10.2 Healthcare

Employees who the District determines are eligible for health insurance consistent with the Affordable Care Act will receive notification from the Benefit's Department when they are eligible. If any employee has questions about eligibility for benefits, they are encouraged to reach out to the Benefit's department of Human Resources.

10.3 Dental

The District will offer employees covered by this bargaining agreement the opportunity to purchase dental insurance coverage at the District's rate at their own expense.

10.4 Retirement

The District shall continue to offer the APPLE Plan (Accumulation Program for Part-Time and Limited Service Workers) for eligible employees.

10.3 10.5 Sick Leave

10. 5. 1 Bargaining Unit Employees are eligible for up to 3 days of paid sick leave per year, or 1 hour of paid sick leave for every 30 hours worked, whichever is greater.

10. 5. 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.

10. 5. 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.

10. 5. 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 prior to being permitted to return to work.

10. 5. 5 The rate of pay for sick leave shall be at the same rate the employee would have received had they worked that day.

**District Counterproposal
SEIU Hourly Negotiations
1/11/24**

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

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

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

10.4 10.6 Personal Necessity Leave

A maximum of seven (7) days of available 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:

10.6.1 Death of a member of an employee's immediate family or any persons living in the immediate household of the employee (except paying tenants). The District may require documentation. "Immediate family member" is defined:

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

10.6.2 Accident or illness involving the employee's person or property or a member of the immediate family.

10.6.3 An emergency of a personal nature.

10.6.4 Adoption Leave

10.6.5 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.

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

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

**District Counterproposal
SEIU Hourly Negotiations
1/11/24**

10.7 Employee Assistance Program

The District will offer Employee Assistance Program to bargaining unit employees starting immediately after ratification by both parties.

For the District: *Ronald McKinley*
Ronald McKinley (Mar 8, 2024 16:41 EST)

Ronald McKinley

For SEIU Local 1021: *Mo Kashiri*
Mohammad Kashiri (Feb 27, 2024 12:32 PST)

Mo Kashiri

For the District: *Amy Brandt*
Amy Brandt (Mar 8, 2024 13:38 PST)

Amy Brandt

For SEIU Local 1021: *Richard Thoele*
Richard Thoele (Mar 8, 2024 12:40 PST)

Richard Thoele

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

**Tentative Agreement – Article 11 – Employee Expenses and Materials
11/21/23**

ARTICLE 11 EMPLOYEE EXPENSES AND MATERIALS

11.1 Medical Examination

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

11.2 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: *Ronald McKinley*
Ronald McKinley (Mar 8, 2024 16:41 EST)
Ronald McKinley

For the District: *Amy Brandt*
Amy Brandt (Mar 8, 2024 13:38 PST)
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Richard Thoele (Mar 8, 2024 12:40 PST)
Richard Thoele

Article 12 – Working Condition

12.1 ~~Employer/Employee Relations Committee – District/Union Partnership Committee~~

~~The District and SEIU Local 1021 agree that issues involving administration of this Agreement may be resolved by consultation meetings with the Employer/Employee Relations Committee. The Committee shall consist of three (3) members each from SEIU Local 1021 and the District. When an issue involves this hourly employee’s unit, one of the three SEIU Local 1021 Committee Members may be an hourly employee’s unit member. Either party may request a consultation meeting where they believe a resolution of a problem(s) may be feasible. The party requesting such a meeting shall submit an agenda with sufficient detail to allow an understanding of the problem(s) to be discussed or resolved, and include the date, time, and place requested. The receiving party shall respond within three (3) working days notifying the requesting party of the agreement or nonagreement to the meeting. Meetings shall be held at times agreeable to both parties within five (5) working days.~~

District/Union Partnership Committee

The District and the Union shall form the District/Union Partnership (DUPC) 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. The Union representatives shall be those established by the SEIU permanent employee bargaining unit group. If and when a temporary employee is needed to discuss an hourly/temporary employee issue, they shall be permitted reasonable release time to attend a DUPC meeting.

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: Ronald McKinley
Ronald McKinley (Mar 8, 2024 16:41 EST)
Ronald McKinley

For the District: Amy Brandt
Amy Brandt (Mar 8, 2024 13:38 PST)
Amy Brandt

For SEIU Local 1021: Mo Kashmiri
Mohammad Kashmiri (Feb 27, 2024 12:32 PST)
Mo Kashmiri

For SEIU Local 1021: Richard Thoele
Richard Thoele (Mar 8, 2024 12:40 PST)
Richard Thoele

ARTICLE 13

SAFETY

13.1 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 employees health and safety.
 - 2.) Use methods and processes which are reasonably adequate to insure employees health and safety.
 - 3.) Inform employees about harmful substances in the work-place.

13.2 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.

- A. The SEIU Local 1021 members shall be appointed by the President of the Peralta Chapter of SEIU Local 1021.
- B. 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.
- C. The Safety Committee shall have authority and obligation to inspect work locations and equipment in regard to safety and health considerations. The safety inspection team shall consist of the committee chair and two (2) members of the Safety Committee to be chosen by the committee. The inspection team may have written recommendations for safety and health improvements and the department involved shall give a written response as to corrective measures within fifteen (15) working days or sooner. The committee chair and the Safety Committee shall determine when a situation requires immediate response. The Safety Committee shall have the authority to investigate and report on all materials which may be hazardous that are currently being used by District employees

District Counterproposal

12.8.23

13.3 Released Time

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

13.4 No Discrimination

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

13.5 Safety Precautions

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

13.6 VDT (CRT) Safety and Health

A. 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.

B. 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 Director of Employee Relations.

C. 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.

13.7 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.

13.8 Heating, Ventilation ~~and~~ Air Conditioning and Air Quality

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

13.8.1 HVAC Maintenance

The District will provide the Union with notice of when it receives the final HVAC assessment report whenever a formal campus or worksite assessment is completed. Within 30 days of the

receipt of any final HVAC assessment report(s), the District will provide the Union all report(s) regarding HVAC testing and maintenance produced by inspections upon request of the Union. Within 45 days of the receipt of the final HVAC assessment report(s), the District and the Union will meet regarding recommendations of the inspector, including but not limited to repairs and replacements, for improvements to the HVAC systems.

13.8.2 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.

13.8.3 AQI Emergency Meet and Confer

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

13.9 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.

13.10 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.

13.11 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.

13.12 Security

13.12.1 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).

13.12.2 Panic Buttons, Emergency Phones/Intercoms

District Counterproposal
12.8.23

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.

13.12.3 Security Services

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

20.13. 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: *Ronald McKinley*
Ronald McKinley (Mar 8, 2024 16:41 EST)
Ronald McKinley

For SEIU Local 1021: *Mo Kashmiri*
Mohammad Kashmiri (Feb 27, 2024 12:32 PST)
Mo Kashmiri

For the District: *Amy Brandt*
Amy Brandt (Mar 8, 2024 13:38 PST)
Amy Brandt

For SEIU Local 1021: *Richard Thoele*
Richard Thoele (Mar 8, 2024 12:40 PST)
Richard Thoele

ARTICLE 14

GRIEVANCE PROCEDURE

14.1 Definitions

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

14.2 Informal Stage

Before filing a formal written grievance, the grievant shall attempt to resolve it by means of informal conference with ~~his/her~~their first level manager. If the grievance is not satisfactorily adjusted informally, the grievant may proceed to the formal stage.

14.3 Formal Stage

Level I

- A. If the grievance is not resolved within ~~ten-seven (710)~~ 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 ~~Director Vice Chancellor of Human Resources and Employee Relations~~ or their designee.
- B. 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.
- C. Either party shall be entitled to a personal conference on request. The first level manager shall communicate a decision to the grievant with a copy to the ~~Director Vice Chancellor of Human Resources and~~ Employee Relations or their designee in writing within ten (10) days after receiving the grievance and such action will terminate Level I. If there is no response, the grievance moves to Level

14.4 Level II

- A. In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the College President or ~~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.

- B. 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.
- C. 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 ~~ten~~ fifteen (15) days after receiving the appeal and such a decision will terminate Level II.

14.5 Level III

- A. In the event that the grievant is not satisfied with the recommendation(s) of the College President or his/her/their designee and at the District Office the Vice Chancellor or his/her/their designee, he/she/they may appeal the decision in writing within ten (10) days to the Director of Employee Relations.
- B. Within ten (10) days after delivery of the appeal, the Director of Employee Relations, acting for the Chancellor, shall communicate his/her/their decision in writing, together with supporting reasons, to the grievant.

14.6 Level IV – Mediation

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

14.7 Level V

- A. If the grievance is not resolved at Level ~~IV~~ V, SEIU Local 1021 may, within ~~ten~~ fifteen (15) working days, submit the grievance to binding arbitration.
- B. Selection of Arbitrator - 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.

B.C. 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 ~~Director of Employee Relations~~Vice Chancellor of Human Resources and Employee Relations within 30 days, or as soon as practicable. The ~~Director of Employee Relations~~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.

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

14.87 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. This grievance procedure must be invoked within ninety (90) calendar days of the time the alleged grievance could reasonably have become known to the member or Union Representative.

14.8-9 SEIU Local 1021 Representation

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

14.109 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.

14.110 Witness and Grievant Released Time

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

14.12+ 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 III. Such filing shall be termed Advanced Level Filing. Time lines shall be adjusted to accommodate such filing.

District's Counterproposal
June 8, 2023

For the District: *Ronald McKinley*
Ronald McKinley (Mar 8, 2024 16:41 EST)
Ronald McKinley

For the District: *Amy Brandt*
Amy Brandt (Mar 8, 2024 13:38 PST)
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For SEIU Local 1021: *Mo Kashiri*
Mohammad Kashmiri (Feb 27, 2024 12:32 PST)
Mo Kashiri

For SEIU Local 1021: *Richard Thoele*
Richard Thoele (Mar 8, 2024 12:40 PST)
Richard Thoele

ARTICLE 18
SEXUAL HARASSMENT

18.1 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.

~~18.2 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.~~

~~18.23~~ Individuals who feel they are subjected to sexual harassment can file a complaint with the Affirmative Action Human Resources Office at the District's Administration Center or the College's Title IX coordinator. ~~The Affirmative Action 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 corrective action where warranted. Record of such complaints shall be kept separate from a reporting individual's personnel file and will be treated in strict confidentiality to the extent possible.

For the District: *Ronald McKinley*
Ronald McKinley (Mar 8, 2024 16:41 EST)
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For SEIU Local 1021: *Mo Kashmiri*
Mohammad Kashmiri (Feb 27, 2024 12:32 PST)
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For SEIU Local 1021: *Richard Thoele*
Richard Thoele (Mar 8, 2024 12:40 PST)
Richard Thoele

ARTICLE 19

NEGOTIATIONS/DURATION

19.1 Commencement of Negotiations

Within ten (10) days of satisfaction of the public notice requirement, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.

19.2 Released Time for Negotiations

SEIU Local 1021 shall have the right to designate five (5) employees (Including the President and Chief Steward) who shall be given reasonable released time to participate in actual negotiations.

19.3 Length of Agreement

This agreement shall ~~become~~ effective July 1, ~~1999-2022~~ and shall continue in effect until June 30, ~~2025~~, and shall automatically remain in effect until completion of a binding written agreement by the parties which shall supersede this Agreement.

19.4 Reopeners

Agreement effective July 1, ~~1999-2022~~ to June 30, ~~2002-2025~~ with reopeners limited to wages ~~and one other item for each party for 1999-2000, 2000-2001, 2001-2002~~ 2024-25.

For the District: Ronald McKinley
Ronald McKinley (Mar 8, 2024 16:41 EST)
Ronald McKinley

For SEIU Local 1021: Mo Kashmiri
Mohammad Kashmiri (Feb 27, 2024 12:32 PST)
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Richard Thoele (Mar 8, 2024 12:40 PST)
Richard Thoele

Application for Permanent Classified Vacancies

(numbering to be revised based on placement in CBA)

- 1.1 In order to be considered for a permanent classified vacancy, the Employee must apply for the position and meet the minimum qualifications.
- 1.2 All internal candidates who meet the minimum qualifications for a vacancy shall receive a first level interview. All applicable experience, including work experience as a student employee or **hourly** employee shall be considered in assessing whether a candidate meets minimum qualifications.
- 1.3 An hourly or short-term employee represented by the bargaining unit shall be considered an Internal Applicant when they have been employed by the District at any time within the past twelve months, as referenced **d** from the date at which the applicant submits their formal application for employment according to District specified protocols.
- 1.4 Employees shall be notified in writing regarding the outcome of the selection process.
- 1.5 In the event that the District determines that 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.
- 1.6 Applicants have the right to discuss initial step placement once they have received 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.**
- 1.7 Consistent with the requirements of Education Code section 88003(e), employment of either full-time or part-time students in a college work study program or in a work experience education program shall not result in the displacement of classified personnel or impair existing contracts for services.
- 1.8 Temporary or Substitute hourly positions shall not be filled **or replaced** by student employees.
- 1.9 **By March 31, 2024, HR will review current practices and recommend appropriate revisions to the applicable Administrative Procedure expanding amount of sick leave allowed to be used by probationary employees.**

For the District: 
Ronald McKinley (Mar 8, 2024 16:41 EST)

Ronald McKinley

For SEIU Local 1021: 
Mohammad Kashmiri (Feb 27, 2024 12:32 PST)

Mo Kashmiri

For the District: 
Amy Brandt (Mar 8, 2024 13:38 PST)

Amy Brandt

For SEIU Local 1021: 
Richard Thoele (Mar 8, 2024 12:40 PST)

Richard Thoele

Side Letter of Agreement
re Class and Compensation Study

The District is in the process of undertaking a comprehensive compensation and classification study for benchmark classifications for the SEIU permanent employees bargaining unit. The District agrees to include benchmark classifications for the SEIU hourly bargaining unit as well. The District shall bear the full cost of the study. The study will be conducted in conformity with generally accepted compensation methodology. The District shall ensure the study is completed no later than January 1, 2025.

Within 30 days of the study being complete,

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

For the District: *Ronald McKinley*
Ronald McKinley (Mar 8, 2024 16:41 EST)

Ronald McKinley

For SEIU Local 1021: *Mo Kashmiri*
Mohammad Kashmiri (Feb 27, 2024 12:32 PST)

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For the District: *Amy Brandt*
Amy Brandt (Mar 8, 2024 13:38 PST)

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Richard Thoele

**District Counter Proposal re Interpreters
12.22.23**

Side Letter of Agreement to the CBA regarding Interpreters and Instructional Assistants SAS (DSPS)

Interpreter and Instructional Assistant/SAS (currently DSPS) Compensation

The District agrees to adjust the compensation for interpreters and instructional assistants/SAS (currently DSPS) based on the results of the class and compensation study that is currently underway. This study will propose salary schedules. The class and compensation study will reflect fair market rates for the various positions within the interpreter and instructional assistants/SAS classification. At the conclusion of the class and compensation study, the District will meet and confer over implementation of any new rates based on the outcome and recommendations from the study.

Permanent Interpreter Positions

Effective the 2024-25 academic year, the District shall fund, recruit and hire two (2) full-time permanent interpreter positions that will be part of the SEIU 1021 Permanent Bargaining Unit. The District shall determine which classification of interpreter to hire. The positions will be located at the District offices and will support all District colleges at various times and days to meet student demands. Interpreter employees from the Hourly Bargaining Unit are encouraged to apply.

The District will continue to maintain the hourly interpreter pool.

The District will exhaust available hourly interpreters before utilizing contracted staffing for interpretation needs.

Nothing in this side letter requires that the District maintain this level of staffing indefinitely.

Ongoing Needs Assessment

The District will assess the staffing needs of any additional permanent interpreters and instructional assistants/SAS study over time, parallel to the class and compensation study. The District will consider several factors including the size of the interpreter pool, use of outside agencies, and student needs over time, among other things.

Salary Schedule Adjustment

Effective the 2024-25 fiscal year, the District agrees to revised salary schedule as indicated below for interpreters and discontinue current the formula by which interpreters are paid for the classroom hours and prep.

Title	Job Code	HDPS Salary Grade	Hourly Rate
Interpreter for Hearing Impaired I (*)	173H	3	\$21.35 \$36.10
Interpreter for Hearing Impaired II (*)	174H	6	\$25.62 \$43.32
Interpreter for Hearing Impaired III (*)	175H	8	\$27.73 \$46.89

**District Counter Proposal re Interpreters
12.22.23**

Side Letter of Agreement to the CBA regarding Interpreters and Instructional Assistants SAS (DSPS)

Interpreter for Hearing Impaired: <i>Master Interpreter</i> (*)	172H	14	\$42.67 <u>\$72.15</u>
Interpreter for Hearing Impaired Partially Certified: IC or TC (*)	169H	10	\$32.00 <u>\$54.11</u>
Certified: CI or CIT or IC/TC (*)	170H	11	\$36.32 <u>\$61.41</u>
Fully Certified: CSC or CI & CT or LSC (*)	171H	13	\$38.44 <u>\$65.00</u>
Master Interpreter, CSC plus add'l certification (*)	172H	14	\$42.67 <u>\$72.15</u>

For the District: *Ronald McKinley*
Ronald McKinley (Mar 8, 2024 16:41 EST)
 Ronald McKinley

For SEIU Local 1021: *Mo Kashiri*
Mohammad Kashmiri (Feb 27, 2024 12:32 PST)
 Mo Kashmiri

For the District: *Amy Brandt*
Amy Brandt (Mar 8, 2024 13:38 PST)
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